CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, May 13, 2026
7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: **Commissioner Krystal Patterson**

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a 2026 Tamarac University Graduation Graduates

Name of Graduates
Claire Abbatiello
LaRhonda Gail Adger
Rosalie Antonio
Daija Boyd
Natalee Clarke-Richards
Christine Geller
Trecia Johnson
T'Shombe Johnson
Elizabeth Kennedy
Kenneth Martin
Roberta Nicholson
Erika Ortega
Miguel V. Palma C.
Donna Rosenblum-Pickens
Robert Schaefer
Le Quiche Singletary
Paul Starman
Alyse Thompson

2.b Community Hero Award Presentation
Requested by Vice Mayor Marlon Bolton

2.c Celebrating National Police Week Proclamation
Requested by Vice Mayor Marlon Bolton

2.d Celebrating Haitian Flag Day Proclamation
Requested by Vice Mayor Marlon Bolton

2.e 2026 National Safe Boating Week Proclamation
Requested by Mayor Michelle J. Gomez

2.f Asian American and Native Hawaiian Pacific Islander Heritage Month
Requested by Mayor Michelle J. Gomez

2.g Jewish American Heritage Month Proclamation
Requested by Commissioner Morey Wright Jr.

2.h National Public Services Week Proclamation
Requested by Earl Henry, Interim Public Services Director

2.i BSO Monthly Update

2.j Investment Report - March 2026

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 April 22, 2026, Regular Meeting Minutes.

5.b TR14387 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing John G. Beckford and Kim O. Rowe as Resident Appointed Trustees to the Police Pension Board to serve a four-year term ending May 13, 2030, or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

5.c TR14388 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing Brian Neff and Randy Cross as Resident Appointed Trustees to the Fire Pension Board to serve a four-year term ending May 13, 2030, or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

5.d TR14390 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 26-05B and approving an Agreement with Alexander & Johnson Project Management and Development, Inc., attached hereto as Exhibit "2", for the construction of the NW 77th Street Crosswalk Project in accordance with Bid No. 26-05B for a contract amount of $221,427.48; authorizing a contingency in the amount of $22,142.75 for a total project budget of $243,570.23; authorizing an additional appropriation in an amount not to exceed $68,458.19 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 errors; providing for severability; and providing for an effective date.

5.e TR14394 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the First Amendment (the Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida; authorizing the appropriate official to execute the First Amendment to the Interlocal Agreement; authorizing the City of Tamarac Clerk to provide a copy of this Resolution and the executed First Amendment to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida; providing for conflicts; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

7. ORDINANCE(S) - FIRST READING

7.a TO2609 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City of Tamarac Land Development Code by amending Article 3, "Use Regulations," by amending Section 10-3.2, entitled "Table of Allowed Uses" Section (H) entitled "Table 10-3.1: Allowed Uses" to add "Certified Recovery Residences" as a use type within the residential, group living category ; and creating Section 10-3.6, entitled "Requests for

Accommodation," to provide for a reasonable accommodation process consistent with Section 397.487(15)(a), Florida Statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

8. ORDINANCE(S) - SECOND READING

8.a TO2629 - 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 Sections 10-4.10(B) entitled "Sign Permits" to provide exemptions for certain government related signs installed by the city; 10-4.10(L), entitled "Prohibited Signs", to remove the prohibition on electronic message center signs; 10-4.10(D), entitled "General Sign Requirements", to authorize and establish a use-based regulatory framework for electronic message center signs; 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 Consideration of Establishing a Veteran Pole Banner Program
Requested by Commissioner Morey Wright Jr.

11.b Discussion and Consensus on Allocation of a Portion of the One Million Sixty Four Thousand Nine Hundred and Thirty Two Dollars and Thirty Nine Cents ($1,064,932.39) Settlement Proceeds Related to the PFAS Water Quality Class Action Lawsuit to Commission Members who Elect to Opt-In for the Benefit of Tamarac Residents.
Requested by Vice Mayor Marlon Bolton

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.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: 2026 Tamarac University Graduation Graduates

Name of Graduates
Claire Abbatiello
LaRhonda Gail Adger
Rosalie Antonio
Daija Boyd
Natalee Clarke-Richards
Christine Geller
Trecia Johnson
T'Shombe Johnson
Elizabeth Kennedy
Kenneth Martin
Roberta Nicholson
Erika Ortega
Miguel V. Palma C.
Donna Rosenblum-Pickens
Robert Schaefer
Le Quiche Singletary
Paul Starman
Alyse Thompson

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Community Hero Award Presentation *Requested by Vice Mayor Marlon Bolton*
RECOMMENDATION:	Vice Mayor Marlon Bolton will present Community Hero Awards to 2 deserving residents of Tamarac.

ATTACHMENTS:
Commission_Agenda_Request_Form_6d329f24-c95f-4e31-86a7-debdb03c6074_pdfa.pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 05/13/2026

Agenda Item Title:
Community Hero Award

Item Description:
Vice Mayor Marlon Bolton will present Community Hero Awards to 2 deserving residents of Tamarac.

Medal of Honor Request

Vice Mayor Marlon Bolton will present Community Hero Awards to 2 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
Maria Smith
Key: 1dacc9970e1876684e959e225bdc9e35

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Celebrating National Police Week Proclamation *Requested by Vice Mayor Marlon Bolton*

ATTACHMENTS:
Commission_Agenda_Request_Form_f3d4b8a5-9ffe-4628-ae70-6207b178e203_pdfa.pdf
NATIONAL POLICE WEEK.pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 05/13/2026

Agenda Item Title:

Item Description:

Proclamation Request

Celebrating National Police Week

☐ **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

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Vice Mayor Marlon D. Bolton

***WHEREAS**, the City of Tamarac proudly joins communities across the United States in recognizing National Police Week, observed May 10–16, 2026, as a time dedicated to honoring the courage, sacrifice, and unwavering commitment of law enforcement officers who faithfully serve and protect our communities; and*

***WHEREAS**, law enforcement officers throughout our nation and within the City of Tamarac place themselves in harm's way each and every day to safeguard lives, preserve peace, uphold justice, and maintain the safety and well-being of all residents and visitors; and*

***WHEREAS**, the members of the Broward Sheriff's Office serving the City of Tamarac demonstrate professionalism, integrity, courage, and compassion while carrying out their duties with honor and distinction;*

***WHEREAS**, National Police Week provides an opportunity to recognize not only the officers who currently serve our communities, but also to solemnly remember and honor those brave men and women who made the ultimate sacrifice in the line of duty in service to others; and*

***WHEREAS**, for the past four years, Vice Mayor Marlon D. Bolton has proudly led and hosted the annual "Honor the Stripe" initiative, dedicated to recognizing the brave men and women of the Tamarac District of the Broward Sheriff's Office for their outstanding service and sacrifice to the community; and*

***WHEREAS**, the "Honor the Stripe" initiative has brought together residents, community leaders, and elected officials from across Broward County to publicly express gratitude and appreciation to law enforcement officers through a meaningful pinning ceremony and community celebration of service;*

***WHEREAS**, the City of Tamarac acknowledges the sacrifices made not only by law enforcement officers, but also by their families, loved ones, and support systems who stand beside them and endure the challenges and risks associated with public service; and*

***WHEREAS**, strong partnerships between law enforcement and the community are essential in fostering trust, enhancing public safety, promoting unity, and building stronger neighborhoods where all people may live, work, and thrive in peace; and*

WHEREAS, during National Police Week, the City of Tamarac encourages all residents to express gratitude and appreciation for the dedicated officers who selflessly serve with valor, dignity, and commitment to protecting our community;

***NOW, THEREFORE**, I, Marlon D. Bolton, on behalf of the Mayor and City Commission, do hereby proclaim May 10–16, 2026, as:*

"NATIONAL POLICE WEEK"

in the City of Tamarac, Florida, and call upon all residents to honor the dedicated men and women of law enforcement and to recognize their extraordinary service, sacrifice, and commitment to public safety.

Marlon D. Bolton, Vice Mayor

Michelle J. Gómez, Mayor

***IN WITNESS WHEREOF**, I have hereunto set hand and caused the Seal of the City of Tamarac to be affixed this 13th day of May, 2026.*

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Celebrating Haitian Flag Day Proclamation *Requested by Vice Mayor Marlon Bolton*

ATTACHMENTS:
Commission_Agenda_Request_Form_46b22cb6-fa4f-4fae-9c87-5545ea26b89f_pdfa.pdf
HAITIAN FLAG DAY.pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 05/13/2026

Agenda Item Title:

Item Description:

Proclamation Request

Celebrating Haitian Flag Day

☐ **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

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THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Vice Mayor Marlon D. Bolton

***WHEREAS**, Haitian Flag Day is celebrated annually on May 18th to commemorate the creation of the Haitian flag in 1803 during the Haitian Revolution, symbolizing the courage, resilience, freedom, and unity of the Haitian people; and*

***WHEREAS**, Haiti became the first free Black republic in the world and the first independent Caribbean nation, inspiring movements for freedom and justice across the globe; and*

***WHEREAS**, the Haitian flag stands as a proud emblem of hope, perseverance, culture, and national pride for Haitians both in Haiti and throughout the diaspora; and*

***WHEREAS**, the City of Tamarac is home to a vibrant and thriving Haitian community whose residents continue to make invaluable contributions to the cultural, civic, economic, educational, and spiritual fabric of our city; and*

***WHEREAS**, Haitian Americans in Tamarac have distinguished themselves as business leaders, educators, healthcare professionals, clergy, public servants, entrepreneurs, artists, and community advocates who strengthen and enrich our diverse community every day; and*

***WHEREAS**, under the leadership and advocacy of Vice Mayor Marlon D. Bolton, the City of Tamarac has continued to advance representation and inclusivity within local government, welcoming historic milestones including the election of Mike Gelin as the first elected Haitian Commissioner, Krystal Patterson as the first elected Haitian woman Commissioner, and the appointment of Hans Ottinot, Esq. as the City's first Haitian City Attorney; and*

***WHEREAS**, these historic achievements reflect the progress, empowerment, and growing influence of the Haitian community in shaping the future of Tamarac and inspiring future generations of Haitian American leaders; and*

***WHEREAS**, Haitian Flag Day serves as an opportunity for all residents to celebrate Haitian heritage, honor the sacrifices and triumphs of the Haitian people, and recognize the enduring spirit and cultural pride that continues to uplift communities throughout the world;*

***NOW, THEREFORE**, I, Marlon D. Bolton, on behalf of the Mayor and City Commission, do hereby proclaim May 18, 2026, as:*

"HAITIAN FLAG DAY"

in the City of Tamarac and encourage all residents to join in celebrating the rich history, vibrant culture, and countless contributions of the Haitian community.

Marlon D. Bolton, Vice Mayor

Michelle J. Gómez, Mayor

***IN WITNESS WHEREOF**, I have hereunto set hand and caused the Seal of the City of Tamarac to be affixed this 13th day of May, 2026.*

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	2026 National Safe Boating Week Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_641e33ac-655d-4ffb-bd08-9f7dd6b3cd58_pdfa.pdf
NATIONAL SAFE BOATING WEEK.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 05/13/26

Agenda Item Title:

Item Description:

Proclamation Request

National Safe Boating Week

☑ **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. Gómez

Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, for over 100 million Americans, boating, sailing, paddling, and fishing continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together; and*

***WHEREAS**, on average, 650 people die each year in boating-related accidents in the U.S. with 75 percent of these fatalities caused by drowning; and*

***WHEREAS**, the Coast Guard estimates that human error accounts for most boating accidents as life jackets could prevent nearly 75 percent of boating fatalities; and*

***WHEREAS**, during National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners, encourage all boaters to explore and enjoy America's beautiful waters responsibly; and*

***WHEREAS**, through basic boating safety procedures such as carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating; and*

***WHEREAS**, having the privilege of enjoying various waterways in our backyard, National Safe Boating Week helps bring attention to important life-saving tips for recreational boaters so that they can have a safe experience out on the water throughout the entire year; and*

***NOW, THEREFORE,** I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the Commission encourage everyone to wear a life jacket while practicing safe boating habits and do hereby proclaim May 16-22, 2026 as:*

"NATIONAL SAFE BOATING WEEK"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of May, 2026.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Asian American and Native Hawaiian Pacific Islander Heritage Month *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_09237d5c-90c7-416e-83a0-107bb102ca7b_pdfa.pdf
Asian American and Native Hawaiian Pacific Islander Heritage Month.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 5/13/26

Agenda Item Title:

Item Description:

Proclamation Request

Asian American and Native Hawaiian Pacific Islander Heritage Month

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eSigned via GovOS.com

Michelle J. Gómez

Key: 1dacc9970e1876684e959e225bdc9e35



Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, the month of May celebrates and honors the contributions of Asian American, Native Hawaiian, and Pacific Islanders in the United States; and*

***WHEREAS**, this commemoration, first known as Asian American Pacific Islander Heritage Week, was signed into law as a joint resolution by President Jimmy Carter in 1978 and later, Congress expanded the observance from a week to a month, and in 2022, the month was renamed as Asian American and Native Hawaiian Pacific Islander Heritage Month; and*

***WHEREAS**, the AANHPI community is an inherently diverse population, composed of more than 70 distinct ethnicities and speaking more than 100 language dialects; and*

***WHEREAS**, with generations having enriched America's history, the diverse and growing population of AANHPI descendants make up more than 25 million people in the United States; and*

***WHEREAS**, Asian Americans, Native Hawaiians and Pacific Islanders have played vital roles in shaping the nation – from building the Transcontinental Railroad, to advancing workers' rights, to serving in our nation's armed forces – and making these contributions while also facing persistent discrimination and violence; and*

***WHEREAS,** we encourage everyone to recognize this month by acknowledging the numerous and longstanding contributions of Asian Americans, Native Hawaiians, and Pacific Islanders throughout the history of the United States and our city; and*

***NOW, THEREFORE,** I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the Commission encourage everyone to celebrate and recognize the significant contributions of the AANHPI community and do hereby proclaim the month of May 2026 as:*

"Asian American and Native Hawaiian Pacific Islander Heritage Month"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of May, 2026.*

Michelle J. Gómez

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Proclamation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Jewish American Heritage Month Proclamation
Requested by Commissioner Morey Wright Jr.

RECOMMENDATION: This proclamation formally designates the month of May as Jewish American Heritage Month, recognizing and celebrating the significant contributions, rich cultural traditions, and enduring legacy of Jewish Americans. It encourages residents to reflect on and honor the impact Jewish Americans have had on the nation's history, while promoting greater understanding, appreciation, and community pride.

ATTACHMENTS:
Commission_Agenda_Request_Form_318d5f1e-a077-4680-b8f4-fc1c368eff06_pdfa.pdf
Jewish American Heritage Month.pdf

Commission Agenda Request Form

Requested by: Morey Wright, Jr, District 2

Meeting Date: 05/13/26

Agenda Item Title:
Jewish American Heritage Month

Item Description:
This proclamation formally designates the month of May as Jewish American Heritage Month, recognizing and celebrating the significant contributions, rich cultural traditions, and enduring legacy of Jewish Americans. It encourages residents to reflect on and honor the impact Jewish Americans have had on the nation's history, while promoting greater understanding, appreciation, and community pride.

Proclamation Request

☑ **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
Morey Wright
Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Commissioner Morey Wright, Jr.

***WHEREAS**, Jewish Americans are part of a rich and enduring heritage that spans centuries, rooted in traditions of faith, culture, and community that continue to be preserved and passed down through generations; and*

***WHEREAS**, Jewish American Heritage Month, observed each May, provides an important opportunity to recognize, honor, and celebrate the history, traditions, and diverse experiences of Jewish Americans, while fostering greater understanding, respect, and appreciation of their cultural legacy; and*

***WHEREAS,** the observance of Jewish American Heritage Month highlights the enduring legacy, achievements, and resilience of Jewish Americans, whose stories reflect both the challenges they have overcome and the meaningful impact they continue to have on our society; and*

***WHEREAS,** Jewish Americans have shown enduring resilience in the face of adversity, upholding rich traditions rooted in faith, family, education, and community, while continuing to champion justice, equality, and opportunity for all; and*

***WHEREAS,** the Jewish community has remained steadfast in its support of civil rights protections, working to address ongoing discrimination in voting, housing, and employment affecting women, communities of color, the LGBTQ+ community, and individuals with disabilities; and*

***WHEREAS,** in communities such as the City of Tamarac, Jewish residents have played a vital role in fostering strong neighborhood connections, advancing civic engagement, and enriching the cultural diversity and vibrancy that define our city; and*

***WHEREAS,** it is fitting and proper to honor the generations of Jewish Americans who have helped shape our nation and to promote greater understanding, respect, and appreciation of Jewish culture and heritage;*

***NOW, THEREFORE,** I, Morey Wright Jr., on behalf of the Mayor and City Commission, do hereby proclaim the month of May as:*

"Jewish American Heritage Month"

and encourage all residents to join in celebrating the contributions and rich heritage of Jewish Americans, and to participate in activities that honor their history and culture.

Morey Wright, Jr., Commissioner

Michelle J. Gomez, Mayor

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of May 2026.*

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	National Public Services Week Proclamation *Requested by Earl Henry, Interim Public Services Director*

ATTACHMENTS:
NATIONAL PUBLIC WORKS WEEK.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Earl Henry, P.E., Interim Public Services Director

***WHEREAS**, public services professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Tamarac; and*

***WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and*

***WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the City of Tamarac to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and*

***WHEREAS**, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association,*

WHEREAS**, this year, the theme of Public Works Week is **"Rooted in Service, Powered by Community"

***NOW, THEREFORE,** I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the Commission, do hereby proclaim the week of May 17–23, 2026 as:*

"NATIONAL PUBLIC WORKS WEEK"

in the City of Tamarac, and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public services professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of May, 2026.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	BSO Monthly Update

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - March 2026
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of March 2026.

ATTACHMENTS:
CITY OF TAMARAC Monthly Memo Mar 2026-FULL PACKET.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO: **Levent Sucuoglu**
City Manager

DATE: **April 15th, 2026**

FROM: **Priscilla Moxey, Interim Director of Financial Services**

RE: **Investment Report: March 2026**

Recommendation:

The following report outlines the results of the City's investment activities for the Month of March 2026.

Issue:

This report provides an update of the City's investment activity through March 2026. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

The Financial Services staff reviews the City's cash positions daily and invests funds as cash flow, investment needs, and interest rates dictate. Operating funds are invested according to cash flow needs with surplus funds invested in securities of varying maturities. No single investment is invested longer than a maturity of sixty three (63) months or five and a quarter (5.25) years, and the average duration of Tamarac's investment portfolio is targeted to be less than thirty-six (36) months.

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of March, was 2.76%. The managed portion of the portfolio had a weighted average yield of 3.80%, while the cash portion of the portfolio had a weighted average yield of 2.60%.

SMA ACCT	– $41,652,968.45	3.80%
FL SAFE Enhanced Cash -	$15,114,306.78	3.78%
FL SAFE	– $78,453,304.40	3.70%
FL SAFE Series 2018 Capital Improvements Bonds	– $3,903,348.02	3.70%
Florida Prime	– $90,636,953.23	3.83%

TD Concentration ACCT – $84,346,928.90

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least $15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in FLSAFE, Florida Prime, and at TD Bank as of the end of March 2026, was $268,551,493.31. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,903,348.02 in FLSAFE, bringing total liquidity to $272,454,841.33. The managed portfolio with Chandler Asset Management held $41,652,968.45 and $15,114,306.78 was held in the FL SAFE Enhanced Cash Portfolio. The total of all portfolios was $314,107,809.78.

Investment Activity – March 2026

Investment Maturities/Calls/Sold:
Five US Treasury securities were sold in the amount of $3,0227,309 all at gains. Two corporate securities were sold in the amount of $355,789 and $504,734, also at gains. One Treasury security matured during the month in the amount of $650,000. No securities were called.

Investment Purchases:
Eight securities were purchased in March. Five U.S. Treasury securities were purchased in the par amount of $3,700,000. One asset-backed security was purchased in the par amount of $300,000 and two corporate securities were purchased in the par amount of $850,000.

Economic Summary

March payrolls rebounded by 178,000 after February's revised 133,000 decline, but the war in Iran and its disruption of the Strait of Hormuz have pushed crude oil above $112, injecting a potential inflationary shock into an economy contending with sticky core prices above 3%. The Federal Reserve has held the funds rate at 3.50–3.75% and is signaling a cautionary stance, keeping open the option of delaying cuts if oil-related inflation proves persistent rather than transitory. As the data flow normalizes, the Chandler team anticipates additional yield curve steepening as the Federal Reserve gradually guides the policy rate toward a more neutral range. The Federal Reserve's March dot plot still projects one cut this year, yet the Iran-driven energy shock has narrowed the path toward easing.

The Federal Reserve's March 2026 FOMC meeting ended with policymakers again holding the target range at 3.50%–3.75%, as the Committee maintained its pause following three late-2025 rate cuts. Governor Stephen Miran dissented in favor of an additional quarter-point reduction, while Christopher Waller joined the majority, tipping the vote 11–1 to leave the benchmark rate unchanged. Meanwhile, President Trump's nomination of Kevin Warsh to succeed Jerome Powell as chair has hit a roadblock after a Republican senator vowed to block Warsh's confirmation amid the Justice Department's ongoing probe of the central bank.

Treasury yields exhibited considerable first-quarter volatility as the Iran conflict injected energy-driven inflation fears into a market grappling with sticky core prices. At March month-end, the 2-year yield stood at 3.79%, up 32 basis points year-to-date, the 10-year at 4.32%, and the 30-year at 4.86%. The 2-year to 10-year spread narrowed to 52 basis points, reflecting pronounced flattening as short rates rose faster than longer maturities. One year ago, that spread stood near 32 basis points, providing context on normalization since the 2022 through 2024 yield curve inversion. The 3-month to 10-year spread was approximately 64 basis points at March month-end.

Employment

March nonfarm payrolls rose by 178,000, a decisive reversal from February's revised 133,000 decline that had been distorted by a Kaiser Permanente strike affecting over 30,000 healthcare workers and severe winter weather. Healthcare contributed 76,000 positions as striking nurses returned, while construction and leisure rebounded from weather-induced troughs. The unemployment rate edged lower to 4.3%, though partly from a labor force reduction rather than a hiring acceleration. Meanwhile, the underemployment rate edged up to 8.0% from 7.9% in February. Average hourly earnings rose 0.2% over the month and 3.5% year over year—the slowest annual pace since May 2021.

Inflation

Consumer Price Index (CPI) for March surged 0.9%, the highest monthly rate since June 2022, and was up 3.3% on an annual basis primarily due to spikes in energy and airfare prices. Notably, Core CPI was little changed with a monthly increase of 0.2% and an annual rise of 2.6% as costs for services and other goods remained subdued. Personal Consumption Expenditures (PCE) were little changed in February, with the headline PCE Price Index up 0.4% month-over-month and 2.8% year-over-year. The Fed's preferred metric, Core PCE, which excludes food and energy, rose 0.4% during the month and 3.0% from February of 2025.

Housing

Housing starts rose 7.2% in January to an annualized pace of 1.487 million units, including 935,000 single-family and 552,000 multifamily starts. The January S&P Cotality Case-Shiller 20-City Composite posted a 1.18% year-over-year gain, continuing deceleration from December's revised 1.43% annual increase. Inflation again outpaced home price appreciation, extending the erosion of real housing returns that began in the second half of 2025. The Freddie Mac 30-year fixed mortgage rate climbed to 6.46% as of April 2, its fifth consecutive weekly rise, reversing progress made when rates dipped below 6% in February. Higher borrowing costs and elevated prices continue to constrain affordability.

GDP

The third and final estimate of real gross domestic product (GDP) showed fourth-quarter growth revised down to 0.5% from the initial 1.4% estimate. The slowdown from 4.4% in the third quarter primarily reflected a sharp pullback in government spending, as the federal government shutdown weighed on activity. The Bureau of Labor Statistics expects statistical distortions will persist into the spring due to data collection disruptions. Personal Consumption Expenditures also declined across both goods and services.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Tamarac | Account #11314 | As of March 31, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

PORTFOLIO SUMMARY

City of Tamarac | Account #11314 | As of March 31, 2026

Portfolio Characteristics

Average Modified Duration	1.80
Average Coupon	3.59%
Average Purchase YTM	3.80%
Average Market YTM	3.93%
Average Credit Quality*	AA
Average Final Maturity	2.06
Average Life	1.96

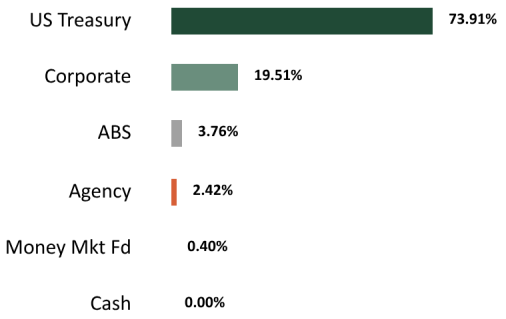
Account Summary

	End Values as of 02/28/2026	End Values as of 03/31/2026
Market Value	41,499,471.20	41,326,258.17
Accrued Interest	331,243.43	326,710.28
Total Market Value	**41,830,714.63**	**41,652,968.45**
Income Earned	188,814.50	151,132.29
Cont/WD	0.00	0.00
Par	41,330,695.71	41,475,368.45
Book Value	41,194,917.41	41,337,029.94
Cost Value	41,098,542.41	41,235,332.33

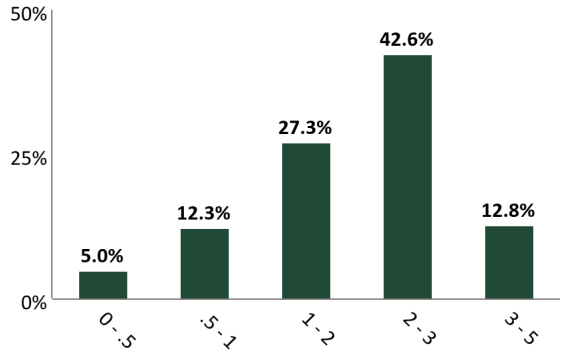
Top Issuers

United States	73.91%
Bank of America Corporation	1.57%
Morgan Stanley	1.56%
JPMorgan Chase & Co.	1.56%
BNY Mellon Corp	1.22%
American Express Credit Master Trust	1.22%
Wells Fargo & Company	1.21%
WF Card Issuance Trust	1.21%

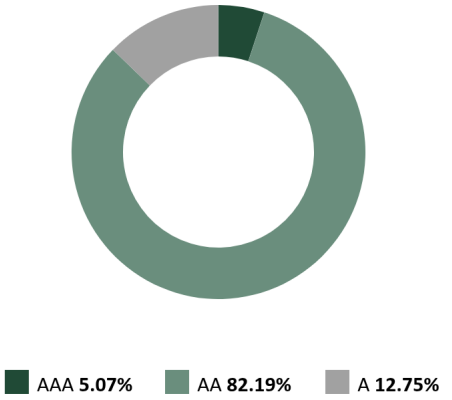
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	(0.42%)	0.37%	0.37%	4.02%	--	--	--	--	4.46%
Benchmark Return	(0.44%)	0.29%	0.29%	3.75%	--	--	--	--	4.21%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of March 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE-BACKED SECURITIES				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	10.0	3.8	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5.0	4.3	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	20.0	19.5	Compliant	
Max % Issuer (MV)	5.0	1.6	Compliant	
Max Maturity (Years)	5.0	3.3	Compliant	
Min Rating (A- by 2 or AA- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
FEDERAL AGENCIES (NON-FULL FAITH & CREDIT)				
Max % (MV)	75.0	2.4	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5.0	0.5	Compliant	

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of March 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	0.4	Compliant	
Min Rating (AAA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	3.0	0.0	Compliant	
Min Rating (Aa2 by Moody's or AA by S&P)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	100.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	73.9	Compliant	
Max Maturity (Years)	5.0	3.8	Compliant	

RECONCILIATION SUMMARY

City of Tamarac | Account #11314 | As of March 31, 2026

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(2,475,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**2,979,642.62**
Fiscal Year to Date	**12,162,658.42**

Sales

Month to Date	**(2,182,460.39)**
Fiscal Year to Date	**(8,971,590.40)**

Interest Received

Month to Date	**143,712.93**
Fiscal Year to Date	**721,205.19**

Purchased / Sold Interest

Month to Date	**5,207.52**
Fiscal Year to Date	**5,200.02**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Book Value	41,194,917.41	40,559,877.03
Maturities/Calls	0.00	(2,475,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,979,642.62	12,162,658.42
Sales	(2,182,460.39)	(8,971,590.40)
Change in Cash, Payables, Receivables	(668,419.65)	(585.74)
Amortization/Accretion	6,744.99	40,756.96
Realized Gain (Loss)	6,604.96	20,913.68
Ending Book Value	41,337,029.94	41,337,029.94

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Market Value	41,499,471.20	40,724,195.79
Maturities/Calls	0.00	(2,475,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,979,642.62	12,162,658.42
Sales	(2,182,460.39)	(8,971,590.40)
Change in Cash, Payables, Receivables	(668,419.65)	(585.74)
Amortization/Accretion	6,744.99	40,756.96
Change in Net Unrealized Gain (Loss)	(315,325.56)	(175,090.53)
Realized Gain (Loss)	6,604.96	20,913.68
Ending Market Value	41,326,258.17	41,326,258.17

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
096912AD2	BMWLT 2025-1 A3 4.43 06/26/2028	300,000.00	02/11/2026 3.68%	302,531.25 302,313.90	100.33 4.16%	300,992.10 221.50	0.73% (1,321.80)	NA/AAA AAA	2.24 1.06
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	500,000.00	08/12/2025 4.02%	503,183.59 502,256.21	100.41 4.05%	502,046.50 953.33	1.21% (209.71)	Aaa/AAA NA	3.54 1.46
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	500,000.00	08/12/2025 3.98%	504,414.06 503,459.99	100.44 4.13%	502,203.00 955.56	1.22% (1,256.99)	NA/AAA AAA	4.29 2.14
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	250,000.00	12/15/2025 3.86%	252,031.25 251,802.68	100.25 4.08%	250,636.00 462.22	0.61% (1,166.68)	NA/AAA AAA	4.29 2.14
Total ABS		**1,550,000.00**	**3.91%**	**1,562,160.15** **1,559,832.78**	**100.38** **4.10%**	**1,555,877.60** **2,592.61**	**3.76%** **(3,955.18)**		**3.65** **1.71**
AGENCY									
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 499,462.79	99.87 3.77%	499,345.00 8,701.39	1.21% (117.79)	Aa1/AA+ AA+	0.51 0.49
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,841.28	100.13 3.75%	500,625.00 9,555.56	1.21% 783.72	Aa1/AA+ AA+	0.53 0.50
Total Agency		**1,000,000.00**	**3.89%**	**997,279.50** **999,304.06**	**100.00** **3.76%**	**999,970.00** **18,256.94**	**2.42%** **665.94**		**0.52** **0.49**
CASH									
CCYUSD	Receivable	748.69	--	748.69 748.69	1.00	748.69 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**748.69**		**748.69** **748.69**	**1.00**	**748.69** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 375,512.10	99.76 3.94%	374,085.38 2,636.98	0.91% (1,426.72)	Aa2/AA AA	0.27 0.27
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 375,255.44	99.25 3.75%	372,203.63 427.08	0.90% (3,051.82)	Aaa/AA+ NA	0.45 0.44
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 350,571.38	99.98 4.45%	349,917.75 7,528.89	0.85% (653.63)	A3/BBB+ NA	0.51 0.49
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 348,683.45	99.46 4.06%	348,111.05 6,125.00	0.84% (572.40)	A1/A NA	1.00 0.97

City of Tamarac | Account #11314 | As of March 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 351,777.43	100.31 3.94%	351,100.40 3,103.33	0.85% (677.03)	A1/A A+	1.29 1.23
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 350,829.74	99.80 4.26%	349,292.65 600.83	0.85% (1,537.09)	A2/A- A	1.46 1.40
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 345,447.45	98.19 4.18%	343,647.85 4,760.97	0.83% (1,799.60)	A2/A+ A	1.54 1.46
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 345,174.10	98.40 4.07%	344,413.65 4,032.78	0.83% (760.45)	A2/A NA	1.63 1.55
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,967.29	99.73 4.84%	349,038.55 6,589.82	0.84% (928.74)	A1/A- A+	2.05 1.00
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 350,532.51	99.95 4.77%	349,840.05 6,514.52	0.85% (692.46)	A1/A AA-	2.07 1.02
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 350,521.81	99.93 4.82%	349,742.40 6,551.84	0.85% (779.41)	A1/A- AA-	2.07 1.02
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	01/14/2025 4.83%	500,710.00 500,368.55	100.78 4.36%	503,902.00 4,754.17	1.22% 3,533.45	Aa3/A AA-	2.31 1.24
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	500,000.00	01/14/2025 5.12%	496,335.00 498,089.90	100.42 4.96%	502,075.50 4,407.33	1.21% 3,985.60	A1/BBB+ A+	2.32 1.25
437076DH2	HOME DEPOT INC 3.75 09/15/2028	400,000.00	11/05/2025 3.88%	398,580.00 398,778.58	99.36 4.02%	397,451.20 666.67	0.96% (1,327.38)	A2/A A	2.46 2.32
14913UBD1	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028	500,000.00	12/15/2025 3.89%	500,790.00 500,711.30	99.52 4.14%	497,606.50 7,515.97	1.20% (3,104.80)	A2/A A+	2.62 2.43
023135CS3	AMAZON.COM INC 3.9 11/20/2028	250,000.00	12/15/2025 3.82%	250,515.00 250,462.46	99.57 4.07%	248,931.50 3,547.92	0.60% (1,530.96)	A1/AA AA-	2.64 2.45
89236TFT7	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029	500,000.00	01/12/2026 3.93%	496,035.00 496,318.47	98.44 4.25%	492,199.00 4,207.64	1.19% (4,119.47)	A1/A+ A+	2.77 2.58
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	300,000.00	08/12/2025 4.60%	294,810.00 295,762.26	98.38 4.61%	295,152.00 1,988.43	0.71% (610.26)	A1/A AA-	2.82 1.72
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	300,000.00	08/12/2025 4.69%	296,202.00 296,898.30	98.66 4.74%	295,980.90 2,106.03	0.72% (917.40)	A1/A- A+	2.82 1.72
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	350,000.00	01/12/2026 4.07%	348,757.50 348,844.42	98.84 4.39%	345,943.50 2,304.17	0.84% (2,900.92)	A3/A- NA	2.84 2.63
91159HJK7	US BANCORP 4.653 02/01/2029	300,000.00	06/05/2025 4.58%	300,501.00 300,346.57	100.46 4.56%	301,372.20 2,326.50	0.73% 1,025.63	A3/A A	2.84 1.73

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	300,000.00	08/12/2025 4.26%	300,051.00 300,040.04	99.59 4.69%	298,777.20 2,420.23	0.72% (1,262.84)	A1/A- AA-	3.31 2.16
Total Corporate		**8,100,000.00**	**3.98%**	**8,097,830.25** **8,080,893.54**	**99.52** **4.36%**	**8,060,784.85** **85,117.11**	**19.51%** **(20,108.69)**		**2.00** **1.51**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	164,619.76	-- 3.28%	164,619.76 164,619.76	1.00 3.28%	164,619.76 0.00	0.40% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**164,619.76**	**3.28%**	**164,619.76** **164,619.76**	**1.00** **3.28%**	**164,619.76** **0.00**	**0.40%** **0.00**		**0.00** **0.00**
US TREASURY									
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021 0.63%	653,529.30 650,059.26	99.76 3.70%	648,463.40 2,046.96	1.57% (1,595.86)	Aa1/AA+ AA+	0.08 0.08
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024 3.72%	500,292.97 500,063.98	99.98 3.78%	499,921.00 1,630.43	1.21% (142.98)	Aa1/AA+ AA+	0.42 0.41
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022 2.08%	426,550.78 447,425.96	98.59 3.76%	443,661.30 10.76	1.07% (3,764.66)	Aa1/AA+ AA+	0.50 0.49
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024 3.61%	483,632.81 495,209.60	98.92 3.77%	494,592.00 3,784.53	1.20% (617.60)	Aa1/AA+ AA+	0.63 0.61
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024 4.22%	501,542.97 500,517.67	100.43 3.75%	502,143.50 6,430.29	1.22% 1,625.83	Aa1/AA+ AA+	0.71 0.68
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022 1.36%	830,564.06 834,332.17	98.16 3.76%	819,650.20 2,623.79	1.98% (14,681.98)	Aa1/AA+ AA+	0.75 0.73
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024 4.01%	499,843.75 499,944.53	100.20 3.74%	500,986.50 4,198.90	1.21% 1,041.97	Aa1/AA+ AA+	0.79 0.77
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 494,133.39	98.70 3.77%	493,510.00 1,398.48	1.19% (623.39)	Aa1/AA+ AA+	0.88 0.85
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 495,480.75	98.83 3.71%	494,125.00 34.15	1.20% (1,355.75)	Aa1/AA+ AA+	1.00 0.97
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 501,422.25	100.76 3.74%	503,806.50 10,384.62	1.22% 2,384.25	Aa1/AA+ AA+	1.04 0.99
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 493,634.34	98.43 3.82%	492,148.50 4,494.13	1.19% (1,485.84)	Aa1/AA+ AA+	1.12 1.08

City of Tamarac | Account #11314 | As of March 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	1,000,000.00	01/28/2025 4.20%	1,009,414.06 1,004,777.61	100.94 3.82%	1,009,375.00 13,595.47	2.44% 4,597.39	Aa1/AA+ AA+	1.21 1.15
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 498,845.43	99.30 3.82%	496,523.50 4,084.94	1.20% (2,321.93)	Aa1/AA+ AA+	1.25 1.20
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 490,860.08	98.60 3.84%	492,988.50 2,279.01	1.19% 2,128.42	Aa1/AA+ AA+	1.33 1.29
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 492,819.66	99.02 3.84%	495,097.50 1,358.70	1.20% 2,277.84	Aa1/AA+ AA+	1.42 1.36
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 994,098.83	99.35 3.84%	993,477.00 1,559.10	2.40% (621.83)	Aa1/AA+ AA+	1.46 1.40
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 499,272.94	100.06 3.83%	500,312.50 8,942.31	1.21% 1,039.56	Aa1/AA+ AA+	1.54 1.45
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 499,418.25	100.43 3.85%	502,148.50 7,805.59	1.22% 2,730.25	Aa1/AA+ AA+	1.63 1.53
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	1,000,000.00	01/14/2025 4.46%	987,656.25 992,772.41	100.27 3.83%	1,002,695.00 11,758.24	2.43% 9,922.59	Aa1/AA+ AA+	1.71 1.62
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/28/2025 4.24%	1,000,312.50 1,000,189.06	100.71 3.83%	1,007,070.00 8,922.65	2.44% 6,880.94	Aa1/AA+ AA+	1.79 1.70
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	500,000.00	02/11/2026 3.52%	499,804.69 499,817.75	99.43 3.82%	497,148.50 2,900.55	1.20% (2,669.25)	Aa1/AA+ AA+	1.84 1.75
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	600,000.00	04/08/2025 3.79%	607,359.38 604,837.98	100.77 3.82%	604,593.60 3,169.89	1.46% (244.38)	Aa1/AA+ AA+	1.88 1.78
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	1,000,000.00	01/14/2025 4.49%	904,335.94 940,363.14	95.10 3.82%	951,016.00 34.15	2.30% 10,652.86	Aa1/AA+ AA+	2.00 1.94
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	500,000.00	04/08/2025 3.81%	495,488.28 496,930.25	99.37 3.82%	496,836.00 7,348.07	1.20% (94.25)	Aa1/AA+ AA+	2.08 1.96
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	1,100,000.00	05/13/2025 3.96%	1,093,597.66 1,095,472.80	99.86 3.82%	1,098,496.30 15,611.19	2.66% 3,023.50	Aa1/AA+ AA+	2.12 1.99
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 498,241.70	100.42 3.80%	502,090.00 5,027.62	1.21% 3,848.30	Aa1/AA+ AA+	2.25 2.11
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	750,000.00	07/09/2025 3.84%	750,673.83 750,513.98	100.12 3.82%	750,879.00 6,101.52	1.82% 365.02	Aa1/AA+ AA+	2.29 2.16
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	1,000,000.00	10/07/2025 3.58%	1,001,250.00 1,001,040.07	99.57 3.81%	995,742.00 4,506.22	2.41% (5,298.07)	Aa1/AA+ AA+	2.38 2.25
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	750,000.00	09/11/2025 3.47%	748,037.11 748,391.72	98.97 3.82%	742,266.00 1,169.33	1.80% (6,125.72)	Aa1/AA+ AA+	2.46 2.33

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	1,000,000.00	01/14/2025 4.54%	1,002,812.50 1,001,896.46	101.91 3.81%	1,019,141.00 126.37	2.47% 17,244.54	Aa1/AA+ AA+	2.50 2.34
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,000,000.00	11/05/2025 3.64%	996,015.63 996,557.27	99.22 3.82%	992,227.00 16,153.85	2.40% (4,330.27)	Aa1/AA+ AA+	2.54 2.37
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	1,000,000.00	01/28/2025 4.30%	1,002,695.31 1,001,873.83	101.38 3.82%	1,013,828.00 14,663.46	2.45% 11,954.17	Aa1/AA+ AA+	2.67 2.46
91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	500,000.00	01/12/2026 3.59%	498,710.94 498,805.17	99.17 3.82%	495,859.50 5,144.23	1.20% (2,945.67)	Aa1/AA+ AA+	2.71 2.53
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 494,425.87	99.80 3.83%	499,004.00 4,713.40	1.21% 4,578.13	Aa1/AA+ AA+	2.75 2.56
91282CPT2	UNITED STATES TREASURY 3.5 01/15/2029	500,000.00	02/11/2026 3.58%	498,925.78 498,974.06	99.15 3.82%	495,742.00 3,674.03	1.20% (3,232.06)	Aa1/AA+ AA+	2.79 2.61
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,150,000.00	08/12/2025 3.75%	1,159,343.75 1,157,640.19	100.45 3.83%	1,155,210.65 7,624.31	2.80% (2,429.54)	Aa1/AA+ AA+	2.84 2.64
91282CQA2	UNITED STATES TREASURY 3.5 02/15/2029	1,100,000.00	03/10/2026 3.61%	1,096,691.41 1,096,756.22	99.13 3.82%	1,090,460.80 4,785.91	2.64% (6,295.42)	Aa1/AA+ AA+	2.88 2.70
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	1,000,000.00	06/05/2025 3.94%	1,006,562.50 1,005,154.90	100.83 3.83%	1,008,320.00 112.70	2.44% 3,165.10	Aa1/AA+ AA+	3.00 2.80
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	750,000.00	07/09/2025 3.89%	732,480.47 735,680.11	98.18 3.85%	736,377.00 6,127.42	1.78% 696.89	Aa1/AA+ AA+	3.25 3.03
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,200,000.00	08/12/2025 3.77%	1,209,843.75 1,208,273.37	100.45 3.86%	1,205,343.60 7,955.80	2.92% (2,929.77)	Aa1/AA+ AA+	3.33 3.08
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	725,000.00	12/15/2025 3.65%	721,233.40 721,521.88	98.80 3.87%	716,277.53 69.33	1.73% (5,244.36)	Aa1/AA+ AA+	3.50 3.26
91282CGJ4	UNITED STATES TREASURY 3.5 01/31/2030	1,100,000.00	03/10/2026 3.67%	1,093,082.03 1,093,184.19	98.61 3.89%	1,084,703.40 6,381.22	2.62% (8,480.79)	Aa1/AA+ AA+	3.84 3.53
Total US Treasury		**30,660,000.00**	**3.75%**	**30,412,693.98** **30,531,631.11**	**99.64** **3.82%**	**30,544,257.27** **220,743.61**	**73.91%** **12,626.16**		**2.05** **1.93**
Total Portfolio		**41,475,368.45**	**3.80%**	**41,235,332.33** **41,337,029.94**	**99.26** **3.93%**	**41,326,258.17** **326,710.28**	**100.00%** **(10,771.77)**		**2.06** **1.80**
Total Market Value + Accrued						**41,652,968.45**			

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of March 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/02/2026	31846V203	668,812.50	FIRST AMER:GVT OBLG Y	1.000	3.30%	(668,812.50)	0.00	(668,812.50)	0.00
Purchase	03/03/2026	31846V203	355.84	FIRST AMER:GVT OBLG Y	1.000	3.31%	(355.84)	0.00	(355.84)	0.00
Purchase	03/11/2026	91282CGJ4	1,100,000.00	UNITED STATES TREASURY 3.5 01/31/2030	99.371	3.67%	(1,093,082.03)	(4,147.79)	(1,097,229.82)	0.00
Purchase	03/11/2026	91282CQA2	1,100,000.00	UNITED STATES TREASURY 3.5 02/15/2029	99.699	3.61%	(1,096,691.41)	(2,552.49)	(1,099,243.90)	0.00
Purchase	03/16/2026	31846V203	36,030.84	FIRST AMER:GVT OBLG Y	1.000	3.28%	(36,030.84)	0.00	(36,030.84)	0.00
Purchase	03/16/2026	31846V203	12,656.25	FIRST AMER:GVT OBLG Y	1.000	3.28%	(12,656.25)	0.00	(12,656.25)	0.00
Purchase	03/25/2026	31846V203	1,107.50	FIRST AMER:GVT OBLG Y	1.000	3.27%	(1,107.50)	0.00	(1,107.50)	0.00
Purchase	03/31/2026	31846V203	18,937.50	FIRST AMER:GVT OBLG Y	1.000	3.28%	(18,937.50)	0.00	(18,937.50)	0.00
Purchase	03/31/2026	31846V203	51,968.75	FIRST AMER:GVT OBLG Y	1.000	3.28%	(51,968.75)	0.00	(51,968.75)	0.00
Total Purchase			**2,989,869.18**				**(2,979,642.62)**	**(6,700.28)**	**(2,986,342.90)**	**0.00**
TOTAL ACQUISITIONS			**2,989,869.18**				**(2,979,642.62)**	**(6,700.28)**	**(2,986,342.90)**	**0.00**
DISPOSITIONS										
Sale	03/11/2026	91282CLS8	(500,000.00)	UNITED STATES TREASURY 4.125 10/31/2026	100.270	4.23%	501,347.66	(7,463.74)	508,811.40	1,675.91
Sale	03/11/2026	91282CMH1	(1,000,000.00)	UNITED STATES TREASURY 4.125 01/31/2027	100.434	4.19%	1,004,335.94	(4,444.06)	1,008,780.00	4,929.04

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	03/11/2026	31846V203	(675,038.57)	FIRST AMER:GVT OBLG Y	1.000	3.28%	675,038.57	0.00	675,038.57	0.00
Sale	03/12/2026	31846V203	(1,738.22)	FIRST AMER:GVT OBLG Y	1.000	3.27%	1,738.22	0.00	1,738.22	0.00
Total Sale			**(2,176,776.79)**				**2,182,460.39**	**(11,907.80)**	**2,194,368.19**	**6,604.96**
TOTAL DISPOSITIONS			**(2,176,776.79)**				**2,182,460.39**	**(11,907.80)**	**2,194,368.19**	**6,604.96**
OTHER TRANSACTIONS										
Coupon	03/11/2026	037833DN7	0.00	APPLE INC 2.05 09/11/2026		1.79%	3,843.75	0.00	3,843.75	0.00
Coupon	03/15/2026	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.02%	1,787.50	0.00	1,787.50	0.00
Coupon	03/15/2026	02582JKV1	0.00	AMXCA 2025-4 A 4.3 07/15/2030		3.98%	1,791.67	0.00	1,791.67	0.00
Coupon	03/15/2026	437076DH2	0.00	HOME DEPOT INC 3.75 09/15/2028		3.88%	7,500.00	0.00	7,500.00	0.00
Coupon	03/15/2026	161571HZ0	0.00	CHAIT 2025-1 A 4.16 07/15/2030		3.86%	866.67	0.00	866.67	0.00
Coupon	03/15/2026	91282CLL3	0.00	UNITED STATES TREASURY 3.375 09/15/2027		3.81%	16,875.00	0.00	16,875.00	0.00
Coupon	03/15/2026	91282CNY3	0.00	UNITED STATES TREASURY 3.375 09/15/2028		3.47%	12,656.25	0.00	12,656.25	0.00
Coupon	03/16/2026	63743HFT4	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		3.94%	7,210.00	0.00	7,210.00	0.00
Coupon	03/25/2026	096912AD2	0.00	BMWLT 2025-1 A3 4.43 06/26/2028		3.68%	1,107.50	0.00	1,107.50	0.00

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of March 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	03/31/2026	91282CJA0	0.00	UNITED STATES TREASURY 4.625 09/30/2028		4.54%	23,125.00	0.00	23,125.00	0.00
Coupon	03/31/2026	91282CBS9	0.00	UNITED STATES TREASURY 1.25 03/31/2028		4.49%	6,250.00	0.00	6,250.00	0.00
Coupon	03/31/2026	91282CKG5	0.00	UNITED STATES TREASURY 4.125 03/31/2029		3.94%	20,625.00	0.00	20,625.00	0.00
Coupon	03/31/2026	91282CLN9	0.00	UNITED STATES TREASURY 3.5 09/30/2029		3.65%	12,687.50	0.00	12,687.50	0.00
Coupon	03/31/2026	91282CEF4	0.00	UNITED STATES TREASURY 2.5 03/31/2027		3.45%	6,250.00	0.00	6,250.00	0.00
Coupon	03/31/2026	91282CCZ2	0.00	UNITED STATES TREASURY 0.875 09/30/2026		2.08%	1,968.75	0.00	1,968.75	0.00
Total Coupon			**0.00**				**124,544.59**	**0.00**	**124,544.59**	**0.00**
Dividend	03/31/2026	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.28%	748.69	0.00	748.69	0.00
Total Dividend			**0.00**				**748.69**	**0.00**	**748.69**	**0.00**
Management Fee	03/12/2026	CCYUSD	(1,738.22)	Cash		0.00%	(1,738.22)	0.00	(1,738.22)	0.00
Total Management Fee			**(1,738.22)**				**(1,738.22)**	**0.00**	**(1,738.22)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,738.22)**				**123,555.06**	**0.00**	**123,555.06**	**0.00**

INCOME EARNED

City of Tamarac | Account #11314 | As of March 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	164,619.76	51,527.37 789,869.18 (676,776.79) 164,619.76	0.00 355.84 0.00 355.84	0.00 0.00 0.00 355.84	355.84
CCYUSD	Receivable	748.69	669,168.34 0.00 0.00 748.69	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**165,368.45**	**720,695.71** **789,869.18** **(676,776.79)** **165,368.45**	**0.00** **355.84** **0.00** **355.84**	**0.00** **0.00** **0.00** **355.84**	**355.84**
FIXED INCOME						
023135CS3	AMAZON.COM INC 3.9 11/20/2028	12/15/2025 12/16/2025 250,000.00	250,477.82 0.00 0.00 250,462.46	2,735.42 0.00 3,547.92 812.50	0.00 (15.37) (15.37) 797.13	797.13
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	08/12/2025 08/13/2025 500,000.00	503,587.99 0.00 0.00 503,459.99	955.56 1,791.67 955.56 1,791.67	0.00 (127.99) (127.99) 1,663.68	1,663.68
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	350,666.09 0.00 0.00 350,571.38	6,245.56 0.00 7,528.89 1,283.33	0.00 (94.72) (94.72) 1,188.61	1,188.61
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	375,333.84 0.00 0.00 375,255.44	3,630.21 3,843.75 427.08 640.63	0.00 (78.40) (78.40) 562.22	562.22
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/12/2025 08/13/2025 300,000.00	300,041.51 0.00 0.00 300,040.04	1,352.48 0.00 2,420.23 1,067.75	0.00 (1.47) (1.47) 1,066.28	1,066.28

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06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	350,563.18 0.00 0.00 350,521.81	5,275.51 0.00 6,551.84 1,276.33	0.00 (41.37) (41.37) 1,234.96	1,234.96
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	01/14/2025 01/15/2025 500,000.00	500,392.55 0.00 0.00 500,368.55	2,716.67 0.00 4,754.17 2,037.50	0.00 (24.00) (24.00) 2,013.50	2,013.50
096912AD2	BMWLT 2025-1 A3 4.43 06/26/2028	02/11/2026 02/12/2026 300,000.00	302,454.27 0.00 0.00 302,313.90	221.50 1,107.50 221.50 1,107.50	0.00 (140.37) (140.37) 967.13	967.13
14913UBD1	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028	12/15/2025 12/16/2025 500,000.00	500,734.31 0.00 0.00 500,711.30	5,870.14 0.00 7,515.97 1,645.83	0.00 (23.02) (23.02) 1,622.82	1,622.82
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	12/15/2025 12/16/2025 250,000.00	251,869.53 0.00 0.00 251,802.68	462.22 866.67 462.22 866.67	0.00 (66.85) (66.85) 799.82	799.82
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	351,894.66 0.00 0.00 351,777.43	1,878.33 0.00 3,103.33 1,225.00	0.00 (117.23) (117.23) 1,107.77	1,107.77
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,815.52 0.00 0.00 499,841.28	7,888.89 0.00 9,555.56 1,666.67	25.76 0.00 25.76 1,692.43	1,692.43
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	499,372.28 0.00 0.00 499,462.79	7,243.06 0.00 8,701.39 1,458.33	90.51 0.00 90.51 1,548.84	1,548.84
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	348,571.63 0.00 0.00 348,683.45	5,104.17 0.00 6,125.00 1,020.83	111.82 0.00 111.82 1,132.65	1,132.65

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437076DH2	HOME DEPOT INC 3.75 09/15/2028	11/05/2025 11/06/2025 400,000.00	398,736.42 0.00 0.00 398,778.58	6,916.67 7,500.00 666.67 1,250.00	42.16 0.00 42.16 1,292.16	1,292.16
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	08/12/2025 08/13/2025 300,000.00	295,634.46 0.00 0.00 295,762.26	1,111.18 0.00 1,988.43 877.25	127.79 0.00 127.79 1,005.04	1,005.04
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	350,574.84 0.00 0.00 350,532.51	5,253.65 0.00 6,514.52 1,260.88	0.00 (42.33) (42.33) 1,218.55	1,218.55
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	08/12/2025 08/13/2025 300,000.00	296,804.86 0.00 0.00 296,898.30	1,163.03 0.00 2,106.03 943.00	93.44 0.00 93.44 1,036.44	1,036.44
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,964.65 0.00 0.00 349,967.29	5,361.90 0.00 6,589.82 1,227.92	2.64 0.00 2.64 1,230.56	1,230.56
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	350,880.98 0.00 0.00 350,829.74	6,609.17 7,210.00 600.83 1,201.67	0.00 (51.24) (51.24) 1,150.43	1,150.43
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	01/12/2026 01/13/2026 350,000.00	348,809.87 0.00 0.00 348,844.42	1,152.08 0.00 2,304.17 1,152.08	34.54 0.00 34.54 1,186.63	1,186.63
89236TFT7	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029	01/12/2026 01/13/2026 500,000.00	496,205.81 0.00 0.00 496,318.47	2,686.81 0.00 4,207.64 1,520.83	112.66 0.00 112.66 1,633.50	1,633.50
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	344,921.82 0.00 0.00 345,174.10	3,143.19 0.00 4,032.78 889.58	252.28 0.00 252.28 1,141.86	1,141.86

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91159HJK7	US BANCORP 4.653 02/01/2029	06/05/2025 06/06/2025 300,000.00	300,362.58 0.00 0.00 300,346.57	1,163.25 0.00 2,326.50 1,163.25	0.00 (16.01) (16.01) 1,147.24	1,147.24
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	494,558.28 0.00 0.00 495,209.60	2,928.18 0.00 3,784.53 856.35	651.33 0.00 651.33 1,507.68	1,507.68
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	493,565.07 0.00 0.00 494,133.39	435.08 0.00 1,398.48 963.40	568.33 0.00 568.33 1,531.73	1,531.73
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	493,151.85 0.00 0.00 493,634.34	3,477.21 0.00 4,494.13 1,016.92	482.48 0.00 482.48 1,499.40	1,499.40
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 0.00	0.00 0.00 0.00 0.00	0.00 1,625.00 0.00 1,625.00	0.00 0.00 0.00 1,625.00	1,625.00
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	01/14/2025 01/15/2025 1,000,000.00	937,830.62 0.00 0.00 940,363.14	5,219.78 6,250.00 34.15 1,064.37	2,532.52 0.00 2,532.52 3,596.90	3,596.90
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	650,122.62 0.00 0.00 650,059.26	1,629.49 0.00 2,046.96 417.47	0.00 (63.35) (63.35) 354.12	354.12
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	446,987.52 0.00 0.00 447,425.96	1,644.23 1,968.75 10.76 335.28	438.44 0.00 438.44 773.71	773.71
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	834,256.61 0.00 0.00 834,332.17	1,729.97 0.00 2,623.79 893.82	75.56 0.00 75.56 969.38	969.38

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91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	495,095.86 0.00 0.00 495,480.75	5,219.78 6,250.00 34.15 1,064.37	384.88 0.00 384.88 1,449.25	1,449.25
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	07/09/2025 07/10/2025 750,000.00	735,305.81 0.00 0.00 735,680.11	4,040.06 0.00 6,127.42 2,087.36	374.30 0.00 374.30 2,461.66	2,461.66
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	498,766.77 0.00 0.00 498,845.43	2,693.37 0.00 4,084.94 1,391.57	78.66 0.00 78.66 1,470.24	1,470.24
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	490,277.08 0.00 0.00 490,860.08	1,101.52 0.00 2,279.01 1,177.49	583.00 0.00 583.00 1,760.49	1,760.49
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	492,389.12 0.00 0.00 492,819.66	42.46 7,812.50 1,358.70 9,128.74	430.54 0.00 430.54 9,559.28	9,559.28
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/11/2026 02/12/2026 500,000.00	499,809.31 0.00 0.00 499,817.75	1,401.93 0.00 2,900.55 1,498.62	8.43 0.00 8.43 1,507.05	1,507.05
91282CGJ4	UNITED STATES TREASURY 3.5 01/31/2030	03/10/2026 03/11/2026 1,100,000.00	0.00 1,093,082.03 0.00 1,093,184.19	0.00 (4,147.79) 6,381.22 2,233.43	102.16 0.00 102.16 2,335.59	2,335.59
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	04/08/2025 04/09/2025 500,000.00	496,805.04 0.00 0.00 496,930.25	5,849.45 0.00 7,348.07 1,498.62	125.21 0.00 125.21 1,623.83	1,623.83
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	498,175.31 0.00 0.00 498,241.70	3,314.92 0.00 5,027.62 1,712.71	66.39 0.00 66.39 1,779.10	1,779.10

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91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	01/14/2025 01/15/2025 1,000,000.00	1,001,960.86 0.00 0.00 1,001,896.46	19,313.19 23,125.00 126.37 3,938.18	0.00 (64.39) (64.39) 3,873.79	3,873.79
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	01/28/2025 01/29/2025 1,000,000.00	1,001,933.47 0.00 0.00 1,001,873.83	10,937.50 0.00 14,663.46 3,725.96	0.00 (59.64) (59.64) 3,666.32	3,666.32
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	500,579.87 0.00 0.00 500,517.67	4,567.31 0.00 6,430.29 1,862.98	0.00 (62.20) (62.20) 1,800.78	1,800.78
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	494,253.93 0.00 0.00 494,425.87	3,107.73 0.00 4,713.40 1,605.66	171.94 0.00 171.94 1,777.60	1,777.60
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,938.57 0.00 0.00 499,944.53	2,486.19 0.00 4,198.90 1,712.71	5.95 0.00 5.95 1,718.66	1,718.66
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	08/12/2025 08/13/2025 1,150,000.00	1,157,868.81 0.00 0.00 1,157,640.19	3,685.08 0.00 7,624.31 3,939.23	0.00 (228.62) (228.62) 3,710.61	3,710.61
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	06/05/2025 06/06/2025 1,000,000.00	1,005,300.84 0.00 0.00 1,005,154.90	17,225.27 20,625.00 112.70 3,512.43	0.00 (145.94) (145.94) 3,366.49	3,366.49
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	501,538.58 0.00 0.00 501,422.25	8,468.41 0.00 10,384.62 1,916.21	0.00 (116.33) (116.33) 1,799.88	1,799.88
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	01/28/2025 01/29/2025 1,000,000.00	1,005,114.21 0.00 0.00 1,004,777.61	9,656.59 0.00 13,595.47 3,938.87	0.00 (336.60) (336.60) 3,602.27	3,602.27

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91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	08/12/2025 08/13/2025 1,200,000.00	1,208,484.12 0.00 0.00 1,208,273.37	3,845.30 0.00 7,955.80 4,110.50	0.00 (210.74) (210.74) 3,899.75	3,899.75
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,077.03 0.00 0.00 500,063.98	50.95 9,375.00 1,630.43 10,954.48	0.00 (13.05) (13.05) 10,941.43	10,941.43
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	993,754.97 0.00 0.00 994,098.83	15,569.75 16,875.00 1,559.10 2,864.35	343.87 0.00 343.87 3,208.22	3,208.22
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	12/15/2025 12/16/2025 725,000.00	721,437.51 0.00 0.00 721,521.88	10,596.15 12,687.50 69.33 2,160.68	84.37 0.00 84.37 2,245.04	2,245.04
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	499,232.84 0.00 0.00 499,272.94	7,292.24 0.00 8,942.31 1,650.07	40.10 0.00 40.10 1,690.17	1,690.17
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 0.00	499,657.72 0.00 (499,671.75) 0.00	6,893.99 7,463.74 0.00 569.75	14.03 0.00 14.03 583.78	583.78
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	499,387.84 0.00 0.00 499,418.25	6,039.36 0.00 7,805.59 1,766.23	30.41 0.00 30.41 1,796.64	1,796.64
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	01/14/2025 01/15/2025 1,000,000.00	992,412.77 0.00 0.00 992,772.41	8,351.65 0.00 11,758.24 3,406.59	359.64 0.00 359.64 3,766.23	3,766.23
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	01/28/2025 01/29/2025 1,000,000.00	1,000,198.02 0.00 0.00 1,000,189.06	5,283.15 0.00 8,922.65 3,639.50	0.00 (8.96) (8.96) 3,630.54	3,630.54

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91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	01/28/2025 01/31/2025 0.00	999,388.70 0.00 (999,406.90) 0.00	3,304.56 4,444.06 0.00 1,139.50	18.19 0.00 18.19 1,157.70	1,157.70
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	04/08/2025 04/09/2025 600,000.00	605,056.93 0.00 0.00 604,837.98	986.19 0.00 3,169.89 2,183.70	0.00 (218.95) (218.95) 1,964.76	1,964.76
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	05/13/2025 05/15/2025 1,100,000.00	1,095,291.71 0.00 0.00 1,095,472.80	12,078.73 0.00 15,611.19 3,532.46	181.09 0.00 181.09 3,713.55	3,713.55
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	07/09/2025 07/15/2025 750,000.00	750,533.04 0.00 0.00 750,513.98	3,612.74 0.00 6,101.52 2,488.78	0.00 (19.06) (19.06) 2,469.72	2,469.72
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	10/07/2025 10/08/2025 1,000,000.00	1,001,077.26 0.00 0.00 1,001,040.07	1,401.93 0.00 4,506.22 3,104.28	0.00 (37.19) (37.19) 3,067.09	3,067.09
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	09/11/2025 09/15/2025 750,000.00	748,336.20 0.00 0.00 748,391.72	11,677.31 12,656.25 1,169.33 2,148.26	55.52 0.00 55.52 2,203.78	2,203.78
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	11/05/2025 11/06/2025 1,000,000.00	996,442.26 0.00 0.00 996,557.27	13,173.08 0.00 16,153.85 2,980.77	115.01 0.00 115.01 3,095.77	3,095.77
91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	01/12/2026 01/13/2026 500,000.00	498,767.72 0.00 0.00 498,805.17	3,653.85 0.00 5,144.23 1,490.38	37.45 0.00 37.45 1,527.84	1,527.84
91282CPT2	UNITED STATES TREASURY 3.5 01/15/2029	02/11/2026 02/12/2026 500,000.00	498,942.88 0.00 0.00 498,974.06	2,175.41 0.00 3,674.03 1,498.62	31.18 0.00 31.18 1,529.80	1,529.80

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91282CQA2	UNITED STATES TREASURY 3.5 02/15/2029	03/10/2026 03/11/2026 1,100,000.00	0.00 1,096,691.41 0.00 1,096,756.22	0.00 (2,552.49) 4,785.91 2,233.42	64.81 0.00 64.81 2,298.24	2,298.24
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	345,196.33 0.00 0.00 345,447.45	3,900.56 0.00 4,760.97 860.42	251.12 0.00 251.12 1,111.54	1,111.54
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	08/12/2025 08/13/2025 500,000.00	502,380.67 0.00 0.00 502,256.21	953.33 1,787.50 953.33 1,787.50	0.00 (124.45) (124.45) 1,663.05	1,663.05
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	375,941.15 0.00 0.00 375,512.10	1,683.85 0.00 2,636.98 953.13	0.00 (429.05) (429.05) 524.07	524.07
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	01/14/2025 01/15/2025 500,000.00	497,966.54 0.00 0.00 498,089.90	2,404.00 0.00 4,407.33 2,003.33	123.36 0.00 123.36 2,126.69	2,126.69
Total Fixed Income		**41,310,000.00**	**40,474,221.70** **2,189,773.44** **(1,499,078.64)** **41,171,661.49**	**331,243.43** **148,564.61** **326,710.28** **144,031.46**	**9,723.89** **(2,978.90)** **6,744.99** **150,776.45**	**150,776.45**
TOTAL PORTFOLIO		**41,475,368.45**	**41,194,917.41** **2,979,642.62** **(2,175,855.43)** **41,337,029.94**	**331,243.43** **148,920.45** **326,710.28** **144,387.30**	**9,723.89** **(2,978.90)** **6,744.99** **151,132.29**	**151,132.29**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
APRIL 2026							
04/01/2026	Coupon	369550BL1	0.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/01/2026	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	748.69		748.69
04/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/06/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
04/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
04/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
04/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
04/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
04/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
04/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/27/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
04/27/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
04/30/2026	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2026	Final Maturity	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00		650,000.00
04/30/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
April 2026 Total					**650,748.69**	**115,506.58**	**766,255.27**
MAY 2026							
05/14/2026	Coupon	14913UBD1	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028		9,875.00	9,875.00
05/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
05/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
05/15/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
05/15/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
05/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
05/20/2026	Coupon	023135CS3	250,000.00	AMAZON.COM INC 3.9 11/20/2028		4,875.00	4,875.00
05/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
May 2026 Total						**67,515.83**	**67,515.83**
JUNE 2026							
06/01/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
06/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
06/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
06/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
06/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
06/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
06/15/2026	Coupon	91282CPP0	500,000.00	UNITED STATES TREASURY 3.5 12/15/2028		8,750.00	8,750.00
06/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
06/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
06/30/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
06/30/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
June 2026 Total						**135,147.08**	**135,147.08**
JULY 2026							
07/08/2026	Coupon	89236TFT7	500,000.00	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029		9,125.00	9,125.00
07/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
07/08/2026	Final Maturity	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026	375,000.00		375,000.00
07/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
07/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
07/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
07/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
07/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
07/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
07/15/2026	Coupon	91282CPT2	500,000.00	UNITED STATES TREASURY 3.5 01/15/2029		8,750.00	8,750.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
07/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
07/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
07/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
07/24/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
07/27/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
07/27/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
07/31/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
07/31/2026	Coupon	91282CGH8	500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		8,750.00	8,750.00
07/31/2026	Coupon	91282CGJ4	1,100,000.00	UNITED STATES TREASURY 3.5 01/31/2030		19,250.00	19,250.00
07/31/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
07/31/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
July 2026 Total					**375,000.00**	**205,726.33**	**580,726.33**
AUGUST 2026							
08/03/2026	Coupon	756109CW2	350,000.00	REALTY INCOME CORP 3.95 02/01/2029		6,912.50	6,912.50
08/03/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
08/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
08/17/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
08/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
08/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
08/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
08/17/2026	Coupon	91282CQA2	1,100,000.00	UNITED STATES TREASURY 3.5 02/15/2029		19,250.00	19,250.00
08/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
08/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
08/31/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
08/31/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
08/31/2026	Final Maturity	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00		500,000.00
August 2026 Total					**500,000.00**	**92,382.83**	**592,382.83**
SEPTEMBER 2026							
09/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
09/11/2026	Final Maturity	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026	375,000.00		375,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
09/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
09/15/2026	Coupon	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028		7,500.00	7,500.00
09/15/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
09/15/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
09/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
09/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
09/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
09/30/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
09/30/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
09/30/2026	Final Maturity	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00		450,000.00
09/30/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
09/30/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
09/30/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
09/30/2026	Coupon	91282CLN9	725,000.00	UNITED STATES TREASURY 3.5 09/30/2029		12,687.50	12,687.50
September 2026 Total					**825,000.00**	**124,544.58**	**949,544.58**
OCTOBER 2026							
10/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
10/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
10/02/2026	Final Maturity	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00		500,000.00
10/05/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
10/05/2026	Final Maturity	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00		350,000.00
10/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
10/09/2026	Final Maturity	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00		500,000.00
10/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
10/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
10/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
10/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
10/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
10/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
10/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
10/26/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
10/26/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
10/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
October 2026 Total					**1,350,000.00**	**104,319.08**	**1,454,319.08**
NOVEMBER 2026							
11/02/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
11/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
11/16/2026	Coupon	14913UBD1	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028		9,875.00	9,875.00
11/16/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
11/16/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
11/16/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
11/16/2026	Final Maturity	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00		500,000.00
11/16/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
11/16/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
11/16/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
11/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
11/20/2026	Coupon	023135CS3	250,000.00	AMAZON.COM INC 3.9 11/20/2028		4,875.00	4,875.00
11/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
11/25/2026	Principal Paydown	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	23,073.04		23,073.04
11/30/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
November 2026 Total					**523,073.04**	**98,140.83**	**621,213.87**
DECEMBER 2026							
12/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
12/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
12/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2026	Final Maturity	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00		500,000.00
12/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
12/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
12/15/2026	Coupon	91282CPP0	500,000.00	UNITED STATES TREASURY 3.5 12/15/2028		8,750.00	8,750.00
12/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
12/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,022.32	1,022.32
12/25/2026	Principal Paydown	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	37,809.11		37,809.11
12/31/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
12/31/2026	Final Maturity	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00		835,000.00
12/31/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
12/31/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
12/31/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
12/31/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
December 2026 Total					**1,372,809.11**	**113,186.91**	**1,485,996.02**
JANUARY 2027							
01/08/2027	Coupon	89236TFT7	500,000.00	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029		9,125.00	9,125.00
01/15/2027	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
01/15/2027	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
01/15/2027	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
01/15/2027	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
01/15/2027	Final Maturity	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00		500,000.00
01/15/2027	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
01/15/2027	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
01/15/2027	Coupon	91282CPT2	500,000.00	UNITED STATES TREASURY 3.5 01/15/2029		8,750.00	8,750.00
01/15/2027	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
01/21/2027	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
01/25/2027	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
01/25/2027	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		882.74	882.74
01/25/2027	Principal Paydown	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	42,589.48		42,589.48
01/25/2027	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2027	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
01/25/2027	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
January 2027 Total					**542,589.48**	**117,907.83**	**660,497.31**
FEBRUARY 2027							
02/01/2027	Coupon	756109CW2	350,000.00	REALTY INCOME CORP 3.95 02/01/2029		6,912.50	6,912.50
02/01/2027	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
02/01/2027	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
02/01/2027	Coupon	91282CGH8	500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		8,750.00	8,750.00
02/01/2027	Coupon	91282CGJ4	1,100,000.00	UNITED STATES TREASURY 3.5 01/31/2030		19,250.00	19,250.00
02/01/2027	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
02/01/2027	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
02/15/2027	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
02/16/2027	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
02/16/2027	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
02/16/2027	Final Maturity	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00		500,000.00
02/16/2027	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
02/16/2027	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
02/16/2027	Coupon	91282CQA2	1,100,000.00	UNITED STATES TREASURY 3.5 02/15/2029		19,250.00	19,250.00
02/16/2027	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
02/25/2027	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		725.52	725.52
02/25/2027	Principal Paydown	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	35,728.53		35,728.53
February 2027 Total					**535,728.53**	**156,688.35**	**692,416.88**
Grand Total			**94,380,000.00**		**6,674,948.85**	**1,331,066.25**	**8,006,015.10**

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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury & Agency Index	The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the April 22, 2026, Regular Meeting Minutes.

ATTACHMENTS:
042226 COT-CC Regular Meeting Draft Minutes.docx

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, April 22, 2026
9:30 AM

CALL TO ORDER:
Mayor Michelle J. Gomez called the Wednesday, April 22, 2026, City Commission meeting, being held in Commission Chambers, to order at 9:31 AM.

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

1. CITY ATTORNEY REPORT

City Attorney Ottinot reported that the City received a check in the amount of $315,000 from a class action water quality case related to PFAS contamination. This brings the total recovery from the litigation to over $1,000,000. The City Attorney noted that there are no restrictions on the use of these funds, leaving their allocation to the discretion of the Commission. Mayor Gomez expressed her hope that the funds would be directed toward water treatment infrastructure to address PFAS removal and ensure the safety of the City's water supply.

2. CITY MANAGER REPORT

2.a Yom HaShoah Holocaust Remembrance Day
Requested by Mayor Michelle J. Gomez

Mayor Gomez presented the proclamation to Evan Goldman, Esquire, and Scott Rutenberg of the Jewish Federation. The proclamation recognized April 14, 2026 as Yom HaShoah,

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Holocaust Remembrance Day in the City of Tamarac, honoring the six million Jewish victims of the Holocaust and all others targeted for persecution. Mayor Gomez noted the proclamation was moved from the April 7 meeting due to it falling near the end of Passover. A representative of the Jewish Federation of Broward County expressed gratitude, emphasizing the significance of this recognition coming from one of the most diverse cities in Broward County and underscoring the shared responsibility to stand against antisemitism and all forms of hate.

2.b Volunteer Appreciation Month Proclamation

Requested by Commissioner Krystal Patterson

Commissioner Patterson presented the proclamation recognizing April 2026 as Volunteer Appreciation Month, honoring a group of dedicated volunteers who have supported District 3 initiatives including the Gobble Gift Card Giveaway, Holiday Toy Drive, First Time Home Buyer Workshop, Kind Ride for Miles, and Senior Social at Kings Point, among other city events and HOA meetings. Commissioner Patterson publicly expressed her deep appreciation for the volunteers' consistent and freely given service. Volunteer representative, Ms. Keisha Bolden, offered brief remarks emphasizing the importance of service as a model of humble leadership for the next generation.

2.c Child Abuse Prevention Month Proclamation

Requested by Commissioner Krystal Patterson

Commissioner Patterson presented the proclamation declaring April 2026 as Child Abuse Prevention Month, highlighting the role of the Children’s Services Council of Broward County and the Broward Aware campaign in supporting families and preventing child abuse through evidence-based programs. David Kenton, Chief Operating Officer of the Children’s Services Council of Broward County, accepted the proclamation and expressed gratitude for the City of Tamarac’s ongoing partnership in supporting child abuse prevention efforts.

2.d Celebrating Earth Day Proclamation

Requested by Vice Mayor Marlon Bolton

Vice Mayor Bolton presented the proclamation declaring April 22, 2026 as Earth Day in the City of Tamarac. Vice Mayor Bolton invited all residents, colleagues, and members of the audience to join him at Challenger Elementary at 2:00 PM, where students would receive an environmental lecture and plants. The proclamation highlighted the Green Tamarac Initiative championed by Vice Mayor Bolton on February 12, 2025, and noted that, for the third consecutive Earth Day, Vice Mayor Bolton would partner with environmental champion Ilene Lieberman Michelson to distribute more than 100 trees to Tamarac residents. Vice Mayor Bolton also presented peace lily plants to his fellow commissioners and the City Manager as a symbol of the City's commitment to environmental stewardship in action. Ms. Lieberman Michelson accepted the proclamation and commended Vice Mayor Bolton for his year-round environmental advocacy.

2.e Teacher Appreciation Week Proclamation

Requested by Commissioner Dr. Kicia Daniel

Mayor Gomez read the proclamation on behalf of Commissioner Dr. Kicia Daniel, recognizing May 4 through May 8, 2026 as Teacher Appreciation Week in the City of Tamarac. Commissioner Dr. Kicia Daniel encouraged the community to celebrate educators,

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particularly in light of current budget cuts affecting public schools, and announced a forthcoming Teacher Appreciation barbecue in May. She invited residents to contact her office for event details and urged everyone to sponsor or thank a teacher. A community member who was a long-tenured educator with over 36 years of service in Broward County accepted the proclamation and shared remarks about her passion for teaching, volunteerism, and student success.

2.f Employee Service Awards

City Manager Levent Sucuoglu presided over the Employee Service Awards, recognizing staff for their years of dedicated service to the City of Tamarac. The following employees were honored:

5 Years: Tanya Sterling, Marvin Guerrier, Sebastian Niemand, Miguel Scott, Hasch Pinchinat, Navin Ramsaran, and Deshaun Hewitt.

10 Years: Elvine Johnson-O'Meally.

20 Years: Nichola Lewis-Morgan.

25 Years: Judith Henry, Michael Morrison, Charles Moss, Regina McCremmon-Sneed, and Marjorie Irizarry.

Following the service awards, City Manager Sucuoglu recognized all Administrative Professionals in honor of Administrative Professionals Day, inviting administrative staff forward for a group acknowledgment and photograph.

City Manager's Additional Report

City Manager Sucuoglu announced the following community items:

- District meetings are scheduled in May and will include city staff, elected officials, and community partners.
- Annual and semi-annual hazardous household waste, unused medication, and sensitive document drop-off events are scheduled for Saturday, April 25 and May 2.
- More than 5,000 Tamarac property owners benefit from a 20% flood insurance discount due to the City's Class 6 rating in the National Flood Insurance Program's Community Rating System, maintained since 2011. Flood safety information is distributed annually via the TamaGram, mailed to approximately 37,000 homes and businesses.
- A Mom and Me Candle Creations event will be held on Saturday, May 2 at the Tamarac Recreation Center in celebration of Mother's Day.
- The next Commission Meeting will be held on May 13 at 7:00 PM.

3. PUBLIC PARTICIPATION

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

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1) Peter Mason (Coral Springs) expressed thanks to the City of Tamarac for the use of the Community Center for a recent student sustainability seminar, which drew over 130 students. He described presentations on recycling, sustainable fashion, a community garden project at the Tamarac Moose Lodge, and a student-designed robot for planting seeds. Mr. Mason also announced the Rise Health Wealth Small Business Expo scheduled for the following day from 4 to 7 PM at the Community Center, noting over 60 vendors, speed networking, raffles, and resources including the City's small business grant program, Broward County micro grants, CareerSource Broward, and the Urban League.

2) Kate Johnson (Mainlands 4) commended long-tenured City employees and thanked first responders. She raised concerns regarding the recent Honor the Stripe/Tamarac Food and Wine Festival event, stating that the parking and shuttle arrangements, as well as the absence of accommodations for disabled attendees wishing to attend only the first responder recognition portion of the evening, created barriers for residents with disabilities.

3) Mark Goggin of Tamarac Lakes thanked the Commission for a neighborhood improvement project check received that morning and indicated contractor work would be scheduled. He also commented on the Commission's strategic planning session minutes, commending the quality of discussion. He urged the Commission and City Manager to monitor and plan for potential state legislative actions that could affect local property tax revenues and upcoming budget deliberations.

4) Natasha Britton, a Holly Court resident, expressed appreciation for the City's event programming and community support efforts. She suggested consideration of a non-seasonal food drive to address ongoing food insecurity, noting that demand exists year-round rather than only during traditional holiday periods. She also suggested that a donation drop-off opportunity be incorporated into upcoming large-scale City events.

4. COMMISSION REPORTS:

District 1 — Vice Mayor Marlon Bolton

Vice Mayor Bolton reiterated the invitation to join him at Challenger Elementary at 2:00 PM for the Earth Day event. He congratulated Tanya Sterling on her service award. He addressed the concerns raised during public participation regarding ADA accessibility at the Tamarac Food and Wine Festival, stating that a comprehensive ADA plan had been developed and implemented, including designated ADA-accessible seating, ADA-compliant shuttle buses operating from City Hall and the Community Center, and staff dressed in blue to assist individuals with disabilities. He encouraged residents to request the full ADA plan through a public records request. Vice Mayor Bolton also announced that tickets for the upcoming "Yard in the Lawn" concert featuring Buju Banton would be released on April 30th. To ensure Tamarac residents have access, the city will distribute 3,000 physical tickets to

Tamarac residents showing valid ID at the Community Center beginning April 30th, rather than requiring residents to compete in an online sale.

District 2 — Commissioner Morey Wright Jr.
Commissioner Morey Wright Jr. had no report.

District 3 — Commissioner Krystal Patterson
Commissioner Krystal Patterson acknowledged Vanessa, the executive assistant to the City Manager, in recognition of Administrative Professionals Day. She recognized BSO and city staff for the most recent Kind Ride for Miles event on the previous Saturday, which was dedicated to National Crime Victims Week. She announced the next ride would take place on May 16th at 8:00 AM at the complex, with rides suspended during the summer months and resuming in September. Commissioner Patterson acknowledged Lucky Scoops ice cream for partnering with her office and Commissioner Dr. Kicia Daniel on a veterans' social the previous day. She invited community members to a Haiti Uncovered cultural celebration on May 2nd at 6:30 PM at Casa de Amor restaurant in Tamarac, in honor of Haitian Heritage Month. She also announced a food drive on May 29th at 9:00 AM at the Tamarac Sports Complex.

District 4 — Commissioner Dr. Kicia Daniel
Commissioner Dr. Kicia Daniel expressed appreciation for the veterans' ice cream social with Lucky Scoops, noting that the business contributed significantly to covering event costs. She provided updates on her "Getting Stuff with Keisha" series, held every Thursday at the Community Center from 6:30 to 7:30 PM and on the second and fourth Saturdays from 10:00 to 11:00 AM. She praised the recently held youth symposium and noted positive feedback from participating students and their families. Commissioner Dr. Kicia Daniel announced a District 4 neighborhood meeting on May 28th at 6:30 PM at Colony West, at which district grant applications will be accepted for a second round of funding in the same fiscal year. She announced the annual Senior Expo on a date at the Tamarac Community Center, featuring free health screenings, vendors, social services agencies, and a $50 gift card for attending Tamarac residents. She encouraged residents with food insecurity to contact her office or dial 2-1-1 for assistance and noted ongoing food distribution partnerships with Food for the Poor. She also confirmed her office would coordinate a donation collection table at the Yard in the Lawn event.

At-Large – Mayor Michelle J. Gomez
Mayor Michelle J. Gomez recognized Elaine Benjamin for her outstanding support. She thanked Tamarac Parks and Recreation, Public Services, Tamarac Fire Rescue, and BSO District 7 for their continued service. Mayor Gomez reported on the success of her Rhythm and Wellness event, which drew a much larger crowd than anticipated, with activities including lion dancing, Zumba, and double dutch. She noted upcoming events including; Move With the Mayor Urban Line Dance on April 30th at 11:30 AM at the Community Center; a free Roots Superfood event on May 21st from 11:00 AM to noon; a Free Day of Dance on June 27th; and World Cup watch parties at Colony West on June 24th, June 27th, July 3rd, and July 19th. Mayor Gomez announced a Women Veterans Honoring event on June 12th

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at 11:30 AM at Colony West and encouraged women veterans not yet on the city's honor wall to contact her office. She also reminded residents to keep up with their health screenings.

5. CONSENT AGENDA

5.a Approval of the March 4, 2026, Strategic Planning (Day 1) Meeting Minutes.

5.b Approval of the March 5, 2026, Strategic Planning (Day 2) Meeting Minutes.

5c. Approval of the April 6, 2026 Commission Workshop Minutes.

5.d Approval of the April 7, 2026 Regular Commission Meeting Minutes.

5.e TR14383 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the purchase of Golf Course maintenance equipment: one (1) 2026 Terrain Cut Rough Mower and two (2) 2026 Gator TX Turf Utility Carts from Everglades Equipment Group in an amount not to exceed $125,754.74 from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

5.f TR14386 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying the grant application to Broward County Cultural Division, attached hereto as Exhibit "A"; accepting a $20,000 grant award, with a 1:1 local match, to support Tamarac's "Yard on the Lawn", Caribbean American Heritage festival; ratifying the grant agreement executed by the City Manager, attached hereto as Exhibit "B"; authorizing the execution of any additional documents, if necessary; providing for conflicts; providing for severability; and providing for an effective date.

5.g TR14389 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate city officials to approve the purchase of eleven (11) replacement vehicles for the Building, Community Development, Fire, and Public Services Departments from Duval Ford totaling $591,122, one (1) replacement bucket truck for the Public Services Department, from Altec totaling $272,550, and one (1) dump truck for the Public Services Department from Rechtien International totaling $186,300 through competitive procurement methods and utilizing available cooperative purchasing agreements, including but not limited to contracts awarded by Sourcewell, the Florida Sheriff's Association (FSA), the State of Florida, and the Bradford County Sheriff's Contract, authorizing an expenditure in an amount not to exceed $1,049,972 providing for conflicts; providing for severability; and providing for an effective date.

5.h TR14391 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the City of Tamarac List of Charitable Entities by adding "Jamaican Women of Florida Inc.," "Smileys Voice Foundation Inc.," and "Locust Foundation" to the list of charitable entities with which the City of Tamarac recognizes a formally approved relationship, attached hereto as Exhibit "A,"

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for the express purpose of compliance with Section 1-19(C)(5)(A)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

Motion to approve the Consent Agenda was made by Mayor Michelle J. Gomez and seconded by Commissioner Morey Wright Jr.

The motion carried 5–0

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

6. REGULAR AGENDA

No items were presented under the Regular Agenda.

7. ORDINANCE(S) - FIRST READING

7.a TO2629 - 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 Sections 10-4.10(B)entitled "Sign Permits" to provide exemptions for certain government related signs installed by the city; 10-4.10(L), entitled "Prohibited Signs", to remove the prohibition on electronic message center signs; 10-4.10(D), entitled "General Sign Requirements", to authorize and establish a use-based regulatory framework for electronic message center signs; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

A full presentation on this item had been delivered at the Staff Agenda Review Workshop on Monday, April 20th. Community Development Director Kent Walia was available for questions. No public comments were offered, and no commission discussion on the item.

Motion to approve Ordinance TO2629 on first reading was made by Vice Mayor Marlon Bolton and seconded by Commissioner Morey Wright Jr.

The motion carried 3–2.

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

8. ORDINANCE(S) - SECOND READING

8.a TO2625 - 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

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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 east side of N Hiatus Road, North of W Commercial Boulevard, at 5600 N Hiatus Road, shown in Exhibit "A" and more particularly described in the legal description shown in Exhibit "B" attached hereto, to change the future land use of approximately 6.1 gross acres of land from "Commercial" to "Industrial" to facilitate the development of an industrial warehouse facility and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 2-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.

A full presentation had been delivered at the April 7th meeting on first reading. Community Development Director Kent Walia was available for questions. No public comments were offered and no commission discussion on the item.

Motion to approve Ordinance TO2625 on second reading was made by Vice Mayor Marlon Bolton and seconded by Commissioner Morey Wright Jr.

The motion carried 5–0.

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

9. QUASI-JUDICIAL HEARING(S)

9.a TO2626 - 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 5.5 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current MU-C (Mixed-Use Corridor) zoning classification to the proposed BP (Business Park) zoning classification, for the subject property located on the east side of N Hiatus Road, north of W Commercial Boulevard, shown in Exhibit "B" at 5600 N Hiatus Road to allow for the proposed industrial warehouse facility and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 8-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.

DRAFT

All witnesses were sworn in by the City Clerk Dillon. Commission members disclosed ex parte communications. Mayor Gomez, Vice Mayor Bolton, Commissioner Dr. Kicia Daniel, and Commissioner Patterson each reported no contacts since the last meeting. Commissioner Morey Wright Jr. noted that he had met with the applicant's representative, Mr. Butler, via Zoom, as previously disclosed at the April 7th meeting. No public comments were offered, and no commission discussion on the item.

Motion to approve Ordinance TO2626 on second reading was made by Vice Mayor Marlon Bolton and seconded by Commissioner Morey Wright Jr.

The motion carried 5–0.

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

10. PUBLIC HEARING(S)

No items were presented under Public Hearings.

11. OTHER

11.a Consideration of ICLEI USA Membership for Sustainability and Resilience Planning Support.

Requested by Commissioner Morey Wright Jr.

Commissioner Wright Jr. introduced the item, explaining that ICLEI USA (Local Governments for Sustainability) is an international organization with a network of over 2,500 municipalities focused on sustainability and climate resilience. He described attending a C40 Cities conference in Brazil, where he was invited by Mayor Ashira Mohammed of Pembroke Park—who had herself been encouraged by the late Vice Mayor Nancy Metayer to pursue membership. Commissioner Wright Jr. emphasized the organization's value in connecting cities to grant funding—citing that Bloomberg Philanthropies and the United Nations Secretary General had directed $150,000,000 toward local governments for climate resiliency work—and suggested that a city grants staff member serve as the primary staff liaison. The annual membership fee was noted as $2,200.

Commissioner Dr. Daniel expressed support for the item, noting particular interest in the grant access opportunities and suggesting that all five commissioners consider participating rather than just one.

Vice Mayor Bolton posed a series of questions regarding the benefits of membership, including whether the elected official liaison would attend conferences at reduced or no cost, and raised the procedural concern that the membership application form requires the designation of both a primary elected official liaison and a staff member. He noted that several commissioners, including the item's requestor, are up for reelection and may not be serving past November, and asked whether the organization allows for the substitution of a liaison representative. City Manager Sucuoglu clarified, upon reviewing the application in real time, that if no liaison is designated by the jurisdiction, the mayor, board chair, or

DRAFT

commission chair defaults to that role, and that the form does account for a commission-designated liaison.

Vice Mayor Bolton ultimately expressed support for the item and indicated he would support Commissioner Wright Jr. as the initial elected official liaison, given that he brought the item forward. He asked that if, upon further review, the organization does not readily permit substitution of a representative, the item be brought back to the Commission so that a member with sufficient remaining tenure could be appointed. He suggested Commissioner Krystal Patterson as an alternative if that situation arose.

Mayor Gomez expressed a measured position, stating that while she respected the initiative and its connection to Vice Mayor Mateer's legacy, she was not fully persuaded that ICLEI membership would provide benefits beyond those already available through the National League of Cities, US Conference of Mayors, Broward League of Cities, and the MPO. She indicated she would defer to commission consensus.

Commissioner Wright Jr., following extended discussion regarding the appointment, withdrew the item rather than continuing to debate the matter of liaison designation, and asked that the Commission move on.

No formal vote was taken. The item was withdrawn by Commissioner Wright Jr.

13. ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 11:18 AM.

Minutes transcribed 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, April 22, 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.

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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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14387

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14387 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing John G. Beckford and Kim O. Rowe as Resident Appointed Trustees to the Police Pension Board to serve a four-year term ending May 13, 2030, or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

To appoint two (2) Resident Trustees to the Police Pension Board for a term of four years each.

BACKGROUND:

Section 185.05, Florida Statutes, and Section 16-331(a) of the City of Tamarac Code of Ordinances govern the appointment of Trustees to the City of Tamarac Police Pension Board. In accordance with the City Code, two (2) trustees must be legal residents of the City and are appointed by the City Commission.

The terms of the current appointed Resident Trustees have expired, and John G. Beckford and Kim O. Rowe have been selected by the City Commission to serve as the new appointees to the Board.

The appointment process begins with the opening of an application period by the City Clerk's Office. Pursuant to Section 2-58 of the Code of Ordinances, the City Clerk is responsible for advertising vacancies and soliciting applications through various channels, including the City's

website, a newspaper of general circulation, and social media. For this cycle, notices were published advising that the application period would run from January 18, 2026, through February 2, 2026. During this time, the City Clerk's Office coordinated with the Public Information Office to issue social media reminders encouraging residents to submit applications before the deadline. At the conclusion of the application period, there were 8 applicants in total.

The administrative policy governing board and committee appointments further provides that the City Clerk's Office is responsible for collecting and processing applications and preparing any necessary resolutions for City Commission consideration.

Once the application period closes, the City Clerk's Office compiles binders containing all submitted applications and distributes them to the Mayor and Commissioners for review. Following their review, each Commissioner and the Mayor submit the names of their selected appointees to the City Clerk. The City Clerk then reviews the selections, identifies the nominees in accordance with the established procedures, and prepares a resolution appointing the proposed Resident Trustees for placement on an upcoming City Commission agenda. The appointments are subsequently considered and approved by the City Commission at a duly noticed public meeting.

ISSUE:

The terms of the currently appointed trustees have expired, and new appointments are required

ATTACHMENTS:

TR14387 Police Pension Board Appointment Memo.pdf
TR14387 - Police Pension Board Resident Appointment Reso.pdf
Police Applicants.pdf
Police Resume.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK'S OFFICE

TO:	**Levent Sucuoglu, City Manager**	**DATE:**	**May 1, 2026**
THRU:	**Kimberly Dillon, City Clerk**		
FROM:	**Monica Barros Assistant City Clerk**	**RE:**	**TR14387 Appointment by the Commission of Two Resident Trustees to the Police Pension Board**

RECOMMENDATION:

To appoint two (2) Resident Trustees to the Police Pension Board for a term of four years each.

ISSUE:

The terms of the currently appointed trustees have expired, and new appointments are required.

BACKGROUND:

Section 185.05, Florida Statutes, and Section 16-331(a) of the City of Tamarac Code of Ordinances govern the appointment of Trustees to the City of Tamarac Police Pension Board. In accordance with the City Code, two (2) trustees must be legal residents of the City and are appointed by the City Commission.

The terms of the current appointed Resident Trustees have expired, and John G. Beckford and Kim O. Rowe have been selected by the City Commission to serve as the new appointees to the Board.

The appointment process begins with the opening of an application period by the City Clerk's Office. Pursuant to Section 2-58 of the Code of Ordinances, the City Clerk is responsible for advertising vacancies and soliciting applications through various channels, including the City's website, a newspaper of general circulation, and social media. For this cycle, notices were published advising that the application period would run from January 18, 2026, through February 2, 2026. During this time, the City Clerk's Office coordinated with the Public Information Office to issue social media reminders encouraging residents to submit applications before the deadline. At the conclusion of the application period, there were 8 applicants in total.

The administrative policy governing board and committee appointments further provides that the City Clerk's Office is responsible for collecting and processing applications and preparing any necessary resolutions for City Commission consideration.

Once the application period closes, the City Clerk's Office compiles binders containing all submitted applications and distributes them to the Mayor and Commissioners for review. Following their review, each Commissioner and the Mayor submit the names of their selected appointees to the City Clerk. The City Clerk then reviews the selections, identifies the nominees in accordance with the established procedures, and prepares a resolution appointing the proposed Resident Trustees for placement on an upcoming City Commission agenda. The appointments are subsequently considered and approved by the City Commission at a duly noticed public meeting.

FISCAL IMPACT:

No Fiscal Impact.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING JOHN G. BECKFORD AND KIM O. ROWE AS RESIDENT APPOINTED TRUSTEES TO THE POLICE PENSION BOARD TO SERVE A FOUR-YEAR TERM ENDING MAY 13, 2030, OR UNTIL SUCH TIME NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 16-571 of the Tamarac Code provides for membership of the Police Pension Board ; and

WHEREAS, under Section 16-571(a) of the City of Tamarac Code, the Police Pension Plan shall be administered by five (5) trustees. Two (2) resident trustees shall be appointed by the City Commission, two (2) trustees shall be elected by plan participants defined as full-time Police officers, as defined in F.S. § 185.02, or retirees, one (1) trustee (5th member), shall be elected by the other four Trustees on the Board and appointed as a ministerial act by the City Commission ; and

WHEREAS, Resident Trustees shall be legal residents of the City of Tamarac appointed by the City Commission ; and

WHEREAS, The terms of the currently appointed trustees have expired, and new appointments are required ; 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 John G. Beckford and Kim O. Rowe as the new Resident Trustees to the Police Pension Board.

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 pursuant to Section 16-571 of the Tamarac Code, John G. Beckford and Kim O. Rowe are appointed as the new Resident Trustees for the Tamarac Police Pension Board to serve a four-year term ending on May 13, 2030, or until such time as new appointments are made

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 13 day of May, 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

Profile

Which Boards would you like to apply for?

Police Pension Board: Submitted

Kim (First Name) | O (Middle Initial) | Rowe, Jd (Last Name)

9702 N Grand Duke Circle (Home Address) | (Suite or Apt)

Tamarac (City) | FL (State) | 33321 (Postal Code)

Length of time as a resident in Tamarac:

5 years

What district do you live in? *

☑ District 3

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

rowe_kimesha@yahoo.com
Email Address

Home: (305) 497-1682 (Primary Phone) | (Alternate Phone)

** Section 760.80, Florida Statutes, requires that certain information on statutorily created boards be filed annually with the Florida Department of State. Providing this information is voluntary and has no impact on the selection process, but in the instance of missing information, the City will attempt to identify your race and ethnicity by visual observation in order to comply with State law.*

Employment

(Employer) | (Job Title)

What are your duties at your current position?

Rowe__Kimesha_Legal_Resume_Official.docx
Upload a Resume

Education

Name and location of High School or College:

Field of study:

Degree:

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ○ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Application Certification

By filing this application with the City of Tamarac, I do hereby acknowledge the following:

1. This application, when completed and filed with the City Clerk's Office, is a public record under Chapter 119 of the Florida Statutes and open to public inspection.
2. Appointments to a board, commission, or committee are voluntary; service is without compensation and at the discretion of the appointing Commissioner.
3. I am responsible for keeping the information on this form current, and any changes or updates will be provided to the City Clerk's Office.
4. I understand that I may be required to electronically file Form 1 Statement of Financial Interests with the Florida Commission on Ethics annually. When I leave service, I will be required to file Form 1F and will do so accordingly.
5. I acknowledge that if I am appointed to a board, commission, or committee, it is my obligation and duty to comply with the following:
   a. Florida Sunshine Law (Florida Statutes, Chapter 286)
   b. Florida Public Records Law (Florida Statutes, Chapter 11 9)
   c. City of Tamarac Code of Ethics (Article XI, Code of Ordinances)
6. I acknowledge the responsibilities that come with the appointment. I will ensure I have sufficient time to fulfill my role as a member of the board, commission, or committee.

The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

Kim O Rowe, Jd

Profile

Which Boards would you like to apply for?

Police Pension Board: Submitted

John (First Name) G (Middle Initial) Beckford (Last Name)

10370 E Clairmont Cir (Home Address) (Suite or Apt)

Tamarac (City) FL (State) 33321 (Postal Code)

Length of time as a resident in Tamarac:

1year

What district do you live in? *

☑ District 3

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

jglfbeckford@gmail.com (Email Address)

Mobile: (954) 494-4483 (Primary Phone) (Alternate Phone)

** Section 760.80, Florida Statutes, requires that certain information on statutorily created boards be filed annually with the Florida Department of State. Providing this information is voluntary and has no impact on the selection process, but in the instance of missing information, the City will attempt to identify your race and ethnicity by visual observation in order to comply with State law.*

Employment

TBG Real Estate (Employer) Realtor and Property Manager (Job Title)

What are your duties at your current position?

Real estate sales, rental, leases, and property management services

Upload a Resume

Education

Name and location of High School or College:

FIU

Field of study:

Engineering

Degree:

Other professional and/or technical training:

Licensed Realtor Licensed CAM

Are you currently or have you previously served on a City board or committee?

(•) Yes ( ) No

If yes, which?

Code Enforcement

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I have several years serving on a variety of municipal boards and committees including Code Enforcement, Planning, Chamber of Commerce, Urban League, Camillus House, and more.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

My Staffing and Recruitment work experience in working with human resources staff to not only recruit, but also provide input with salary and benefits pacakges.

Application Certification

By filing this application with the City of Tamarac, I do hereby acknowledge the following:

1. This application, when completed and filed with the City Clerk's Office, is a public record under Chapter 119 of the Florida Statutes and open to public inspection.
2. Appointments to a board, commission, or committee are voluntary; service is without compensation and at the discretion of the appointing Commissioner.
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   a. Florida Sunshine Law (Florida Statutes, Chapter 286)
   b. Florida Public Records Law (Florida Statutes, Chapter 11 9)
   c. City of Tamarac Code of Ethics (Article XI, Code of Ordinances)
6. I acknowledge the responsibilities that come with the appointment. I will ensure I have sufficient time to fulfill my role as a member of the board, commission, or committee.

The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

John G Beckford

Kimesha O. Rowe
Kimrowe07@gmail.com| | (305) 497-1682
Tamarac, FL

Education

Florida International University College of Law
Juris Doctor, December 2025

Florida International University
BBA in Human Resources Management, Cum Laude, May 2020

Legal Experience

U.S. District Court, Southern District of Florida, Miami, FL
Judicial Intern, Hon. Judge David Leibowitz | Sept–Dec 2025

- Observed civil/criminal proceedings, jury trials, and settlement conferences
- Conducted legal research and drafted memoranda
- Review trial transcripts for accuracy
- Review motions and draft orders

FIU College of Law, Miami, FL
Student Research Assistant | Sept–Dec 2025

- Supported faculty with legal research
- Assist in preparing ABA CLE presentations
- Arrange student pro-bono opportunities

Jackson Lewis P.C., Miami, FL
Summer Associate | June–Aug 2025

- Drafted legal memoranda, motions, and discovery documents
- Conducted multi-jurisdictional legal research
- eDiscovery
- Participated in depositions, mediations, client meetings and arbitration hearing

Equal Employment Opportunity Commission (EEOC), Miami, FL
Legal Extern | Sept–Nov 2024

- Legal Research and Case Review
- Drafted Memorandums
- Attended Depositions
- eDiscovery

Additional Professional Experience

- ***Human Resources Generalist***
  Aerotek/Nidec Motor Corp | *May 2023–May 2025*
- ***Human Resources Generalist***
  Jessie Trice Community Health System | *Oct 2021–Mar 2023*
- ***Corporate HR Coordinator***
  Adams and Associates | *Nov 2019–Oct 2021*
- ***Senior HR Assistant Intern***
  Amazon | *Summer 2019*

Certifications

- Microsoft Office Specialist
- Harvard Business School Online: Global Business
- LexisNexis Certification (Parts 1 & 2)

Pro Bono Work and Extracurricular Activities

- **Project CE**: Served as coordinator for Summer Student Outreach that aimed to educate underrepresented students high school students about the law (Summer 2025)
- **FIU Guardianship Clinic**: Prepared guardianship paperwork for annual court filing
- **LEAD Project**: Educated middle school students on legal topics (Summer 2023)
- American & Caribbean Law Initiative
- **FIU Law Trial Advocacy Team**
  - *Earl Zehmer Mock Trial Competition (2025 Quarterfinalist)*
- **FIU Law Moot Court Team**
  - *Thurgood Marshall Moot Court Competition (2025 Southern Regional Championship Winner; Best Respondent Brief)*
- **Negotiation and Mediation Team (NAMT)**
  - *ABA Negotiation Team Competitor*
- **Student Bar Association**: DEI Vice Chair
- **Black Law Student Association**: Section Rep, 1L Retention Rep
- **Employment & Labor Law Society**: Secretary (2024), President (2025)
  - Planned and facilitated on-campus and off-campus networking events for students
  - Connected students with scholarship opportunities

Skills

- Legal Research & Writing
- Problem Solving & Analytical Thinking
- Microsoft 365 Proficiency
- Strong Communication & Listening
- Detail-Oriented & Adaptable

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14388

AGENDA SECTION: **CONSENT AGENDA**

TITLE:

TR14388 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing Brian Neff and Randy Cross as Resident Appointed Trustees to the Fire Pension Board to serve a four-year term ending May 13, 2030, or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: To appoint two (2) Resident Trustees to the Fire Pension Board for a term of four years each.

BACKGROUND:

Section 175.061, F.S., and Section 16-331(a) of the Tamarac Code of Ordinances provide for the appointment of Trustees to the City of Tamarac Firefighters' Pension Board. Under the City Code, two (2) trustees, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission.

The terms of the current appointed Resident Trustees have expired, and Brian L. Neff and Randy M. Cross have been selected by the City Commission as the new appointees to the Board.

The appointment process begins with the opening of an application period by the City Clerk's Office. Pursuant to Section 2-58 of the Code of Ordinances, the City Clerk is responsible for advertising vacancies and soliciting applications through various channels, including the City's website, a newspaper of general circulation, and social

media. For this cycle, notices were published advising that the application period would run from January 18, 2026, through February 2, 2026. During this time, the City Clerk's Office coordinated with the Public Information Office to issue social media reminders encouraging residents to submit applications before the deadline. At the conclusion of the application period, there were 6 applicants in total.

The administrative policy governing board and committee appointments further provides that the City Clerk's Office is responsible for collecting and processing applications and preparing any necessary resolutions for City Commission consideration.

Once the application period closes, the City Clerk's Office compiles binders containing all submitted applications and distributes them to the Mayor and Commissioners for review. Following their review, each Commissioner and the Mayor submit the names of their selected appointees to the City Clerk. The City Clerk then reviews the selections, identifies the nominees in accordance with the established procedures, and prepares a resolution appointing the proposed Resident Trustees for placement on an upcoming City Commission agenda. The appointments are subsequently considered and approved by the City Commission at a duly noticed public meeting.

ISSUE:

The terms of the currently appointed trustees have expired, and new appointments are required.

ATTACHMENTS:

TR14388_Fire_Pension_Board_Appointment_Memo.pdf
TR14388 - Fire Pension Board Resident Appointment Reso.pdf
Fire Applicants.pdf
Fire Resumes.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK'S OFFICE

TO:	**Levent Sucuoglu, City Manager**	**DATE:**	**May 1, 2026**
THRU:	**Kimberly Dillon, City Clerk**		
FROM:	**Monica Barros Assistant City Clerk**	**RE:**	**TR14388 Appointment by the Commission of Two Resident Trustees to the Fire Pension Board**

RECOMMENDATION:

To appoint two (2) Resident Trustees to the Fire Pension Board for a term of four years each.

ISSUE:

The terms of the currently appointed trustees have expired, and new appointments are required.

BACKGROUND:

Section 175.061, F.S., and Section 16-331(a) of the Tamarac Code of Ordinances provide for the appointment of Trustees to the City of Tamarac Firefighters' Pension Board. Under the City Code, two (2) trustees, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission.

The terms of the current appointed Resident Trustees have expired, and Brian L. Neff and Randy M. Cross have been selected by the City Commission as the new appointees to the Board.

The appointment process begins with the opening of an application period by the City Clerk's Office. Pursuant to Section 2-58 of the Code of Ordinances, the City Clerk is responsible for advertising vacancies and soliciting applications through various channels, including the City's website, a newspaper of general circulation, and social media. For this cycle, notices were published advising that the application period would run from January 18, 2026, through February 2, 2026. During this time, the City Clerk's Office coordinated with the Public Information Office to issue social media reminders encouraging residents to submit applications before the deadline. At the conclusion of the application period, there were 6 applicants in total.

The administrative policy governing board and committee appointments further provides that the City Clerk's Office is responsible for collecting and processing applications and preparing any necessary resolutions for City Commission consideration.

Once the application period closes, the City Clerk's Office compiles binders containing all submitted applications and distributes them to the Mayor and Commissioners for review.

Following their review, each Commissioner and the Mayor submit the names of their selected appointees to the City Clerk. The City Clerk then reviews the selections, identifies the nominees in accordance with the established procedures, and prepares a resolution appointing the proposed Resident Trustees for placement on an upcoming City Commission agenda. The appointments are subsequently considered and approved by the City Commission at a duly noticed public meeting.

FISCAL IMPACT:

No Fiscal Impact.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING BRIAN NEFF AND RANDY CROSS AS RESIDENT APPOINTED TRUSTEES TO THE FIRE PENSION BOARD TO SERVE A FOUR-YEAR TERM ENDING MAY 13, 2030, OR UNTIL SUCH TIME NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 16-331 of the Tamarac Code provides for membership of the Fire Pension Board ; and

WHEREAS, under Section 16-331(a) of the City of Tamarac Code, the Fire Pension Plan shall be administered by five (5) trustees. Two (2) resident trustees shall be appointed by the City Commission, Two (2) trustees shall be full-time firefighters, as defined in section 175.032(11)(a), F.S., or retired firefighters, receiving benefits hereunder, and One (1) trustee shall be selected by the other four trustees as provided for herein, and shall be appointed, as a ministerial act, by the city commission. ; and

WHEREAS, Resident Trustees shall be legal residents of the City of Tamarac appointed by the City Commission ; and

WHEREAS, The terms of the currently appointed trustees have expired, and new appointments are required ; 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 Brian Neff and Randy Cross as the new Resident Trustees to the Fire Pension Board.

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 pursuant to Section 16-331 of the Tamarac Code, Brian Neff and Randy Cross are appointed as the new Resident Trustees for the Tamarac Fire Pension Board to serve a four-year term ending on May 13, 2030, or until such time as new appointments are made

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 13 day of May, 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

Profile

Which Boards would you like to apply for?

Firefighters Pension Board: Submitted

Brian (First Name) | L (Middle Initial) | Neff (Last Name)

7611 Southampton Terrace (Home Address) | 411 (Suite or Apt)

Tamarac (City) | FL (State) | 33321 (Postal Code)

Length of time as a resident in Tamarac:

10 years

What district do you live in? *

☑ District 3

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

bneff@smartadvantage.com
Email Address

Home: (954) 675-0027 (Primary Phone) | (Alternate Phone)

** Section 760.80, Florida Statutes, requires that certain information on statutorily created boards be filed annually with the Florida Department of State. Providing this information is voluntary and has no impact on the selection process, but in the instance of missing information, the City will attempt to identify your race and ethnicity by visual observation in order to comply with State law.*

Employment

Smart Advantage, Inc. (Employer) | Senior Consultant (Job Title)

What are your duties at your current position?

Work directly with clients on their marketing/sales messaging

Brian_Neff_s_Resume.doc
Upload a Resume

Education

Name and location of High School or College:

Vassar College Poughkeepsie, NY

Field of study:

English

Degree:

BA

Other professional and/or technical training:

University of Kansas Lawrence, KS

Are you currently or have you previously served on a City board or committee?

(•) Yes ( ) No

If yes, which?

Firefighters Pension Board

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I've greatly enjoyed serving on the Firefighters Pension Board for the past few years, and look forward to continuing to serve the city's firefighters.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

In my role as Trustee, I am a Certified Public Pension Trustee through FPPTA.

Application Certification

By filing this application with the City of Tamarac, I do hereby acknowledge the following:

1. This application, when completed and filed with the City Clerk's Office, is a public record under Chapter 119 of the Florida Statutes and open to public inspection.
2. Appointments to a board, commission, or committee are voluntary; service is without compensation and at the discretion of the appointing Commissioner.
3. I am responsible for keeping the information on this form current, and any changes or updates will be provided to the City Clerk's Office.
4. I understand that I may be required to electronically file Form 1 Statement of Financial Interests with the Florida Commission on Ethics annually. When I leave service, I will be required to file Form 1F and will do so accordingly.
5. I acknowledge that if I am appointed to a board, commission, or committee, it is my obligation and duty to comply with the following:
   a. Florida Sunshine Law (Florida Statutes, Chapter 286)
   b. Florida Public Records Law (Florida Statutes, Chapter 11 9)
   c. City of Tamarac Code of Ethics (Article XI, Code of Ordinances)
6. I acknowledge the responsibilities that come with the appointment. I will ensure I have sufficient time to fulfill my role as a member of the board, commission, or committee.

The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

Brian L Neff

Profile

Which Boards would you like to apply for?

Firefighters Pension Board: Submitted

Randy (First Name) | M (Middle Initial) | Cross (Last Name)

5701 White Hickory Circle (Home Address) | (Suite or Apt)

Tamarac (City) | FL (State) | 33319 (Postal Code)

Length of time as a resident in Tamarac:

20 years

What district do you live in? *

☑ District 2

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

randymcross@gmail.com
Email Address

Mobile: (954) 868-5930 (Primary Phone) | (Alternate Phone)

** Section 760.80, Florida Statutes, requires that certain information on statutorily created boards be filed annually with the Florida Department of State. Providing this information is voluntary and has no impact on the selection process, but in the instance of missing information, the City will attempt to identify your race and ethnicity by visual observation in order to comply with State law.*

Employment

Nova Southeastern University (Employer) | Professor of Public Administration (Job Title)

What are your duties at your current position?

I am professor of public administration and I teach undergraduate though doctoral courses in the public administration program.

Curriculum_Vitae.docx
Upload a Resume

Education

Name and location of High School or College:

Tamarac Elementary, Nova Middle, Nova High (graduated), University of Central Florida, Florida Atlantic University (graduated undergrad and grad school), Barry University (graduated doctor of education)

Field of study:

Various

Degree:

Ed.d highest

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I have over 30 years of experience working in local government working for the cities of Deerfield Beach and Miramar. I retired from Miramar after nearly 25 years and held various positions including procurement director, Human Resources director, and assistant city manager/chief operations officer. I served as the city's liaison to the city's GE, Police, and Fire pension boards for many years as the HR director. I am now working for NSU as a college professor and I would like to be engaged more in my home town. I have the time to participate and I have some experience in this area.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

I served as the staff liaison to the City of Miramar general employees, police, and firefighter pension boards for many years.

Application Certification

By filing this application with the City of Tamarac, I do hereby acknowledge the following:

1. This application, when completed and filed with the City Clerk's Office, is a public record under Chapter 119 of the Florida Statutes and open to public inspection.
2. Appointments to a board, commission, or committee are voluntary; service is without compensation and at the discretion of the appointing Commissioner.
3. I am responsible for keeping the information on this form current, and any changes or updates will be provided to the City Clerk's Office.
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5. I acknowledge that if I am appointed to a board, commission, or committee, it is my obligation and duty to comply with the following:
   a. Florida Sunshine Law (Florida Statutes, Chapter 286)
   b. Florida Public Records Law (Florida Statutes, Chapter 11 9)
   c. City of Tamarac Code of Ethics (Article XI, Code of Ordinances)
6. I acknowledge the responsibilities that come with the appointment. I will ensure I have sufficient time to fulfill my role as a member of the board, commission, or committee.

The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

Randy M Cross

BRIAN NEFF
7611 Southampton Terrace, #411
Tamarac, Florida 33321
(954) 675-0027
bneff@smartadvantage.com

Smart Advantage, Inc.
April, 2007 – Present
Senior Consultant
Responsible for guiding clients through Competitive Advantage process. This includes:

- Coordinating with 50 clients annually
- Making over 30 Competitive Advantage presentations a year
- Designing, interpreting, and delivering market research results to over 25 clients annually
- Contributing to the Smart Advantage blog/newsletter
- Analyzing websites of clients, and their competitors, for Competitive Intelligence and Competitive Advantage messaging

Symmetrical Stair
June, 2006 – April, 2007
Manager, Education & Learning
Trained staff of 65 on Safety, Production Techniques, and Field Service Delivery.

- Developed first ever formal training program for onboarding Project Managers.

South Florida Manufacturers Association
1997 – 2006
Vice President
Responsible for the creation and delivery of member services for area manufacturing companies. Accomplishments included:

- Served as the manufacturing representative to regional economic development groups, including the Broward Alliance, the Beacon Council, and the Palm Beach Business Development Board. Helped secure over $50,000 in training grants for member companies.
- Created and coordinated 2-3 workshops monthly.
- Managed the annual South Florida Manufacturer of the Year signature event, including the development of judging criteria, nomination process, and CEO interviews.

Florida Sterling Council
1993-1997
Associate Administrator
The Florida Sterling Council is the statewide non-profit public/private partnership responsible for promoting the principles of Performance Excellence. This is accomplished through the administration of an annual excellence award, quality conference, training, consulting, and developing materials related to Quality Management. Accomplishments included:

- Assisted in the development of the initial publication of the *Sterling Challenge*.
- Conducted more than 10 onsite visits over a three-year period. Served as Team Leader/Staff Coordinator for 5 onsite visits.

City of Leslie, Michigan
1989 – 1990
City Administrator
Served as the first City Administrator for Leslie, a city of approximately 2,500 residents, 35 Full & Part Time Employees, with an annual budget of over $1 million. Accomplishments included:

- Decreased property tax mill rate for two straight budget sessions. This was done during a recession that saw major local businesses close their operations.
- Developed and implemented the city's first ever comprehensive budget.
- Secured $50,000 grant for downtown redevelopment.

City of Wichita, Kansas
1988 – 1989
Administrative Assistant to the City Manager
Worked directly with the City Manager to:

- Developed a 3-year renovation plan for the city's minor league baseball stadium

EDUCATION

Vassar College
Bachelor of Arts

University of Kansas
Masters of Public Administration

Florida State University
Coursework towards Ph.D.

Randy Cross, Ed.D.

5701 White Hickory Circle • Tamarac, Florida 33319
Phone: 954.868.5930 • E-Mail: randymcross@gmail.com

Professional Profile

I have over twenty-five years of professional experience in municipal management and administration, a doctoral degree in organizational learning and leadership from Barry University, and a master's degree in public administration from Florida Atlantic University. I retired after nearly 25 years with my previous employer, the City of Miramar, and had the opportunity to advance from an entry-level internship to senior management during my time there.

Additionally, I taught as an adjunct professor at Barry University from 2007 to 2022, teaching undergraduate and graduate courses in the public administration, criminal justice, emergency management and the business administration programs.

Since 2025 I have served as an assistant professor of public administration and the director of the Center of Public Service at Nova Southeastern University.

Professional Experience

Human Resources Director Human Resources Department City of Miramar July 2018 – March 2025 (retired)	• Restructure the Human Resources Department • Prepare City to move towards a self-funded health insurance model which has resulted in average annual savings of over $2 million dollars per year • Implement onsite employee healthcare center • Negotiate and finalize stalled collective bargaining agreements
Assistant City Manager / Chief Operations Officer City Managers Office City of Miramar February 2016 – June 2018	• Assist with highly sensitive projects and resolution of various senior management tasks. • Regularly represent the City Manager in meetings and events with elected officials • Draft and present agenda items to the City Commission • Responsibilities included overseeing the administration and operations of the Public Works, Parks and Recreation, and the Construction/Facilities management departments, execution of all major projects within the Operational and Capital Improvement Budgets, provide guidance and facilitation in the development of the city's annual budget, regularly meet with elected officials regarding all facets of challenges facing municipal management
Procurement Director Procurement Department City of Miramar December 2010 – February 2016	• Restructure the Procurement Department, hire new staff, re-establish the department's role within the organization • Authorize all city purchases, contracts, and other procurement related functions • Negotiate all agreements for goods, general services, construction, and professional services (architects, engineers, etc.).
Support Services Commander City of Miramar Police Department June 2009 – December 2010	• Manage all support and administrative functions within the police department • Prepare, present to the city commission, and manage the department's annual budget ($32 million). • Manage the maintenance of all department facilities, fleet of marked and unmarked vehicles

Randy Cross, Ed.D.

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	• Manage emergency management planning and operations during declared emergencies • Manage all police department human resource functions including recruitment, labor relations & collective bargaining, classification and compensation, benefits management
Research and Planning Manager Police Department City of Miramar June 2004 – June 2009	• Manage and write Department grants (totaling $10+ million dollars, annually) • Administrator of Ft. Lauderdale Urban Area Security Initiative – 30+ million-dollar grant program • Prepare, present to the city commission, and manage the department's annual budget ($32 million). • Manage all police department human resource functions including recruitment, labor relations & collective bargaining, classification and compensation, benefits management • Manage emergency management planning and operations during declared emergencies <u>Fort Lauderdale Urban Area Security Initiative Administrator</u> • Chair executive steering committee (comprised of city managers, police chiefs, fire chiefs, etc.) that approved all grant budgets, funding governance and local agency participation, and coordinated with state and federal steering committees. • Write and manage the annual multimillion-dollar homeland security grant program that provides training, equipment, and supplies to local law enforcement and first responder agencies throughout Broward and Palm Beach Counties. • Approve the purchase and reimbursement of over $30 million dollars in grant funds for the hiring of contractors, consultants, and the purchase of equipment and supplies.
Senior Human Resources Analyst Human Resources Department & Police Department City of Miramar June 2002 – June 2004	• Manage all police department human resource functions including recruitment, background investigations, labor relations & collective bargaining, classification and compensation, benefits management • Assist with grant management, budget preparation, and other administrative projects within the Police Department
Administrative Project Coordinator/College Intern Public Works Department City of Deerfield Beach December 1999 – June 2002	• Developed and maintained Strategic Plan objectives and statistics for Public Works Department • Assisted with budget process for Public Works Department and the management of the solid waste fund. • Maintained Personnel/Payroll records for Public Works Department • Increased participation in the City's Recycling Office Program. • Assisted in the collection of recycling materials from businesses and homeowners • Assisted in the coordination of maintenance work orders, project plans, project budgeting, scheduling of work authorization requests.

Randy Cross, Ed.D.

5701 White Hickory Circle • Tamarac, Florida 33319
Phone: 954.868.5930 • E-Mail: randymcross@gmail.com

Academic Experience

Assistant Professor of Public Administration | Director, Center for Public Service Nova Southeastern University 2025 - Current	• Teach graduate and doctoral students in the public administration program. • Conduct research in the field of public administration focusing on exploring human resources theories and best practices, especially as they relate to employee development, succession planning, and organizational culture within government settings. Research also examines the development and implementation of public policy, with an emphasis on how policies are shaped, communicated, and operationalized at the local level. • Director responsibilities include leading strategic initiatives that connect academic expertise with the practical needs of local governments and nonprofit organizations. Builds collaborative partnerships, oversees applied research and consulting projects, mentors graduate and doctoral students, and drives innovation in public service delivery. Serves as a bridge between theory and practice by ensuring that the Center delivers measurable solutions that strengthen communities and enhance public sector performance. • Support and guide doctoral students during their coursework and closure projects.
Adjunct Professor Barry University 2007 - 2022	• Teach undergraduate and graduate classes in public administration, emergency management, criminal justice, human resources, and business administration. • Develop curriculum and coursework for undergraduate and graduate courses • Serve on dissertation review committees • Serve on academic portfolio review committees

Education

Barry University August 2015 – May 2024	• Doctoral Degree (Ed.D.) focusing on Human Resources Development and Organizational Learning and Leadership
Florida Atlantic University August 2002 – December 2004	• Master's Degree in Public Administration, MPA
Florida Atlantic University January 2000 – May 2002	• Bachelor's Degree in Psychology, BA
University of Central Florida August 1997 – December 1999	• Transferred to FAU

Research and Field Work Experience

Dissertation	• Barry University – School of Education: Improving Supervisory

Randy Cross, Ed.D.

5701 White Hickory Circle • Tamarac, Florida 33319
Phone: 954.868.5930 • E-Mail: randymcross@gmail.com

January 2022 – May 2024	Training in Municipal Government to Support the Continuity of Government
Research Grant January 2007 – December 2008	• Miramar Police Department – Department of Justice/National Institute of Justice grant: Wrote and managed grant researching best practices for reducing truancy and improving community impact of local law enforcement on at-risk youth in public schools
Graduate Assistant 2001 - 2002	• Florida Atlantic University – School of Public Administration: Assisted Dr. Leip with research into causes of homelessness and impact of government funding on homeless shelters
Internship Summer 1999	• University of Central Florida – Department of Psychology, Summer 1999: Assisted graduate assistants and Dr. Mowery with research in cognitive development and influence of music

Certifications

- Certified Public Procurement Officer (CPPO)
- State of Florida Certified Law Enforcement Intelligence Analyst

Professional Organizations

- International Association of Law Enforcement Intelligence Analysts (IALEIA)
- Justice Statistics and Research Association (JSRA)
- Florida Public Personnel Association (FPPA)
- Society for Human Resources Management (SHRM)
- American Society for Public Administrators (ASPA)
- National Institute of Governmental Purchasing (NIGP)
- International City Manager's Association (ICMA)

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14390

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14390 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 26-05B and approving an Agreement with Alexander & Johnson Project Management and Development, Inc., attached hereto as Exhibit "2", for the construction of the NW 77th Street Crosswalk Project in accordance with Bid No. 26-05B for a contract amount of $221,427.48; authorizing a contingency in the amount of $22,142.75 for a total project budget of $243,570.23; authorizing an additional appropriation in an amount not to exceed $68,458.19 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 errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Interim Director of Public Services recommends that the City Commission award Bid No. 26-05B and authorize the appropriate City Officials to execute an Agreement with Alexander & Johnson Project Management and Development, Inc. for the NW 77th Street Crosswalk Project, for a contract amount not to exceed $221,427.48; an added contingency in the amount of $22,142.75 (10% of the contract cost), for a total project budget of $243,570.23; and that this item be placed on May 13, 2026, Commission Meeting Agenda.

BACKGROUND: As part of the City's ongoing commitment to enhancing multi-modal transportation, promoting community wellness, and expanding recreational accessibility, the City with feedback from residents, has identified the need for a safer pedestrian crossing in this high traffic area. The proximity to the Tamarac Sports Complex generates frequent pedestrian activity, including children, seniors, and individuals with disabilities.

The proposed project includes the installation of one (1) pedestrian midblock crosswalk equipped with a Rapid Rectangular Flashing Beacon (RRFB) system and in-roadway warning lights. These safety enhancements are designed to significantly improve crosswalk visibility and driver awareness.

The flashing beacon system will activate when pedestrians are present, alerting motorists to yield. The in-roadway warning lights will provide enhanced visual cues, particularly during low-light conditions or periods of heavy traffic.

The proposed improvements will enhance pedestrian visibility, reduce the risk of accidents, and effectively alert drivers of pedestrians using the crosswalk in this high-use recreational area. This project also supports the City's goal of creating a safer, more pedestrian-friendly and inclusive environment.

On February 25, 2026, The City of Tamarac published Bid No. 26-05B for the NW 77th Street Crosswalk Project. The City received and publicly opened three (3) bids on March 31, 2026. A summary bid Tabulation is listed below.

Bid No. 26-05B - NW 77th Street Crosswalk Project

VENDOR	AMOUNT ($)
Alexander & Johnson Project Management & Development, Inc.	$221,427.48
J&D Concrete Work Corp	$290,744.31
Homestead Concrete & Drainage, INC	$388,182.00

City staff reviewed the submitted bids and determined that Alexander & Johnson Project Management and Development, Inc., was the lowest responsive and responsible bidder. Upon review of their bid proposal and background check, it was determined that Alexander & Johnson Project Management and Development, Inc., possesses the skills, experience, and capacity to meet the requirements for the construction of the NW 77th Street Crosswalk Project.

Contract Summary:

Scope of Project: NW 77th Street Crosswalk Project
Type of Project: Crosswalk and Roadway Construction
Contractor: Alexander & Johnson Project

Management and Development, Inc.
Contractor Location: Hollywood, FL. 33023
Contractor Address: 901 S .62nd Avenue
Contract Cost: $221,427.48 plus a contingency in the amount of $22,142.75, for a total project cost of $243,570.23.
Term/Completion: Substantial completion within 90 calendar days from City's Notice to Proceed. Final Completion within 30 calendar days from Substantial Completion, totaling 120 calendar days.
Risk Mitigation: Performance and Payment Bonds at 100% of value of bid will remain in effect for up to one year after final completion and acceptance. Liquidated damages of $500 per day will apply for each calendar day after the time specified for Substantial Completion and $250 for each calendar day beyond the time frame set in the Contract Documents after the work is completed.
Certifications: Alexander & Johnson Project Management and Development Inc. describes ownership as at least 51% African American/Black/Afro-Caribbean and is certified as a Minority Owned Business Enterprise (MBE).

ISSUE: To award Bid No. 26-05B and execute an Agreement with Alexander & Johnson Project Management and Development, Inc. for the NW 77th Street Crosswalk Project.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:
TR14390 Memo NW 77th Street Crosswalk Project 04.30.26.doc
TR14390_Reso_NW_77th_Street_Crosswalk_Project_5-7-2026.docx
Exhibit 1 - TR 14390 BID Summary, Tabulation and Notice of Award.pdf
Exhibit 2 - TR 14390 Agreement Bid 26 05B - Signed - Alexander Johnson - 4.20.26.pdf
Exhibit 3 - TR 14390 NW 77th Street Crosswalk Site Map.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: **Chris Lyle, Utility Project Manager** CL

Date: **April 10, 2026**

Re: **Temp. Reso. 14390 – Award of Bid No. 26-05B for the NW 77TH Street Crosswalk Project – City Commission Meeting of May 13, 2026**

Recommendation:
The Interim Director of Public Services recommends that the City Commission award Bid No. 26-05B and authorize the appropriate City Officials to execute an Agreement with Alexander & Johnson Project Management and Development, Inc. for the NW 77th Street Crosswalk Project, for a contract amount not to exceed $221,427.48; an added contingency in the amount of $22,142.75 (10% of the contract cost), for a total project budget of $243,570.23; and that this item be placed on May 13, 2026, Commission Meeting Agenda.

Issue:
To award Bid No. 26-05B and execute an Agreement with Alexander & Johnson Project Management and Development, Inc. for the NW 77th Street Crosswalk Project.

Background:
As part of the City's ongoing commitment to enhancing multi-modal transportation, promoting community wellness, and expanding recreational accessibility, the City with feedback from residents, has identified the need for a safer pedestrian crossing in this high traffic area. The proximity to the Tamarac Sports Complex generates frequent pedestrian activity, including children, seniors, and individuals with disabilities.

The proposed project includes the installation of one (1) pedestrian midblock crosswalk equipped with a Rapid Rectangular Flashing Beacon (RRFB) system and in-roadway warning lights. These safety enhancements are designed to significantly improve crosswalk visibility and driver awareness.

The flashing beacon system will activate when pedestrians are present, alerting motorists to yield. The in-roadway warning lights will provide enhanced visual cues, particularly during low-light conditions or periods of heavy traffic.

The proposed improvements will enhance pedestrian visibility, reduce the risk of accidents, and effectively alert drivers of pedestrians using the crosswalk in this high-use recreational area. This project also supports the City's goal of creating a safer, more pedestrian-friendly and inclusive environment.

On February 25, 2026, The City of Tamarac published Bid No. 26-05B for the NW 77th Street Crosswalk Project. The City received and publicly opened three (3) bids on March 31, 2026. A summary bid Tabulation is listed below.

Bid No. 26-05B - NW 77th Street Crosswalk Project

VENDOR	AMOUNT ($)
Alexander & Johnson Project Management & Development, Inc.	$221,427.48
J&D Concrete Work Corp	$290,744.31
Homestead Concrete & Drainage, INC	$388,182.00

City staff reviewed the submitted bids and determined that Alexander & Johnson Project Management and Development, Inc., was the lowest responsive and responsible bidder. Upon review of their bid proposal and background check, it was determined that Alexander & Johnson Project Management and Development, Inc., possesses the skills, experience, and capacity to meet the requirements for the construction of the NW 77th Street Crosswalk Project.

Contract Summary:

Scope of Project: NW 77th Street Crosswalk Project

Type of Project: Crosswalk and Roadway Construction

Contractor: Alexander & Johnson Project Management and Development, Inc.

Contractor Location: Hollywood, FL. 33023

Contractor Address: 901 S .62nd Avenue

Contract Cost: $221,427.48 plus a contingency in the amount of $22,142.75, for a total project cost of $243,570.23.

Term/Completion: Substantial completion within 90 calendar days from City's Notice to Proceed. Final Completion within 30 calendar days from Substantial Completion, totaling 120 calendar days.

Risk Mitigation: Performance and Payment Bonds at 100% of value of bid will remain in effect for up to one year after final completion and acceptance. Liquidated damages of $500 per day will apply for each calendar day after the time specified for Substantial Completion and $250 for each calendar day beyond the time frame set in the Contract Documents after the work is completed.

Certifications: Alexander & Johnson Project Management and Development Inc. describes ownership as at least 51% African American/Black/Afro-Caribbean and is certified as a Minority Owned Business Enterprise (MBE).

Fiscal Impact:

Funding for this project is not to exceed $243,570.23, which includes the base contract amount of $221,427.48 and a 10% contingency of $22,142.75 to address unforeseen conditions and potential change orders. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project.

A total amount of $175,112.04 is currently available in Account 304-9000-541.63-01 under Project Number PW25I. An additional appropriation in the amount of $68,458.19 will be added, and included in a future budget amendment prior to November 30,2026, pursuant to Section 166.241(8), F.S.

Commission District 3

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID NO. 26-05B AND APPROVING AN AGREEMENT WITH ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT, INC., ATTACHED HERETO AS EXHIBIT "2", FOR THE CONSTRUCTION OF THE NW 77TH STREET CROSSWALK PROJECT IN ACCORDANCE WITH BID NO. 26-05B FOR A CONTRACT AMOUNT OF $221,427.48; AUTHORIZING A CONTINGENCY IN THE AMOUNT OF $22,142.75 FOR A TOTAL PROJECT BUDGET OF $243,570.23; AUTHORIZING AN ADDITIONAL APPROPRIATION IN AN AMOUNT NOT TO EXCEED $68,458.19 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 ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is committed to enhancing multi-modal transportation, promoting community wellness, and improving recreational accessibility throughout the City; and

WHEREAS, the City with resident's feedback, has identified the need for a safer pedestrian crossing along NW 77th Street near Greenwood Boulevard, adjacent to the Tamarac Sports Complex, an high pedestrian activity area which includes children, seniors, and individuals with disabilities; and

WHEREAS, the proposed NW 77th Street Crosswalk Project includes the installation of one (1) pedestrian midblock crosswalk equipped with a Rapid Rectangular

Flashing Beacon (RRFB) system and in-roadway warning lights to enhance visibility and improve driver awareness; and

WHEREAS, these safety improvements will contribute to a safer, more pedestrian-friendly and inclusive environment; and

WHEREAS, the City publicly advertised Bid No. 26-05B - NW 77th Street Crosswalk Project on February 25, 2026, and received three (3) bids which were publicly opened on March 31, 2026, for which the bid summary and tabulation, including the Notice of Intent to Award is hereto attached as Exhibit “1”; and

WHEREAS, Alexander & Johnson Project Management and Development, Inc. submitted the lowest responsive and responsible bid in the amount of $221,427.48; and

WHEREAS, City staff has reviewed the bid and determined that Alexander & Johnson Project Management and Development, Inc. possesses the qualifications, experience, and capacity to successfully complete the project; and

WHEREAS, to ensure transparency a Notice of Intent to Award was duly posted on April 7, 2026; and

WHEREAS, it is the recommendation of the Interim Director of Public Services, Interim Director of Financial Services, and the Interim Procurement and Contracts Manager that the appropriate City Officials award Bid No. 26-05B and execute an Agreement with Alexander & Johnson Project Management and Development, Inc., for the NW 77th Street Crosswalk Project, attached hereto as Exhibit “2”, incorporated herein and made a specific part of this Resolution; and

WHEREAS, a map depicting the NW 77th Street Crosswalk Project location is attached hereto as Exhibit “3”; 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.26-05B and execute an Agreement with Alexander & Johnson Project Management and Development, Inc., for the NW 77th Street Crosswalk Project for a contract amount of $221,427.48; a contingency in the amount of $22,142.75 for a total project budget of $243,570.23.

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. 26-05B to Alexander & Johnson Project Management and Development, Inc., and approves an Agreement between the City of Tamarac and Alexander & Johnson Project Management and Development, Inc., (“the Agreement”) and the appropriate City Officials are hereby authorized to execute the Agreement, attached hereto as Exhibit “2”, to provide for the construction of the NW 77th Street Crosswalk Project.

SECTION 3: Funding for NW 77th Street Crosswalk Project is included in

the Adopted Capital Improvement Program (CIP), a total appropriation of $175,112.04 is currently available in Account No. 304-9000-541.63-01 under Project PW25I. An additional appropriation in the amount of $68,458.19 will be added, and included in a future budget amendment prior to November 30, 2026, pursuant to Section 166.241(8), F.S.

SECTION 4: Authorizing an additional appropriation in an amount not to exceed $68,458.19 for the NW 77th Street Crosswalk Project, to be included in a future Budget Amendment, pursuant to Section 166.241(8), Florida Statutes.

An expenditure in the amount not to exceed $221,427.48, and a contingency in the amount of $22,142.75 for a total project budget of $243,570.23 for said purpose, is hereby approved.

SECTION 5: The City Manager, or his designee, is hereby authorized to approve, make changes, and initiate change orders in the amount not to exceed $100,000.00 per Section 6-147 of the City Code, and close the contract award including, but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the Agreement.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

“The remainder of this page is left blank intentionally."

SECTION 9: 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

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISION

TO: **Christopher Lyle, Utility Project Manager**
Earl Henry, Interim Director of Public Service

DATE: **April 7, 2026**

FROM: **Paul Bassar**
Interim Purchasing and Contracts Manager

RE: **26-05B, NW 77th Street Crosswalk Project**

Recommendation:

To award to the low responsive bidder, **Alexander & Johnson Project Management and Development, Inc** for. **26-05B**, **NW 77th Street Crosswalk Project,** for the City of Tamarac.

✓ After review by Public Services, we concur to recommend award to **Alexander & Johnson Project Management and Development, Inc,** the lowest responsive and responsible bidder, in the total bid amount of **TWO HUNDRED AND TWENTY-ONE THOUSAND FOUR HUNDRED AND TWENTY SEVEND DOLLARS AND FORTY EIGHT CENTS (221,427.48).**

_____ After review by Public Services, we do **NOT** concur to recommend award to the low responsive bidder

Specific and Detailed Reason(s) for Rejection. Attach further backup justification.

Authorized Signer: Christopher Lyle

Signature: Chstph Lyle

Date: 4/8/26

Cc: *Earl Henry, Director, Public Services*

Return to: Paul Bassar, *Acting Purchasing and Contracts Manager, Purchasing Division*

BID SUMMARY DETERMINING LOWEST RESPONSIVE/RESPONSBILE BID

TR 14390 - EXHIBIT 1

PROJECT: 26-05B NW 77th Street Crosswalk Project
BID No. 26-05B
Evaluation Date:
Supplier/Pricing **Alexander & Johnsons $221,427.48** **J&DConcreteWo $290,744.31** **HomesteadConcret $388,172.00**

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								
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					x			
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 ?	x					x					x			
Drug-Free Workplace – Form Acknowledgement: Was the acknowledgement form submitted and	x					x					x			
Responsiveness Review	YES	NO		Comments		YES	NO		Comments		YES	NO		Comments
Responsive														
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			
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			Confirmed all requirements will be met		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					x					x			
Ownership and Ethnicity Disclosure: Was ownership information properly disclosed?	x			Optional		x			Optional		x			Optional
MBE / WBE / DBE / SBE: Were required certifications or disclosures submitted?	x			Optional		x			Optional		x			Optional
Local / Veteran / CBE Participation: Does the bidder qualify for or comply with applicable local or veteran preferences or programs?	x			Optional		x			Optional		x			Optional
Responsibility Determination:	YES	NO		Comments		YES	NO		Comments		YES	NO		Comments
Responsive														
Non-Responsive														

OVERALL DETERMINATION:
SUPPLIER/BIDDER NAME:
Bidder is: Responsive and Responsible
Evaluator Name & Title: Interim Purchasing & Contracts Manager
Signature / Date: 4/9/2026

Verified by (Procurement Department): Paul A. Bassar (4/9/2026)

26-05B

NW 77TH STREET CROSSWALK PROJECT

Closing Date: Tuesday, March 31, 2026

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
Alexander & Johnson Project Management and Development, Inc.	Hollywood, FL	Submission 1	$221,427.48
J & D Concrete Works Corp	Pompano Beach, Florida	Submission 1	$290,744.31
Homestead Concrete & Drainage, INC.	Homestead, Florida	Submission 1	$388,182.00

Witness (Print Name)	Signature	Date
Witness (Print Name)	Signature	Date
Witness (Print Name)	Signature	Date

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Purchasing and Contracts Division

NOTICE OF INTENT TO AWARD

Date: April 7, 2026
Bid Number: 26-05B
Project Title: NW 77th Street Crosswalk Project

Notice is hereby given that the City of Tamarac intends to award **Bid No. 26-05B – NW 77th Street Crosswalk Project** to the bidder identified below.

Bid Posting Date: February 25, 2026
Bid Closing Date: March 31 2026

The City received bids from the following vendors:

- Alexander & Johnson Project Management and Development, Inc.
- Homestead Concrete & Drainage, INC
- J & D Concrete Works Corp.

After review and evaluation of the bids received, it has been determined that **Alexander & Johnson Project Management and Development, Inc.** submitted the **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. 26-05B to **Alexander & Johnson Project Management and Development, Inc.**, 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

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CONSTRUCTION AGREEMENT
26-05B
NW 77TH STREET CROSSWALK PROJECT
BETWEEN
THE CITY OF TAMARAC
AND
ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT, INC.

THIS AGREEMENT is made and entered into this 20 day of April , 2026 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 **Alexander & Johnson Project Management and Development, Inc.**, a company with principal offices located at 901 S 62nd Avenue Hollywood, FL 33023(the "Contractor") to provide for construction services for a complete crosswalk signalization system at the intersection of NW 77th Street & Greenwood Blvd Tamarac, Florida 33321In 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# 26-05 NW 77th Street Crosswalk Project, issued by the City of Tamarac on February 25, 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 March 31, 2026, 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# 26-05 NW 77th Street Crosswalk Project" as issued by the City, and the Contractor's bid response; Bid# 26-05 NW 77th Street Crosswalk Project 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

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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
- Contractors pollution liability - $1M/$2M

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 **Ninety (90)** 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 **One Hundred and Twenty (120)** calendar days from issuance of City's Notice to Proceed.

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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 **Two Hundred Twenty-One Thousand Four Hundred Twenty Seven Dollars and Forty Eight Cents ($221,427.48).**

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.

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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 form 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

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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: Alexander & Johnson Project Management and Development, Inc
Address: 901 S. 62nd Avenue
Hollywood, FL 33023
FIN/EIN: 20-2390227
Contract Licensee: CGC1508864
Contact: Cora McGloun
Email: cora@ajpmd.com
Phone: 305-384-8148
Fax: 954-309-6567

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.

TAMARAC
The City For Your Life

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

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The City For Your Life

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

TAMARAC
The City For Your Life

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:

Alexander & Johnson Project Management and Development, Inc.

Signature of Corporate Secretary

Signature of President

James Alexander
Type/Print Name of Corporate Secy.

James Alexander - President
James Alexander, President

4/20/2026
Date

(CORPORATE SEAL)

TAMARAC
The City For Your Life

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
:SS
COUNTY OF Broward :

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 James Alexander, President of Alexander & Johnson Project Management and Development, Inc., a Florida 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 April 20 , 2026 .

CORA MCGLOUN
Notary Public - State of Florida
Commission # HH 288787
My Comm. Expires Jul 17, 2026
Bonded through National Notary Assn.

Signature of Notary Public
State of Florida at Large

Cora McGloun
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.

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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.

ENTITY

Date: April 20, 20 26
Entity: Alexander & Johnson Project Management and Development, Inc.

Signed: _____
Name: James Alexander
Title: President

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.

ENTITY

Date: April 20, 20 26
Entity: Alexander & Johnson Project Management and Development, Inc.

Signed: _____
Name: James Alexander
Title: President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kassie Huskey	
JDA Insurance Group		PHONE (A/C, No, Ext): (561) 296-0373	FAX (A/C, No): (561) 828-0997
120 N. Federal Hwy., #301		E-MAIL ADDRESS: kassie@thejdagroup.com	
Lake Worth	FL 33460	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Cumis Specialty Insurance Company	12758
INSURED		INSURER B : Richmond National Insurance Company	17103
Alexander & Johnson Project Management & Development Inc.		INSURER C : Florida Citrus, Business & Industries Fund	
901 South 62nd Avenue		INSURER D : Upland Specialty Insurance Company	16988
		INSURER E :	
Hollywood	FL 33023	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2633106977 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		VUMA0419480	03/28/2026	03/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			RN-7-0510150-01	03/28/2026	03/28/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10606746003-2025	10/04/2025	10/04/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Auto Liability [Underlying Policy # 997229152]			USXTL1232626	02/11/2026	05/07/2026	Each Occurrence Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 26-05B- NW 77th Street Crosswalk Project

James Alexander, as owner/officer, has filed for and is exempt from Florida workers compensation laws and coverages.

Certificate holder is included as additional insured in regard to the general liability policy when required by written contract.

CERTIFICATE HOLDER

City of Tamarac
City Manager
7525 N.W. 88th Ave
Tamarac FL 33321

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT / PHONE / FAX / E-MAIL	
A AUTOMOTIVE INS 7154 PEMBROKE RD, MIRAMAR, FL 33023	**NAME:** Progressive Commercial Lines Customer and Agent Servicing **PHONE (A/C, No, Ext):** 1-800-444-4487 **FAX (A/C, No):** **E-MAIL ADDRESS:** progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Progressive Express Insurance Company	10193
INSURED	**INSURER B :**	
ALEXANDER & JOHNSON PROJECT MGMT & DEVELOPMENT INC 901 South 62nd Avenue Hollywood, FL 33023	**INSURER C :**	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 535274655599034518D042026T103500 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	997229152	05/07/2025	05/07/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	 $ $ $
A	See ACORD 101 for additional coverage details.	Y	Y	997229152	05/07/2025	05/07/2026	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

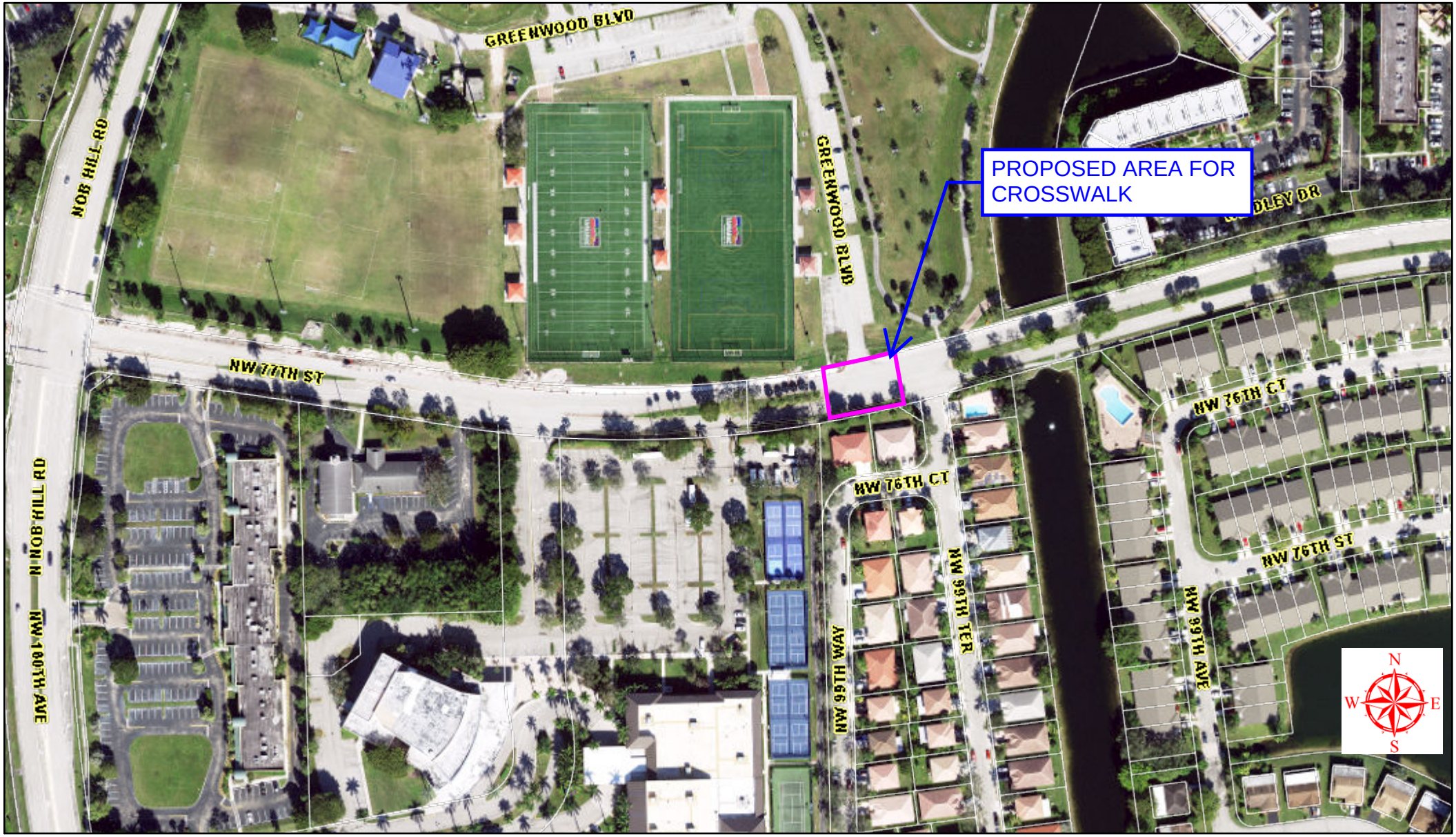
Mark Pace

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NW 77TH STREET CROSSWALK PROJECT

TR 14390 - EXHIBIT 3



LOCATION MAP

TAMARAC

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14394

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14394 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the First Amendment (the Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida; authorizing the appropriate official to execute the First Amendment to the Interlocal Agreement; authorizing the City of Tamarac Clerk to provide a copy of this Resolution and the executed First Amendment to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Interim Director of Public Services is providing information regarding the First Amendment (Facilities Amendment) to the Interlocal Agreement (ILA) for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, to the City Commission for their review and request that they make the decision whether to adopt the Authority's Master Plan, and further authorize the appropriate City officials to execute the Facilities Amendment, as applicable; and that this item be placed on the May 13, 2026 Commission Agenda.

BACKGROUND:

On May 24, 2023, the City Commission adopted Resolution No. R-2023-060, approving the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, thereby establishing the City of Tamarac as a participating Municipal Party in the regional Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Authority").

The Interlocal Agreement was established to provide Broward County and participating municipalities with a coordinated regional approach to solid waste disposal, recyclable materials processing, waste reduction, and long-term system planning. Through regional cooperation, the Authority is intended to promote cost efficiency, sustainability, and reliable solid waste services for the benefit of residents and businesses throughout Broward County.

The Interlocal Agreement further required the future adoption of a Master Plan and a subsequent Facilities Amendment as conditions necessary for the continued operation of the Authority. On March 20, 2026, the Governing Board of the Authority adopted the regional Master Plan with a vision to establish a long-term framework for an environmentally sustainable, transparent, innovative, and economically efficient management of solid waste generated throughout Broward County. Thereafter, on April 17, 2026, the Governing Board recommended approval of the First Amendment to the Interlocal Agreement (the "Facilities Amendment"), which potentially provides additional operational, governance, financial, and implementation provisions required under the Interlocal Agreement.

Pursuant to the Interlocal Agreement, each Municipal Party has one hundred twenty (120) days from notice by the Authority to adopt a resolution approving the Facilities Amendment. Failure to do so within the required timeframe constitutes withdrawal from the Interlocal Agreement. Approval of this Resolution will allow the City of Tamarac to remain a Municipal Party of the Authority and continue participation in Broward County's regional solid waste planning efforts.

As of May 7, 2026, several Broward County municipalities, including Coconut Creek, Sea Ranch Lakes, Southwest Ranches and Hillsboro Beach Town Commission, have approved the Facilities Amendment. Additional municipalities, including Sunrise, Hillsboro Beach, Lauderhill, Weston, Hollywood, Lazy Lake Village, and

Wilton Manors, are anticipated to consider the Facilities Amendment at upcoming Commission meetings.

It is anticipated that the City's participation in the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County will provide the following benefits as outlined by the Master Plan:

- coordinated regional approach to solid waste management, allowing for shared planning, economies of scale, and more stable long-term cost structures.
- access to competitive processing and disposal rates
- improved system reliability, and enhanced coordination of services across participating municipalities.
- establishes a long-term, 40-year planning horizon to guide infrastructure investments, waste reduction initiatives, and sustainable system development

Public Services Department have reviewed the Authority's Master Plan and have questions regarding the commitment of other municipality's participation in the plan, the potential for significant future cost increases, facility implementation and the level of the City's decision-making authority. As such, the Interim Director of Public Services is currently not prepared to make a recommendation for this item.

ISSUE:

The review of and decision whether to adopt the First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, for the City of Tamarac to continue as a Municipal Party to the Authority in support of the implementation of the Authority's adopted Master Plan.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR14394_-_Memo_First_Amendment_to_the_Interlocal_Agreement_for_Solid_Waste_Disposal_and_Recyclable.do
TR14394_-_Resolution__Approving_Facilities_Amendment_4.30.26.docx
TR14394 - Exhibit A Final Facilities Agreement Amendment.pdf

2026-03-27_Task-13-Final-Regional-Solid-Waste-and-Recycling-Master-Plan-no-appendices.pdf
Get to Yes April 2026 Presentation - rev 1.pdf
2026-04-24_Final-Broward-SWA-Master-Plan-Executive-Summary.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

Thru: **Rodney Sims, Assistant Director Public Services**

From: **Vanessa Charry, Public Services Analyst** VC

Date: **April 28, 2026**

Re: **Temp. Reso. 14394 – First Amendment to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County – City Commission Meeting of May 13, 2026.**

Request:

The Interim Director of Public Services is providing information regarding the First Amendment (Facilities Amendment) to the Interlocal Agreement (ILA) for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, to the City Commission for their review and request that they make the decision whether to adopt the Authority's Master Plan, and further authorize the appropriate City officials to execute the Facilities Amendment, as applicable; and that this item be placed on the May 13, 2026 Commission Agenda.

Issue:

The review of and decision whether to adopt the First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, for the City of Tamarac to continue as a Municipal Party to the Authority in support of the implementation of the Authority's adopted Master Plan.

Background:

On May 24, 2023, the City Commission adopted Resolution No. R-2023-060, approving the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, thereby establishing the City of Tamarac as a participating Municipal Party in the regional Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Authority").

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The Interlocal Agreement further required the future adoption of a Master Plan and a subsequent Facilities Amendment as conditions necessary for the continued operation of the Authority. On March 20, 2026, the Governing Board of the Authority adopted the regional Master Plan with a

vision to establish a long-term framework for an environmentally sustainable, transparent, innovative, and economically efficient management of solid waste generated throughout Broward County. Thereafter, on April 17, 2026, the Governing Board recommended approval of the First Amendment to the Interlocal Agreement (the "Facilities Amendment"), which potentially provides additional operational, governance, financial, and implementation provisions required under the Interlocal Agreement.

Pursuant to the Interlocal Agreement, each Municipal Party has one hundred twenty (120) days from notice by the Authority to adopt a resolution approving the Facilities Amendment. Failure to do so within the required timeframe constitutes withdrawal from the Interlocal Agreement. Approval of this Resolution will allow the City of Tamarac to remain a Municipal Party of the Authority and continue participation in Broward County's regional solid waste planning efforts.

As of May 7, 2026, several Broward County municipalities, including Coconut Creek, Sea Ranch Lakes, Southwest Ranches and Hillsboro Beach Town Commission, have approved the Facilities Amendment. Additional municipalities, including Sunrise, Hillsboro Beach, Lauderhill, Weston, Hollywood, Lazy Lake Village, and Wilton Manors, are anticipated to consider the Facilities Amendment at upcoming Commission meetings.

It is anticipated that the City's participation in the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County will provide the following benefits as outlined by the Master Plan:

- coordinated regional approach to solid waste management, allowing for shared planning, economies of scale, and more stable long-term cost structures.
- access to competitive processing and disposal rates
- improved system reliability, and enhanced coordination of services across participating municipalities.
- establishes a long-term, 40-year planning horizon to guide infrastructure investments, waste reduction initiatives, and sustainable system development

Public Services Department have reviewed the Authority's Master Plan and have questions regarding the commitment of other municipality's participation in the plan, the potential for significant future cost increases, facility implementation and the level of the City's decision-making authority. As such, the Interim Director of Public Services is currently not prepared to make a recommendation for this item.

Fiscal Impact:

Since joining the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County pursuant to Resolution No. R-2023-060, the City of Tamarac has contributed funding toward the Authority's start-up and operational costs in accordance with the Interlocal Agreement. The City's contributions have been as follows:

Fiscal Year	Contribution
FY2024	$88,581.79
FY2025	$88,400.15
FY2026	$88,391.04

Fiscal Year	Contribution
Total	**$265,372.98**

The City's annual solid waste program consists of three primary service components: Collection, Disposal, and Recycling. Based on FY2025 operational data, the City managed approximately 35,769.45 total tons of material through its residential solid waste, commercial solid waste, and recycling programs.
For long-range financial planning purposes and recognizing that annual tonnage volumes may increase over time due to population growth, economic activity, and service demand, a conservative planning assumption of 40,000 annual tons has been utilized to estimate potential future Authority-related costs.

Based on current planning materials presented by the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, future Authority funding mechanisms may include tonnage-based surcharges and/or non-ad valorem assessments. Using 40,000 annual tons as the planning baseline, the City's estimated annual financial impact may be as follows:

Period	Funding Method	Estimated Annual Cost
FY2027	Member Contribution (comparable to FY2026)	Approximately $90,000
FY2028 – FY2030	Surcharge ($2.22 to $2.52 per ton)	$88,800 to $100,800
FY2031 – FY2033	Non-Ad Valorem Assessment ($2.72 to $3.17 per ton)	$108,800 to $126,800

The anticipated cost for FY 2027 is $90,000.00, funding will be available under the Public Services Operating Budget, Account Number 001-5030-534.31-20.

These estimates are preliminary and provided for planning purposes only. Actual costs will depend on future annual tonnage volumes. Final appropriations, if any, shall remain subject to annual budget approval by the City Commission.

RESOLUTION NO. R-2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY OF TAMARAC CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "ILA") among Broward County, Florida (the "County") and twenty-eight municipalities in Broward County (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively with the County, the "Parties," and each individually a "Party") effective as of August 16, 2023 ("ILA Effective Date"), that created the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Authority"); and

WHEREAS, the residents, businesses and tourists in Broward County generate 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the national average per person; and

WHEREAS, commissioned studies project that the amount of future solid waste

generation in Broward County will increase by almost 50 percent over the next 40 years; and

WHEREAS, the single existing Class I landfill in Broward County currently available for disposal of solid waste is reaching capacity, and will stop accepting Class I waste for disposal at the end of this year; and

WHEREAS, the single existing waste-to-energy plant located in Broward County is at capacity and is unable to accept any additional solid waste; and

WHEREAS, the County and its municipalities face a solid waste crisis based upon projected increases in the generation of solid waste; and

WHEREAS, since the 2013 dissolution of the Resource Recovery System (which had been governed by the Resource Recovery Board), the municipalities and the County have failed to achieve the 75% statutory recycling goal, instead the County recycling rate is approximately 30%; and

WHEREAS, even for those municipalities that are participating in recycling efforts, the contamination rates are far too high, resulting in less recycling and increased direct costs to the municipalities that are paid by their residents; and

WHEREAS, following the dissolution of the Resource Recovery System and Resource Recovery Board, each of the 31 municipalities and the County (for the unincorporated area) were on their own to manage solid waste disposal and recycling, resulting in variability of costs and disposal services; and

WHEREAS, the Solid Waste Working Group and subsequently the Authority have analyzed waste composition, waste generation, existing disposal capacity, and

areas where significant improvements in solid waste management would yield economies of scale that are expected to result in lower processing and disposal costs, in order to achieve necessary goals of reduction, reuse and recycling to conserve needed disposal capacity; and

WHEREAS, the Governing Board of the Authority, on April 17, 2026, adopted a Master Plan that will enable the Parties to work collaboratively, for at least the next 40 years, to implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to reduction, reuse, recycling, and disposal of solid waste generated in the County; and

WHEREAS, the Master Plan outlines strategic actions across several key areas:

- Establishing a waste management system throughout the County that decreases dependency on landfill and waste-to-energy and reduces the risk of market-driven unpredictability of costs for ILA members.
- Ensuring all Parties benefit from streamlined operations, improved access to services, and meaningful participation in long-term decision-making.
- Promoting a circular economy that maximizes the diversion of solid waste from the waste stream into beneficial uses that support domestic supply chains and manufacturing while reducing the reliance on and extraction of virgin natural resources.
- Reducing waste generation through a robust education and outreach program, behavior change, and incentives for circular economy practices.
- Expanding recovery and recycling with construction and demolition (C&D) debris

and mandatory commercial recycling ordinances, implementing curbside source-separated yard trash processing, and developing convenience recycling drop-off facilities to protect current and future disposal capacity and maximize value from recovered solid waste commodities for the benefit of ILA members.

- Optimizing the use of existing public and private infrastructure in the most economical and efficient manner, while identifying the potential for new facility needs for transfer, processing, and disposal over the long term so as to achieve the goals of financial transparency, predictability and savings.
- Improving governance and financial stability via flow control mechanisms, assessment models, and regional policy and service harmonization; and

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a "Facilities Amendment" within thirty-six months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA; and

WHEREAS, as part of the Formation Conditions, each Municipal Party's elected body has one hundred twenty days to adopt and deliver to the Authority a resolution approving the Facilities Amendment; and

WHEREAS, if the City of Tamarac fails to adopt and deliver to the Authority a resolution approving the Facilities Amendment within that one hundred twenty day period, it will be deemed to constitute the City of Tamarac's withdrawal from the ILA; and

WHEREAS, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent

(80%) of the total population of the Municipal Parties; and (b) the County; and

WHEREAS, on March 20, 2026, the Governing Board of the Authority voted to recommend the First Amendment to the ILA, which is attached hereto as Exhibit "A" to this Resolution (the "Facilities Amendment"); and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the City to support the Master Plan, to continue to be a Municipal Party of the Authority, and to approve the Facilities Amendment.

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 incorporated as the legislative intent of this Resolution.

SECTION 2: The Facilities Amendment attached hereto as Exhibit "A" is approved together with such non-substantive changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

SECTION 3: The appropriate City officials are authorized and directed to execute the Facilities Amendment and to send a copy of this Resolution and the executed Facilities Amendment to the Authority.

SECTION 4: The appropriate City officials are further authorized to execute a revised version of the Facilities Amendment, if requested by the Authority, so long as the revised Facilities Amendment is substantively the same as Exhibit "A" and includes only non-substantive changes that are acceptable to the City Manager and approved as to form and legality by the City Attorney, and to send such revised Facilities Amendment to the Authority.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, or other part of this Resolution shall be considered unconstitutional, or invalid in part, such unconstitutional or invalid provision shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

“The remainder of this page is left blank intentionally."

SECTION 7: This Resolution shall be 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

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

This First Amendment ("Facilities Amendment") to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") is entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA's terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("Authority"), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 ("ILA Effective Date"). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties' costs fair, predictable, and aligned

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

2.0.1 Authority Fund(s) means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

2.0.2 Authority-Owned Asset(s) means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

2.0.3 Authority-Owned Facility(ies) means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

2.0.4 System Facility means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~strikethroughs~~ and such additions set as <u>underlines):</u>

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose**. The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities**. Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

waste-to-energy facility, or other "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 **Amendment related to other types of solid waste disposal facilities; requirements.** If, in the future, the Authority is granted the power to own or operate a "solid waste disposal facility" pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 **Other publicly owned System Facilities.**

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority's benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 **Public-private partnerships.** The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 **Protection of Authority-Owned Facilities.** Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority's outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled "**WIND DOWN OF AUTHORITY**" is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 **Purpose**. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 **Schedule**. The general schedule of Wind Down is illustrated in Table 1 below.

Table 1

Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority's debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties' deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties' deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 **Wind Down operations.** During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 **Executive Director's Notice of Wind Down; inventory of assets.** The Executive Director will promptly begin the process of winding down the Authority's operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written "Notice of Wind Down" to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities ("Comprehensive Inventory").

21.5 **Authority debt and liability**. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority's debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority's debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 **Transfer of services**. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition; and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services ("Service Offer");

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County's Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County's Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County's written notice that it will provide the services and documentation of the relevant Municipal Parties' agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 **Disposition of Authority-Owned Assets**. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 Proposed asset offers. At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process*. On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of ("Asset Offer") pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents*. The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets*. Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds*. After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds*. Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution**. During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties' representatives on the Executive Committee; and (b) County's representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled "**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**" is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose**. The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority's Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 **Obligation to continue operations**. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 ("New Owner"), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years ("Transition Period"). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset's ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 **Obligation to provide fair fees to contributing Parties**. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 **Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period**. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

ARTICLE 23. SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW

23.1 **Purpose**. The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report**. The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 <u>System Facility capacity versus projected tonnage</u>. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 **County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity**. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled "Approvals" is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled "Quorum" is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled "Adoption of Other Amendments to Master Plan," is hereby corrected to read "Section 6.2.4."

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County ("Facilities Amendment Effective Date"). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[*SIGNATURE PAGES OF PARTIES TO FOLLOW*]

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST: By: _____
MUNICIPAL MAYOR

_____ _____
MUNICIPAL CLERK Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
Municipal Attorney

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

COUNTY

ATTEST:

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

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_____
Attorney's Name (Date)
Senior Assistant County Attorney

By_____
Attorney's Name (Date)
Deputy County Attorney

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Solid Waste Authority of Broward County

Task 13: Regional Solid Waste and Recycling Master Plan

Solid Waste Authority of Broward County
115 South Andrews Avenue, Room 122
Fort Lauderdale, FL 33301

SCS ENGINEERS

09224106.00, Task 00013 | March 27, 2026

6115 Lyons Road
Coconut Creek, FL 33073
954-354-0664

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GLOSSARY

A

Afforestation: Planting trees to create new forests on previously non-forested land.
Agroforestry: Integrating trees and shrubs into agricultural systems.
Air Quality: The condition of the air based on pollutant levels.
Alternative Energy: Renewable energy sources like wind, solar, and geothermal.
Alternative Fuels: Non-petroleum-based fuels, like biofuels and hydrogen.
Anaerobic Digestion: Breaking down organic waste without oxygen to create biogas.
Aquaponics: A system combining fish farming with plant cultivation.

B

Biodegradable: Substances that can naturally decompose without harming the environment.
Biodiversity: The variety of life in a specific habitat or ecosystem.
Biofuel: Fuel derived from organic materials like plants or animal waste.
Biogas: A renewable gas produced from organic materials decomposing anaerobically.

C

Carbon Capture and Storage: Technology to capture and store CO_2 emissions.
Carbon Footprint: The total greenhouse gases produced directly and indirectly.
Carbon Neutrality: Balancing emitted and removed CO_2 to achieve net-zero emissions.
Carbon Reduction: Decreasing CO_2 emissions to mitigate climate change.
Circular Economy: An economic system focused on reusing, recycling, and reducing waste.
Circular Supply Chain: A supply chain designed to keep resources circulating.
Clean Energy: Energy from sources that release little to no pollutants.
Climate Change: Long-term changes in temperature and weather patterns due to human activities.
Closed-Loop System: A process where waste is reused in production, creating minimal waste.
Compostable: Materials that can break down in composting systems.
Composting: Decomposing organic waste to create nutrient-rich soil.

D

Decarbonization: Reducing carbon emissions across various sectors to combat climate change.
Deforestation: The clearing of trees, often for agriculture or development.
Downcycling: Recycling waste into products of lesser quality.

E

Ecological Footprint: The measure of human demand on Earth's ecosystems.
Ecosystem Services: Benefits humans derive from healthy ecosystems, like pollination.
Ecosystem: A community of interacting organisms and their physical environment.
Emissions: Pollutants released into the atmosphere from various sources.
Environmental Impact: The effect of human activities on the natural world.
Environmental Justice: Fair treatment of all people regarding environmental policies.
E-waste: Discarded electronic devices and components.
Extended Producer Responsibility: Policies holding producers accountable for post-consumer waste.

F

Fair Trade: Trade that ensures ethical treatment of workers and environmental care.
Flaring: Burning off excess gases, often from oil extraction.
Food Miles: The distance food travels from production to consumer.
Fossil Fuels: Nonrenewable energy sources like coal, oil, and natural gas.

G

Geothermal Energy: Renewable energy derived from Earth's internal heat.
Green Building: Construction practices focused on reducing environmental impact.
Green Infrastructure: Natural systems for managing stormwater and improving urban areas.
Greenhouse Gas: Gases that trap heat in the atmosphere, contributing to global warming.
Greenwashing: Misleading claims about the environmental benefits of a product or company.
Greywater: Wastewater from sinks, showers, and laundry that can be reused.

H

Habitat: The natural environment where a species lives.
Heavy Metals: Toxic elements, like lead, that can accumulate in the environment.
Hydropower: Renewable energy generated from flowing water.

I

Industrial Ecology: Studying industrial systems to minimize waste and resource use.
Invasive Species: Non-native species that disrupt local ecosystems.

L

Landfill: A site for waste disposal where trash is buried.
Life Cycle Assessment: Analyzing the environmental impacts of a product from creation to disposal.

M

Marine Debris: Litter, primarily plastic, that pollutes marine environments.
Methane: Potent greenhouse gas often emitted from landfills and agricultural activities.
Microplastics: Small plastic particles that pollute ecosystems.
Monoculture: Cultivating a single crop over a large area, which can harm biodiversity.

N

Natural Capital: The world's stocks of natural resources.
Natural Resources: Materials from Earth, like minerals and forests, used by humans.
Net Zero: Achieving a balance between greenhouse gas emissions and removals.
Nonrenewable Resources: Resources like coal that are finite and cannot be replenished.

O

Ocean Acidification: The reduction in ocean pH due to increased CO_2.
Offsetting: Compensating for emissions by reducing or sequestering carbon elsewhere.
Organic Agriculture: Farming without synthetic chemicals to protect biodiversity.

Organic Waste: Biodegradable waste like food scraps and yard trimmings.
Organics: Biodegradable materials, like food and yard trash.

P

Permaculture: A sustainable land management approach that mimics natural ecosystems.
Photovoltaic Cells: Devices that convert sunlight directly into electricity.
Pollinator: Animals like bees that help plants reproduce.
Pollution: Contaminants introduced into the environment that harm ecosystems.
Population Density: The number of people per unit area, impacting resources.
Post-Consumer Waste: Waste generated after a product has been used by consumers.
Precycling: Making purchasing decisions to avoid waste before it's generated.
Pyrolysis: Thermally decomposing organic material in the absence of oxygen.

R

Reclaimed Water: Treated wastewater used for purposes other than drinking.
Recycling: Reprocessing waste into new products to conserve resources.
Regenerative Agriculture: Farming that aims to restore soil and biodiversity.
Renewable Energy: Energy sources that are naturally replenishing, like wind and solar.
Resilience: The ability of systems to recover from environmental stress.
Resource Efficiency: Using resources wisely to reduce environmental impact.

S

Salinization: The buildup of salts in soil, often from improper irrigation.
Single-Use Plastics: Plastics designed for one-time use, often harmful to the environment.
Smart Grid: An energy network that uses digital technology for efficient distribution.
Soil Health: The ability of soil to support plant and animal productivity.
Solid Waste: Discarded materials from homes, businesses, and industries that require disposal or recycling.
Sustainability: Meeting present needs without compromising the needs of future generations.
Sustainable Agriculture: Farming practices that protect ecosystems.

U

Upcycling: Transforming waste into products of higher quality or value.
Urban Heat Island: Urban areas that are warmer due to human activities.

V

Vermiculture: Using worms to decompose organic waste into compost.
Volatile Organic Compounds: Chemicals that vaporize and harm air quality.

W

Waste Audit: Analyzing the amount and types of waste produced.
Waste Hierarchy: Ranking waste management options by environmental impact.
Waste Minimization: Strategies to reduce the amount of waste produced.
Waste-to-Energy: Converting waste materials into energy.
Water Conservation: Strategies to use water more efficiently.

Wildlife Corridor: A protected path that allows wildlife to move between habitats.
Wind Energy: Energy derived from the movement of wind to generate electricity.

X

Xeriscaping: Landscaping to reduce the need for irrigation.

Y

Yard Trash: vegetative matter from landscaping and yard maintenance.

Z

Zero Waste: An aspirational philosophy where resources are conserved by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health.

ACRONYMS

A

ACC: Air Cooled Condenser
ACOE: Army Corps of Engineers
AD: Anaerobic Digestion
ADC: Alternative Daily Cover
AI: Artificial Intelligence
AMR: Autonomous Mobile Robots
AMV: Average Market Value
APC: Air pollution control
ASL: Automated Side Loader
ASP: Aerated Static Pile
AVL: Automated Vehicle Location
AVR: Automatic Voltage Regulator

B

BACT: Best Available Control Technology
BSE: Bovine Spongiform Encephalopathy
BMSD: Broward Municipal Services District
BW: Bulky Waste

C

CAAA: Clear Air Act Amendments
CASP: Covered Aerated Static Piles
CEMS: Continuous Emissions Monitoring System
CESQG: Conditionally exempt small quantity generator
CCA: Chromated Arsenicals
CCTV: Closed Circuit Television

C&D: Construction and Demolition
CFR: Code of Federal Regulations
CHP: Combined heat and power
CI-ICE: Compression Ignition Internal Combustion Engines
CMMS: Computerized maintenance management systems
CMSW: Commercial Municipal Solid Waste
CNG: Compressed Natural Gas
COSH: Council for Occupational Safety and Health
CPI: Consumer Price Index

D

DAC: Direct air capture
DARM: Division of Air Resource Management
DOE: Department of Energy
DOR: Department of Revenue
DOT: Department of Transportation
DSR: Dual-Stream Recycling

E

EHS: Environmental, health, and safety
EJ: Environmental justice
ENVIROS: Environmental Inquiry and Resource System
EPA: United States Environmental Protection Agency
EPR: Extended Producer Responsibility
EREF: Environmental Research and Education Foundation
EV: Electric vehicles

F

F.A.C.: Florida Administrative Code
FEC: Florida East Coast Railway
FDA: Federal Drug Administration
FDEP: Florida Department of Environmental Protection
FDOT: Florida Department of Transportation
FLM: Federal Land Manager
FOG: Fats, oils, and grease
FoTS: Feet on the Street
F.S.: Florida Statues

G

GHG: Greenhouse gas
GIS: Geographic Information System
GPS: Global Positioning System

H

HAP: Hazardous air pollutants
HHW: Household Hazardous Waste

HMR: Hazardous Materials Regulations

I

ICI: Industrial, Commercial, or Institutional
ICTF: Intermodal Container Transfer Facility
ILA: Interlocal Agreement
IoT: Internet of Things
ITC: Investment Tax Credits

L

LCFS: Low Carbon Fuel Standards
LEED: Leadership in Energy and Environmental Design
LLC: Limited Liability Company
LNG: Liquified natural gas
LQGs: Large Quantity Generators

M

MBT: Mechanical biological treatment
MC/SS: Master Composter/Sustainability Steward
MMBtu: Metric Million British Thermal Unit
MOU: Memorandum of Understanding
MRF: Material Recovery Facility
MSW: Municipal Solid Waste
MW: Megawatts
MWC: Municipal Waste Combustor
MWh: Megawatt hours
MWP: Mixed Waste Processing

N

NAAQS: National Ambient Air Quality Standards
NESHAP: National Emission Standards for Hazardous Air Pollutants
NIMBY: "Not in My Backyard"
NIR: Near-infrared
NGVD: National Geodetic Vertical Datum
NNSR: Nonattainment New Source Review
NPDWR: National Primary Drinking Water Regulation
NRWWTP: North Regional Wastewater Treatment Plant
NSR: New Source Review
NSPS: New Source Performance Standards

O

OCC: Old corrugated containers
O&M: Operations and maintenance
OTM: Other Test Method

P

PAYT: Pay-as-You-Throw
PET: Polyethylene terephthalate
PFAM: Population Forecast and Allocation Model
PFAS: Per- and Polyfluoroalkyl Substances
POTW: Publicly Owned Treatment Works
PPI-SW: Producer Price Index for Solid Waste Collection, Series ID: PCU562111562111
PPP: Public-Private Partnerships
PPSA: Power Plant Siting Act
PSC: Public Service Commission
PSD: Prevention of Significant Deterioration
PV: Photovoltaic
PVC: Polyvinyl chloride

R

R2: Responsible Recycling
RBAC: Recycling Business Assistance Center
RCRA: Resource Conservation and Recovery Act
RDF: Refuse derived fuel
RED: Resilient Environment Department
REL: Rear-End Loader
RFID: Radio Frequency Identification
RFP: Request for Proposal
RFQ: Request for Quote
RFS: Renewable Fuel Standards
RICE: Reciprocating internal combustion engines
RIN: Renewable Identification Numbers
RMC: Remote Monitoring and Control
RMPF: Recovered Materials Processing Facility
RMSW: Residential Municipal Solid Waste
RNG: Renewable Natural Gas
RRF: Resource Recovery Facility
RSA: Revenue sufficiency analysis
RSM: Recovered screened materials
RSW: Raw shredded green waste
R&T: Recycling and Transfer

S

SCR: Selective catalytic reduction
SEM: Surface Emission Monitoring
SFRTA: South Florida Regional Transportation Authority
SHPA: Swine Health Protection Act
SI-ICE: Spark Ignition Internal Combustion Engines
SQGs: Small Quantity Generators
SS: Single-Stream
SSO: Sanitary Sewer Overflow
SSR: Source-Separated Recyclables
SSR: Single-Stream Recycling

SWA: Solid Waste Authority
SWANA: Solid Waste Association of North America
SWRS: Solid Waste and Recycling Services
SWWG: Solid Waste Working Group

T

TAC: Technical Advisory Committee
TDLAS: Tunable Diode Laser Absorption Spectroscopy
TPD: Tons per Day
TPH: Tons per Hour
TPY: Tons per Year
TRP: The Recycling Partnership

U

UAS: Unmanned aircraft system
UAVs: Unmanned aerial vehicles
UROs: Universal Recycling Ordinances
USDA: United States Department of Agriculture

V

VOC: Volatile organic compounds
VSQGs: Very Small Quantity Generators

W

WARM: Waste Reduction Model
WCF: Waste Connections of Florida
WM: Waste Management
WTE: Waste-to-Energy
WWTP: Wastewater Treatment Plant

Y

YT: Yard Trash

Z

ZBA: Zoning Board of Appeals
ZBB: Zero-Based Budgeting
ZWIA: Zero Waste International Alliance

1.0 EXECUTIVE DIRECTOR'S STATEMENT

1.1 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* (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 having already committed, 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 environmental justice, 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 and aspirational goal: **Zero Waste to Landfill**. 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 — in order to maximize beneficial reuse while minimizing the amount of waste requiring disposal.

To that end, this Master Plan outlines strategic actions across several key areas:

- **Reducing waste generation** through education, 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 transferring, 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 that 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 justice 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 updated regularly 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.

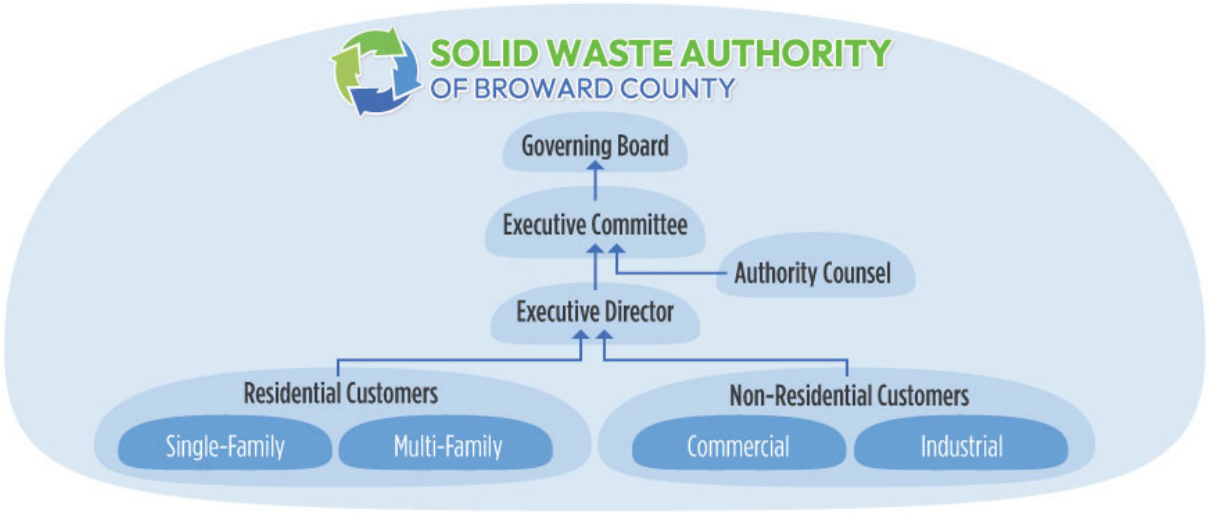
I invite you not only to read this Master Plan but to engage with it. The path to Zero Waste is ambitious, but it is attainable. Together, we can build a solid waste and recycling system that is cleaner, smarter, and more just — for today and for generations to come.

Sincerely,
Samuel A. May
Executive Director
Solid Waste and Recyclable Materials Processing Authority of Broward County

2.0 OVERVIEW

The Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (Authority) is a newly constituted independent and separate legal entity created pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes, through the *Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida* (ILA) executed by and among Broward County (County) and numerous municipalities in the County. **Figure 1** presents the organizational structure of the Authority.

Figure 1. Authority Organizational Structure



As prescribed in the ILA (see **Appendix A**), the Governing Board is comprised of an appointed elected official from each ILA Member, and the Executive Committee is comprised of 11 elected officials who also serve on the Governing Board. One (1) member of the Executive Committee represents the County; five (5) members represent the large municipalities; three (3) members represent the medium municipalities; and two (2) members represent the small municipalities. The duties and powers of the Governing Board and Executive Committee are also specified in the ILA.

Consistent with the ILA, the Authority must adopt a Regional Solid Waste and Recycling Master Plan (Master Plan). The Master Plan is a comprehensive strategic document that outlines how the Authority can manage its solid waste from generation to disposal. The purpose of the Master Plan is to provide the Authority with detailed recommendations concerning policies, operations, and facilities needed to create a regional solid waste and recycling system (System) that is environmentally sustainable, transparent, innovative, and economically efficient in its approach to reduction, reuse, recycling, and disposal of the waste generated across the County. It is important to note that the Master Plan is a "living document" that should be revisited and updated periodically to maintain alignment between the Authority and its various stakeholders.

3.0 APPROACH

This Master Plan serves as a strategic framework to guide the development of services, programs, and facilities needed to efficiently and effectively manage the solid waste generated within the County. This Master Plan reflects the analyses and subject-specific White Papers developed by the SCS Engineers Team, which includes Arcadis I.S., Inc., Resource Recycling Systems, and Mercury, since engaged by the Authority in May 2024. Each deliverable is referenced in this Plan and included as an appendix. This Master Plan is intended to be a living document developed in accordance with the Project Framework Summary attached as **Appendix B**. The recommended policies, services, programs, and facilities are envisioned to be carried out via a tactical plan that addresses the preferred procurement and implementation approach. It is anticipated that the Master Plan will be revisited over the planning horizon and adjusted based on the progress made as well as the changes needed to meet the needs of the Authority as they evolve.

The Master Plan was crafted using a Zero Waste lens to develop a clear pathway to meet or exceed the 75% recycling goal established by the State of Florida via House Bill 7135. This involved identifying and evaluating options to maximize the beneficial use of waste stream components while minimizing waste stream components that have no beneficial use. Transparency has been at the forefront of this approach, requiring continuous engagement to provide a local lens through which solutions are evaluated for their suitability, both to the community and to the geographic uniqueness of the Authority and County at large. To facilitate public engagement and enhance transparency, the Authority created a website (https://browardswa.org/) to support the development of the Master Plan.

3.1 ZERO WASTE LENS

Many communities across the United States[1] recognize that we are a wasteful, "throwaway"[2] society that engages in excess consumption and is quick to discard resources. We miss the societal and economic opportunities offered by the flow of resources and waste, including jobs and valuable materials. Zero Waste principles promote a shift from the current take-make-waste system[3] to a mindset that results in a lifestyle change of minimizing waste generation at the source, encouraging the highest and best use of recirculated materials, and promoting a circular, closed-loop system of production and consumption.

The Zero Waste International Alliance (ZWIA) defines Zero Waste as "the conservation of all resources by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health."[4] While Zero Waste is the aspirational goal, solid waste and energy recovery facilities such as waste-to-energy (WTE) facilities and landfills play an important role at the bottom of the hierarchy. Both the United States Environmental Protection Agency (EPA) and

[1] Austin, TX; Baltimore, MD; Hawai'i County, HI; Boston, MA; Boulder, CO; Fort Collins, CO; Chula Vista, CA; Dallas, TX; Delaware County, PA; Los Angeles, CA; Missoula, MT; Montgomery County, MD; Oakland, CA; Oceanside, CA; Palo Alto, CA; San Diego, CA; Washington, DC; King County, WA; Fresno, CA; the State of Connecticut; Middletown, CT; San Francisco, CA; Oakland, CA; Alameda, CA; Pasadena, CA; Ashville, NC; San Jose, CA; Guam; the Commonwealth of the Northern Mariana Islands and many other U.S. and international agencies

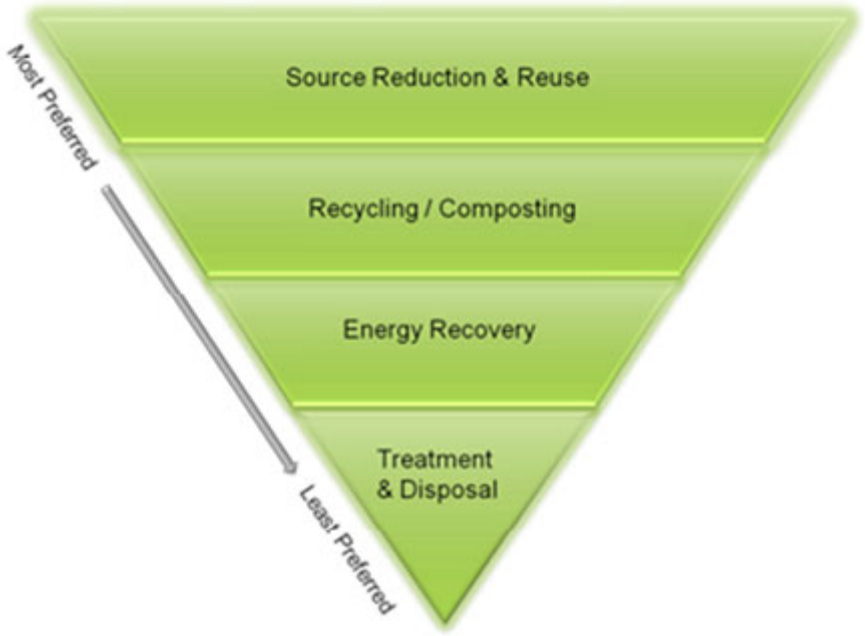
[2] RoadtoZeroWasteReport_FINAL.pdf

[3] Circular economy principles: Eliminate waste and pollution

[4] Zero Waste Definition - Zero Waste International Alliance

ZWIA's Waste Management Hierarchies prioritize source reduction, reuse, recycling, and composting above volume reduction via WTE and ultimately landfill disposal, as presented in **Figure 2.**

Figure 2. EPA Waste Management Hierarchy[5]



It is important to note that recycling and beneficial use of waste stream components are not incompatible with WTE; rather, WTE can extract value via metals recovery, energy production, and reduce the volume of waste stream components that are not otherwise beneficially used thereby saving finite landfill capacity.

3.2 MINIMIZE WASTE GENERATION

An important step on the journey to Zero Waste is to start at the source, i.e., minimize waste generation. ZWIA cites three overarching goals necessary to shift from linear resource use to sustainable, circular resource management: producer responsibility, community responsibility, and political responsibility. Producer responsibility related to industrial production and design lies at the front end, community responsibility (i.e., consumption, use, and disposal) lies at the back end, and political responsibility involves bringing the two together[6].

As ZWIA insightfully notes, both individual and collective behaviors must align for a Zero Waste goal to be effective. The Recycling Partnership's 2021 white paper, *Start at the Cart™: Key Concepts of Influencing Recycling Behaviors to Drive a Circular Economy,* asserts that "people are peopley, meaning, our brains and behaviors are both complex and often at odds with each other," and

[5] https://www.epa.gov/smm/sustainable-materials-management-non-hazardous-materials-and-waste-management-hierarchy
[6] Zero Waste Community Principles - Zero Waste International Alliance

concludes that those who are most successful at making and maintaining good choices incorporate those choices into their daily habits and patterns[7]. The lifestyle changes necessary to move closer to a Zero Waste goal involve making conscious choices at every stage, from selecting a product to usage and proper disposal.

Minimizing waste generation is a mission and mindset that an entire community must adopt to be effective; it can only take place over a long period of time and must become self-enforcing. Behaviors for each segment of the population and each institution (e.g., private, public, commercial, industrial, religious) evolve and become aligned through shared values of thriftiness, environmental stewardship, and commitment. Examples of supportive behaviors include:

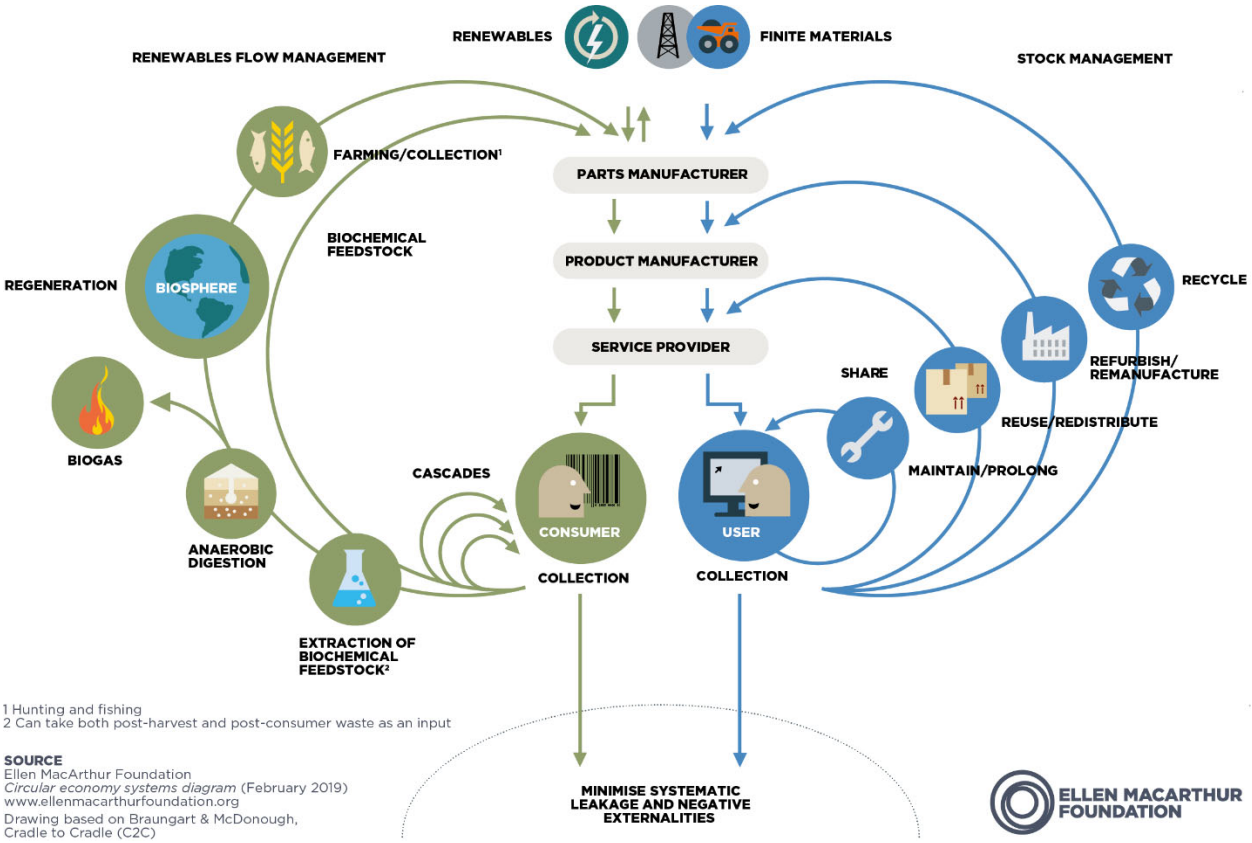
- Setting Zero Waste metrics which are accountable and reviewed regularly, with progress being celebrated
- Reducing consumption of materials
  - Go fully paperless and give preference in procurement processes to digital alternatives
  - Utilize permanent or backhauled reuseable containers (i.e., durable grocery bags)
- Reusing or re-selling materials, items, and tools after initial use
- Repurposing items no longer used for their original intent
- Repairing instead of replacing
- Buying used instead of new materials for the same functions
- Recycling
- Buying recycled content or recycled products; for example, institute procurement policy incentives for recycled content and products vs. virgin content products
- Using bulk instead of packaged products
- Organizing and participating in community swaps (e.g., flea markets, swap meets, waste exchanges)
- Organizing secondary markets for blemished and overstocked food

[7] Influencing-Recycling-Behaviors-Whitepaper-Recycling-Partnership.pdf

3.3 MAXIMIZE THE BENEFICIAL USE OF SOLID WASTE RESOURCES

Maximizing the beneficial use of generated waste is captured in the Ellen MacArthur Foundation's circular economy diagram, commonly known as the butterfly diagram (**Figure 3),** which illustrates two key cycles in the continuous flow of materials in a circular economy: the technical cycle and the biological cycle.

Figure 3. Butterfly Diagram: Visualizing the Circular Economy



Products and materials that are used rather than consumed in the technical cycle (on the right-hand side) are kept in circulation through sharing, reusing, repairing, refurbishing, remanufacturing, and recycling. Inner loops such as sharing, maintaining, and reusing capture the most value as keeping a product whole retains more of its embedded value. Recycling – transforming a product or component into its basic materials – is the final step in the technical cycle. Though the time and energy invested in making a recycled product is lost, the value of the materials is retained as they are recirculated into the economy once more[8].

The biological cycle (on the left-hand side) illustrates the process by which products that are consumed, such as food, can biodegrade and safely return to the earth. Regeneration is at the heart of the biological cycle, shifting the focus from doing less harm to the environment to actively

[8] The *technical* cycle of the butterfly diagram

improving it. Recovering materials embedded in organic waste through anaerobic digestion or composting and using food by-products to make other materials for a variety of applications are ways to beneficially recirculate organic matter through the biological cycle[9].

Key to maximizing the beneficial use of waste stream components is robust public engagement, education, and building trust that includes communicating the "who, what, where, when, and how" of resource stewardship and rational for behavior change. This includes clarifying set-out requirements for solid waste, recyclable materials, yard trash, bulk waste as well as opportunities to manage household hazardous waste, electronics, and other waste stream components that can best be managed upstream from disposal. Starting with these basics creates the conditions to enhance the resource management program in the future. For example, after establishing a yard trash processing facility, expand the services to include other clean organics (e.g., food waste).

[9] The *biological* cycle of the butterfly diagram

4.0 GUIDING PRINCIPLES

An initial step for developing the Master Plan was the establishment of Guiding Principles to serve as the framework to conduct the analysis and ultimately to assure that the resulting recommendations are aligned with the values and priorities of the Authority. Essentially, the Guiding Principles frame the pathway from the current state through the 40-year planning horizon, providing clarity in terms of the Authority's starting point and its direction going forward. The Guiding Principles are presented in no particular order below, with the exception of controlling your solid waste destiny, which was prioritized above all by the Executive Committee:

- Control Your Solid Waste Management Destiny – developing the services, programs, and facilities such that the Authority takes responsibility for managing the solid waste generated in the County and the outcomes of the decisions.

- Zero Waste Focus – taking a "whole system" approach to services, programs, and facilities to minimize consumption and the associated waste generation and to maximize beneficial reuse and recycling.

- Environmental Compliance – managing the impacts to the air, soil, water, and wildlife as well as "quality of life" impacts to the community such as aesthetics, odor, noise, and traffic.

- Management Compliance – satisfying the applicable growth management requirements for solid waste concurrency.

- Long-term Disposal Solution – achieving a reliable disposal approach over the 40-year planning horizon.

- Commercially-Proven Technologies – technology that has been designed, constructed, and operated/implemented in the United States on a commercial scale (not a pilot plant or research facility) for at least one year in a reliable and consistent manner. The capacity of the technology is appropriate to manage the quantity of material typically produced, and products of the processing have been marketed effectively.

- Operational Excellence – optimizing the operations of the Authority's solid waste management assets as well as the programs that will be administered by the Authority.

- Harmonization of Services County-wide – aligning the services, programs, and facilities to provide unified services across the Authority.

- Best Value Service – developing services, programs, and facilities that reflect local and regional conditions and appropriately balancing the value with the cost and with key policies.

5.0 KEY POLICIES CONSIDERED

Acting in concert with the Guiding Principles, the following Key Policies also provide clarity in terms of the Authority's strategic direction. The key policy considerations embraced by the Executive Committee are presented below in no particular order. Refer to the Key Policy Survey Presentation in **Appendix C** for additional details.

- The Master Plan assumes a 40-year planning horizon and considers the time associated with implementation of the recommended services, programs, and facilities.
- The Authority wants to consider options to dispose of waste outside of the County and is looking for partnerships with other units of government where appropriate.
- The Authority wants to maximize the use of existing infrastructure within Broward County.
- Technologies that are not commercially proven should be excluded from consideration. Technology maturity should be monitored to provide maximum flexibility over the planning horizon.
- Because of geography, natural disasters can have a dramatic impact on facility use, particularly private sites; therefore, the Master Plan need not align with the County's individual Disaster Debris Management Plans.
- The Authority will strive for cost-effective and efficient delivery of solid waste and recycling services and has the ability to enact an annual assessment to provide funding, with rates needing to reflect the cost of services in the local waste market
- The minimum distance from solid waste facilities to residential properties has evolved. Initially, the Executive Committee suggested a minimum distance of one mile from residential property. However, due to the build-out of the County, this distance was not feasible and was decreased to half a mile, then to a quarter mile for certain facility types. The number of possible sites decreased as privately-owned parcels were eliminated in favor of County and municipally-owned sites.
- In alignment with the Authority's equity and inclusivity goals, environmental justice considerations to apply to the development of the Master Plan generally emphasize equitable outcomes for all communities, particularly those historically affected by environmental challenges.
- The Authority is encouraged to consider mandatory residential and commercial recycling. Initial steps that can be taken immediately include focusing on yard trash, which sets the stage for processing for beneficial use, and commercial C&D debris recycling.

6.0 ESSENTIAL TAKE-AWAYS

Through the development of the White Papers referenced herein, several themes emerged that are essential to the successful implementation of the Master Plan. Each essential theme is discussed further in the following sections.

6.1 BEHAVIOR CHANGE

One way to create behavior change is by developing a robust communications infrastructure based on **access**, **knowledge**, and **engagement.** This is key to changing the paradigm from a culture of consumption to a culture of minimizing waste and maximizing the beneficial use of waste stream components to reduce the amount of waste requiring disposal.

Access refers to whether recycling bins are readily available or if residents must walk or drive to drop off centers. Access is critical to the success of any recycling or zero waste program. It ensures that each resident, employee, or visitor can conveniently recycle or reuse end-of-life materials as easily as throwing them away. It is vital that everyone, regardless of ethnicity, primary language, or socioeconomic status have the same access to these programs and that the instructions they receive to participate in the programs are in their language of choice.

Knowledge refers to conveying the information people need to make decisions about what, when, and how to recycle. As part of developing our understanding of residential waste generator perceptions, a recycling survey was developed and deployed in early 2025. The survey considered property type, property ownership, income, and age. Key findings were:

- 86% of the respondents have separate solid waste and recycling carts
- 87% of the respondents receive recycling information from their municipality or County
- 43% of the respondents prefer receiving recycling information via email
- 43% of respondents trust that recyclable items that are placed in recycling carts get recycled
- 94% of respondents indicated that they recycle according to guidelines
- 59% place yard trash at the curb for collection

A summary presentation from the residential survey is included in **Appendix D**.

Engagement involves an individual's values, beliefs, attitudes, and identity, as well as the social dynamics and norms within their household, workplace, and community. It is not enough just to "tell" residents or businesses what they need to know. A fully optimized recycling collection and processing system cannot reach its full potential without effective education, outreach, and community engagement. Further, a trusted messenger is vital to a successful behavior change campaign.

A key component of the knowledge phase is determining the motivations of the target audience. Then, during the engagement phase, prompts for behavior change can be created based on those motivations. Using the last Census as a guide for Broward County, it is likely that the focus audiences for the research phase should be English, Spanish, and Haitian Creole speakers between the ages of 18 and 40 and 65 and over, both single-family home residents (rent and own) and multifamily home residents (rent and own) with a high school education and above. During the research phase, barriers to behavior change (recycling and recycling the right items) can be determined and then addressed during the education and engagement phases. To determine similar factors from

businesses and institutions, a key tactic would include creating an electronic survey and sending a postcard describing the goals with a link to the survey. Some sort of motivation, such as drawing for a gift card, often is needed to encourage businesses to complete the survey. In addition, providing businesses and institutions with the information they need to comply with local ordinances and regulations is a crucial step. The County can thus influence businesses and institutions to change behaviors, and then key players within those locations will influence their employees in a domino effect of information and influence.

An initial interactive Public Workshop was convened in September 2024 to introduce the Master Plan and solicit feedback from a range of stakeholders, including elected officials, staff, and public stakeholders. One of the themes of the Workshop was that "there is no 'away' for garbage"— a reminder that all waste has consequences, and how we manage it affects the environment and the health of our communities. Key takeaways from the Broward County Solid Waste Management Public Workshop are presented in **Appendix E**.

6.2 ECONOMIES OF SCALE

A driving force for establishing the Authority was the notion that the benefits of working together exceed those of operating independently. For context, the decision not to extend the original Resource Recovery System in 2013 was based in part on the belief that the "free market" would enable competition and that each of the former member communities would benefit in terms of cost and service. While some benefits were realized in the short-term, the desired benefits have not been sustained over the longer term.

In order to fully realize the opportunities presented by the establishment of the Authority, it is critically important to leverage economies of scale to manage the collective waste stream. This is best accomplished via a concept known as flow control, which is the ability to direct where solid waste and recyclables generated within a jurisdiction must be transported, processed, or disposed of. The primary objectives of flow control include:

- Ensuring adequate and reliable waste volume to support public or designated private facilities (e.g., landfills, waste-to-energy plants, material recovery facilities).
- Maintaining environmental standards, such as higher recycling or diversion rates.
- Providing fiscal stability for solid waste infrastructure which often relies on minimum tonnage or stable tipping fees.

Flow control can be established through three primary mechanisms: regulatory (i.e., ordinance), contractual, and economic. While each mechanism has unique legal, operational, and financial implications, the recommended approach entails the following:

- A hybrid approach that combines both ordinance-based and contractual flow control to leverage the strengths of each. For instance, a County ordinance could outline a broad requirement to use designated facilities, while interlocal agreements define specific terms for each municipality, including put-or-pay clauses or cost-sharing formulas.

- Allow for phased implementation to enable the alignment of new ordinances or interlocal agreements with existing contract expirations in order to reduce disruption to municipal budgets and operations.

- Provide economic incentives, such as favorable tipping fees or rebates, to encourage early adopters and mitigate the political or economic challenges of mandated flow control as well as performance-based incentives for municipalities or haulers that meet or exceed recycling/diversion targets.

- Adopt clear enforcement mechanisms and utilize staff to oversee inspections, tonnage tracking, and penalty enforcement.

- Standardize data reporting requirements for all municipalities and private haulers to ensure transparency.

6.3 LEVERAGE EXISTING INFRASTRUCTURE

As detailed in the Task 2 White Paper, there is currently adequate infrastructure within the County to meet current solid waste management needs. It is important to note that the analysis presented in the Task 4 White Paper identified the need for a wide range of new facilities over the planning horizon. However, this conclusion was based largely on an "academic approach" to identifying the infrastructure needed to reach the target recycling goal given the increased volume of waste to be managed by 2045. In the short-term, it is recommended that the Authority leverage the existing infrastructure while targeting waste streams that can be beneficially used immediately (e.g., traditional recyclable materials, yard trash, C&D debris). This approach, along with a focus on robust public engagement and education to maximize waste minimization and "recycling right" are expected to result in a higher recycling rate in the short-term, while further infrastructure needs are evaluated.

6.4 HARMONIZATION OF SERVICES

Harmonizing services is defined as building service consistency across the ILA communities in terms of how solid waste and recyclable materials are collected (i.e., set out at the curb), where materials are processed, and how information is developed and disseminated. It is critically important that education, outreach, and messaging are carefully coordinated to ensure consistency across the Authority.

7.0 HISTORY/BACKGROUND

In the 1980s, a partnership known as the Resource Recovery System was formed among the County, most municipalities within the County, and the private sector. The purpose of this partnership, which was bound by an Interlocal Agreement (ILA), was to develop a state-of-the-art solid waste management system, and the result was, indeed, a cost-effective, sustainable, and environmentally safe solid waste management system. As the ILA expiration date drew near, the County convened a Solid Waste Visioning Summit in 2006, also known as the Trash Summit, during which County stakeholders developed a policy framework to manage uncertainty; they also began considering the best solution based on value and cost, governance and implementation, flexibility, control and environmental stewardship. However, the ILA Cities and the County allowed the ILA to expire in 2013, granting each former member autonomy in solid waste management.

Following the expiration of the ILA, concerns arose surrounding the formation of solid waste monopolies. This led the County and several cities to reopen the dialogue, develop a new vision for the future of solid waste management across Broward County, and identify a means to achieve that vision.

Ultimately, these events led to the formation of a Solid Waste Working Group and the commissioning of studies by both Arcadis and SCS Engineers that would serve to detail how a 75% County-wide recycling goal may be reached, and other solid waste disposal issues identified by the Solid Waste Working Group. An ILA creating the Solid Waste and Recyclable Materials Processing Authority of Broward County was executed thereafter in 2023. The preparation of this Master Plan resulted from the Authority's Request for Proposal for Consulting Services.

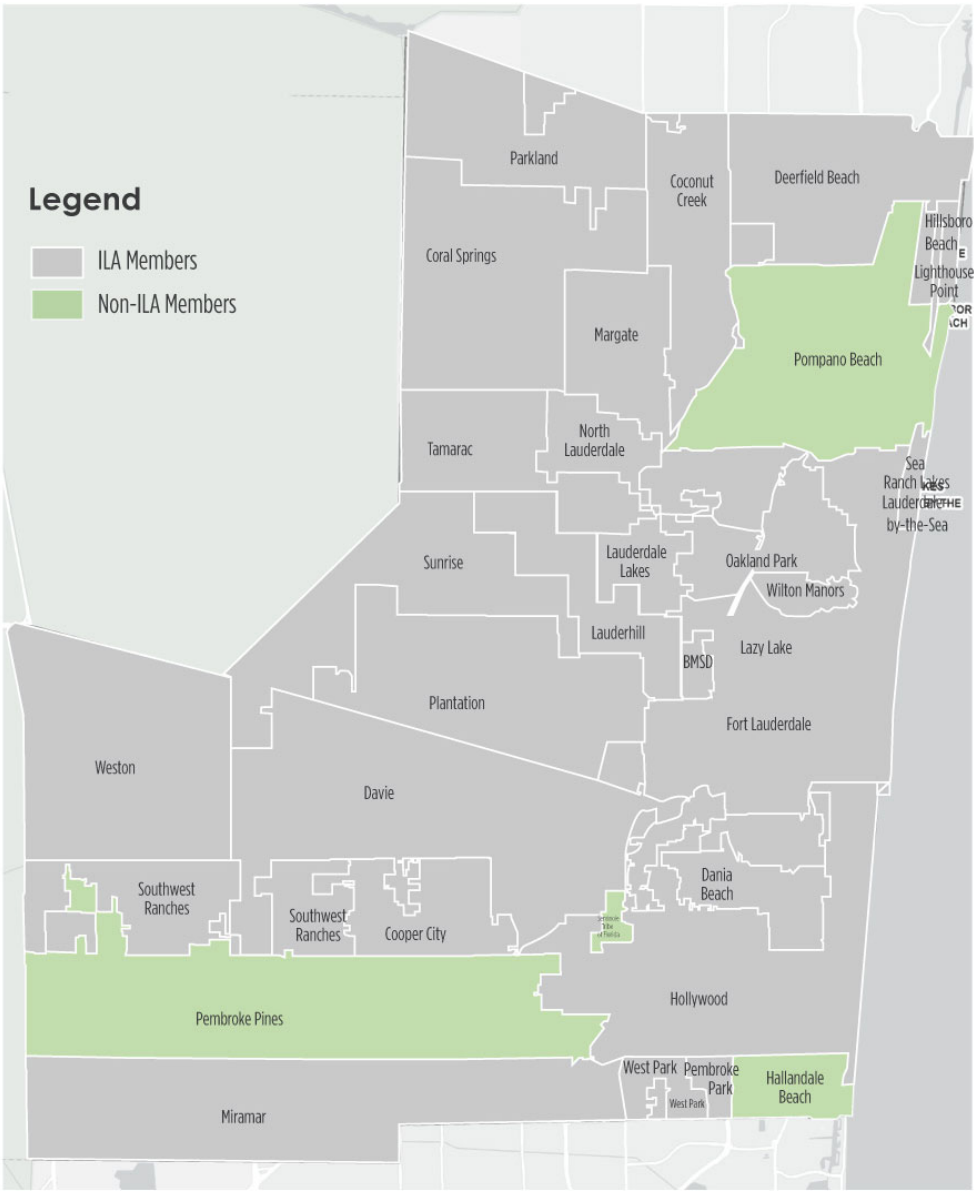
8.0 EXISTING SOLID WASTE SYSTEM

There are existing public, municipal, and private solid waste processing and disposal facilities located throughout Broward County. The subsections below provide an overview of ILA and non-ILA Members and an overview of the existing solid waste infrastructure.

8.1 ILA MEMBERS

Of the 31 municipalities in Broward County, 28 municipalities and the County executed the ILA and agreed to participate in the Authority. **Figure 4** is a map of the ILA and non-ILA Members.

Figure 4. County Map of ILA and Non-ILA Members



8.2 EXISTING FACILITIES

There are several County-owned, municipal-owned, and privately-owned solid waste processing and disposal facilities located within Broward County. The general location of each facility is noted in **Figure 5**, and **Table 1** lists each facility name, ownership, and waste stream materials accepted for processing and/or disposal.

Figure 5. Existing Solid Waste Management Facilities in Broward County

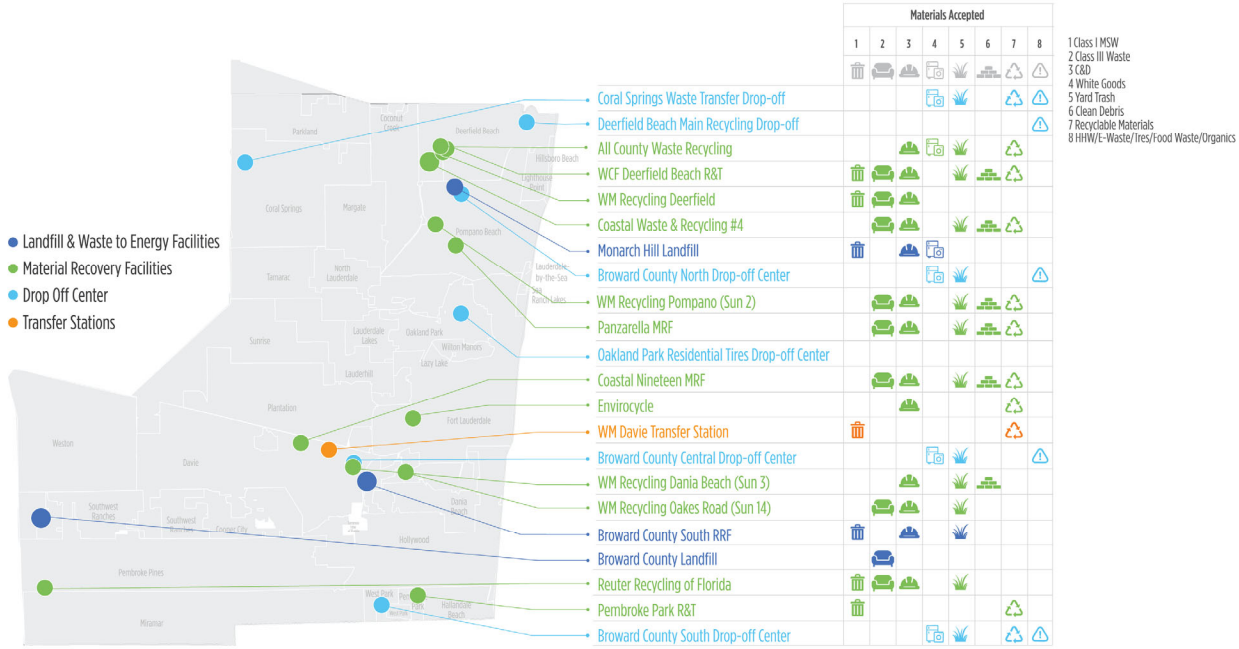


Table 1. Municipal, County, and Privately Owned and Operated Solid Waste Facilities in Broward County

Facility Type	Facility Name	Owner/Operator	Location	Materials Accepted
Landfill	Broward County Landfill	Broward County	7101 SW 205th Avenue Southwest Ranches, FL 33332	Class III
Landfill	Monarch Hill Landfill	WM	2700 Wiles Road Pompano Beach, FL 33073	MSW; C&D; White Goods
WTE	Broward County South RRF	WIN Waste Innovations	4400 South State Road 7 Fort Lauderdale, FL 33314	MSW; Yard Trash; C&D

Facility Type	Facility Name	Owner/Operator	Location	Materials Accepted
SS RMPF	Reuter Recycling of Florida (aka WM Pembroke Pines Single Stream)	WM	20701 Pembroke Road Pembroke Pines, FL 33029	Class I; Class III; C&D; Yard Trash; Recyclables
SS RMPF	Pembroke Park R&T	Waste Connections of Florida	1899 SW 31st Avenue Pembroke Park, FL 33009	Class I; Recyclables
C&D RMPF	WM Recycling Oakes Road (Sun 14)	WM	3250 SW 50th Avenue Davie, FL 33314	C&D; Class III; Yard Trash
C&D RMPF	All County Waste Recycling	All County Waste Recycling Inc	1810 SW 42nd Way Deerfield Beach, FL 33442	C&D; Yard Trash; White Goods; Recovered Materials
C&D RMPF and RMPF	WCF Deerfield Beach R&T	Waste Connections of Florida	1751 SW 43rd Terrace Deerfield Beach, FL 33442	Class I; Class III; C&D; Yard Trash; Clean Debris; Recovered Materials
C&D RMPF and RMPF	WM Recycling Deerfield	WM	1750 SW 43rd Terrace Deerfield Beach, FL 33442	Class I; Class III; C&D
C&D RMPF and RMPF	Coastal Nineteen MRF	Coastal Waste & Recycling of Florida	7061 SW 22nd Court Davie, FL 33317	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	Panzarella MRF	Panzarella MRF LLC	1601 SW 3rd Street Pompano Beach, FL 33069	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	Coastal Waste & Recycling #4	Coastal Waste & Recycling of Florida	1840 NW 33rd Street Pompano Beach, FL 33064	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	Envirocycle	Envirocycle, Inc.	849 SW 21st Terrace Fort Lauderdale, FL 33312	C&D; Recovered Materials

Facility Type	Facility Name	Owner/Operator	Location	Materials Accepted
C&D RMPF and RMPF	WM Recycling Pompano (Sun 2)	WM	2281 NW 16th Street Pompano Beach, FL 33069	C&D; Yard Trash; Class III; Clean Debris; Recovered Materials
C&D RMPF and RMPF	WM Recycling Dania Beach (Sun 3)	WM	3251 SW 26th Terrace Fort Lauderdale, FL 33312	C&D; Yard Trash; Clean Debris
Transfer Station	WM Davie Transfer Station	WM	2380 College Avenue Davie, FL 33317	Class I; Recovered Materials
Recycling Drop-Off Center	Broward County North Drop-Off Center	Broward County	2780 N Powerline Road Pompano Beach, FL 33073	Yard Trash; White Goods; HHW; E-Waste; Tires
Recycling Drop-Off Center	Broward County Central Drop-Off Center	Broward County	5490 Reese Road Davie, FL 33314	Yard Trash; White Goods; HHW; E-Waste; Tires
Recycling Drop-Off Center	Broward County South Drop-Off Center	Broward County	5601 W Hallandale Beach Boulevard Pembroke Park, FL 33023	Yard Trash; White Goods; HHW; E-Waste; Tires
Recycling Drop-Off Center	Deerfield Beach Main Recycling Drop-Off	City of Deerfield Beach	401 SW 4th Street Deerfield Beach, FL 33441	Recyclables; Food Waste; Certain HHW Materials
Recycling Drop-Off Center	Coral Springs Waste Transfer Drop-Off	City of Coral Springs	12600 Wiles Road Coral Springs, FL 33076	Organics for Composting; White Goods; Recyclables; Yard Trash
Recycling Drop-Off Center	City of Plantation Recycling Drop-Off Center	City of Plantation	750 NW 91st Avenue Plantation, FL33324	Yard Trash

8.3 DATA SOURCES

Existing studies and other sources of information that served as reference material in the development of this Master Plan are detailed in the Task 2 White Paper, which is presented in **Appendix F**.

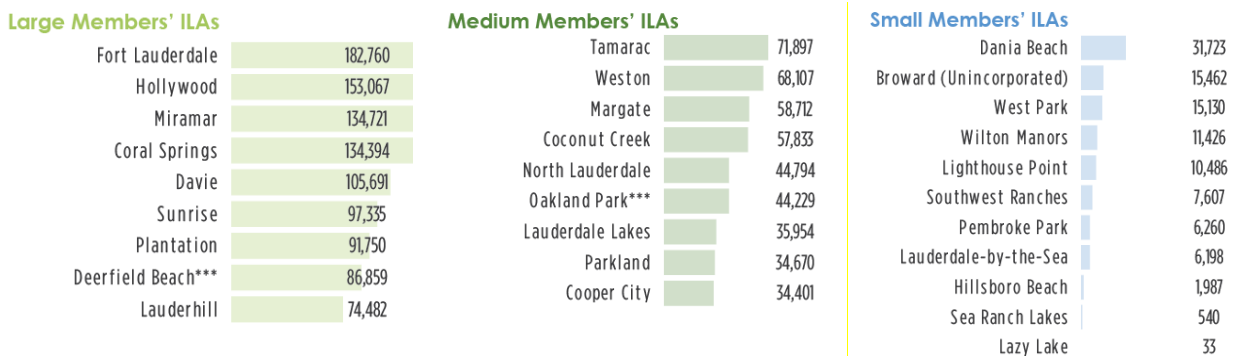
8.4 POPULATION, WASTE GENERATION, AND WASTE COMPOSITION PROJECTIONS AND ESTIMATES

As a starting point, the SCS Team used population and waste composition data to project waste generation by material type over the planning horizon along with the specific attributes of each ILA Member to develop the baseline conditions for this Master Plan; each element is summarized below.

8.4.1 Population

The generation of solid waste in a given community is determined primarily by its population. Therefore, population and growth rate projections were estimated for each ILA Member community by utilizing the most recent US Census year, 2020, referred to as the "Calibration Year". The population projections and growth rates after 2020 are based on the 2023 Broward County and Municipal Population Forecast and Allocation Model (PFAM)[10], published by the Broward County Planning and Development Management Division. Growth rates were then adjusted for each ILA Member for each year of the model from 2020 to 2045 to match (as closely as possible) the population values published in the 2023 PFAM. **Figure 6** presents the population of each ILA Member.

Figure 6. ILA Member Population



8.4.2 Waste Generation

The waste generation estimate over the planning period is based on County data provided in the Florida Department of Environmental Protection (FDEP) reports titled *2020 MSW Collected and Recycled by Generator Type By Descending Population*[11] and *2020 Total Tons of MSW Materials Collected and Recycled In Florida By Descending Population*[12]. This data includes total population (as reported by the US Census Bureau) and the total tons of single-family, multi-family, and commercial MSW collected. Waste generation closely correlates with population, and the waste generation rate for a given municipality is commonly reported in tons per capita, per year. The calculated per capita generation rate is used to estimate the total waste generated per year. The generation rate is projected using a trendline of the past five years of per capita growth, with three

[10] Broward County and Municipal Population Forecast and Allocation Model (PFAM) 2017
[11] 2020 MSW Collected and Recycled by Generator Type
[12] 2020 Municipal Solid Waste Collected & Recycled

options: 1) Low, which is the trendline rate of less 0.75%; 2) Medium, which is a continuation of the trendline rate; and 3) High, which is the trendline rate of +0.75%. The Medium per capita growth rate was used for the initial mass balance model calculations.

The waste generation rate is different for single-family residents, multi-family residents, and commercial employees and customers, so a further refinement of the population estimates for those waste fractions was needed. For this purpose, the ILA Member data in the model includes an estimate of single family and multifamily housing units in 2020 taken from the Broward County Affordable Housing Needs Assessment[13]. From this data, both the number of single- and multi-family housing units and the average number of residents per unit can be estimated, allowing for an estimate of the population of single-family and multi-family residents. Combining these refined population estimates with the FDEP MSW tonnage data, the per capita waste generation rate ratio for each housing unit type was calculated for 2020, which is the portion of the County-wide per-capita generation rate represented by residents of each housing type.

This ratio was then multiplied by the total per capita generation rate to derive the direct waste generation rate, which was recalculated as the model year (and County-wide waste generation rate) changes. The commercial waste generation rate ratio was similarly calculated from the commercial tons reported in the FDEP report titled *2020 MSW Collected and Recycled By Generator Type*[14] less the C&D tonnage reported in the FDEP report titled *2020 Total Tons of MSW Materials Collected and Recycled In Florida*[15], divided by the 2020 population estimate for Broward County from the US Census Bureau. This ratio was then multiplied by the total per capita generation rate to derive the direct waste generation rate, which was recalculated as the model year (and County-wide waste generation rate) changes. The following sections provide additional insights into the waste stream components and their application to the Master Plan.

8.4.3 Waste Composition

To estimate the waste composition for each ILA Member, the model uses the four waste fractions presented in the *Broward County 2023 Waste Characterization Study Final Report*[16], which are defined as follows:

- Source-Separated Recyclables (SSR) – this includes clean recyclables collected from curbside residential collection and multi-family and commercial recycling containers.
- Residential MSW (RMSW) – MSW from single-family residences.
- Commercial MSW (CMSW) – MSW from multifamily and commercial properties.
- Construction and Demolition Waste and White Goods (C&D/BW) – includes wastes from the construction and demolition of structures (e.g., roofing shingles, wood, concrete, drywall), as well as White Goods (e.g., furniture, mattresses).

During a waste characterization study performed as part of a separate engagement with Broward County, SCS Engineers conducted sampling and determined the materials composition of each of

[13] Broward County Affordable Housing Needs Assessment, September 2022
[14] 2020 MSW Collected and Recycled by Generator Type
[15] 2020 Municipal Solid Waste Collected & Recycled
[16] Microsoft Word - Broward County Waste Composition Study Final Report_V6

these four waste fractions. The percentages of each waste fraction were then calculated for each ILA Member, as follows:

- **SSR** - The SSR percentage depends on access to and participation in recycling. Access is determined by the availability of residential curbside recycling service and requirements for commercial recycling (which includes multi-family residential housing). Participation is estimated using an assumed set-out rate for single-family residential, multi-family residential, and commercial properties. From this data, the recycling tons for single-family residential, multi-family residential, and commercial properties were calculated, then divided by the total tons for the ILA Member municipality to result in the waste fraction percentage.

- **RMSW** – The RMSW percentage was calculated by multiplying the total single-family population by the single-family generation rate to get the residential MSW tons generated, deducting the recycling (SSR) tonnage, and then divided by the total tons for the ILA Member municipality to result in the waste fraction percentage.

- **CMSW** – The CMSW percentage was calculated by adding the multi-family MSW tons generated (product of the total multi-family population and the multi-family generation rate) and the commercial MSW tons generated (product of the total population and the commercial generation rate), then deducted the calculated recycling (SSR) tonnage for multi-family and commercial. The result was then divided by the total tons for the ILA Member municipality to derive the waste fraction percentage.

- **C&D/BW** – The C&D/BW percentage is simply the remaining waste fraction, calculated as 100% minus the sum of the three waste fractions calculated above.

The total tons calculated for each ILA Member municipality were then multiplied by the calculated waste fractions above, resulting in the total tonnage for each waste fraction. Those tons were then multiplied by the material composition percentages to derive the total tons of each material type in each waste fraction.

8.5 SOLID WASTE MASS BALANCE MODEL

To understand the solid waste processing and disposal needs of the Authority, a Solid Waste Mass Balance Model (Model) was developed based on the population and waste generation projections and the waste composition estimates described above. **Figures 7 and 8** present the estimated current tonnage of waste generated by municipality and current estimated waste flows, and **Figures 9 and 10** present projected waste generation by municipality and estimated waste flows in 2065. The Model estimated the tonnage of solid waste and recyclable materials generated within the County for ILA and non-ILA members, and passing through existing public, municipal, and private solid waste infrastructure in the County as well as out-of-County solid waste infrastructure. The estimates encompass four (4) key phases: Generation, Collection, Transfer/Routing, and Diversion/Disposal. After verifying the mass balance, the model advances year by year, incorporating growth rates and other factors to predict when receiving facilities will reach capacity and require expansion, or when re-routing of waste to alternative sites will be required.

Figure 7. Broward County Estimated Waste Generation by Municipality (2025)

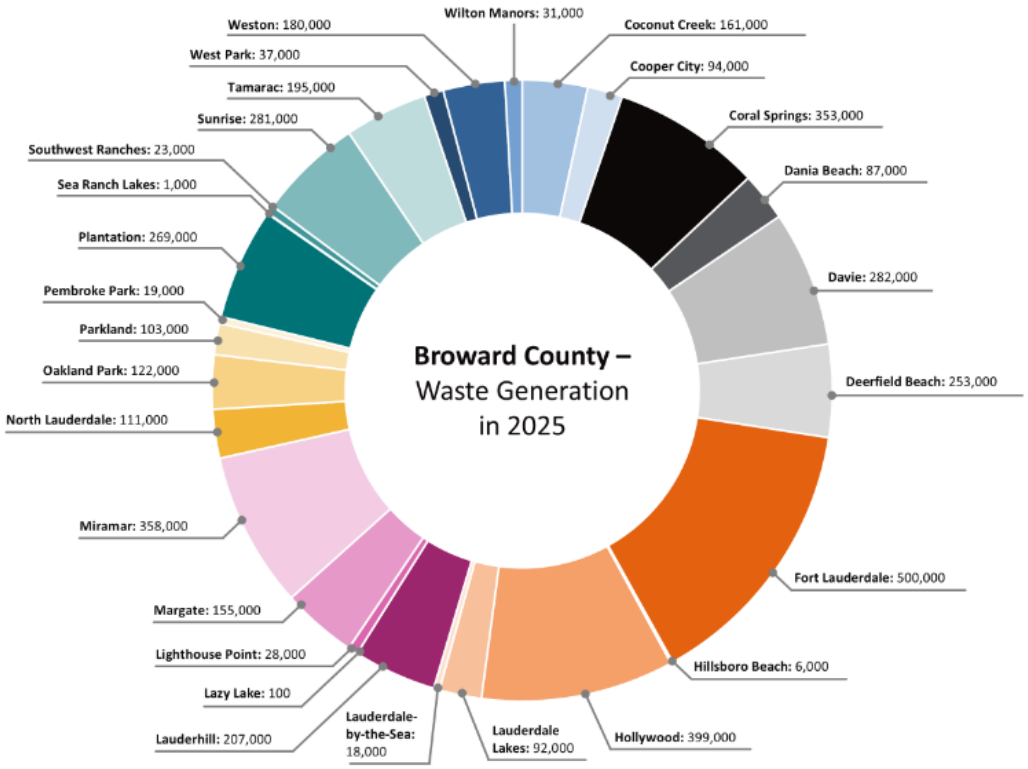


Figure 8. Broward County 2025 Estimated Tonnage of Waste Flows

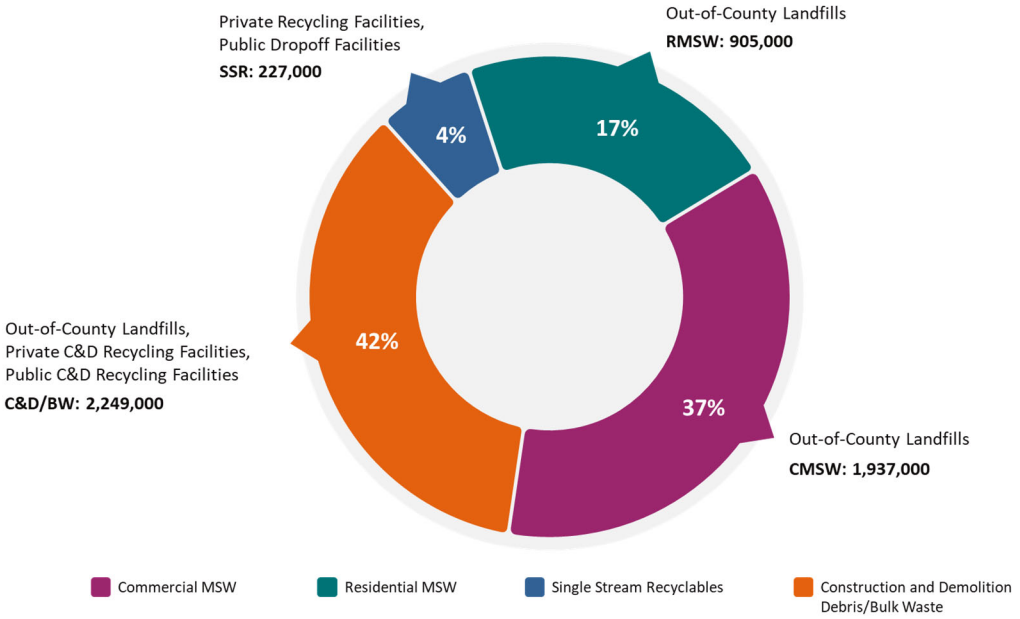


Figure 9. Broward County Estimated Waste Generation by Municipality (2065)

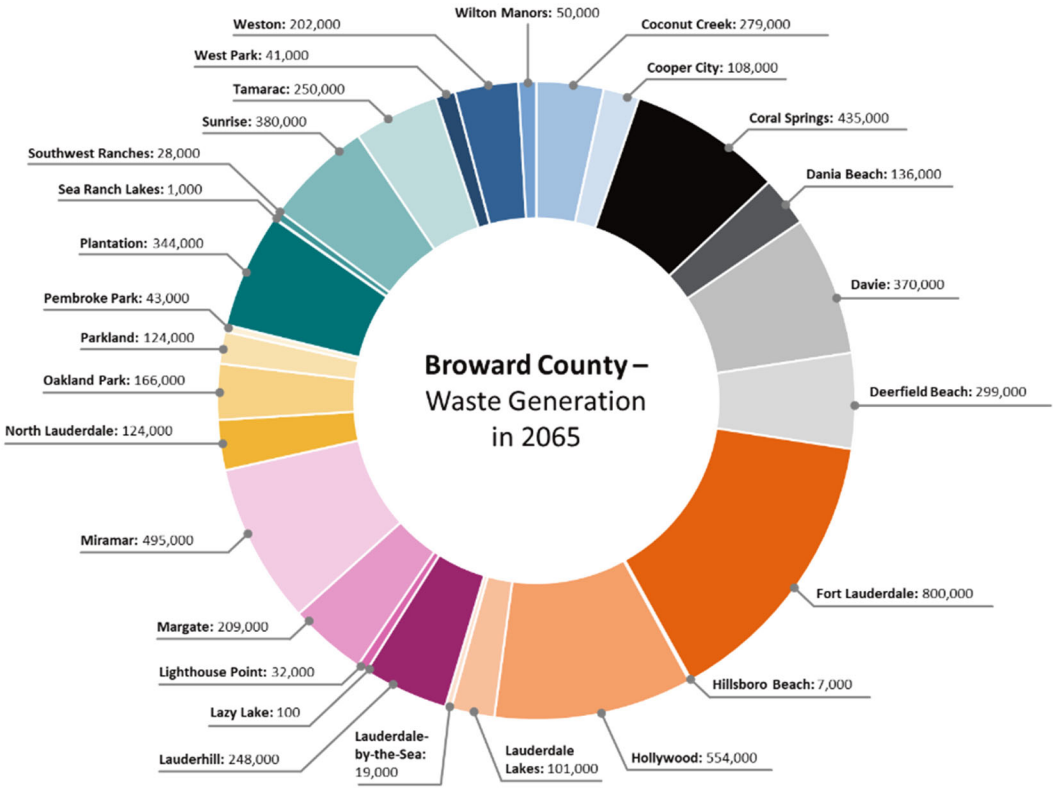
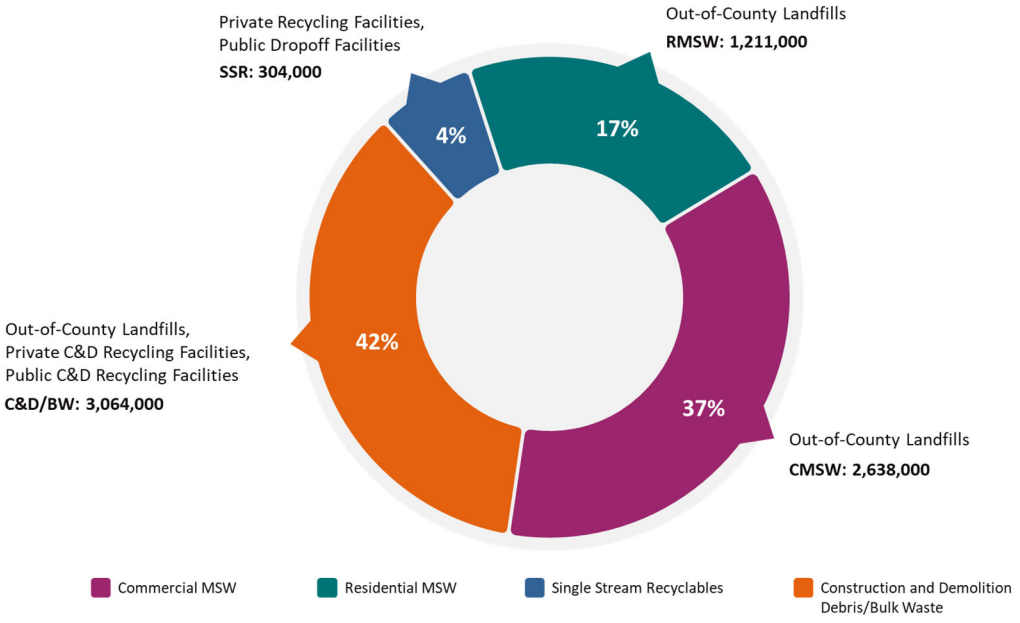


Figure 10. Broward County Estimated Waste Flows, 40-year Planning Horizon (Tons in 2065)



9.0 REGULATORY AND POLICY FRAMEWORK

The SCS Team reviewed applicable ordinances, statutes, rules, regulations, and goals at the Federal, state, and local levels related to solid waste management and recycling and prepared the Task 5 White Paper, which is presented in **Appendix G**.

One of the key challenges facing local government is *preemption*, which restricts local governments from enacting certain laws that would otherwise be allowed under Home Rule[17]. For example, Chapter 403.7033 F.A.C., restricts local governments from regulating auxiliary containers and disposable plastic bags and wrappings. However, it is important to note that government property and government sponsored events are excluded from this preemption law. Some local governments have banned some single-use plastics on their property and at their events. For example, in 2022 Broward County banned Styrofoam on government property and at County sponsored events. This creates an opportunity for local government to lead by example. In addition, a variety of legislative and programmatic options were identified during the development of this Master Plan and are presented as options to advance Zero Waste initiatives are summarized below in **Table 2**.

Table 2. Legislation and Programs Addressing Zero Waste Goals

Legislation or Program	Details	Additional Notes or Examples
Material Bans	Typical items targeted include single-use plastics, plastic straws, polystyrene foam, and plastic bags. Material Bans are impactful in reducing non-recyclable or non-compostable material from the waste stream.	Florida State Law currently prohibits local municipalities from banning certain materials, such as plastic bags, polystyrene foam, etc. Consider intensive and coordinated lobbying efforts at the State level aimed at revising the rules regarding solid waste management-related preemption.
Disposal Bans	Managed at the state level primarily, typical items targeted include cardboard, tires, electronic waste, wood and yard trash, household hazardous waste, and paints. These bans attempt to increase diversion by prohibiting disposal of items with high recycling value or which may have more sensitive environmental impacts.	Florida formerly mandated the processing of wood and yard trash materials, but this mandate was overturned in 2010.
Diversion or Zero Waste Mandates	These mandates are most easily applied to lower tier government bodies as they can be held accountable for reaching proposed goal(s) and can justify spending on the means to reach those goal(s).	

[17] http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0163/Sections/0163.410.html

Legislation or Program	Details	Additional Notes or Examples
Extended Producer Responsibility (EPR)	EPR policies put financial responsibility for a product's end-of-life on the producers rather than the ratepayers or taxpayers. Despite the complexities of designing the regulations and setting rates, these can be impactful by incentivizing manufacturers and product users.	A deposit return system (i.e., bottle bill) for beverage containers is an example of EPR, where product manufacturers must pay a system fee for the recycling of certain containers. EPR is best accomplished at the Federal or state level.
Public-Private Partnerships (PPP)	PPPs can be an impactful way to develop the infrastructure necessary to improve beneficial use of waste stream components.	
Contractor Performance Incentives	Contracts with operators can be designed so that financial incentives exist for better performance.	San Jose, California's contracts with waste haulers allow for tiered higher rates to be paid to the hauler for higher diversion rates as well as incentives to minimize contamination.
Pay-as-You-Throw (PAYT)	PAYT is a type of incentive structure that encourages waste generators to limit the amount of waste they set out.	The City of Plantation employs PAYT.
Product Certification	A concept being explored by some municipalities is adhering to a certification standard for products created by recycling or organics processors.	Examples include PAS 100, a standard used in the UK for compost, and a standard for biogas to be used as RNG in pipelines.
Government Purchasing Programs	Local governments can enact policies and legislation related to procurement practices to assist in the development of secondary markets for certain recycled materials.	If executed properly, these programs can create the demand for recycled materials, one of the most difficult recycling challenges to overcome.

10.0 FINANCIAL FRAMEWORK

The ILA was designed to streamline and enhance waste management and recycling services by fostering regional collaboration among the County and its municipalities. By unifying waste and recycling management services, the ILA enables the Authority to enhance its negotiating power to secure better contracts and terms, ultimately benefiting the municipalities economically through a more efficient, cost-effective, and sustainable waste management system. The primary goals are to reduce costs for the ILA Members through economies of scale and more efficient operations, leading to more predictable and stable waste management expenses. The ILA contemplates significant investments, either through facility development and ownership or service agreements, to achieve higher recycling rates and lower long-term disposal costs. Additionally, the Authority established by the ILA has the authority to impose special assessments to finance its operations and capital improvements, contributing to economic stability.

10.1 FLOW CONTROL OPTIONS

Flow control enables local governments to direct where solid waste and recyclables generated within their jurisdiction must be transported, processed, or disposed of. The benefits of flow control include:

- Ensuring adequate and reliable waste volume to support public or designated private facilities (e.g., material recovery facilities, C&D processing facilities, WTE, landfills).
- Maintaining environmental standards, such as higher recycling or diversion rates.
- Providing fiscal stability for solid waste infrastructure, which often relies on minimum tonnage or stable tipping fees.

There are three primary mechanisms for flow control: regulatory, contractual, and economic. Regulatory flow control is accomplished by enacting an ordinance requiring that waste and recyclables generated within a jurisdiction be delivered to specified facilities. Contractual flow control is established through an interlocal agreement or franchise agreement that directs waste streams to a designated facility or facilities. Economic flow control influences waste generator behavior or collection service providers through tipping fees, rebates, or other financial instruments. Based on the analysis conducted during the development of this Master Plan, a hybrid approach is recommended to address the nuances between the residential and commercial sectors, whereby a County ordinance could outline a broad requirement to use designated facilities, while interlocal agreements or other legal mechanisms in a form determined by the Authority would define specific terms for each municipality, including put-or-pay clauses or cost-sharing formulas. The implementation could be phased in to align new ordinances or ILAs with existing contract expirations, reducing disruption to municipal budgets and operations.

10.2 BUDGETING APPROACH

Government budgeting is the process by which public authorities allocate financial resources to meet societal needs, execute policies, and achieve economic objectives. The primary purpose of government budgeting is to allocate resources efficiently to address public needs while maintaining fiscal responsibility. It involves forecasting revenues, estimating expenditures, and aligning spending priorities to deliver public services efficiently and equitably. The budget serves as a key policy document, reflecting a government's fiscal strategy and priorities for a specific period, usually a fiscal year.

The government budgeting process is typically organized into several key steps with the goal to assure consistency and cost effectiveness. The first step is planning and proposal, during which individual government agencies assess their needs and submit funding requests aligned with their goals, objectives, and broader fiscal strategies. Once the proposals are consolidated, the budget is submitted to the legislative body for approval. During this phase, the proposed budget undergoes debates and potential modifications to address concerns and priorities raised by legislators. After legislative approval, the budget moves to the implementation phase. At this stage, funds are allocated to the relevant programs and services. The final step in the process is monitoring and evaluation. This involves tracking expenditures and ensuring that funds are used efficiently to meet the intended objectives. Audits and performance evaluations are conducted to maintain accountability and to identify areas for improvement in future budgets.

Based on the analysis conducted under the Task 3 White Paper (attached as **Appendix H**), a zero-based budgeting approach is recommended as it offers a practical and transparent approach for the Authority to manage the financial complexities of building and operating new facilities. By justifying every expense and aligning spending with strategic goals, zero-based budgeting will enable the Authority to anticipate and plan for cost increases while maintaining financial sustainability. When combined with long-term forecasting and performance monitoring, zero-based budgeting can ensure that the authority remains agile and effective in delivering waste management services to meet the needs of the ILA Members.

10.3 LEVERAGING ECONOMIES OF SCALE

Economically, the ILA was designed to streamline and enhance waste management and recycling services by fostering regional collaboration among the county and its municipalities. The primary goals were to reduce costs for ILA Members through economies of scale and more efficient operations, leading to more predictable and stable waste management expenses.

10.4 LEVERAGING EXISTING INFRASTRUCTURE

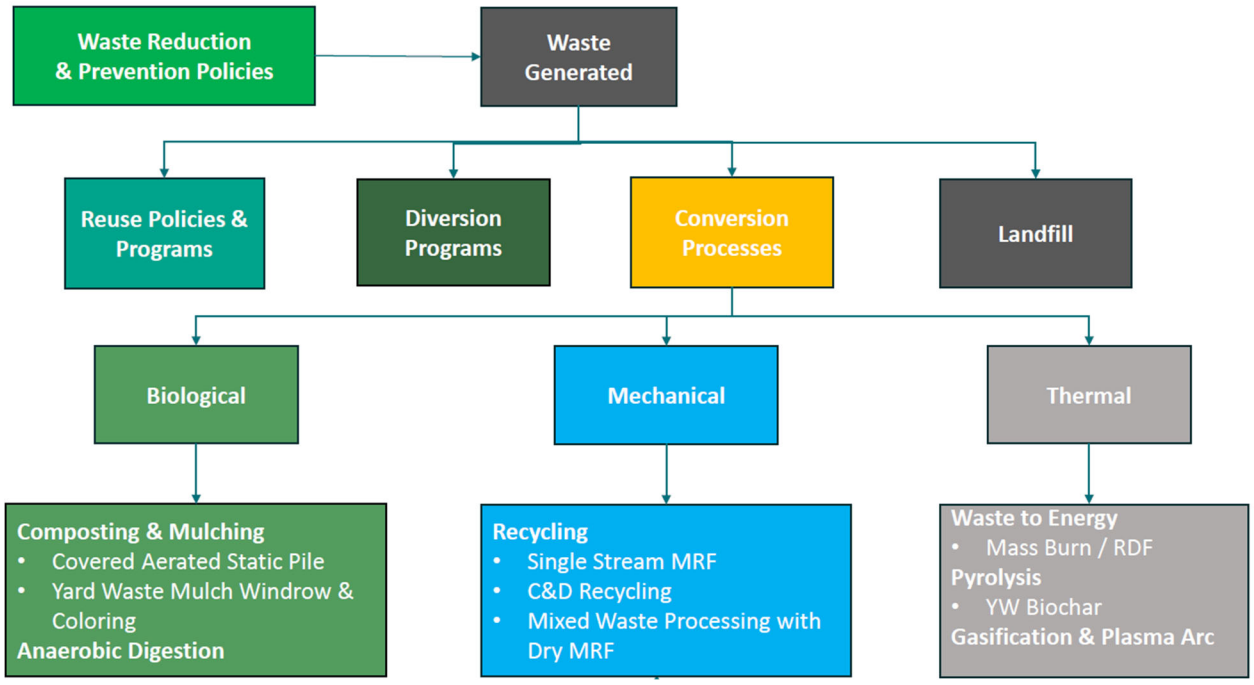
As presented in **Figure 5** above, Broward County has an extensive network of existing solid waste management infrastructure, including publicly-owned citizen drop-off sites, a private recycling facility, several private construction and demolition debris recycling facilities, private transfer stations, a private WTE facility, a County landfill, and a private landfill. This infrastructure meets some of the solid waste management needs of today and is projected to do so for the foreseeable future. However, as the System is further developed, it is critically important that the Authority be prepared to invest in new facilities and/or services to meet the solid waste management needs over the planning horizon. These needs are further discussed below.

11.0 FUTURE NEEDS ASSESSMENT

The Task 4 White Paper was prepared to identify critical information necessary to help the Authority make informed decisions about which types of facilities, policies, and programs should be prioritized in the Master Plan. The Task 4 White Paper is attached as **Appendix I** for reference. Five planning scenarios (Scenarios) were developed to offer potential pathways to meet the Authority's 75% waste diversion goal by 2045. The Scenarios are not intended to be a prescriptive to-do list, but rather to demonstrate the future scale and scope of processing infrastructure and programming needed to meet the Authority's ambitious waste diversion target. This assessment was driven by the Authority's Guiding Principles detailed in **Section 4** above.

The planning Scenarios were developed to provide a range of approaches that could meet the Authority's future needs, with each Scenario having different tradeoffs regarding ease of implementation, cost of service, and overall impact. The Scenarios were informed by a review of municipal best practices and a comprehensive assessment of all available waste processing technologies, including emerging and innovative approaches, as presented below in **Figure 11**.

Figure 11. Overview of Available Waste Approaches and Technologies Analyzed



The planning Scenarios helped determine:

- The volume and composition of waste to be managed now and in the future,
- The best way to segregate the waste stream to enable efficient recycling,
- The types and combinations of processing technologies best suited to increase recycling rates from the targeted waste streams,
- The relative size, capacity, cost, and recycling impact of different material recovery facilities that will increase recycling rates,
- The collection strategies, supporting policies, and public outreach programs needed to complement processing infrastructure to ensure a more sustainable materials management system.

11.1 WASTE GENERATION MODEL

The Scenarios were also informed by population and waste growth trends, presented in **Table 3.** These trends were determined as part of the Model that estimated the tonnage and composition of solid waste and recyclable materials expected to be generated within the County over the planning horizon. The best available data was used to consider the flow of waste through the Authority's solid waste system and out-of-County disposal facilities, encompassing four (4) key phases: generation, collection, transfer/routing, and diversion/disposal.

Table 3. Broward County Population and Waste Generation Over the 40-Year Planning Horizon

Year	2025	2030	2035	2040	2045	2065
Broward County Population Projection	2,020,000	2,090,000	2,140,000	2,190,000	2,230,000	2,402,000
Waste Tonnage Projection	5,320,000	5,690,000	6,000,000	6,260,000	6,500,000	7,200,000

The Model guided the development of the Scenarios that forecast future waste management facility needs, based on the tonnage of waste material required to be managed now and in the future. The Broward County 2023 Waste Characterization Study (attached as **Appendix J**) found that 78% of the County's residential waste stream, 76% of the commercial waste stream, and 80% of the C&D/Bulk Waste stream is recyclable, compostable, or potentially divertible.

11.2 WASTE MANAGEMENT SCENARIO PLANNING OVERVIEW

To meet the Authority's solid waste management and processing capacity requirements over the next 40 years, the Scenarios, summarized and presented in **Figure 12** below, were developed to model different combinations of waste processing technologies to project the estimated recycling rates that could be achieved, the associated development and operating costs, and the ease of implementation.

Figure 12. Scenarios Overview

	Scenario A	Scenario B	Scenario C	Scenario D	Scenario E
Projected Diversion Rate	62%	79%	83%	51%	73%
Tons Left to Send to Landfill in 2045	2,700,000	1,600,000	1,300,000	3,300,000	2,100,000
New Facilities					
Transfer Stations	3	3	3	3	3
Landfills	1	1	1	1	1
Single-Stream MRFs	2	2	2	0	2
Reuter's Recycling	1	1	1	0	1
MWPF + AD + Fiber	0	0	0	0	3
WTE	0	1	1	0	0
Anaerobic Digestion	0	0	0	3	0
DRY MRFs	0	0	0	6	0
Organics Processing Campus	2	2	2	2	2
Mulch	2	2	2	2	2
CASP Zone	0	1	10	0	10
Biochar	1	1	1	1	1
Existing Facilities					
Drop-Off Centers	8	8	8	8	8
C & D Recovery facilities	2	2	2	2	2

These Scenarios demonstrate that the pursuit of incrementally higher recycling rates leads to substantially higher costs and increased difficulty of implementation. The Scenarios were informed by a comprehensive review of existing and emerging future waste processing technologies implemented across North America and other developed nations, as detailed in the Task 9 White Paper. The Scenarios were screened to assess the relative public health and environmental impacts and the associated environmental justice implications. They also took into consideration comparable municipal solid waste systems, and unique characteristics of the County including geographic constraints, limited land availability, permitting processes at the local and state levels, and the anticipated regulatory framework for stricter segregation of waste streams at the source across residential, commercial, and industrial sectors. **Table 4** below presents the results of this screening process for each Scenario.

Table 4. Scenarios and Goals: Cost and Other Impacts

Scenario	Recycling (Cost)	Reuse (Cost)	Diversion (Cost)	Zero Waste Strategies (Cost)	Market Risks (Cost)	Environmental Impacts, Health and Safety (Cost)	Cost Efficiency
A	Low	Low	Medium	Low	Low	Medium	High
B	High	High	High	Medium	High	High	Medium
C	High	High	High	Medium	High	High	Medium
D	Medium	Medium	Medium	High	Medium	High	Low
E	High	High	High	Medium	High	High	Low

Following the development of the Scenarios and presentation to the Executive Committee, consensus was achieved and **Scenario A was selected as the most practical, cost-effective, and quickest path forward to begin building the Authority's new solid waste system** while still providing the necessary flexibility for the Authority to adapt and pursue more progressive waste diversion investments over time as the system matures and evolves. For a detailed review of each planning Scenario, including descriptions of the respective technologies, facilities, and cost estimates, refer to the Task 4 White Paper.

Scenario A includes the first critical steps needed for the Authority to be successful — restoring and expanding single-stream recycling access, improving waste diversion opportunities through the harmonization of services and separation of material streams, targeting single-stream recycling and yard trash programs that are easiest to implement while yielding the largest recycling gains, investing in supporting infrastructure and complimentary public education, and ensuring long-term disposal security. While Scenario A calls for the development of several facilities, as noted above in Figure 12, in the short term, the Authority has made the policy decision to leverage the use of existing infrastructure and phase in new infrastructure investments over time, as the needs of the Authority evolve.

Broward County's distinctive characteristics limit the potential for solid waste diversion during the first few years of the planning horizon, necessitating a practical and phased approach to planning. Additionally, the integration of open market collection systems within the Authority presents challenges to full participation. It is therefore important to acknowledge that (1) all planning Scenarios identified the need for continued use of the South Broward RRF for waste volume reduction; and (2) that additional landfill capacity will be necessary over the planning horizon to manage residual materials, provide added resilience from future debris generating disaster events, and ensure operational stability. Due to the volume of waste projected to be generated in the future, the limited siting opportunities within Broward County, and the growing disposal needs of adjacent counties, the Task 4 White Paper noted that it is imperative for the Authority to actively procure additional disposal capacity within or outside the County as a critical part of its long-term resiliency strategy.

11.3 FACILITY SITING

While Scenario A and maximizing use of existing infrastructure within Broward County is the preferred starting point, consideration was also given to siting new facilities. A preliminary desktop facility siting analysis was conducted for the potential development of the facilities identified in all Scenarios featured in the Task 6 White Paper. Exclusionary screening criteria were developed for each facility type, including minimum site acreage, setback from residential zoning, access to major roadways, and ownership by a municipal government entity. **Table 5** summarizes the criteria used to assess the feasibility of potential sites and denotes facilities specifically recommended by Scenario A. Each of the potential sites must undergo a detailed siting analysis that considers geotechnical subsurface conditions, environmental permitting, design analysis, constructability, etc. While the available public land and the identified existing sites have limitations, the Authority should remain engaged and aware of potential opportunities to acquire land in the future.

Table 5. Siting Criteria Summary

Technology	Capacity Needed Per Facility (TPY)[1]	Minimum Site Area for Individual Facilities (Ac)[2]	Offset from Residential Zoning (mile(s))	Parcel Ownership	Zoning	Transportation – Travel Time to Major Road	Proximity to Airport	Number of Facilities Required by Scenario A
SS RMPF	250,000	20	0.25	Must be County or municipally owned	Vacant, Industrial, Commercial, and Agricultural	Exclude properties more than five miles from a Collector or Arterial Road	N/A	2
Mulch Facility	175,500	10	0.25					2
Biochar	30,000	2	0.5					1
Organics Processing Campus	380,000	10	1.0					2
Aerobic Digester	160,000	7	0.25					N/A
C&D RMPF	450,000	15	0.5					2
Dry MRF	160,000	15	0.25					N/A
MWP (Fiber Extraction, AD & MRF)	330,000	30	0.5					N/A
Public Drop-Off Recycling Center	12,000	0.5	NA					8
Transfer Station	1,240,000	15	0.25					3
WTE[3]	1,000,000	30	0.5				>4 miles	N/A
Landfill	3,400,000	640	1.0				>4 miles	1

1. The modeled functional capacities from the Task 4 White Paper for each type of solid waste facility were estimated based on the requirements to meet the Authority's 2045 diversion goals, based upon modeled waste volumes anticipated.
2. Minimum site acreage shown is for the minimum functional facility footprint that could accommodate the capacity required to meet long-term Authority objectives and does not include appurtenant scales, access and egress roads, local zoning requirements, setbacks, vegetation, fencing, stormwater, etc., which would be determined during a fatal flaw analysis.
3. Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used; however, it does not contemplate a new WTE facility.

11.3.1 Identification of Sites – Exclusionary Criteria

To identify the availability of potential sites for the development of future solid waste, recycling, and diversion facilities within the County, a desktop evaluation utilizing Geographic Information Systems (GIS) was conducted, which applied the exclusionary criteria detailed in the Task 6 White Paper (see **Appendix K**). Only County and municipally owned parcels were considered for this exercise.

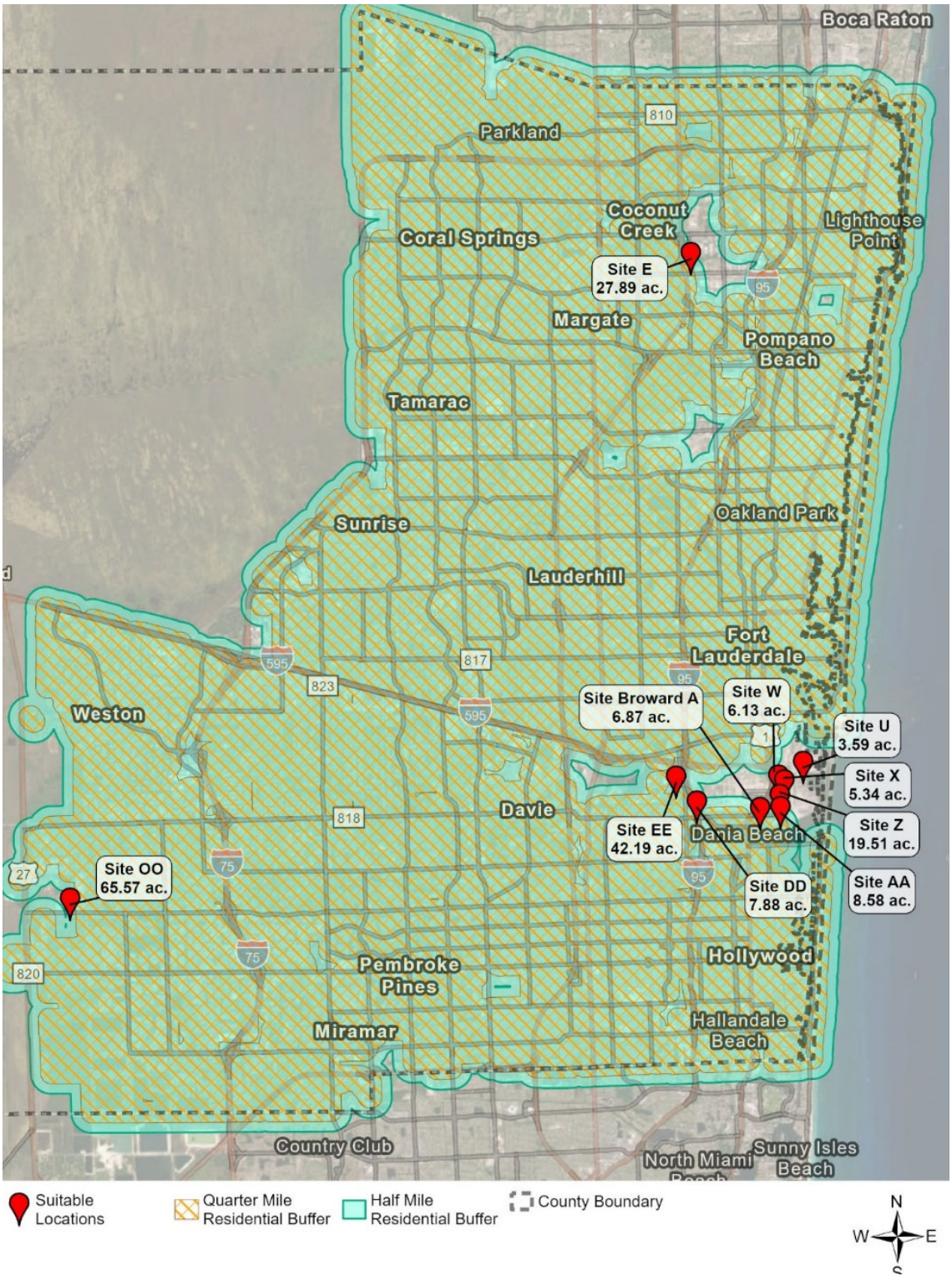
The desktop GIS analysis identified 132 individual County or municipally owned parcels. Broward County provided a listing of 80 additional parcels for consideration, of which 32 were included in the original evaluation. These parcels were grouped into 49 potential sites, which were each assigned a letter site identifier. Once the GIS data and siting criteria associated with each proposed facility type were considered and evaluated for each of the 49 potential sites, many were excluded from further evaluation. Ultimately nine (9) potential sites were identified that could potentially accommodate development of a SS RMPF, Scenario A - Organics Processing Campus (Mulch Facility and Biochar Pyrolysis), Mulch Facility, C&D RMPF, Public Drop-Off Recycling Center, and Transfer Station. Due to the residential zoning offset and minimum site acreage requirement, County or municipally-owned sites were not identified for the development of a WTE Facility or Landfill. However, it should be noted that on July 18, 2025, the Executive Committee made the policy decision that any future WTE Facility would be considered only if it were co-located in close proximity to the South Broward RRF. The South Broward RRF site did not meet the original exclusionary criteria, as it is less than one mile from residential communities.

Table 6 summarizes the acreage of each of the nine sites and notes the Scenario A facility type(s) that could be developed at each site. The sites are also shown on **Figure 13** below.

Table 6. Summary of Potential Sites

Site Identifier	Ownership	Location	Site Size (Acreage)	Scenario A Facility Types
AA	Unincorporated Broward County	East of Ft. Lauderdale International Airport, South of I-595	8.58	Public Drop-Off Recycling Center
DD	Unincorporated Broward County	West of Ft. Lauderdale International Airport, South of I-595	7.88	Public Drop-Off Recycling Center
E (Includes the Alpha 250 Parcel)	City of Pompano Beach	East of the FL Turnpike, South of Sample Road	27.89	SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station
EE	Unincorporated Broward County	West of I-95, South of I-595	42.19	SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station
W	Unincorporated Broward County	East of Ft. Lauderdale International Airport, East of NW 7th Ave	6.13	Public Drop-Off Recycling Center
OO	Unincorporated Broward County	East of I-75, North of Sheridan Street	65.57	SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station
U	City of Hollywood	Southwest of Port Everglades, South of Eller Dr.	3.59	Public Drop-Off Recycling Center
Z	Unincorporated Broward County	East of Ft. Lauderdale International Airport, East of NW 7th Ave	19.51	SS RMPF, Mulch Facility, Organics Processing Campus – Scenario A (Much and Biochar Pyrolysis Facilities), C&D RMPF. Public Drop-Off Recycling Center, Transfer Station
Broward A	Unincorporated Broward County	South of Ft. Lauderdale International Airport, North of NE 10th St	6.87	Public Drop-Off Recycling Center

Figure 13. Location of County and Municipally Owned Sites within Broward County that Meet Screening Criteria



When planning for the development of future Authority-owned facilities, consideration should be given to the ability to activate the infrastructure to also serve as an educational resource to further enhance public awareness and support for the role the facility plays in the community. Such facilities should also promote environmental stewardship through thoughtful design of the built environment. An exploration of such an approach is addressed in the Task 10 White Paper (attached as **Appendix L**). One positive way to engage the community is through passive learning centers. Living laboratories, interactive exhibits, wetlands, and trails are all examples of learning centers that have been successfully incorporated into waste management facilities, fostering environmental awareness and promoting sustainability. The pursuit of LEED certification or similar green building certifications can help ensure optimal energy and water efficiency within the facility operation and highlight the use of waste reduction principles and recycled content within the construction process. Educational signage and public tours of the facilities can provide impactful learning opportunities for students and community groups. For example, both Pinellas County and the Solid Waste Authority of Palm Beach County have robust public outreach programs that provide facility tours. Ensuring adequate buffers and protection of natural areas also helps to minimize disruption to adjacent properties.

11.3.2 Alpha 250 Site

In addition to evaluating other County or municipal owned sites, the Alpha 250 Site was evaluated to determine if any of the solid waste processing facilities identified in the Scenarios could be developed at this location. There are three limiting factors affecting the facility type and size that could be developed at the Alpha 250 Site, including the residential setback from zoning, a Plat Amendment that limits industrial facility development to 342,000 square feet (sf) or approximately 7.85 acres, and the types of facilities included in the City of Pompano Beach Zoning Waste Related Uses listing.

The Plat Amendment allows for additional industrial density square footage, not to exceed 20% of the permitted industrial density, and is dependent on the actual industrial density square footage developed at parcels subject to the Plat Amendment. However, this can only be determined through a formal Zoning Letter request, which would be conducted should the Authority pursue a more detailed siting analysis for the Alpha 250 Site. Therefore, the evaluation of the North Alpha 250 Site is based on the currently known 342,000 sf industrial density limitation.

The Alpha 250 Site is located within the City of Pompano Beach and falls within the City's zoning jurisdiction. The Alpha 250 Site is zoned General Industrial Planned Industrial Overlay (I-1/PCI). Approved uses for this designation are defined in Appendix A to the Overlay: Consolidated Use Table of the City of Pompano Beach's Zoning Code. Waste-related uses are allowed in areas designated General Industrial as a special exception and require approval from the City of Pompano Beach Zoning Board of Appeals (ZBA). The following Scenario A facility types are allowed at the Alpha 250 Site (with special exceptions): Mulch Facility, C&D RMPF, and Transfer Station. The City of Pompano Beach Consolidated Use Table does not include a description of RMPF or Public Drop Off Recycling Centers in its listing of Waste Related Uses. If the Authority would like the City of Pompano Beach to consider development of these types of waste processing facilities, discussions with the ZBA should be held. Thus, the Authority would be unable to utilize Alpha 250 for these types of waste processing facilities due to the site constraints and absent approvals from the City of Pompano Beach.

Figure 14. North Alpha 250 Setback and Buildable Area

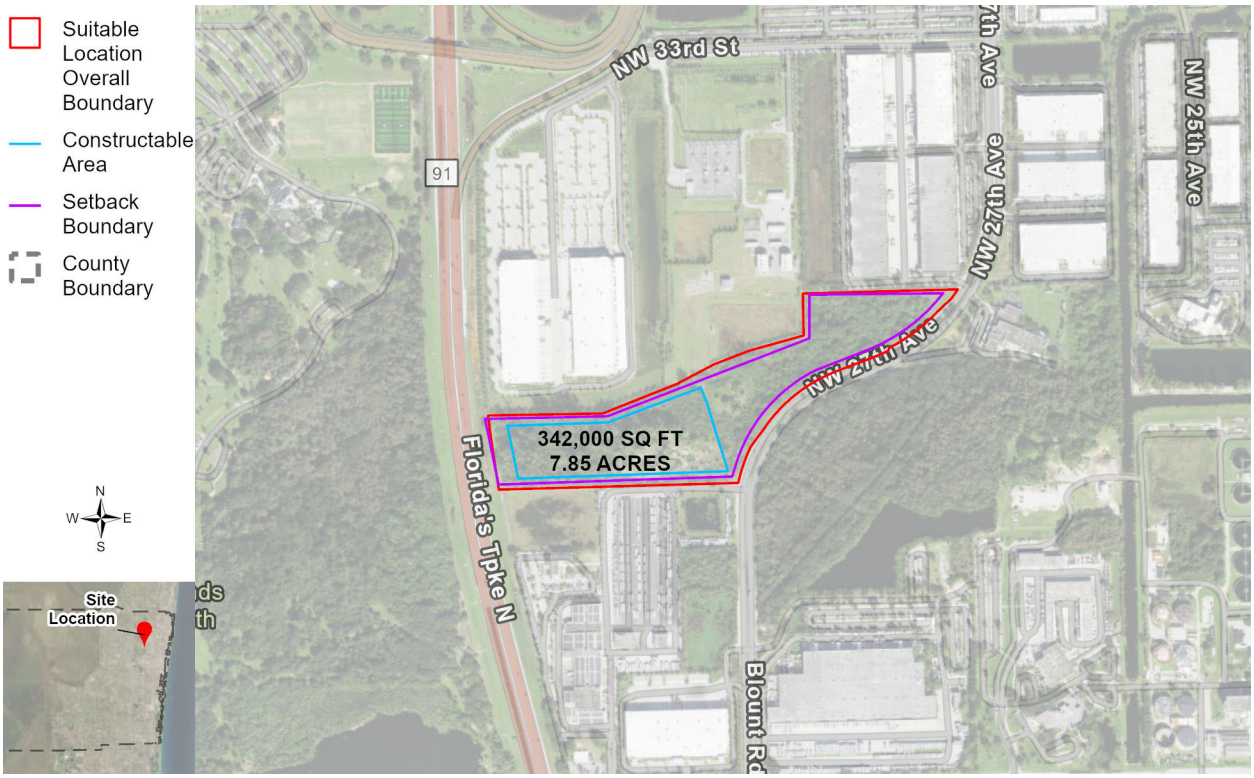


Table 7 summarizes the Scenario A facility types, capacity, and corresponding minimum acreage requirements defined in the Task 4 White Paper and compares available acreage for development, waste-related uses allowed by the City of Pompano Beach, and the minimum setback to residential zoning. This comparison determined that none of the facilities identified in Scenario A could be constructed at the Alpha 250 Site based on the facility capacity noted, minimum acreage requirements, and zoning concurrence.

Table 7. North Alpha 250 Scenario A Suitable Facilities

Facility Type	Capacity	Minimum Acreage Required Based on Capacity	Available Acreage of Alpha 250 North	City of Pompano Beach Zoning Compliant	Minimum Setback to Residential Zoning	North Alpha 250 Ability to Accommodate Proposed Facilities
SS RMPF	250,000	20	7.85	No	0.25 miles	No[1]
Mulch Facility	175,000	10	7.85	Yes	0.25 miles	No
C&D RMPF	450,000	15	7.85	Yes	0.50 miles	No
Organics Processing Campus – Scenario A (Co-Located	380,000	18	7.85	No	0.5 miles	No

Facility Type	Capacity	Minimum Acreage Required Based on Capacity	Available Acreage of Alpha 250 North	City of Pompano Beach Zoning Compliant	Minimum Setback to Residential Zoning	North Alpha 250 Ability to Accommodate Proposed Facilities
Much and Biochar Pyrolysis Facilities)						
Public Drop-Off Recycling Center	12,000	0.5	7.85	No	Not Applicable	No[1]
Transfer Station	1,240,000	15	7.85	Yes	0.25 miles	No
Landfill	3,400,000	640	7.85	No	1-mile	No

1. Discussions required with City of Pompano Beach Planning and Zoning to confirm if it would consider a special exception or an amendment to Appendix A: Consolidated Use Table of its Zoning Code to include the definition associated with a RMPF and Public Drop Off Recycling Center in its list of allowed waste-related uses.

12.0 INNOVATIVE FUTURE TECHNOLOGIES

Broward County and the Authority face increasing waste generation, shifting consumption patterns, staffing considerations, land scarcity, decreasing long-term cost-effective disposal capacity, concerns about GHG emissions from the solid waste system, and intensifying environmental challenges as a result of rapid urbanization. These co-enforcing trends necessitate the need for innovative solutions that increase diversion, enhance efficiency, reduce costs, decrease emissions, and foster environmental stewardship. To help provide solutions to these common urban growth issues, a dizzying array of quickly evolving, cutting-edge technologies is transforming the solid waste management landscape. On multiple fronts, vetting and implementation of these systems should begin in the short term and continue over the planning horizon for increasing recovery rates, optimizing costs, streamlining operations, reducing dangerous and repetitive jobs, and lowering environmental impacts.

To be effective, the Authority must prioritize a more automated and connected management system to commence immediately as a top priority. Led by AI, industrial and public processes are undergoing a revolution as significant as the preceding industrial and digital/computer revolutions of the last two centuries. For instance, the benefits of availing AI technologies as a top priority will provide vast opportunities for the productive and cost-effective development of services and assets and offer a platform for increased engagement with residents. Table 11 in Section 16 – Recommendations outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

12.1 TECHNOLOGY PLANNING FRAMEWORK

The Authority should use the following criteria as a technology planning framework to procure technologies that:

- Are low risk and proven to lead to high diversion rates; for instance, best practices for waste reduction and reuse.
- Are practical, competitive, and cost effective, and can be tailored to the Authority's unique geographic and demographic profile, including its coastal location and interconnectivity with neighboring counties.
- Implement continuous improvement – a preference for data-driven accountable metrics that automate repetitive, duplicative, and mistake-prone tasks.
- Provide long-term and sustainable processing, monitoring, communicating, and safety enhancing methods which prioritize and promote operational efficiency and environmental stewardship.

For waste system elements that may be managed by the Authority and ILA Members, most, if not all, key processes (e.g., collection, processing and disposal, procurement capabilities, compliance) could benefit from new technologies and would help drive and optimize Authority business processes. Examples include:

- Providing updated, real-time waste compositions on a continuous basis, either by collection container monitors or through AI recognition technology during processing.

- Integrating smart phone, solid waste customer platforms that are compatible with all other key parts of the management system, including collection schedules, special events, storm response, contamination monitoring, service disruption and missed pickup coordination, service provider communications, etc. These same platforms can also provide interactive billing capabilities and automated customer service functions, with features such as additional service ordering, accident reporting, up charging for exceeding service boundaries, personalized customer education, and feedback on recycling participation and performance.

- Using autonomous and safe vehicles which are appropriate now for some segments of solid waste collection and disposal system, such as 'Wall-E'- type beach and park litter robot patrols and small institutional trash container collection systems (hospitals, campuses, hotels). These systems can also utilize smart bin technology that senses when a container is full and sends the automated collection vehicle to service it. In addition, use of autonomous vehicles in management of sites where waste is processed or disposed of in such applications as water sprinkler trucks, windrow turners, security-monitoring vehicles, and landfill compactors, is being field tested and deployed today.

- Monitoring autonomous collection systems which are now in public road testing worldwide and are being developed to service larger segments of solid waste customers in the future (both residential and commercial). Considering the exploding market for autonomous cab and jitney services in large U.S. cities and given driver shortages and system disruptions from other human factors, autonomous vehicles are likely to be implemented more widely in the short term, provided they are as safe, or safer, than human drivers. Implementation will occur first in applications such as transfer station transfer long hauling; second in lower traffic commercial pick-up systems during off hours; and finally in regular residential collection systems.

- Real time monitoring and due diligence for the ILA Member solid waste collection service systems (GPS, stops recorded with date and time stamp, current position, weight-recording alternatives, daily tonnage accumulators at each processing and disposal location, etc.).

- Automated remote scale systems with time monitoring and management to avoid queues and costly manual mistakes.

The opportunities above are examples of the evolving array of technologies Authority members should consider implementing (see the Task 9 White Paper attached as **Appendix M** for more detail). Given the overwhelming number of choices, the Authority should organize to meet its planning framework in the short term. A managed approach will allow quick control and reduce reactive decisions in procuring new technology. It also will allow precise measurement and accountability and pave the way for performance improvement through metrics, leading to improved total costs and a more predictive return on investment. From this foundation, stakeholders will gain actionable options for solid waste collection, processing, recovery, and disposal which have measurable standards and outcomes, and can be geared toward the highest recovery.

The Authority should use the Planning Framework to achieve the best outcomes in the long term. For instance, solid waste system autonomous processes have become readily available in the last decade that are a major trend in the environmental industry. They can significantly reduce costs and

are being implemented rapidly through the supply chain. They are fueled by the new capabilities of AI, blockchain technologies, the Internet of Things, and Web 3.0. architecture. There are also newer, abundant, and very attractive tools and complementary technologies and processes that will be available in three to five years or less. They are also driven by these same developments and will require the new connectivity to be effective and should be complementary to its implementation. Table 11 in Section 16 – Recommendations outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

12.2 HIGH DIVERSION AND EFFICIENT WASTE MANAGEMENT TECHNOLOGIES

Initially, the Authority will likely remain reliant on the existing infrastructure, while also allowing waste to be transported out-of-County by private service providers to private disposal options. However, there is an appropriate near-term option that relates to managing yard trash and eventually food waste and presents an opportunity to increase diversion rates. Processing can be accomplished initially via mulching/composting with a relatively low investment level, with the processing approach enhanced in the future as required to meet the needs of the Authority. To meet the 75% state diversion goal, a top priority for the Authority should be to isolate, capture, and process streams of organic material that ILA Members are now collecting as part of the solid waste stream and may collect separately in the future. Focusing on organics is the fastest way to increase diversion and has shown the greatest promise among new technologies. In addition, organics technologies are scaling throughout the U.S. and achieving operational resilience.

As a preliminary action, the Authority is encouraged to conduct a yard trash end market assessment and develop an appropriate action plan to create viable end markets for yard trash or develop a procurement approach that would require a contracted vendor to identify secure end markets for processed yard trash. It should be noted that the Broward County Landfill currently has limited need for use of yard trash as alternative daily cover and reports that it currently has excess cover materials. Table 11 outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

Though not recommended initially due to the risk and cost, the Authority should continue monitoring advanced high volume waste technologies such as those presented in the Task 9 White Paper.

13.0 EDUCATION AND OUTREACH PROGRAM

As previously described above and detailed in the Task 8 White Paper (attached as **Appendix N**), behavior change is foundational to meeting the Authority's waste reduction and recycling goals. For diversion efforts to succeed, the public must take ownership of waste generation and be empowered to reduce waste and recycle more. Community members and visitors need access to the waste reduction and recycling services identified in this Plan, knowledge about how to reduce their waste and recycle correctly, and engagement to help them make informed and accurate disposal decisions about an ever-changing array of waste materials they generate as they live, work, and play across Broward County. As packaging design, recycling innovations, and materials management programs continue to evolve at a faster pace, the Authority needs a robust communications and outreach infrastructure to complement the collections and processing systems. This will help bridge the gap, encourage people to adapt to ongoing changes, and make learning about recycling more accessible, engaging, and rewarding.

Without consistent information, feedback on recycling habits, or a clear resource for answers, people often question the legitimacy of recycling programs and/or create their own recycling methods. For example, the Authority's residential recycling survey conducted in 2025, found that only 43% of respondents trust that recyclable items placed in their recycling carts actually get recycled. Without accurate, timely information, people's recycling assumptions are often based on misconceptions or outdated knowledge, leading to decreased participation and unintentional mistakes. This contributes to contamination of as much as 25% of collected recyclables, which can no longer be processed, as reported by USEPA. This highlights the need for the Authority to invest in developing a communications and outreach program to cut through confusion and become the "trusted voice" to deliver accurate and timely communications to drive desired behavior.

Participation, contamination, and material yield metrics for recycling programs can be improved significantly by investing in the following education and outreach initiatives:

- **Uniformity Across Programs:** Establishing consistency in program design and operations.
- **Targeted Educational Messaging:** Utilizing Community-Based Social Marketing (CBSM) techniques to reach and influence diverse populations effectively.
- **Enhanced Compliance Measures/Enforcement:** Strengthening policies to reduce contamination and ensure compliance.

Ensuring uniformity across programs will be one of the largest contributors to success as it provides the access needed to enable participation. The Master Plan recommends that the Authority retain and expand its current single stream recycling program due to the significant direct cost savings compared to a dual stream system and other related net savings identified in the Task 4 White Paper. Aligning recycling services across ILA Members should also provide for a conforming list of targeted curbside recyclables which is essential to communicating the list of acceptable items, thus reducing contamination and maximizing material recovery. The Master Plan also recommends requiring weekly curbside collection of source separated yard trash to enable targeting the material for beneficial uses. Both core weekly curbside collection services are the two largest materials streams in which residents can actively participate in order to increase recycling rates. In addition to these two critical focus areas, **Table 11** outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame. The Task 8 White Paper also provides more detail and relevant case studies.

14.0 CHALLENGES AND OPPORTUNITIES

Tasks 4 through 9 explored and provided a physical roadmap for diversion. However, for success in implementing some or all of the processing and disposal functions of Scenario A, the Authority will first be required to build a lasting foundation before it invests its own capital and resources to meet the 75% recycling goal. There are lessons from existing municipal solid waste systems with higher recovery in North America (from places as diverse as Florida's Lee and Palm Beach Counties; the province of British Columbia, Canada; Hennepin County, MN; California's high regulatory environment; Phoenix, AZ; and several New Jersey, New York, and Texas municipalities) that began to build greater diversion over decades-long periods through phased foundational steps. These steps then allowed later development of the physical assets, whether public or private, required to meet the volume demand. Successful high diversion communities further recognized the practical tradeoffs that must be made in order to increase local waste authority fidelity and span of control so they could make necessary changes while keeping diverse stakeholders engaged and supportive. This included immediate steps towards solving ever-present potential conflicts and the tradeoffs they represent, with solutions acceptable for stakeholders in their diverse communities. Among the most important of these are:

- Where (land availability, feasibility, community acceptance) and when (cost, volume, competition) to build new solid waste facilities.

- What kind of collection systems must be phased in over the long term to obtain a cost-optimized scale to achieve the highest rates of recovery, whether or not the Authority actually operates those collection systems; and how to implement a phased homogenization of solid waste-segmented materials streams to provide the key Authority leverage point of large volumes for lower costs that members want.

- Immediately begin defining and implementing general policies, contractual agreements with Authority members, collaboration agreements with non-members for regional scale, and supporting local member statutes that will be needed.

- How to plan, procure, and execute an effective communications strategy utilizing a shared high-technology platform, from customer apps to real time system operations, in order to assure widespread and necessary access across the supply chain for common Authority-wide messages; for instance, coordination of material stream composition requirements, anti-contamination programs, special collection programs, and storm response. This also allows the underpinnings of the Authority's mission to be shared through continuing updates on progress towards common goals, metrics, performance, changes in schedule, responses to storms, and general management.

- How to, over time, move towards material stream, collection system, diversion, disposal and other service harmonization whenever possible for economies of scale.

In addition, based on the 2023 FDEP Solid Waste Management Report, the County had a 39% recycling rate for C&D. Based on the opportunity to manage this waste stream component better, the SCS Team evaluated options to manage C&D. These are presented in the Task 17 Construction & Demolition Debris Management Options White Paper attached as **Appendix O**.

15.0 MANDATORY MASTER PLAN CONTENTS

Consistent with Article 7 of the ILA, the Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System. The Master Plan satisfies each of the requirements set forth in Section 7.1.1, as described below.

To the extent that certain System components, facilities, or contractual arrangements are not yet in existence as of the adoption of this Master Plan, the provisions below establish binding standards, methodologies, and minimum requirements that shall govern the Authority's implementation of such components upon their development, execution, or acquisition.

7.1.1.1 – Revenue Requirements and Reserve Funds

ILA Section 7.1.1.1. requires that the Master Plan provide for **"revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components."**

The Authority shall establish and maintain reserve funds sufficient to address closure, long-term care, perpetual maintenance, and potential remediation costs associated with System facilities.

For any System facility developed, acquired, or utilized by or on behalf of the Authority, the Authority shall calculate required reserve amounts using a lifecycle cost methodology that includes, at a minimum: (i) projected closure costs; (ii) post-closure monitoring and maintenance costs; (iii) potential remediation costs based on reasonably foreseeable environmental risks; and (iv) a contingency factor appropriate to the type of facility and regulatory requirements.

Until such time as System facilities are developed or acquired, the Authority shall maintain a minimum operating reserve equal to no less than three (3) months of projected operating expenses, as reflected in the Detailed Financial Plan. Upon the development or acquisition of any System facility, the Authority shall incorporate facility-specific reserve funding requirements into its rate structure, assessments, or other revenue mechanisms in accordance with this methodology.

7.1.1.2 – Diversion Sites, Disposal Sites, and Waste Processing

ILA Section 7.1.1.2. requires that the Master Plan provide for **"Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate."**

Prior to the acquisition, construction, or designation of any specific facility as part of the System, the Authority shall evaluate and identify such facility in accordance with the criteria set forth in the Master Plan and applicable appendices, including capacity, environmental compliance, geographic distribution, and system efficiency.

The identification of facilities within Scenario A and the associated appendices constitutes the initial framework for System configuration, which shall be implemented and refined through subsequent Authority actions consistent with this Master Plan.

7.1.1.3 – Diversion Plans

ILA Section 7.1.1.3. requires that the Master Plan provide for **"Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law."**

The Authority hereby adopts the following diversion framework applicable to all System operations:

(a) Hazardous Materials: Any Hazardous Materials that impermissibly enter the System shall be identified, segregated, and removed in accordance with applicable law. The Authority shall require, through contractual arrangements or operational protocols, that all processors, haulers, and facility operators implement procedures for the detection, removal, handling, transportation, and lawful disposal of such materials.

(b) System Waste Subject to Diversion: For System Waste for which diversion is appropriate under applicable law, the Authority shall implement diversion programs, which may include source separation, material recovery, processing requirements, and contractual performance standards.

These diversion requirements shall be incorporated into all relevant agreements, operational standards, and programmatic requirements of the Authority. The Authority may adopt additional diversion protocols as System facilities and programs are developed; however, the foregoing framework shall apply at all times to System operations.

To the extent that the Authority, through a network of future drop-off centers, offers to accept waste that would otherwise be known as Hazardous Materials (as defined in the ILA), this Master Plan constitutes express written consent for the Parties, their residents, and designated waste haulers to deliver the specified materials into the System.

7.1.1.4 – Solid Waste Reduction Strategies, Recyclable and Recovered Materials Processing, and Public Education

ILA Section 7.1.1.4. requires that the Master Plan provide for **"Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same."**

The Authority shall implement programs and services to support solid waste reduction and Recyclable Materials processing for all materials that may reasonably be included in single-stream recycling, including public education and outreach initiatives. Further, the Authority shall also implement programs and services to support Recovered Materials processing for categories such as C&D.

At a minimum, the Authority shall provide for: (i) public education programs addressing waste reduction, recycling, and proper material handling; (ii) coordination with Parties to support consistent program implementation; and (iii) performance-based program elements designed to improve diversion and recovery rates over time.

The strategies, priorities, and timelines set forth in Section 16 (Scenario A Plan), Table 11, and Appendix N establish the required programmatic framework, which shall be implemented through Authority actions, agreements, and funding mechanisms consistent with this Master Plan.

7.1.1.5 – Alternative and Contingency Facilities

ILA Section 7.1.1.5. requires that the Master Plan provide for **"Alternative and contingency facilities, consistent with this Agreement."**

Alternative and contingency facilities are addressed in Section 16 (Scenario A Plan) of the Master Plan and are further detailed in Appendix R (Detailed Financial Plan). Further, contingency facilities will be addressed through the development of solicitations for processing and disposal, and it will be a contract requirement to provide for uninterrupted processing and disposal services to the ILA members in any future processing and disposal agreement the Authority executes.

7.1.1.6 – Disposal Methods Prohibited to Protect Underground Drinking Water Sources

ILA Section 7.1.1.6. requires that the Master Plan provide for **"Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water."**

Currently, no disposal methods are being prohibited as there are no Authority-owned facilities. The Master Plan addresses siting requirements in Section 11 (Future Needs Assessment), with further detail provided in the Task 6 White Paper (Findings and Recommendations) presented in Appendix K, and the Task 10 White Paper (Natural Areas Near Facilities) presented in Appendix L. The Authority will not own or operate facilities during Phase 1 and 2, and therefore whether specific disposal methods will be prohibited at Authority-owned facilities to protect underground sources of drinking water will be adopted during Phase 3, if necessary, for any facilities owned and operated by the Authority.

7.1.1.7 – Additional Governing Board Goals

ILA Section 7.1.1.7. requires that the Master Plan provide for **"Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations."**

The Master Plan contains all of the goals identified by the Governing Board, none of which are inconsistent with applicable law, the ILA, or with County's exercise of its statutorily granted powers and obligations, and therefore the requirement is satisfied.

7.1.1.8 – Strategies for System Waste Obligations

ILA Section 7.1.1.8. requires that the Master Plan provide for **"Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement."**

The Master Plan presents strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of the ILA, with a comprehensive summary of the recommended critical elements, strategies and tactics, and associated priorities and timeframes provided in Section 16 (Scenario A Plan), Table 11.

16.0 SCENARIO A PLAN

16.1 EXPECTED OUTCOMES

Scenario A envisions strengthening the Authority's status quo by implementing thoughtful incremental improvements that can be managed by the Authority more easily as it works to build its institutional abilities while also minimizing disruption to the existing solid waste services provided by the ILA cities. It outlines waste processing approaches that can be executed more quickly to deliver the biggest impact for the least cost, and it will form the cornerstone of the Authority's future waste processing needs while providing flexibility to allow more aggressive policies and infrastructure investments in the future as the Authority matures. Complimentary ordinances, policies, and outreach initiatives will be necessary to require waste segregation that will enable the Authority to direct material to appropriate facilities. In addition (and depending on the procurement approach employed by the Authority to develop new processing facilities), further consideration of local, state, and Federal legislation and local land use must be considered. **Table 8** presents the waste tonnage needing to be managed in 2045 and the projected diversion impact from Scenario A.

Table 8. Scenario A Recovery Tonnages Summary – Estimated Outcome in 2045

Scenario A	Estimated Outcome in 2045
Incoming Tons to New Recovery Facilities	3,800,000
Recovered Tons	3,300,000
Residue Tons	500,000
Traditional Recycling %	54%
Adjusted Recycling % with WTE and Landfill Credits	62%
GHG Benefit (MTCO2e)	1,500,000

Achieving Scenario A outcomes depends on five critical assumptions: (1) enhancing curbside diversion services to all single family residences (i.e., single stream recycling and clean yard trash collection) by all ILA Members; (2) achieving a high capture rate of recyclables from all non-participating waste stream generators (i.e., multi-family, commercial/industrial, away from home generation); (3) effective integration of private service providers to help achieve the goals of this Plan; (4) available funds to build, operate and maintain the extensive network of forecasted facilities; and (5) continued growth in population and waste generation over the planning horizon. Scenario A outcomes also depend on technological trends and outcomes which may change priorities, potentially at a rapid pace. Due to these challenges and constraints, Scenario A should be adopted and vocalized by Authority leaders as a best-case scenario with challenges to overcome.

16.2 FACILITIES OVERVIEW

Scenario A identified material recovery and waste processing facilities that utilize proven technologies to increase recycling rates, and which can be considered for future development by the Authority. It should be noted that Scenario A does not advocate for each facility to be developed, but rather identifies the scale and scope of processing facilities that would be needed to manage future waste volumes in 2045 in order to reach the 75% recycling goal. Before investing in developing Authority owned facilities, the initial focus should be on maximizing use of existing infrastructure for the most cost effective and quickest impact. Only when the use of existing infrastructure is not

available or impractical due to excessive hauling distances, or pricing is uncompetitive should the Authority then explore developing Authority owned facilities. It should be further noted that the Master Plan does not advocate for a new WTE facility, rather it contemplates using the existing facility. While not considered in the analysis, it should be noted that the existing facility may have the potential to install an additional combustion unit, which would increase processing capacity for the benefit of the Authority.

Scenario A provides the best estimate for what a future solid waste management system may look like. The actual tons of waste will be impacted by population growth, commercial development, private sector waste processing infrastructure, development of new facilities, the maintenance of existing facilities, or the lack thereof, and the degree of success in influencing behavior changes over the planning horizon, in addition to a myriad of other factors, including the trend towards greater implementation of extended producer responsibility frameworks, the continued evolution of packaging design, and the pending impact of transformational technology in the form of AI, etc. Twenty years is a long time, and each decision along the way will need to be based on the then-current realities of the solid waste system and local market conditions.

Table 9 presents the recommended program components and facilities envisioned by Scenario A.

Table 9. Overview of Scenario A

Scenario	Programs	Additional Facility Needs and Capacity of Each Facility - Tons Per Year (TPY)	Target Diversion Rate Increase
A	• Restore Recycling Services to 20% of Broward County • Add segregated Curbside Yard Trash (YT) Collection • Add Food Waste (FW) Drop-Off Events • Add Permanent Household Hazardous Waste (HHW)/ Electronics/Recycling Drop-Off Sites • Add reduction, reuse, and diversion programs and policies.	• Two (2) Single- Stream Material Recovery Facilities (250,000 TPY each) • Two (2) New Organics Processing Sites with: Two (2) Mulch/ Colorizing Operations (175,000 TPY each) and One (1) New Biochar Pyrolysis operation (30,000k TPY) • Two (2) C&D Recovery Facilities (450,000 TPY each) • Eight (8) Permanent Drop-Off Centers (2,400 TPY each) • Three (3) Transfer Stations (North, South, Central Broward County) • One (1) Landfill	+25 percentage points to 62%

16.2.1 Scenario A – Processing Facilities

16.2.1.1 Municipal Solid Waste

Currently, MSW is hauled either directly to the South Broward Resource Recovery Facility (RRF) or to transfer stations throughout the County, including Waste Management (WM) Davie, WM Deerfield, and Waste Connections Pembroke Park. MSW is then sent to landfills including Broward County

Landfill, J.E.D Landfill, Medley Landfill, Okeechobee Landfill, Desoto Recycling & Disposal, and the Monarch Hill Landfill. Ash from the South Broward RRF is then disposed at the South Broward Ash Monofill.

Scenario A recommends the construction of three transfer stations to supplement the existing private transfer stations in the market in order to support the efficient flow of material to disposal facilities. Ideally, the transfer stations would be located strategically within the County (e.g., northern, central, southern). Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used. It should be noted that WIN Waste Solutions, Inc. (WIN Waste) recently announced the pending sale of the South Broward RRF, and as such, new contract terms and conditions with a new owner/operator may be required for continued use of this disposal capacity. In addition, Scenario A contemplates the development of a new landfill while recognizing that existing landfill capacity may continue to be utilized in the future. However, consistent with the Authority's direction to "control its solid waste management destiny", the SCS Team has assumed that a new landfill, or an existing landfill with capacity that can be secured by the Authority, will be required. An increasingly viable option is to utilize rail hauling to direct waste to a regional landfill.

16.2.1.2 Single-Stream Recycling

Currently, the Authority's ILA members process their SSR at WM's Reuter Facility, with processing fees ranging from $90 to $200 per ton depending on each community's respective contract provisions and how those contracts handle recycling commodity revenue sharing. The Authority should ensure that future recycling processing contracts thoroughly contemplate the value of the recycling commodities sold to market and include provisions whereby the commodity revenues are shared between the MRF operator and the Authority to align incentives to reduce inbound contamination and produce high-quality outbound materials that can be readily marketed. WM is constructing a new, state-of-the-art, 127,000 square-foot RMPF adjacent to the Reuter Facility. This $80+ million RMPF will have a processing capacity of 66 Tons Per Hour (TPH), equivalent to 260,000 TPY, and is referred to as the WM Recycling South Florida (WM South Florida Facility). While the region's current SS processing capacity theoretically is sufficient for 2023 tons, Scenario A includes the development of two additional SS RMPFs to manage the additional volume of inbound tons projected to be generated in 2045. See the Task 4 White Paper for an expanded discussion of the SS RMPF, options, costs, and timeline.

16.2.1.3 Organics Processing Campus

Scenario A includes two Organics Processing Facility campuses with the ability to scale operations to meet additional processing capacity needs. Under this scenario, the facilities will process yard trash via two Mulch/Colorization operations and one Biochar Pyrolysis operation.

The mulching process will involve grinding yard trash, removing contaminants, and stockpiling materials in windrows for further decomposition and processing. To address challenges in the regional market for mulch and soil amendments, incorporating a colorization process is recommended to enhance product marketability and increase revenue potential.

Additionally, the pyrolysis of yard trash—particularly fibrous materials which are slower to decompose such as palm fronds and trimmings—can provide operational flexibility for organics processing. This also creates market opportunities for biochar, a valuable end product with various applications in agriculture, landscaping, and environmental remediation.

16.2.1.4 Construction & Demolition RMPF

Current C&D processing facilities appear to have sufficient capacity to handle the existing tonnage under existing market conditions. However, it should be noted that the WM Monarch Hill Landfill is used to dispose of C&D components that are not segregated for recycling and sale to the secondary market. Further, as tonnage increases and new policies or market developments enhance materials recovery and marketability, additional facilities are anticipated to be required to meet the growing demand.

To address these future needs, assuming that adequate secondary markets exist, it is recommended to establish up to two strategically located C&D RMPF facilities to expand the region's C&D processing capacity. Each facility should be designed to process up to 450,000 TPY (equivalent to 100 TPH) to accommodate the estimated 850,000 TPY of C&D materials requiring processing. These facilities may be publicly or privately owned and operated, depending on regional needs and stakeholder preferences.

16.2.1.5 Drop-Off Centers for Hard-to-Recycle Materials

Permanent Drop-Off Centers. To strengthen recovery efforts, all five scenarios include the development of eight recycling drop-off centers. Each of these permanent facilities will consist of two distinct areas:

1. One gated and staffed area, operating up to two days per week, dedicated to the collection of HHW and electronics.

2. A second, publicly accessible area, open 24/7, for the drop-off of SS recyclables and textiles.

Each site should allocate a minimum of approximately 0.25 to 0.5 acres of operational space for material handling and storage. Materials will be collected using various container types, including roll-off containers, Gaylord boxes (large, corrugated cardboard boxes designed for bulky or irregularly shaped items), and metal donation bins. To support efficient operations, each site should be equipped with two shipping containers designated for the storage of HHW, paint, and electronic waste. Additional site requirements include one electric pallet jack and four roll-off containers.

Although illegal dumping and scavenging are common concerns at public drop-off sites, there are many examples of successful 24/7 drop-off facilities across the United States. The added accessibility and convenience of these facilities, especially to those without curbside recycling access, outweighs the effort to keep the facilities clean and well maintained. A few examples of jurisdictions with 24/7 drop-off facilities include:

- Pinellas County, Florida
- Dunedin, Florida
- Bradenton, Florida
- Cincinnati and several other jurisdictions in Ohio
- Emmet County, Michigan
- Alexandria, Virginia

Municipalities use a variety of strategies to mitigate illegal dumping and scavenging concerns at 24/7 public drop-off facilities, with each community needing to be flexible to adapt to local behaviors and be responsive to differences between individual facility locations. Common strategies include:

- Placing drop-off sites in busier locations with more people around helps to serve as a deterrent to bad behavior. Some communities co-locate drop-off sites at existing solid waste facilities, sheriffs' offices, fire stations, and public parks where municipal staff can more quickly help identify illegal dumping and alert the appropriate solid waste staff to respond.

- Well-placed signage and site lighting are essential.

- Closed Circuit Television (CCTV) cameras are recommended for monitoring and deterring illegal dumping.

- Some communities place fencing and gates around their facilities and require a driver's license to be scanned before entry or, alternatively they require patrons to register with the municipality and obtain a unique membership code to enter to be granted site access.

- Some municipalities engage community groups to help monitor and promote sites, similar to adopt-a-road or community garden programs, as a means of fostering community pride in the facility and support to keep it clean.

- Other jurisdictions partner with law enforcement and/or code enforcement agencies to make periodic stops at the facilities or ramp up their presence when illegal dumping or scavenging is occurring to serve as an additional deterrent. Code Enforcement departments are often willing to investigate the illegally dumped materials to see if there is any identifying information that can lead to a suspect with a follow-up warning visit to alleged perpetrators.

- Communities can also leverage their service delivery contracts to include contract provisions that require contracted recycling or HHW collection staff to make efforts to clean the sites when they service containers and/or report litter, illegal dumping, or suspicious activity. Other jurisdictions include contract line items to have a means of paying a contractor to respond quickly to remove illegal dumping on a per incident basis in the event municipal staff are not available.

In all instances, a quick response to remove illegal dumping is the best practice and is essential to reducing additional illegal dumping. Data shows that litter attracts more litter based on people's perceptions of a specific place and how well it is maintained, whether a public park, parking garage, or recycling drop-off facility.

16.2.1.6 Waste-to-Energy

Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used. A new WTE facility is not contemplated. Note that WIN Waste recently sold this facility to FCC Environmental Services, and as such, future contract terms and conditions with a new owner/operator may be required for continued use of this disposal capacity. Given the sensitivities

surrounding the use of WTE, the Executive Committee directed the SCS Team to prepare a White Paper providing a consolidated reference guide of published resources, reports, and studies regarding the health impacts which may be associated with WTE, which is presented in **Appendix P**. On July 18, 2025, the Executive Committee clarified that any future new WTE facility would only be considered if it were co-located in close proximity to the South Broward RRF. It should be noted that the South Broward RRF site and surrounding parcels were not evaluated as part of the Master Plan siting analysis. Therefore, based on this policy direction from the Executive Committee, it is recommended that the South Broward RRF campus and adjacent parcels of land be evaluated for additional WTE capacity feasibility at some point in the future. If the Authority considers to further explore the role that WTE can play as part of an integrated and sustainable solid waste management program, it may consider establishing a WTE sub-committee to the Executive Committee, which can serve to keep the Authority engaged with the new owner of the South Broward RRF to ensure processing Broward County tons remains the priority at this facility as opposed to processing out of County tons, while also ensuring members of the committee stay informed about relevant future changes in the WTE industry given its role as a MSW management facility during the planning horizon.

16.2.2 Scenario A - Outcomes

Scenario A aims to strengthen the Authority's status quo by updating the recycling and organics recovery program through establishing additional infrastructure and negotiating access to existing capacity at the SSR Reuter Facility. **Table 10** presents the diversion facilities and capacity required, capital cost, operating cost, and summary of processing fees under Scenario A.

Table 10. Scenario A - New Diversion Facilities and Capacity, and Estimated Costs and Fees in 2025 Dollars

Description	Qty	Capacity (TPY/Facility)	CapEx/ Facility	Annual OpEx/ Facility	Processing Fee ($/Ton)	Aggregated ($/Ton/Facility)
SS RMPF	2	250,000	$72M	$14M	$89	$35
Yard Trash Mulch Facility	2	175,000	$5M	$1.8M	$14	($32)
Biochar Pyrolysis	1	30,000	$10M	$700k	$57	$13
C&D RMPFs	2	450,000	$41M	$19M	$50	$60
Public Drop-Off Centers	8	12,000	$140k	$1M	$86	$86
Transfer Stations	3	890,000	$47M	$31M	$87	$27
Landfill	1	3M	$880M	$229M	$91	$41

16.3 DIVERSION OPPORTUNITIES

Meeting the Authority's diversion goals demands a major shift in behavior and operations to manage waste upstream, at the point of generation, before materials become commingled and thus more costly to recover. Harmonizing collection and processing approaches that maximize the source

separation of waste materials into more homogenous waste streams better enables materials to be recycled. Ensuring uniformity across diversion programs establishes consistency in program design and operations, allows for more efficient management of waste streams, and enables more impactful educational messaging that will work to change behaviors towards adopting waste reduction and recycling participation habits. Increasing public awareness of and participation in the uniform waste diversion services provided will lead to cleaner source separated waste streams that are more easily and cost-effectively targeted for recycling.

After a comprehensive analysis, it is recommended that the Authority utilize single-stream recycling collection as the preferred approach to curbside recycling. Single-stream recycling offers significant cost savings compared to dual-stream recycling as further detailed in the Task 4 White Paper. Expanding the service to residents who do not currently have access is one of the best immediate diversion opportunities.

Scenario A identified the need to require residential yard trash to be collected separately at the curb to enable processing into mulch and biochar. It envisions a colorization process to treat the mulch derived from yard trash processing as a means of increasing the marketability and revenue associated with the final mulch product. The market for mulch and soil amendments in Broward County is limited. Estimates using the Mulch & Soil Council methodology suggest a total market size of approximately 74,000 TPY for mulch and 33,000 TPY for soil amendments such as compost and topsoil. However, recycled organic waste-based mulch and compost face competition from traditional wood mulch and premium organic compost products. Additionally, the high concentration of palm material in regional yard trash poses challenges to degradation during processing, thus the utilization of pyrolysis processing to produce biochar is recommended to help address this concern.

To address these challenges and improve the viability of organics processing by the Authority, several additional strategies are recommended:

- **Biochar Pyrolysis Unit:** Incorporating a pyrolysis unit to process hard-to-decompose organic material, such as palm waste, into biochar. Biochar offers additional market opportunities and supports soil health initiatives.

- **Colorizing Process:** Adding a colorizing step to enhance the aesthetic appeal of recycled mulch products and increase market competitiveness.

- **Trained Salesforce:** Employing a highly trained salesforce to promote end products effectively, ensuring market penetration and customer education.

By implementing these measures, the Authority can develop a more robust and sustainable organics processing system that addresses existing challenges and maximizes resource recovery.

The policies described below represent the initial recommendations, based on findings from the various White Papers developed throughout the planning process, and informed from years of specialized solid waste and recycling consulting experience. The recommended policies were developed to achieve a step-by-step progression of activities necessary to implement the goals of the Authority in the short, mid, and long term.

Achieving the goal of 75% diversion will be challenging and will require long-term commitment and funding to continuously educate the public about consumption practices, waste generation,

consequences of today's continued disposal practices, trade-offs in taxes and fees, and lifestyle choices to change the established habits of a culture of throwaway conveniences.

Table 11 presents critical elements, strategy and tactics, and the priority and timeframe related to policies and regulations, innovative technologies adoption, organics management, and education and outreach that are recommended to support the development and deployment of Scenario A.

Table 11. Recommended Critical Elements, Strategy and Tactics, and Priority and Timeframe

POLICIES AND REGULATIONS		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Harmonize minimum curbside waste collection standards	• In collaboration with ILA Members and legal counsel, begin the process of drafting an Authority approved procurement template for collections and processing services to be used by ILA Members as existing agreements begin to expire, with the intent to align curbside services to a minimum of one MSW, one single stream recycling, and one yard trash collection per week: o Implement and enforce a uniform requirement in franchise agreements and service contracts to collect and report data on tonnages collected, material types, waste composition, contamination rates and other information determined to be useful to ILA Members and the Authority. This data will provide valuable information for use in making improvements to the solid waste system and adjusting public education, outreach or solid waste management practices as needed across the Authority; o Develop underlying foundational policies including mandatory residential recycling, utilization of advanced mobile customer and service provider interfaces to improve communication, increase home recycling access, and procurement terms which ensure competitiveness for processing facilities and operating contracts; o Execute longer-term franchise agreements for residential collection contracts because responsibility for the waste transfers to the service provider after collection in exchange for geographical exclusivity and so does managing that waste for meeting the goals of the Authority. Require lower GHG-producing collection vehicles, truck monitoring of contamination in real time, and safe efficient behaviors on-route. Franchise agreements have been shown to be effective ways to increase landfill diversion on the West Coast and are prevalent there for that reason; and o Evaluate dividing the County into several franchise residential collection zones that would each be serviced by a single vendor. The franchise zones would be competitively bid, and no collection vendor would serve more than two zones to stimulate competitive pricing. This would leverage the economies of scale for collections and help reduce costs burdened by the public. Similar franchise zones have been successfully implemented in other Florida counties (e.g., Duval and Hillsborough) and would be a consideration after the Authority is established. • Require waste to be source-separated at the curb. • Require a minimum of 1 MSW, 1 recycling, and 1 yard trash collection per week (note: municipalities may provide higher levels of service if desired). • Work with ILA Members to develop curbside setout parameters: o MSW; o SS Recycling; and o Yard trash. • Develop model language for ILA Members to codify via ordinances to ensure their respective Code Enforcement departments can enforce common standards. • Develop communication pieces to inform residents about any changes to curbside services. • Develop model contract language for ILA Members to use when procuring new collection contracts.	High/Immediate Adoption
Expand single-stream recycling access	• Ensure all single-family homes with four units or less are provided once-a-week curbside recycling collection service. • Begin to harmonize the list of acceptable recyclable materials. • Expand recycling to multi-family properties. • Expand access to recycling in public spaces. • Develop a mandate to require recycling by commercial and industrial entities.	High/Immediate Adoption
Require yard trash to be recycled	• Ensure all single-family homes with four units or less are provided once-a-week curbside yard trash collection service. • Establish collection zones that can be competitively bid to procure a private sector solution to provide yard trash processing. Note this approach will be quickest to implement and if it does not generate enough additional recycling an Authority owned organics processing facility can be pursued. • Mandate the use of recycled yard trash recovered from local diversion programs to be used at municipal facilities.	High/Immediate Adoption
Enact a mandatory C&D recycling ordinance	• Require C&D recycling prior to landfill disposal. • Applicable to various construction and demolition projects, including residential and commercial construction exceeding certain values, alterations, and roofing projects that involve the removal of old roofing materials. • Modify the building permit system requiring that material weight recycled be estimated and calculated as part of the permit application, and the permittee would be required to provide receipts for the weight of material recycled (minimum what was calculated in the permit application) to close the permit and receive a Certificate of Occupancy. • Incentivize deconstruction over demolition. • Incorporate a fee structure aligned with the type and scope of each project.	High/Immediate Adoption

Develop additional residential drop-off centers for hard-to-recycle and hazardous materials	• Create a capital improvement plan to fund the development of new drop-off facilities. • Promote drop-off centers as convenient recycling options for multi-family residents who do not have access to curbside recycling. • Utilize drop-off centers as outreach posts to engage with residents. • Procure service delivery contracts to ensure proper management of received materials (e.g. batteries, used oil, scrap metals, white goods, household hazardous waste). • Focus on fostering waste reduction via developing reuse opportunities that may be best co-located at drop off sites. Examples include Sarasota County's Re-Uz-It Shop (https://www.scgov.net/government/solid-waste/the-re-uz-it-shop) or Hillsborough County's award winning partnership with Goodwill Industries to have donation stations at drop-off sites (https://baynews9.com/fl/tampa/news/2023/05/03/trash-or-reuse--pilot-program-turns-discarded-items-into-donations).	High/Short-Term
Enact a mandatory commercial recycling ordinance	• Develop non-exclusive commercial collection franchises which likewise require haulers to carry out actions to meet Authority goals, include the provision of accessible reporting data on collection containers weights and services utilizing County interfaces in real time, and could be coordinated to utilize County-certified recycling facilities.	High/Short-Term
Begin to develop food waste collection	• Select which of the three strategies identified in Scenario A, or a combination of them, is the best fit for ILA Members to start targeting food waste: o Establish food waste drop-off at special events; o Install food waste drop-off sites to be co-located at municipal facilities (i.e. recycling drop-off centers, libraries, senior centers, etc.); and o Establish curbside food scrap collection. • Procure a contract with a permitted facility capable of processing food waste,	Medium/Short-Term
Implement supporting policies and actions	• In collaboration with ILA Members, explore implementation of low-cost waste reduction programs such as supporting backyard composting as a means of reducing food waste entering the collection system (as has been implemented by the City of Tampa) and/or establish strategic partnerships with aligned organizations such as the donation collection program established by Hillsborough County and Goodwill Industries Suncoast to increase material reuse at their drop-off facilities. • Mandate recycling at all municipally owned facilities to lead by example, • Consider partnering with the State and perhaps the Federal Small Business Administration (SBA) to offer grants and/or low-interest loans to stimulate the development of recycling businesses in Broward County. • Consider intensive and coordinated lobbying efforts at the State level aimed at revising the rules related to preemption and food waste. Currently, local governments cannot ban the sale and use of single-use products within their municipal boundaries. Additionally, food waste is currently regulated as solid waste in Florida, both of which are highly restrictive and a significant limiting factor for the reduction in single-use items as well as the development of large-scale food waste diversion programs. • Note policy formation will be an ongoing effort given the staff time, public education, and implementation timelines required of each. It's recommended to only focus on each major policy enactment one at a time.	High/Short-Term to Mid-Term
If WTE is considered, establish a WTE Sub-Committee from ILA member communities to research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation.	• Consider establishing a WTE Sub-Committee to the Executive Committee, if warranted. Consider initiating and defining the scope for an evaluation of the South Broward RRF Campus and adjacent properties in order to explore the feasibility of expanding WTE capacity at the Campus.	Medium/ Mid- to Long Term
EDUCATION AND OUTREACH AND COMMUNICATION PLAN		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Invest in developing a sustained communications and outreach program	• Dedicate sufficient funding to engage with residents frequently to drive and support behavior change. • A strong investment is necessary to ensure people are well-informed and motivated to recycle. This strong investment can boost a recycling rate beyond levels that could be achieved with infrastructure improvements alone. Research in various U.S. communities conducted by The Recycling Partnership, a national nonprofit that is the gold standard on recycling education, found that combining access to recycling with comprehensive education not only improves and maintains high recycling rates but also results in cleaner materials. • Develop and execute a comprehensive communications, education, and outreach implementation plan that will identify how to best prioritize outreach efforts. • Ensure all ILA Members begin to use common terminology, slogans, and Authority branding to harmonize public knowledge of recycling services including how to participate correctly. • Partner with the ILA Members and key community stakeholders, such as Broward County Schools and the Florida Panthers, etc., to reach target audiences in multiple ways via a trusted source in the community to reinforce the Authority as the go to "trusted voice" for recycling related information and guidance as described in the Task 8 White Paper. • Continue to utilize surveys and focus groups to better identify obstacles to behavior change, communication preferences, motivation factors, and better help tailor educational materials to meet customer needs.	High/Immediate Adoption & Ongoing

Become the trusted voice to deliver waste and recycling related information	• Build public trust through transparency and education. • Develop a new webpage to serve as the education hub landing page used by all ILA Members when marketing programs and in media engagements. This is needed to position the Authority as the trusted source of the most updated and accurate information on proper recycling and disposal. See www.TampaBayRecycles.org and www.CentralFloridaRecycles.org as examples of how web traffic can be focused on one webpage and then direct visitors back to their respective ILA Member websites for customer service related information until the Authority's capabilities increase over time.	High/Immediate Adoption & Ongoing
Partner with a wide range of stakeholders to increase engagement with their networks	• Reach out to special interest groups, homeowner associations, retailers, schools, sports organizations, business organizations, local media personalities, museums, religious and service-oriented organizations. • A trusted messenger is vital to a behavior change campaign. A message can be 100% on point, but if it does not come from someone trusted by the audience, the message may not be absorbed, and the behavior may not change. • Partner with the ILA Members and key community stakeholders, such as Broward County Schools and the Florida Panthers, etc., to reach target audiences in multiple ways via a trusted source in the community to reinforce the Authority as the go to "trusted voice" for recycling related information and guidance as described in the Task 8 White Paper. See example of how Hillsborough County, FL partnered with the Tampa Bay Lightning on an anti-litter campaign: https://hcfl.gov/residents/property-owners-and-renters/trash-and-recycling/anti-litter-campaign. • Partner with sister departments and agencies within the ILA Members to crowdsource the dissemination of key outreach materials on proper recycling as part of their normal outreach efforts. For example, collaborating with water conservation teams, parks and recreation departments, and other environmentally adjacent staff to have recycling do's and don'ts lists on their respective outreach tables to help reach larger audiences. • Utilize partnerships to find innovative ways to reach people, such as recycling art contests in local schools. For example, see the City of Tampa's program where they have an annual poetry and art contest where the winning poetry is displayed at public parks and artwork gets wrapped on recycling collection trucks which are then seen performing collection on routes throughout the community (https://www.tampa.gov/solid-waste/3rs-art-contest-winners).	High/Short-Term Adoption & Ongoing
Communicate with the community in multiple ways via a combination of approaches	• Utilizing a combination of communication approaches is important to reach people where they are, such as utility bill inserts, direct mailers, media interviews, webpages, cart hangers, social media, outreach events, neighborhood or business newsletters, advertising, etc. • A recommended best practice is to send a mailer to residents three times a year that they can hang on their refrigerator or prominent place to confirm their collection days and what materials are and aren't supposed to be recycled. • Sending a postcard that specifically focuses on the top contaminant in the recycling program is another best practice. • Use technology to reach people on their smart phones via traditional social media channels (i.e., Facebook, X (formerly Twitter), Tik Tok, Instagram, etc.) and the use of apps. • Actively pursue earned media attention, such as frequent interviews on local TV and radio, to promote key messaging which is often more effective at driving engagement at no cost except for staff interview preparation. • Consider paid advertising, but primarily when promoting a targeted educational campaign and when data driven. Social media advertising can be cost-effective to reach target audiences.	High/Short-Term Adoption & Ongoing
Utilize existing and emerging technology to better engage with residents	• WasteWizard or comparable search widgets can be inserted into the Authority's outreach landing page and enable people to search on how to properly recycle or dispose of items. These tools can provide valuable data to guide developing targeted messaging around best practices for managing the most searched items. • Use smartphone apps to send out messaging regarding collection schedules, focused educational campaigns, special collections, etc. • It's vital to use data to verify results, such as reporting on web traffic visits to web pages and correlating what drove the increased engagement. For example, Hillsborough County, FL found that local TV news interviews greatly increased web traffic to recycling guidance vs paid advertising. • Continuously monitor and adopt emerging technology described in Section 12 above and the Task 9 White Paper, such as the use of cameras on collection vehicles to identify contamination at the source and automate notices to the perpetrating households. • Consider how the various technologies can complement each other and be further integrated into the communications and business infrastructure to provide a seamless user experience, useful data, and real-time feedback on operations.	High/Short-Term Adoption & Ongoing
Develop additional residential drop-off centers for hard-to-recycle and hazardous materials	• Utilize drop-off facilities to engage with the public via signage and outreach tabling events. • Use the sites to gather feedback from residents via in person surveys. • Use the sites to conduct media interviews as local news outlets prefer live action shots with visuals readily available to attract viewers.	High/Short-Term Adoption & Ongoing
Set clear, achievable milestones and develop uniform reporting	• You can't manage what you can't measure and therefore the Authority must work collaboratively with the ILA Members to develop key reporting metrics and to standardize the data being collected and reported over time. • Celebrate success when key goals are achieved or milestones occur such as when local businesses implement new recycling programs.	High/Short-Term Adoption & Ongoing
Leverage Future Authority Facilities as Outreach Hubs	• Consider incorporating educational centers, passive learning opportunities, and enhanced preservation of natural areas when planning to develop future facilities. • Utilizing public infrastructure to serve as an educational resource can further enhance public awareness and support for the role the facility plays in the community, with such facilities also being able to promote environmental stewardship through thoughtful design.	Low/Long-term Consideration

	• Living laboratories, interactive exhibits, wetlands, and trails are all examples of learning centers that have been successfully incorporated into waste management facilities, fostering environmental awareness and promoting sustainability. • The pursuit of LEED certification or similar green building certifications can help ensure optimal energy and water efficiency within the facility operation and highlight the use of waste reduction principles and recycled content within the construction process. • Educational signage and hosting public tours of the facilities can provide impactful learning opportunities for students and community groups. Both Pinellas County, FL and the Solid Waste Authority of Palm Beach County have robust public outreach programs that provide tours of their facilities. • Ensuring adequate buffers and protection of natural areas also helps to minimize disruption to adjacent properties.	
INNOVATIVE TECHNOLOGIES ADOPTION		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Adoption of a preference for autonomous processes and continuous improvement utilizing AI, blockchain, Web 3.0, and Internet of Things (IoT)	• Including appropriate focus in procurement policies and related requirements and execution plans.	High/Immediate Adoption
Management System which maximizes cross-platform compatibility and connectivity	• Data accessibility and Integration of all ILA Members (e.g., contracts, permits, costs, systems). • Platform-wide harmonized goals and metrics for success. • Uniform messages to/from all members and member platforms for solid waste services and specifications. • Reporting systems. • Uniform minimum service levels. • Customer communications. • Vendor communications. • Customer services. • Real time physical and cost measurement. • Real time feedback. • Billing platform interface. • Automated updated waste characterization. • All assets and supply chain players utilize the same tools which talk to each other.	High/Short-Term
Develop overarching Strategies for new technology implementation within Authority Control Familiarize the Authority and ILA Members with available choices for each prioritized technology component	• Analyze and develop list of most important system components with the biggest impacts to meet Authority goals and guiding principles. • Establish current performance baseline within Authority footprint, and potential impacts from utilization. • Provide analysis on how New Technologies will meet the goals of the Planning Framework. • Prioritize based on cost savings including CAPEX, system improvement magnitude, and increased management span capabilities for the Authority and ILA Members. • Explore functionality, cross connectivity, and cost options. • Include baseline Safety and data security requirements. • Procurement searches for qualified providers of the most important technologies with the appropriate guarantees with the lowest costs.	High/Short-Term
Establish robust Technology Needs Committee (TNC) from ILA Members to (among other functions, see below) research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation	• Establish authority of TNC. • Analyze and decide upon breadth of a baseline Enterprise-wide connected system: o Member Terminal, websites, and common APP platforms; and o Cell Phone Based Employee and customer system. • Adoption of supportive tools and systems (e.g., drones, GPS, apps, real time traffic reports, services disruption prediction) which support enterprise.	High/Short- to Medium-Term
Common network of tools	• Specific communication technologies – allow all ILA Members access to the same data at the same time – and the authority can continue to harmonize systems from that start point. • Enterprise system: o Member Terminal and common App platforms; o Cell Phone Based Employee and customer system; and o Adoption of supportive tools and systems (based on data security, compatibility, connectivity, uniformity, and transparency).	Medium/Medium-Term

ORGANICS MANAGEMENT STRATEGIES		
Recommended Element	**Strategies and Tactics**	**Priority/Time Frame**
Guidance to all ILA Member to specify clean yard trash separation requirements and delivery to either a specified public or private processing facility for processing.	• Organize a clean source separated yard trash stream for potential processing through initial minimum collection requirements for preferred mulching. • Establish go-forward committee for Organics implementation and timeline for actions.	High/Short-Term
Develop requirements and regulatory underpinnings for Yard Trash processing for commercial waste haulers, ILA Member projects where clean land debris is generated, homeowner associations, etc.	• Review Procurement practices and laws. • Review best practice regulatory structures in the state. • Develop Authority wide statutory requirements for clean yard trash and newly separated food waste programs and move towards adoption. • Develop model contract language for implementation including guidance of yard trash destinations for processing (public or private).	High/Short-Term
Develop Procurement Program to catalog qualifications, capabilities, technologies and specifications for private sector and public sector solutions which make the most economic sense while meeting goals of the Authority.	• Begin procurement research on organics recovery from solid waste through RFIs and RFQs. • Expand to processing options within or outside the County which include Authority Certification. • Begin qualification process for advanced food waste/clean organics processing options. • Begin procurement research on Biochar volume/mass reduction. • Begin procurement research on advanced mixed organics processing.	High/Short- to Medium-Term
Work with ILA Members and Authority committees on separated food waste options for collections; first, on a demonstration basis within participating jurisdictions, then more broadly.	• Research and present findings on successful case studies for both residential and commercial food waste programs, including costs, actual diversion outcomes and issues (i.e., loss of BTUs for WTE, container odor, vermin). • RFI on private provider food waste capabilities for collection (TBD with cooperation ILA Members utilizing a uniform approach) and processing capabilities leading to potential scoping of private services. • RFI on equipment provider technologies available and recovery guarantees leading to RFQ and potential equipment bundles should the Authority seek to build out this capacity.	Medium/Medium-Term

17.0 IMPLEMENTATION PLAN AND TIMELINE

This Master Plan serves as the strategic roadmap for the Authority to realize its goals, including developing an integrated and sustainable System that will enable the Authority to meet or exceed the State's 75% recycling goal.

17.1 RECOMMENDED TIMELINE

Achieving the 75% recycling goal will be challenging and will require the Authority to deliver countywide, reliable, and environmentally responsible solid waste services through phased implementation. Each phase pairs capital and operating needs with a funding mechanism that can effectively fund the system given the timeline and barriers to implementation. The Task 7 White Paper (attached as **Appendix Q**) details a preliminary implementation plan and timeline; and the Detailed Financial Plan (**Appendix R**) addresses the Authority's statutory obligations under the ILA and establishes the approach for funding regional solid waste management operations. The phased implementation framework is reflected in **Figure 15**, which illustrates the sequencing of Authority formation and long-term infrastructure development across the implementation phases.

Figure 15. Phased Implementation Framework Detailed Financial Plan



17.2 IMPLEMENTATION PLAN

Based on financial modeling, **Table 12** below presents the recommended cost per ton funding structure for FY 2027 through FY 2033 that will be applied to residential customers. The table presents the anticipated cost per ton and indicates the primary funding mechanism in each fiscal year as the Authority transitions from Phase 2 (tipping fee surcharge) to Phase 3 (non-ad valorem assessment). Specific assessment amounts will be determined through detailed assessment development studies and policy decisions by the Authority's Governing Board.

Table 12. Recommended Phase Implementation Plan

Fiscal Year	Cost per Ton	Funding Mechanism
FY 2027	--	Member Contribution
FY 2028	$ 2.22	Surcharge
FY 2029	$ 2.33	Surcharge
FY 2030	$ 2.52	Surcharge/Non-Ad Valorem Assessment
FY 2031	$ 2.72	Non-Ad Valorem Assessment
FY 2032	$ 2.94	Non-Ad Valorem Assessment
FY 2033	$ 3.17	Non-Ad Valorem Assessment

This fee schedule reflects a transition from tipping fee surcharges in Phase 2 (FY 2028-FY 2030) to non-ad valorem assessments beginning in Phase 3 (FY 2031 onward), with a one-year overlap period (FY 2030-FY 2031) allowing for gradual implementation and system testing. Annual revenue adjustments begin with moderate increases during the Phase 2 period (5.00% in FY 2029, 8.00% until FY 2033) to reach full cost recovery. Starting in FY 2034, the Authority is projected to require a minimum annual revenue adjustment of 1.50% to maintain financial stability. However, the Authority will adopt an annual revenue adjustment using the Producer Price Index for Solid Waste Collection (PPI-SW), Series ID: PCU562111562111 to escalate the Maximum Service Rates, which reflects industry-specific cost escalation for solid waste collection, reported on a non-seasonally adjusted basis.

These annual adjustments are intended to ensure revenues keep pace with inflation and rising operating costs. Based on the most recent 10-year historical trend, the PPI-SW has increased at an average annual rate of approximately 4.59%.

Table 13 presents the total projected contributions for each ILA member under Phase 1. The estimated amounts for each member are based on 2024 baseline population, with projections for FY 2026 and FY 2027 showing growth trajectories and corresponding financial obligations.

Table 13. Surcharge by Municipality

ILA Members	DATA YEAR			
	2026 Population	2026 Contribution	2027 Population	2027 Contribution
Broward Municipal Services District	17,233	$20,831	15,655	$18,458
Coconut Creek	57,702	$69,751	64,084	$75,559
Cooper City	35,024	$42,337	35,965	$42,405

ILA Members	DATA YEAR			
	2026 Population	2026 Contribution	2027 Population	2027 Contribution
Coral Springs	135,191	$163,420	135,156	$159,358
Dania Beach	33,746	$40,792	35,066	$41,345
Davie	107,410	$129,838	107,802	$127,106
Deerfield Beach	87,402	$105,652	98,758	$116,442
Fort Lauderdale	189,583	$229,170	194,442	$229,260
Hillsboro Beach	1,971	$2,383	2,288	$2,698
Hollywood	155,038	$187,411	153,274	$180,720
Lauderdale Lakes	36,659	$44,314	34,895	$41,144
Lauderdale-by-the-Sea	6,181	$7,472	6,729	$7,934
Lauderhill	74,751	$90,360	79,712	$93,986
Lazy Lake	33	$40	20	$24
Lighthouse Point	10,462	$12,647	10,666	$12,576
Margate	58,544	$70,768	58,858	$69,398
Miramar	139,500	$168,629	137,530	$162,157
North Lauderdale	44,853	$54,219	42,166	$49,717
Oakland Park	46,039	$55,652	46,515	$54,845
Parkland	38,342	$46,348	39,752	$46,871
Pembroke Park	6,105	$7,380	7,060	$8,324
Plantation	98,431	$118,984	103,767	$122,349
Sea Ranch Lakes	535	$647	289	$340
Southwest Ranches	7,796	$9,424	8,459	$9,974
Sunrise	97,899	$118,341	107,986	$127,323
Tamarac	73,130	$88,400	74,371	$87,688
West Park	15,218	$18,396	14,167	$16,704
Weston	68,249	$82,500	68,230	$80,448
Wilton Manors	11,495	$13,895	12,591	$14,845
TOTALS	**1,654,522**	**$2,000,000**	**1,696,255**	**$2,000,000**

In addition, during Phase 1, the Authority will prepare and issue solicitations to secure binding prices for yard trash and recyclable materials processing, and disposal (including waste-to-energy) fees (i.e., tipping fees) for each ton of waste received. For planning purposes, and to align with Article 24 of the Facilities Amendment, **Table 14** presents the established Maximum Service Charges.

Table 14. Materials Processing Maximum Service Charge

Material Type	Estimated Tipping Fee Cost Range [4] (per ton)
Recyclable Materials [1]	$110.00
Yard Trash (for Disposal)	$52.56
Yard Trash (for Beneficial Use)	$80.00
Solid Waste Disposal (Class I Waste) [2]	$57.49
Solid Waste Disposal (Class III Waste) [3]	$52.56

NOTES:

1. Does not reflect a cost offset based on the Average Market Value of the recyclable materials sold to market.

2. "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.
3. "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.
4. Maximum service charges as of October 1, 2025. These charges will escalate on an annual basis in accordance with the established annual revenue adjustment, at a maximum, that aligns with the PPI-SW, which reflects industry-specific cost escalation for solid waste collection, reported on a non-seasonally adjusted basis.

Through flow control and economies of scale, the Authority will secure binding competitive rates that are expected to be lower than those currently paid under existing contracts. The pricing achieved through a competitive procurement process is anticipated to serve as a cost offset against the rates currently paid by ILA members under their current collection agreements.

As the Authority matures and its operational framework becomes more established, it will also be necessary to align the collection agreements across ILA member municipalities. Currently, these agreements vary in structure and terms across the membership. Standardizing and harmonizing these agreements over time will be essential to ensuring consistent service delivery, equitable cost allocation, and the administrative efficiency required to manage the Authority as a unified entity.

This implementation plan will provide the Authority with a clear roadmap to fulfill its mission of developing and implementing a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan for waste disposal, reduction, recycling, and reuse in Broward County.

Phase 2 marks the transition from system planning into active operational control, supported by a two-year surcharge through flow control for ILA member communities. There may be an overlap period or an extension of Phase 2 surcharges depending on when the non-ad valorem assessment is developed. This surcharge will support operations and allow for reserves for future funding of facilities/programs needed to continue advancing towards meeting the 75% recycling and diversion goals. During this phase, the Authority begins managing key functions such as contracted processing disposal and further development and operations of the drop-off sites. These costs scale directly with volume of waste delivered, and tonnage-based fees ensure that each ton generated will bear the cost of the burden they place on the system.

In Phase 2, residential and non-residential properties will pay a surcharge based on actual tons delivered to designated processing and/or disposal facilities. Therefore, costs are allocated in direct proportion to waste generation. Because the surcharge is applied at the point of processing and disposal and tied to measured tonnage, residents and non-residents pay only for the material they contribute to the system. This approach promotes fairness across the system by preventing cross-subsidization between residential and commercial customers (or low and high generating areas) and ensuring that each community's financial responsibility reflects its own disposal activity.

Although surcharge calculations are based on projected systemwide tonnage, the financial model does not assume that 100% of the waste generated within ILA communities will be captured by a scale at a receiving facility for processing or disposal. For the purpose of estimating the Authority-controlled waste tonnage over the planning horizon, the financial analysis relies on the 2023 Solid

Waste Management Report published by FDEP and the underlying data. The 2023 FDEP Solid Waste Management Report indicates that approximately 4.9 million tons of waste are collected in Broward County, which is projected to increase to an estimated 5.5 million tons in FY 2028, the first year of Phase 2. Of the total tonnage in FY 2028, approximately 956,000 tons are attributed to non-ILA cities. Accordingly, for planning purposes, the model assumes that approximately 4.6 million tons are attributed to ILA members and would be subject to a surcharge in FY 2028. However, it is recognized that not all waste generated within the County will be received at surcharge-eligible facilities. This portion of the waste stream is reflected as "non-certified tons" in the 2023 FDEP Solid Waste Management Report and it represents approximately 10% of the waste stream. Examples of "non-certified tons" include materials that are backhauled from a retail operation to a regional distribution center outside of Broward County, material used as lakefill, yard trash used for daily cover, etc. Therefore, the model assumes that approximately 4.1 million tons (4.6 million less the 10% assumed for non-certified tons) would be applicable to a surcharge in FY 2028. This assumption provides a realistic basis for projecting revenue for FY 2028 and thereafter. If the Authority captures more than 90% of the inbound tonnage, the Authority would realize additional revenue, reducing the need for higher surcharge rates over time. It is, in part, for this reason that it is recommended that the Authority conduct an annual review of facility rates, service charges, and other pricing provisions as part of the Authority's financial planning and budgeting process, as detailed further in Section 7.3.

In Phase 3, the Authority will implement a special assessment that assigns costs to parcels based on waste generation characteristics associated with their specific property use. This approach recognizes that different types of parcels, such as single-family homes, multifamily complexes, commercial retail, and restaurants, generate waste at very different rates. Parcels that generate more waste, or require higher-capacity disposal infrastructure, contribute more toward the system's long-term capital and operational needs than parcels that produce smaller, more predictable waste streams.

This special assessment structure is particularly applicable in Phase 3 because the primary goals are the operation of existing programs and drop-off sites, and potential construction, commissioning, and operation of other disposal-related facilities. As mentioned, this may consist of transfer stations, recycling processing centers, organics infrastructure, or improvement in long-term disposal capacity.

These assets protect the entire region's ability to dispose of waste reliably, respond to growth, and meet environmental standards. Because these facilities provide a direct and essential service to all property types and therefore require substantial, long-lived capital investment, the special assessment ensures that the financial responsibility for constructing and operating them is distributed based on each parcel's expected impact on the waste system. This method also offers a stable and predictable revenue source, which is critical for debt financing, reserve funding, and asset lifecycle management as the Authority builds its permanent infrastructure.

In addition to routine financial monitoring, and in accordance with Article 24 of the Facilities Amendment, the Authority will conduct an annual review of facility rates, service charges, and other pricing provisions as part of the Authority's financial planning and budgeting process. The annual review will evaluate operating costs, capital funding needs, tonnage trends, reserve levels, and other financial indicators to determine whether adjustments to tipping fees, service charges, or other pricing elements may be necessary to maintain financial sustainability and compliance with the Authority's financial policies.

At least once every five (5) years, the Authority will retain a qualified independent expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a comprehensive rate and fee study. This analysis will evaluate the Authority's pricing structure relative to cost of services, and will include benchmarking of tipping fees, processing costs, reserve practices, and other relevant indicators.

The results of the study will be presented to the Authority and may be used to inform, support, or evaluate potential amendments to the Master Plan, Financial Plan, or service agreements, including adjustments to tipping fees, service charges, Maximum Service Charges, or other pricing provisions. These periodic studies will complement the Authority's annual rate review process and ensure that rates remain financially sustainable and aligned with the Authority's long-term operational and capital funding requirements.

Adoption of the recommended financial policies, including the phased revenue structure, annual rate reviews, reserve management policies, capital planning, and revenue diversification strategies, will position the Authority for long-term success and stakeholder confidence while establishing financial safeguards that protect the Authority's operational stability and credit quality.

This implementation plan provides the Authority with a clear roadmap to fulfill its mission of developing and implementing a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan for waste disposal, reduction, recycling, and reuse in Broward County. The financial framework presented in this memorandum supports the Authority's statutory obligations under the Interlocal Agreement, addresses the financial requirements of member jurisdictions, and establishes the fiscal foundation necessary to achieve the region's waste diversion and sustainability goals. Regular updates to the financial projections and proactive financial management will ensure that the Authority maintains financial health, delivers value to its member jurisdictions and the community, and advances toward a more sustainable future for solid waste management in Broward County.

Let’s Get to Yes!

Presented by Sam May,
Interim Executive Director of the SWA



browardswa.org
browardrecycles.org

Plan smart. **Recycle** more. **Waste** less.



Now is the time for action

- We are in a solid waste crisis
- Current fragmented system = higher costs and less control
- This is a once-in-a-generation opportunity to fix it together

If we don’t act now, the market will decide for us.

Why is change necessary?

- Overreliance on landfills and waste-to-energy (WTE)
- Limited capacity = rising costs
- Cities negotiating alone = less leverage, more risk
- Long-term economic impact if we stay fragmented
- Our recycling rate is low and continuing to decrease
- We can extract value from our waste stream by recovering materials that can be reused locally

Doing nothing is the most expensive option.

Strength in Unity

- Combined buying power = lower, stable pricing
- “Most favored nation” pricing for all members
- Protection from market spikes
- Long-term control of our financial future

Unity is our strongest cost-control strategy.

Big Impact.
Minimal Cost.

- Average home impact $0.24/month
- Decreased dependency on landfilling and WTE
- Long-term cost stability
- Continuous recycling education programs
- Convenient recycling drop-off locations
- Make it easier for everyone to recycle
- Cleaner, healthier communities

Funding the Authority

This is about stability – not new cost.

Today:

- Each city negotiates its own rates
- Costs subject to market volatility
- Unable to control or mitigate future costs

Future:

- FY 27: Member Contribution (comparable to 2026)
- FY 28 to FY30: Surcharge $2.22 to $2.52/ton
- FY 31 to FY 33: Non-Ad Valorem Assessment $2.72 to $3.17/ton



Single-family home



1.3 tons/year
estimated tons/year per single-family home

X



$2.22/ton
surcharge per ton in FY 2028

=



$2.89/year ($0.24/month)

What do you get?

- Lower processing and disposal costs
- Market protection over the long-term
- Eight new drop-off centers
- Expanded programs (food, yard, and bulk waste)
- Public education campaign

AND…

- **You maintain control of collection and your solid waste management destiny**

A few dollars today protects millions in long-term costs.

The Decision

- **Option 1:** Staying fragmented means higher costs, less control, environmentally dangerous

- **Option 2:** Joining together means lower costs, long-term stability, taking care of our environment

Vote YES! to help solve our solid waste crisis.

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 Inter-local Agreement. The Master Plan also stands as a recognition that there were some important lessons learned after the expiration of the prior Resource Recovery System, most importantly, the benefits to working together rather competing against each other.

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, manage the variability of market conditions, coordinate investments in new infrastructure, harmonize policies, and speak with a unified voice when facing statewide and national policy challenges including preemption and circularity.

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, limited public land, the rising cost of disposal, community interest in environmental impacts, and an urgent need to reduce greenhouse gas emissions all compel us to act decisively. Landfill space is finite, and disrupting the status quo is required to meet the needs of 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 protection** 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 impact 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,

Samuel A. May

Executive Director, Solid Waste and Recyclable Materials Processing Authority of Broward County



SOLID WASTE 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



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 currently in Broward County.

Who We Are

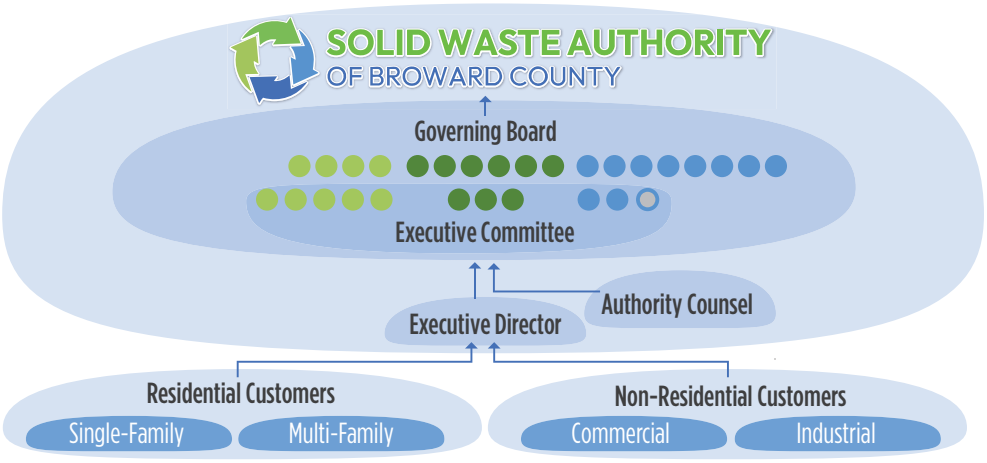
Through an Inter-local Agreement (ILA), the Authority is comprised of Broward County and 28 of the 31 municipalities, and is represented with 29 Governing Board seats and 11 Executive Committee members.

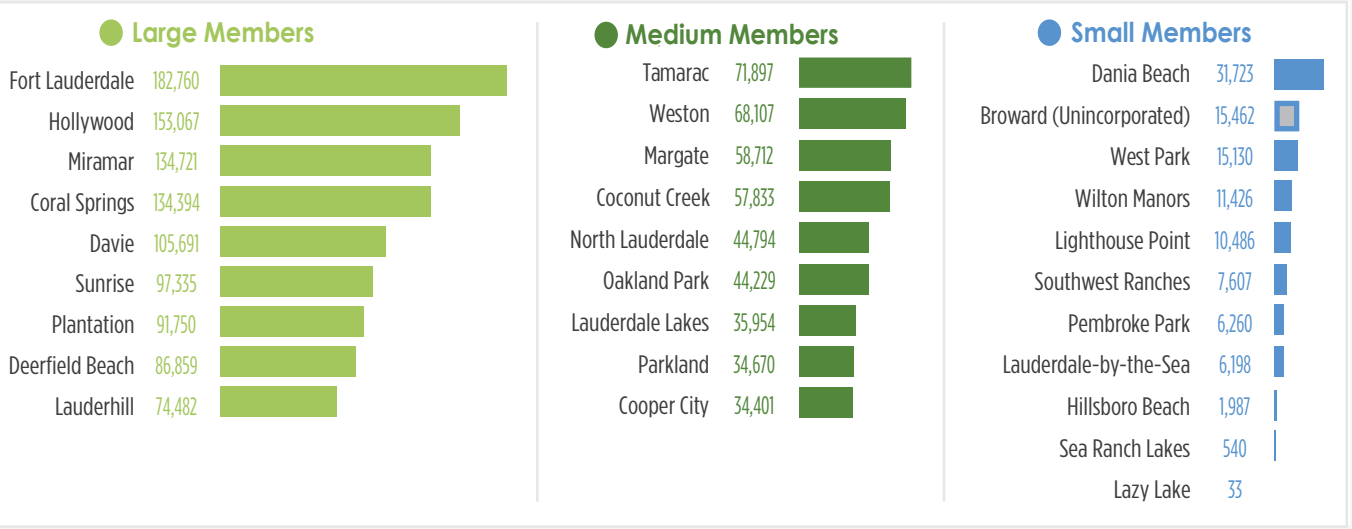
Broward County SWA | Governance Structure Overview

29 Governing Board Representatives

11 Executive Committee Representatives on the Governing Board

29 ILA Members



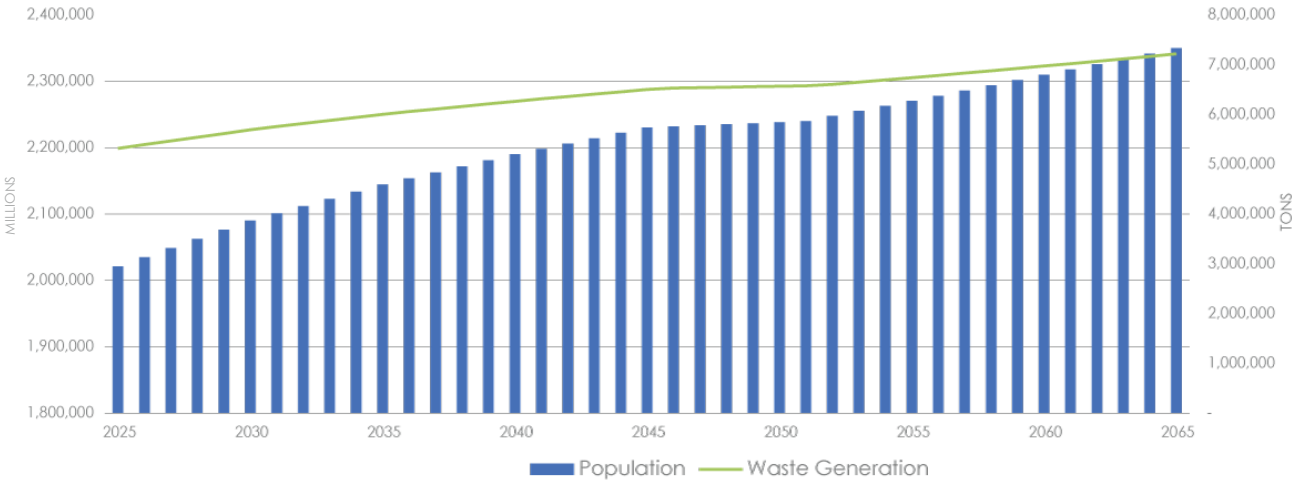


NOTE: The population estimates are based on the 2023 Broward County and Municipal Population Forecast and Allocation Model, published by the Broward County Planning and Development Management Division.

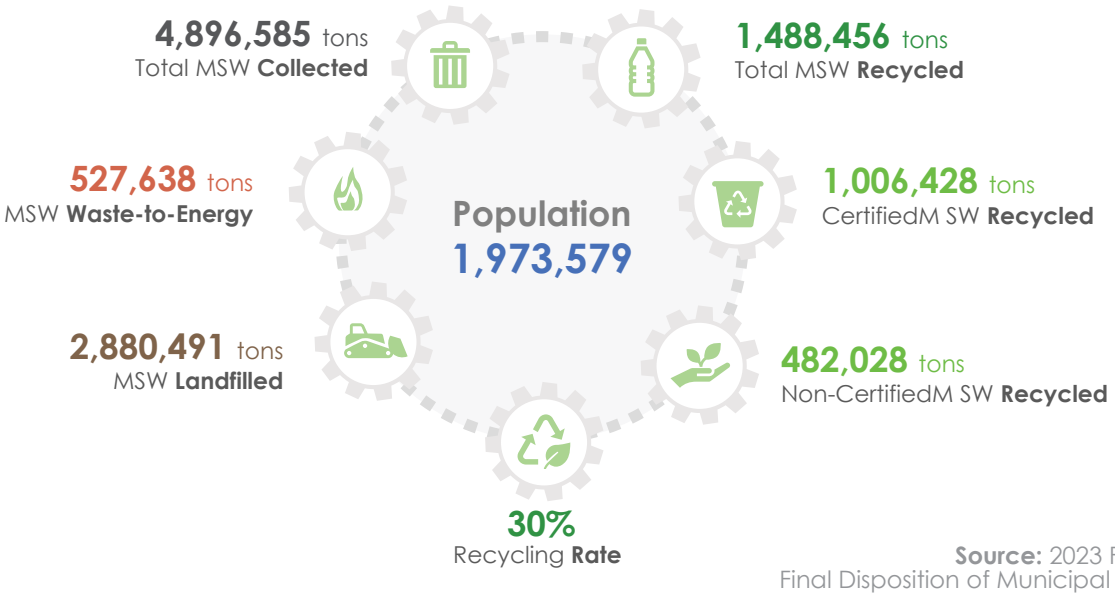
Population & Waste Generation

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 direct relationship 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)

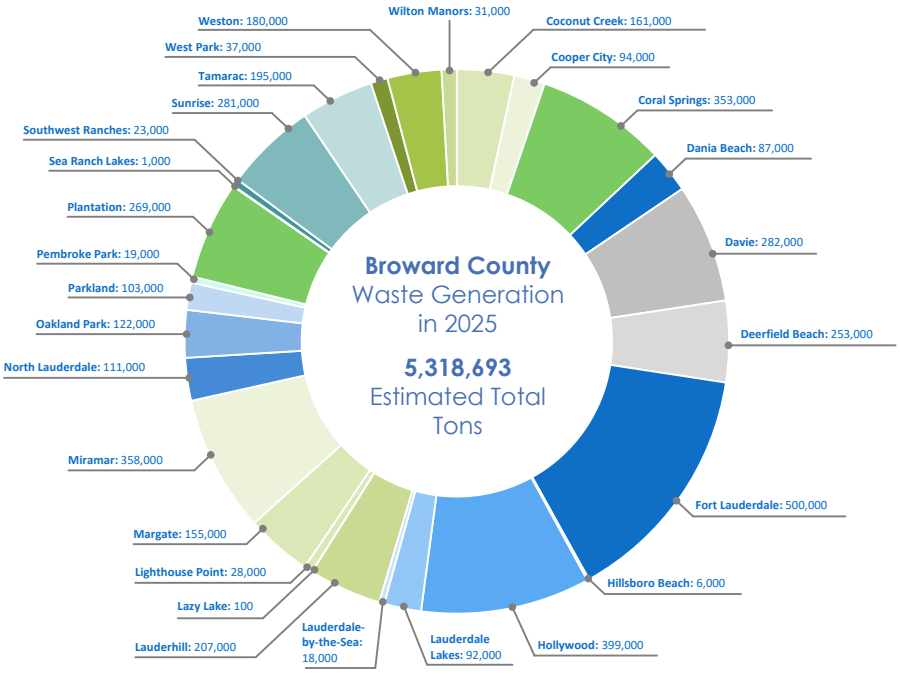


Source: 2023 FDEP Report
Final Disposition of Municipal Solid Waste

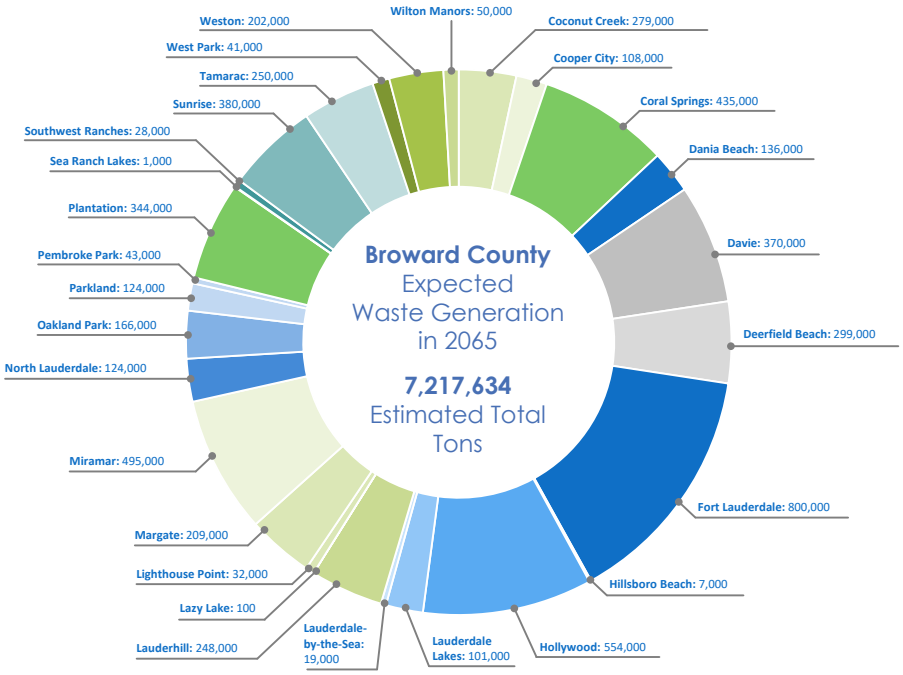
Population & Waste Generation

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



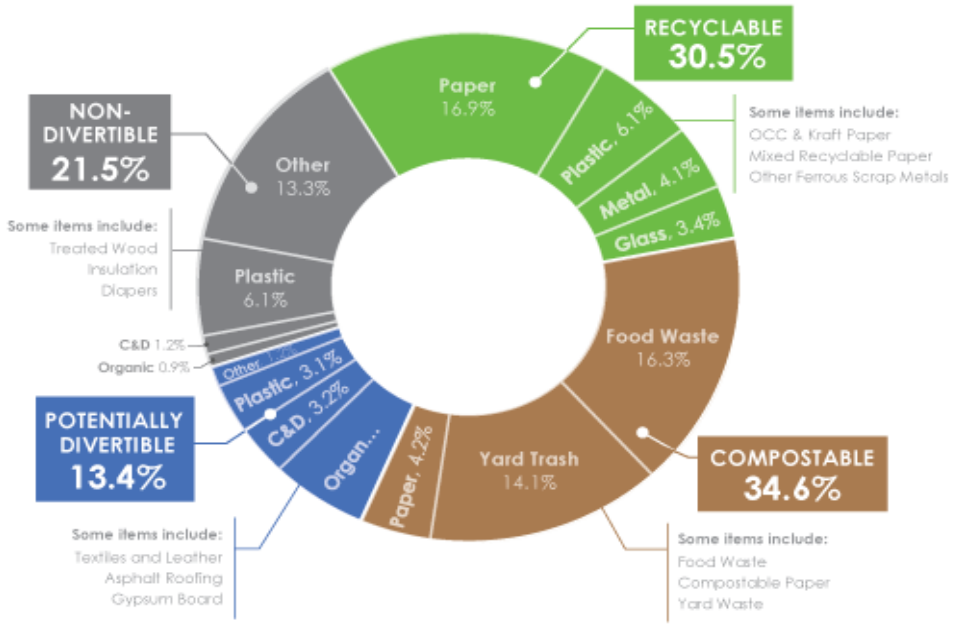
Expected Waste Generation in 2065



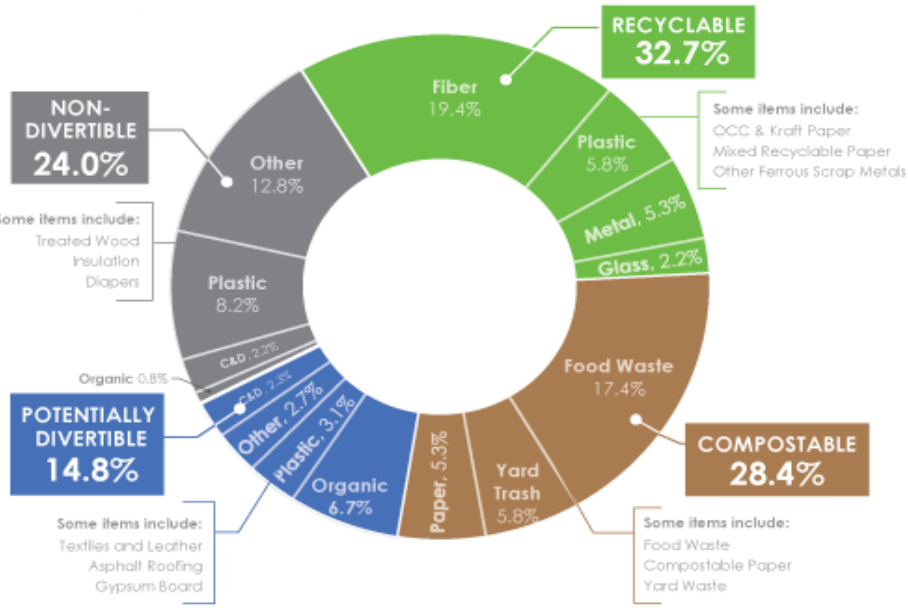
Solid Waste Classification by Material

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 programing, 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



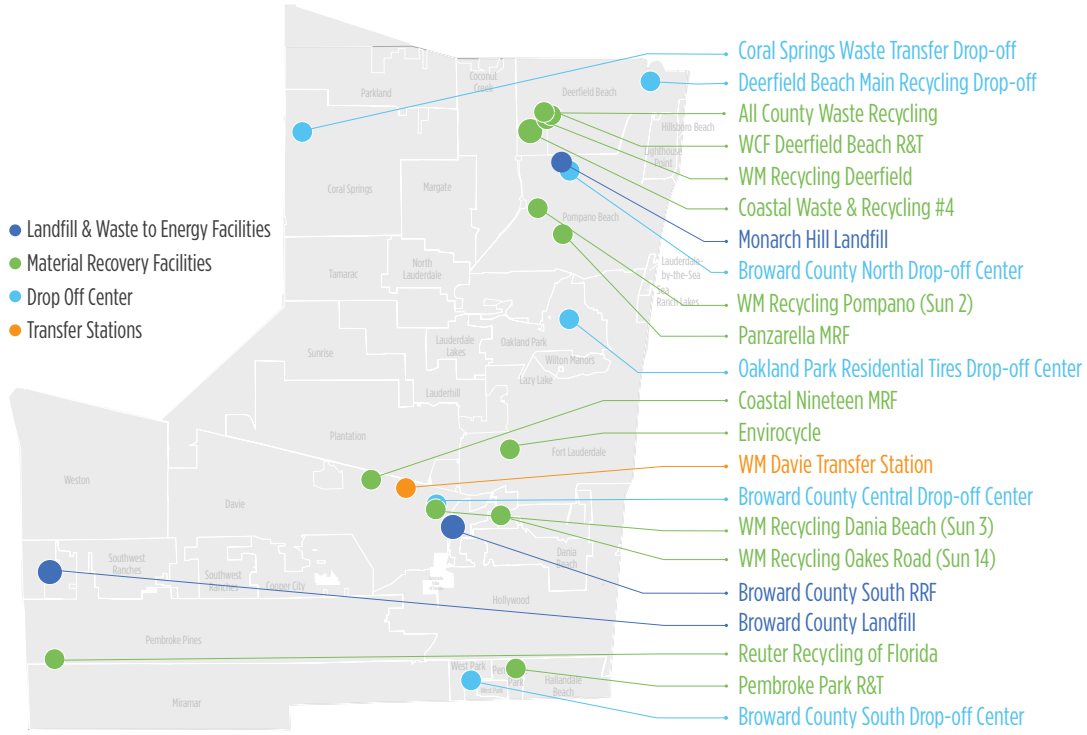
Commercial





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 Class I Waste 2 Class III Waste 3 C&D 4 White Goods 5 Yard Trash 6 Clean Debris 7 Recyclable Materials 8 HHW/E-Waste/Tires/Food Waste/Organics

	1	2	3	4	5	6	7	8
Coral Springs Waste Transfer Drop-off				●	●		●	●
Deerfield Beach Main Recycling Drop-off								●
All County Waste Recycling			●	●	●		●	
WCF Deerfield Beach R&T	●	●	●		●	●	●	
WM Recycling Deerfield	●	●	●					
Coastal Waste & Recycling #4		●	●		●	●	●	
Monarch Hill Landfill	●		●	●				
Broward County North Drop-off Center				●	●			●
WM Recycling Pompano (Sun 2)		●	●		●	●	●	
Panzarella MRF		●	●		●	●	●	
Oakland Park Residential Tires Drop-off Center								

	1	2	3	4	5	6	7	8
Coastal Nineteen MRF		●	●		●	●	●	
Envirocycle			●				●	
WM Davie Transfer Station	●						●	
Broward County Central Drop-off Center				●	●			●
WM Recycling Dania Beach (Sun 3)			●		●	●		
WM Recycling Oakes Road (Sun 14)		●	●		●			
South Broward Resource Recovery Facility	●		●		●			
Broward County Landfill		●						
Reuter Recycling of Florida	●	●	●		●			
Pembroke Park R&T	●						●	
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 to reflect the importance of collaboration, leveraging innovation, and shared investment to achieve long-term stability, 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.

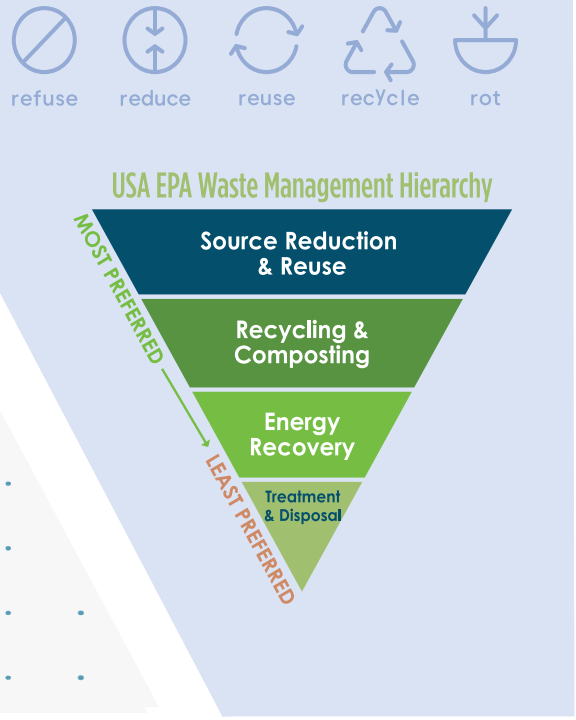
01 40-year planning horizon

02 Maximize use of existing infrastructure

03 Enact annual assessment to recover the full cost of services

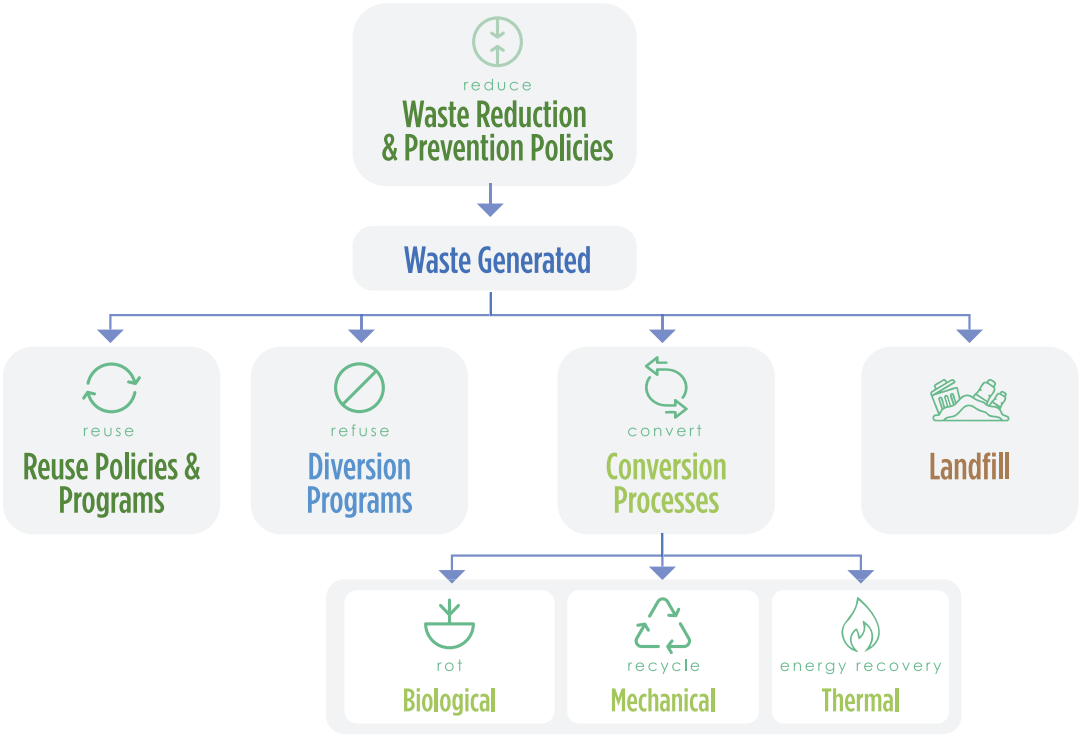
04 Apply reasonable buffers from residential properties

05 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 which 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 quality 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. Any new facilities identified in Scenario A are envisioned to be developed to meet an emerging need over the next 20 to 40 years, and are essential to increase recycling from the current 39% to a projected rate of 62%.

		Scenario A
Projected Diversion Rate	62%	
Tons Left to Send to Landfill in 2045	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)

- 3 Transfer Stations (North, South, Central Broward County)
- 1 Landfill/Long-term Disposal
- 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 (30,000 TPY)
- 8 Permanent Drop-Off Centers (2,400 TPY each)
- 2 C&D Recovery Facilities (450,000 TPY each)

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 communities, engage the residents, businesses, and visitors.



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** 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.



Funding the Authority: A Phased Path to Financial Sustainability

The Authority is committed to establishing a fair and affordable funding plan. Funding will be used to implement the Master Plan to responsibly process and dispose of solid waste across the Authority's 29 member jurisdictions. The funding plan keeps costs low for a single-family homeowner (less than $5 per year) without sacrificing impact. Success is defined by:

1. Decreasing our dependency on landfilling and waste-to-energy
2. Securing the lowest price for solid waste processing and disposal for member communities
3. Stabilizing long-term solid waste processing and disposal rates
4. Making it easier and more convenient for everyone to recycle regardless of where they live or work
5. Continuous education and outreach to support behavior change for residents, businesses, and visitors
6. Raising our countywide recycling rate from 39% to the state's goal of 75%
7. Extracting value from our waste stream by recovering materials that can be reused locally

The financial plan is based on the following **three-phase funding approach.**

PHASE 1 Formation & Planning FY 2027	PHASE 2 Tipping Fee Surcharges FY 2028 - FY 2029	PHASE 3 Non-Ad Valorem Assessment FY 2031 - FY 2046
• Population-based contributions from ILA members • Stand up governance, education & outreach, and drop-off center planning • Procure processing, disposal, and development services	• Tonnage-based surcharge at regional processing and disposal facilities • Usage-based fairness • Scales quickly as Authority assumes operations	• Small assessment on annual tax bill • Predictable, stable, and supports debt financing, if needed • Allocated by property type (i.e., residential or commercial) and waste generation

Phase 1: FY 2027 Member Contribution

City pays contribution (based on your city's population) Comparable to FY 2026

Phase 1: FY 2028 to 2030 Tipping Fee Surcharge

In FY 20288, the $2.22 per ton surcharge is added to the collection rate paid by the hauler (i.e. pass through cost) → Recycling, yard waste and solid waste are collected → Truck gets to scale (i.e., 10 tons @ $2.22/T = $22.20) → Receiving facility collects tipping fee plus $22.20 surcharge from hauler (i.e., pass through cost) → Receiving facility passes $22.20 to SWA

Phase 3: FY 2031 to FY 2046 Non-Ad Valorem Assessment

Recycling, yard waste and solid waste are collected → SWA assessment on tax bill estimated @ $2.72/T → Assessment goes straight to SWA

What This Means for Families in FY 2028:
Unified Solid Waste Management for Less Than a Cup of Coffee

Single-family home

1.3 tons/year
estimated tons/year single-family home

X

$2.22/ton
surcharge per ton in FY 2028

=

$2.89/year

For $0.24 per month, here are the benefits:

- Leveraging economies of scale to secure the lowest possible processing and disposal costs
- Achieving long-term stable and predictable costs for recycling, yard waste, and disposal
- Managing our waste responsibly to help ensure our city stays clean and healthy
- Ongoing education and public outreach on how to recycle right and waste less
- Access to eight drop-off centers conveniently located in Broward County

Why Staying with the Authority Makes Financial Sense

Today

- Processing and disposal fees are typically bundled into your collection agreement
- Homeowners typically pay for all waste services as ONE bill
- Every ILA member pays a negotiated rate based on their own tonnage — without leveraging flow control or economies of scale

With the SWA

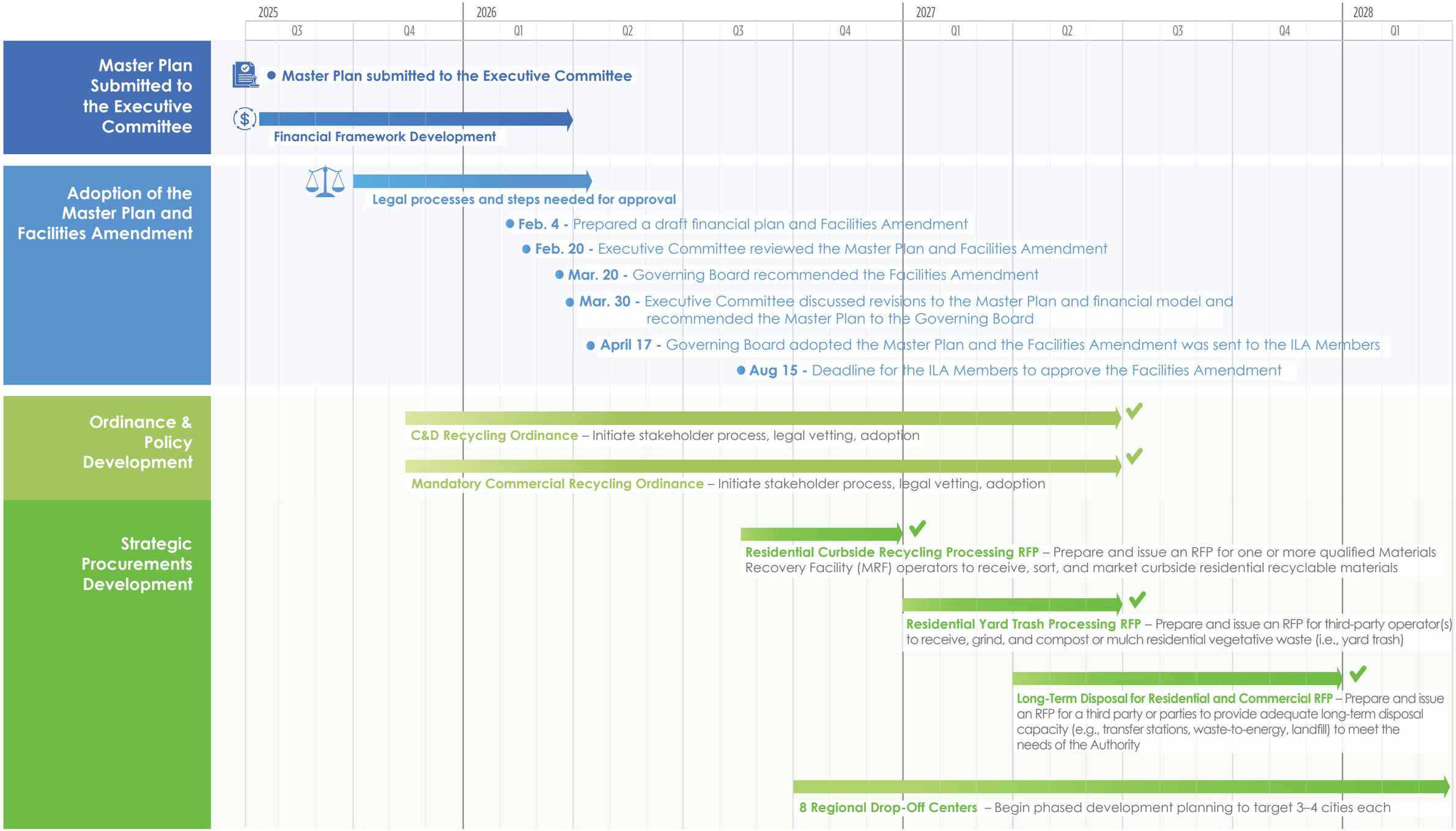
- The Authority secures binding, competitive rates on behalf of all ILA members
- Economies of scale and flow control produce lower, more stable long-term rates than any member can secure independently
- A phased, transparent revenue plan — member contribution → surcharge → assessment — keeps rate impacts gradual and predictable

As part of the Authority's operational role starting in Phase 1, the Authority will prepare and issue solicitations to secure binding prices for yard trash and recyclable materials processing, and disposal (including waste-to-energy) fees (i.e., tipping fees) for each ton of waste processed or disposed that leverage the economies of scale achieved through flow control. For planning purposes and to provide greater cost control and transparency, the ILA, as amended, provides the following initial Maximum Service Charges for processing and disposal:

Material Type	Estimated Tipping Fee Cost Range (per ton)
Recyclable Materials	$110.00
Yard Trash (for Disposal)	$52.56
Yard Trash (for Beneficial Use)	$80.00
Solid Waste Disposal (Class I Waste)	$57.49
Solid Waste Disposal (Class III Waste)	$52.56

Next Steps for the Master Plan | Key Actions Timeline Q3 2025 – Q1 2028

The following near-term next steps include, developing and adopting key policies and ordinances, securing flow control, and developing solicitations to uniformly manage and beneficially use valuable portions of the waste stream.



TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2609

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2609 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City of Tamarac Land Development Code by amending Article 3, "Use Regulations," by amending Section 10-3.2, entitled "Table of Allowed Uses" Section (H) entitled "Table 10-3.1: Allowed Uses" to add "Certified Recovery Residences" as a use type within the residential, group living category ; and creating Section 10-3.6, entitled "Requests for Accommodation," to provide for a reasonable accommodation process consistent with Section 397.487(15)(a), Florida Statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
1-_Memo_2609_CRR_Text_Amendment.docx
2-TO2609_CRR_Text_Amendment.docx
SB 954.pdf
Â§397.487(15)(a).pdf
BIE TO2609.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-09-04M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Kent Walia,
Community Development Director

DATE: April 1, 2026

RE: Text Amendment to Chapter 10, Land Development Code by amending Article 3, "Use Regulations," by amending Section 10-3.2, entitled "Table of Allowed Uses" section (H) entitled "Table 10-3.1: Allowed Uses" to add "Certified Recovery Residences" as a use type within the Residential, Group Living category ; and creating Section 10-3.6, entitled "Requests for Accommodation," to provide for a reasonable accommodation process consistent with Section 397.487(15)(a), Florida Statutes - (**Temp. Ordinance No. 2609**)

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed text amendment to Chapter 10 of the City's Land Development Code (LDC), Article 3, "Use Regulations," by amending Section 10-3.2, entitled "Table of Allowed Uses" section (H) entitled "Table 10-3.1: Allowed Uses" to add "Certified Recovery Residences" as a use type within the Residential, Group Living category ; and creating Section 10-3.6, entitled "Requests for Accommodation," to provide for a reasonable accommodation process consistent with Section 397.487(15)(a), on First Reading at its May 13, 2026 meeting and on Second Reading at its May 27, 2026 meeting.

ISSUE: Senate Bill 954, effective July 1, 2025, requires municipalities to adopt procedures for the review and approval of Certified Recovery Residences (CRRs). Specifically, Florida Statute § 397.487 (15)(a) states that "*By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence*." Currently, the LDC does not contain a formal reasonable accommodation process applicable to CRRs. The proposed ordinance establishes that process to ensure compliance with § 397.487(15)(a), of the Florida Statutes, and applicable federal housing laws.

BACKGROUND: CRRs provide drug free housing and support services to individuals recovering from substance use disorders (e.g., drug, alcohol, etc.). State law classifies CRRs as non-transient residential uses and requires that they be allowed in zoning districts where residential or dwelling uses are permitted, subject to reasonable accommodation.

The Fair Housing Amendments Act (FHAA) and the Americans with Disabilities Act (ADA) protect individuals in recovery as persons with disabilities. When necessary to provide equal opportunity to use and enjoy housing, local governments must provide reasonable accommodation from otherwise applicable land development regulations.

A reasonable accommodation is a case-specific modification or exception to the application of zoning or land development regulations when necessary to afford persons with disabilities an equal opportunity to use and enjoy housing. An "accommodation" must be necessary to provide equal housing opportunity; and reasonable in that it does not impose an undue financial or administrative burden on the City or fundamentally alter the City's zoning framework.

Senate Bill 954 requires local governments to establish a clear administrative procedure for receiving and deciding accommodation requests while protecting confidentiality of disability-related information and ensuring timely determinations.

Although Section 397.487, Florida Statutes, titled "Voluntary certification of recovery residences," makes certification optional for the operator, municipalities remain subject to federal disability housing laws. FHAA, 42 U.S.C. §3604(f)(3)(B), and Title II of ADA, 42 U.S.C. §§12131–12165, require local governments to provide reasonable accommodation in housing-related regulations. Accordingly, the statute does not mandate participation in the certification program but establishes a uniform local review procedure to administer these federally required protections once a residence seeks recognition under the law.

Based on staff's review of the Florida Association of Recovery Residences (FARR) database, the City of Tamarac currently has no Certified Recovery Residences (CRRs) within its municipal boundaries. FARR is the State of Florida's recognized certifying body for recovery residences pursuant to Section 397.487, Florida Statutes. The organization establishes and enforces standards for the operation, management, and ethical conduct of recovery residences, conducts compliance monitoring, and maintains a publicly accessible registry of certified facilities. While certification through FARR is voluntary for operators, it serves as the primary mechanism in Florida for ensuring adherence to nationally recognized recovery housing standards and for distinguishing compliant, peer-reviewed residences from uncertified operations.

ANALYSIS: The proposed ordinance creates Section 10-3.6, "Requests for Accommodation," establishing a uniform administrative process applicable to CRRs.
The amendment:

- Establishes standards for review consistent with the FHAA and the ADA
- Allows requests to be orally initiated and submitted in writing and requires no application fee
- Requires City assistance as necessary to ensure accessibility of the process
- Assigns decision-making authority to the City Manager or designee
- Requires a written determination within sixty (60) days of a completed application, with deemed approval if no action is taken by staff within the required timeframe unless extended by agreement
- Provides a process for requesting additional information and abandonment of incomplete applications
- Establishes an appeal process of administrative reviews to the Planning Board and if further appealed, to the City Commission
- Protects confidentiality of disability-related medical information to the extent permitted by law

- Provides expiration, annual recertification, and revocation provisions tied to continued compliance and required certification

These provisions implement state law requirements while maintaining a consistent administrative framework and protecting federally recognized housing rights.

To the extent an application or supporting documentation includes the location or address of a Certified Recovery Residence, such information shall be maintained and disclosed only in accordance with applicable federal and state law, including the Fair Housing Act, the Americans with Disabilities Act, and Chapter 119, Florida Statutes, and shall be exempt from public disclosure to the extent permitted by law.

Review Standards for Text Amendment: Pursuant to LDC **Section 10-5.4(D)(3)**; the City Commission shall consider and weigh the relevance of and consider whether and the extent to which the proposed amendment satisfies the following criteria:

(a) Is consistent with the Comprehensive Plan;
The amendment supports the Housing Element by ensuring equal housing opportunity and facilitating supportive housing options. It also advances the Future Land Use Element (FLUE) policies by promoting inclusive residential neighborhoods and compliance with state and federal housing regulations. The amendment does not alter density or intensity allowances but establishes a procedural framework required by state law. The amendment is consistent with the following Comprehensive Plan Policies below:

- Housing Element Policy 4.1 "*The Community Development Department shall periodically review the Tamarac Land Development Code to identify and recommend revisions needed to accommodate group homes and foster care facilities licensed by the State of Florida*."
- Housing Element Policy 4.2 "*The City shall ensure compliance with state and federal requirements in providing adequate housing options for vulnerable and special needs populations, including individuals with disabilities, the homeless, group home residents, very-low income earners, seasonal workers, the elderly, and individuals transitioning from institutional settings for mental or health care*."

(b) Conflicts with any other provisions of this Code or the Tamarac City Code
The amendment does not conflict with other provisions of the Code. Instead, it creates a uniform administrative process applicable citywide and clarifies how reasonable accommodation requests are reviewed. The amendment supplements existing regulations without modifying zoning district standards, dimensional requirements, or use permissions.

(c) Is required by changed conditions
The amendment is required due to the adoption of Senate Bill 954 (2025), which mandates municipalities establish procedures for review and approval of CRRs by January 1, 2026, in accordance § 397.487 (15)(a). The amendment ensures the City's LDC complies with current Florida Statutes and federal fair housing requirements.

(d) Addresses a demonstrated community need
Recovery housing is a recognized component of the substance abuse treatment

continuum. The amendment establishes predictable procedures for housing providers and residents while ensuring appropriate review standards. The amendment provides clarity to applicants, residents, and the City and reduces the potential for inconsistent regulatory decisions.

(e) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City
CRRs are classified by state law as residential uses. The amendment does not expand where residential uses are permitted but establishes how accommodation is evaluated. By applying a standardized review process and conditions of approval, the amendment improves compatibility among residential uses and surrounding neighborhoods.

(f) Would result in a logical and orderly development pattern.
The amendment does not authorize development or alter land use patterns. Instead, it establishes an administrative process that governs an existing legally protected residential use. This procedural amendment provides clarity and develops predictable administration of the Code and orderly implementation of housing regulations.

(g) Would avoid significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment
The amendment is procedural and regulatory in nature and does not permit construction, increase density, or modify development standards. Therefore, it will not create adverse impacts to water, air, noise, stormwater, wildlife, vegetation, wetlands, or other environmental resources.

CONCLUSION: This item supports Goal #1 "Tamarac is Home: Inclusive and Equitable" of the City's Strategic Plan by promoting equitable access to housing and ensuring the City's LDC is consistent with state and federal law. Accordingly, the Director of Community Development recommends that the Planning Board forward a favorable recommendation of approval to the City Commission for the proposed text amendment creating LDC Section 10-3.6, "Requests for Accommodation," establishing procedures for Certified Recovery Residences where residential uses or units are allowed subject to reasonable accommodation, on First Reading at its May 13, 2026 meeting and on Second Reading at its May 27, 2026 meeting.

FISCAL IMPACT: An application intake fee of $200 will be assessed by the Community Development Department for processing requests for accommodation, consistent with fees currently charged for staff-level reviews, including zoning verification letters. In addition, Certified Recovery Residences shall be required to obtain a Business Tax Receipt (BTR), and the City will receive nominal revenue consistent with the fee schedule established in Section 12-39 of the City of Tamarac Code of Ordinances, which shall be consistent with the fees currently assessed to Community Residential Homes, specifically $601.26 for Type 1 (six or fewer residents) and $702.75 for Type 2 (seven to fourteen residents).

INTERVENING ACTION: At its April 1, 2026, meeting, the Planning Board voted 5-0 to forward a favorable recommendation for the proposed text amendment to Chapter 10, Land

Development Code, by creating Section 10-3.6 "Requests for Accommodation" to establish procedures for Certified Recovery Residences in zoning districts where residential or dwelling uses are permitted, subject to reasonable accommodation. on First Reading at its May 13, 2026 meeting and on Second Reading at its May 27, 2026 meeting.

Kent Walia,
Director of Community Development

Attachments: Temporary Ordinance No. 2609
Senate Bill 954 (2025)
§ 397.487 (15)(a)
Business Impact Estimate (BIE)

KW/MM

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF TAMARAC LAND DEVELOPMENT CODE BY AMENDING ARTICLE 3, "USE REGULATIONS," BY AMENDING SECTION 10-3.2, ENTITLED "TABLE OF ALLOWED USES" SECTION (H) ENTITLED "TABLE 10-3.1: ALLOWED USES" TO ADD "CERTIFIED RECOVERY RESIDENCES" AS A USE TYPE WITHIN THE RESIDENTIAL, GROUP LIVING CATEGORY ; AND CREATING SECTION 10-3.6, ENTITLED "REQUESTS FOR ACCOMMODATION," TO PROVIDE FOR A REASONABLE ACCOMMODATION PROCESS CONSISTENT WITH SECTION 397.487(15)(a), FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

_____

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, confer broad home rule authority upon municipalities to adopt ordinances necessary to promote the health, safety, and welfare of their citizens; and

WHEREAS, Article IV, Section 4.07 of the City Charter of the City of Tamarac empowers the City to adopt, amend, or repeal ordinances and resolutions as may be required for the proper governing of the City; and

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which functions as the governing document defining the regulation and management of land uses within the municipality; and

WHEREAS, the City has duly established land development regulations contained in the Land Development Code, Chapter 10 of the City of Tamarac Code of Ordinances; and

WHEREAS, on July 1, 2025, the Florida Legislature enacted Senate Bill 954, codified in part in Section 397.487(15)(a), Florida Statutes, requiring all counties and municipalities to adopt ordinances by January 1, 2026, establishing procedures for the review and approval of Certified Recovery Residences (CRRs) within their jurisdictions; and

WHEREAS, Section 397.487, Florida Statutes, establishes the voluntary certification of recovery residences and requires that certified recovery residences comply with applicable state and local health, safety, and building codes; and

WHEREAS, CRRs provide peer-supported, alcohol and drug free housing for individuals recovering from substance use disorders and are protected under the federal Fair Housing Amendments Act, Title 42, United States Code, Sections 3601 through 3619, and the Americans with Disabilities Act, Title 42, United States Code, Sections 12131 through 12165; and

WHEREAS, Senate Bill 954 classifies CRRs as nontransient residential uses in zoning districts where residential or dwelling uses are permitted and prohibits local governments from banning such uses or imposing additional zoning restrictions; and

WHEREAS, the Director of Community Development recommends approval of the proposed ordinance; and

WHEREAS, the City Commission of the City of Tamarac finds that it is necessary and appropriate to amend the City of Tamarac Land Development Code by amending Section 10-3.2 (H) “Table 10-3.1: Allowed Uses” to include Certified Recovery Residences as an allowable use type in the Residential/Group Home category ; and creating a new Section 10-3.6 to establish reasonable accommodation procedures applicable to certified recovery residences, in order to promote consistency, transparency, and compliance with applicable law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Certified Recovery Residences (CRRs) are hereby established in zoning districts where residential or dwelling uses are permitted, subject to reasonable accommodation.

SECTION 3. Chapter 10 of the City of Tamarac Land Development Code is hereby amended by amending Article 3, “Use Regulations,” Section 10-3.2 entitled “Table of Allowed Use,” section (H) Table of Allowed Uses, Table 10-3.1: Allowed Uses, to include Certified Recovery Residences as an allowable use type in Residential/Group Home category of the allowed uses table, permissible in residential and mixed-use zoning districts, as set forth herein.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 10-3.2 – Table of Allowed Uses

****

(H) Table of Allowed Uses

Table 10-3.1: Allowed Uses
P = Permitted SE= Special Exception Blank cell = Prohibited
A = Accessory T= Temporary

Use Category	Use Type	Residential				Mixed-Use and Nonresidential							Special Purpose			Use Stds
		RE	R1	R2	R3	MUN	MUC	MUG	NC	BP	I1	I2	PF	RC	SU	
RESIDENTIAL																
Group Living	Assisted living facility, nursing home, convalescent facility				P	P	P	P	P				P			
	Certified Recovery Residence	P	P	P	P	P	P	P	P							10-3.6
	Community residential home, Type I	P	P	P	P											10-3.3(B)(1)
	Community residential home, Type II				P											10-3.3(B)(2)
	Continuing care retirement community				P								P			10-3.3(B)(3)

****

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

SECTION 4. Chapter 10 of the City of Tamarac Land Development Code is hereby amended by amending Article 3, “Use Regulations,” to create a new Section 10-3.6, entitled “Requests for Accommodation,” establishing a reasonable accommodation process for certified recovery residences, as set forth herein.

Section 10-3.6. Requests for Accommodation

(A) **Purpose.** The purpose of this section is to establish a procedure for the receipt, review, and determination of requests for reasonable accommodation in order to ensure compliance with the federal Fair Housing Amendments Act (42 U.S.C. § 3601, et seq.) (“FHA”) and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. § 12131, et seq.) (“ADA”). For purposes of this section, a “disabled person” means an individual who qualifies as disabled and/or handicapped under the FHA and/or the ADA. Any person who is disabled, or any qualifying entity acting on behalf of such person, may request a reasonable accommodation from the City’s Code of Ordinances, Land Development Code, and related rules, policies, practices, and procedures, in accordance with the procedures set forth herein and as authorized by the FHA and the ADA.

(B) **Notice to the public of availability of accommodation.** The City shall post and maintain a notice on the City’s official public notice bulletin board and shall make copies of such notice available for public inspection in the Community Development Department and the Office of the City Clerk, advising the public that persons with disabilities, or qualifying entities acting on their behalf, may request a reasonable accommodation in accordance with the provisions of this section.

(C) **Application.** A request for reasonable accommodation under this section may be initiated orally or in writing by the applicant. Any written request shall be submitted by completing a reasonable accommodation request form maintained by, and filed with, the Community Development Department. The reasonable accommodation request form shall include such questions and requests for information as are reasonably necessary for the review and processing of the request and shall be substantially in the format set forth in subsection (G)(1) of this section.

(1) Confidential Information. To the extent that an applicant submits medical information or records, including information relating to the medical condition, diagnosis, or medical history of a person with a disability, such person may, at the time of submission, request that the City treat such information as confidential, to the extent permitted by law. Upon receipt of such a request, the City shall endeavor to provide written notice to the person with a disability, and/or such person’s authorized representative, of any request received by the City for disclosure of medical information or documentation that has been designated as

confidential. The City shall cooperate, to the extent permitted by law, with the person with a disability in any action initiated by such person to oppose disclosure of such information; provided, however, that the City shall have no obligation to initiate, prosecute, or pursue any such action, nor to incur legal or other expenses in connection therewith. The City may comply with any judicial order requiring disclosure of such information, with or without prior notice to the person with a disability, as permitted by law.

(2) Fee. No fee shall be charged or imposed by the City in connection with the filing, processing, or review of a request for reasonable accommodation under this section, or in connection with any appeal of a determination on such request through the Administrative Appeal process in accordance with LDC Section 10-5.4(R) to the Planning Board. Nothing herein shall be construed to require the City to pay or reimburse any requesting party's or appealing party's attorney's fees, costs, or expenses incurred in connection with a request or appeal under this section.

(3) City assistance. The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with an applicant's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.

(D) **Findings for Reasonable Accommodation.** In determining whether a request for reasonable accommodation shall be granted or denied, the requesting party shall have the burden of establishing, at a minimum, the following:

(1) That the requesting party is protected under the Fair Housing Act (FHA) and/or the Americans with Disabilities Act (ADA) by demonstrating that such party is a person with a disability, or a qualifying entity, as defined under applicable federal law; and

(2) That the proposed reasonable accommodation sought is reasonable and necessary to afford the individual or individuals with disabilities an equal opportunity to use and enjoy the dwelling that is the subject of the request.

The foregoing findings, together with applicable federal standards as interpreted by the courts, shall constitute the basis for the determination of a reasonable accommodation request by the City Manager, or designee, or by the Planning Board in the event of an appeal.

(E) **Decision Process.**

(1) The City Manager, or designee, shall have the authority to consider and act upon requests for reasonable accommodation, requests for recertification of an approved reasonable accommodation, and requests for amendment of an approved reasonable accommodation. Upon submission of a completed reasonable accommodation request form to the Community Development Department, such request shall be date stamped upon receipt.

(2) Upon date stamping, the request shall be forwarded to the City Manager, or designee, for review and consideration. The City Manager, or designee, shall issue a written determination no later than sixty (60) days following receipt of a completed application and may, in accordance with applicable federal law:

(a) Grant the accommodation request;

(b) Grant the request in part and deny the request in part and/or impose reasonable conditions upon approval; or

(c) Deny the request.

Notwithstanding the foregoing, where a request for reasonable accommodation involves development standards or site-related modifications, the Director of Community Development may exercise the authority set forth in Section 10-5.4(P)(2)(c) of this Land Development Code, including the approval of limited modifications to dimensional, spacing, landscaping, and parking requirements, as expressly provided therein. All such determinations shall remain subject to the findings, documentation, and federal compliance requirements set forth in this section.

Any denial, in whole or in part, shall state with specificity the evidence-based reasons for denial and shall identify any deficiencies or actions necessary for reconsideration, when applicable. All written determinations shall provide notice of the right to appeal. The written determination shall be transmitted to the requesting party, or such party's authorized representative, by certified mail, return receipt requested. If a final written determination is not issued within sixty (60) days after receipt of a completed application, the request shall be deemed approved, unless the parties agree in writing to a reasonable extension of time.

(3) If reasonably necessary to reach a determination, the City Manager or designee, may, within thirty (30) days after receipt of a request for reasonable accommodation, request additional information from the requesting party in writing, specifying in reasonable detail the information required. The requesting party shall submit the requested information within thirty (30) days after the date of the written request. If the requesting party fails to provide the requested information within the 30-day period, the City Manager or designee, shall issue written notice that the request is deemed abandoned and/or withdrawn, and no further action by the City with respect to such request shall be required.

(F) **Appeal.** Refer to LDC Section 10-5.4(R). All appeals shall include a written statement setting forth, in reasonable detail, the grounds for appeal. Appeals shall be heard by the Planning Board, who shall, following public notice and a duly noticed public hearing, render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after the filing of the appeal. The appeal shall be conducted as a de novo review of the evidence based upon the findings required under this section.

The decision of the Planning Board shall constitute final City action unless the decision is appealed by the applicant within thirty (30) days to the City Commission. The applicant may appeal the City Commission's decision to the circuit court within thirty (30) days of the City Commission's decision.

(G) **Request for reasonable accommodation requirements.** The Director shall consider:

(1) Contents of Reasonable Accommodation Request Form. The reasonable accommodation request form shall include, at a minimum, the following information and documentation:

(a) The name, address, telephone number, and electronic mail address of the applicant and, if applicable, the applicant's authorized representative;

(b) Information identifying the property for which the reasonable accommodation is requested, including the parcel address and property identification number;

(c) A description of the requested accommodation and identification of the specific regulation(s), rule(s), policy(ies), practice(s), and/or procedure(s) from which accommodation is sought;

(d) A statement explaining the reasons the requested accommodation may be necessary for the applicant or for the individual or individuals with disabilities seeking the accommodation and, if the request relates to housing, an explanation of why the accommodation is necessary to afford an equal opportunity to use and enjoy the dwelling;

(e) A description of the qualifying disability or handicap;

(f) Any other relevant information concerning the disability or the subject property that may be reasonably necessary for the City to evaluate the request;

(g) A statement indicating whether the applicant is seeking accommodation in order to make housing and/or the provision of housing financially viable, together with supporting documentation;

(h) A statement addressing the therapeutic necessity of the requested accommodation for the applicant, together with supporting documentation;

(i) If the applicant seeks a reasonable accommodation from the definition of "family," the following documentation, as applicable:

i. Proof of state licensure for the subject location, if required; or

ii. Proof of certification pursuant to Section 397.487, Florida Statutes, as amended, or, in the alternative, proof of certification by a nationally accredited agency or recognition or sanction by the United States Congress, if the accommodation is for or relates to a recovery residence as defined in Section 397.311, Florida Statutes; and

iii. Proof of satisfactory fire, safety, and health inspections as required by Section 397.487, Florida Statutes, or other applicable law, as amended from time to time, for the subject location;

(j) The signature of the applicant;

(k) The date of the application;

(l) The name and contact information, including telephone number and electronic mail address, of any on-site supervisor or manager;

(m) Disclosure of all ownership interests in the subject property; and

(n) Written consent of all property owners authorizing submission of the application.

Requests seeking relief from development standards, including but not limited to setbacks, height, lot coverage, spacing, landscaping, and off-street parking requirements, shall be evaluated in conjunction with the administrative accommodation provisions set forth in Section 10-5.4(P)(2)(c). Requests exceeding the scope of administrative relief authorized therein shall require approval through a variance or rezoning process, as applicable.

(H) **Stay of Enforcement.** While a request for reasonable accommodation, or an appeal of a determination thereon, is pending and has not been finally resolved, the City shall refrain from enforcing the subject provisions of the Land Development Code, Code of Ordinances, and related rules, policies, practices, and procedures against the applicant with respect to the matter that is the subject of the pending request or appeal.

(I) **Expiration of Approval**. Any approval of a request for reasonable accommodation under this section shall expire one hundred eighty (180) days after the date of approval

if the approved accommodation has not been implemented, unless extended in writing by the City Manager, or designee, for good cause shown.

(1) Decisions shall be issued within sixty (60) days.

(2) Additional information may be requested.

(3) Failure to respond may result in abandonment.

(J) **Revocation of Reasonable Accommodation.**

(1) Any reasonable accommodation approved under this section shall be deemed revoked upon a determination by the Special Magistrate hearing code enforcement matters that the applicant or the subject property has violated any condition of approval imposed in connection with the reasonable accommodation.

(2) Failure to obtain, maintain, or renew any required state license, state certification, or alternative certification permitted under this section shall result in automatic revocation of the approved reasonable accommodation. In such event, all operations authorized pursuant to the accommodation shall cease within sixty (60) days following termination, suspension, or expiration of the applicable license or certification.

(K) **Annual Certification.**

(1) Any reasonable accommodation approved under this section shall be valid for a period not to exceed one (1) year and shall be subject to annual recertification. An application for recertification shall be submitted on or before February 1 of each year.

(2) A request for annual recertification shall be filed no later than ninety (90) days prior to the expiration of the one-year approval period.

(3) Failure to timely submit a complete application for annual recertification, or denial of a recertification request, shall result in revocation of the approved reasonable accommodation.

(4) Requests for recertification shall comply with the same application, submittal, review, and procedural requirements applicable to initial requests for reasonable accommodation under this section.

(5) Where a reasonable accommodation relates to a property or use that is required to be licensed or certified pursuant to this section or applicable state or

federal law, the applicant shall, as part of the recertification request, submit proof of current and active licensure or certification in accordance with the requirements of subsection (G)(1)i.

(L) **Revisions.** Any material change to the approved use or subject property, whether initiated by the applicant or identified by the City, the State, or any certifying or licensing authority, that occurs after approval or during the recertification process and that necessitates an additional reasonable accommodation or modification of the original approval, shall be processed as an amendment to the original reasonable accommodation. Any such amendment request shall be subject to the same application, submittal, review, and approval procedures applicable to an initial request for reasonable accommodation under this section.

(M) **Severability.** If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 10-3.6, “Requests for Accommodation,” is held invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this section, which shall remain in full force and effect.

SECTION 5. 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 6. 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 7. Should any section, provision, paragraph, sentence, clause of 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. It shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 8. This Ordinance shall become effective upon adoption.

"Remainder of page intentionally left blank"

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: V/M BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIELS	_____

RECORD OF COMMISSION VOTE: 2nd Reading

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIELS	_____

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

HANS OTTINOT
CITY ATTORNEY

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

An act relating to certified recovery residences; amending s. 397.487, F.S.; requiring, by a specified date, the governing body of each county or municipality to adopt an ordinance to establish procedures for the review and approval of certified recovery residences; requiring that such ordinance include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; specifying criteria for the ordinance; providing that the ordinance may establish additional requirements for the review and approval of reasonable accommodation requests; requiring that such additional requirements be consistent with federal law and not conflict with the act; prohibiting the ordinance from requiring public hearings beyond the minimum required by law; providing that the ordinance may include provisions for revocation of a granted accommodation for cause, if the accommodation is not reinstated within a specified timeframe; providing construction; amending s. 397.4871, F.S.; providing that the personnel-to-resident ratio for a certified recovery residence must be met only when the residents are at the residence; providing that a certified recovery residence administrator for Level IV certified recovery residences which maintains a specified personnel-to-patient ratio has a limitation on the number of residents it may manage; providing an

effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (15) and (16) are added to section 397.487, Florida Statutes, to read:

397.487 Voluntary certification of recovery residences.—

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date-stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of

a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to

maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

Section 2. Paragraph (c) of subsection (8) of section 397.4871, Florida Statutes, is amended to read:

397.4871 Recovery residence administrator certification.—

(8)

(c) Notwithstanding paragraph (b), a Level IV certified recovery residence operating as community housing as defined in s. 397.311(9), which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider, may:

1. Actively manage up to 150 residents so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at

the residence ~~24 hours a day, 7 days a week,~~ with a personnel-to-resident ratio of 1 to 10.

2. Actively manage up to 300 residents, so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

A certified recovery residence administrator who has been removed by a certified recovery residence due to termination, resignation, or any other reason may not continue to actively manage more than 50 residents for another service provider or certified recovery residence without being approved by the credentialing entity.

Section 3. This act shall take effect July 1, 2025.

Florida Statute § 397.487

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant’s authorized representative;

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: TO#2609 Text Amendment to Chapter 10, Land Development Code by amending Article 3, "Use Regulations," by amending Section 10-3.2, entitled "Table of Allowed Uses" section (H) entitled "Table 10-3.1: Allowed Uses" to add "Certified Recovery Residences" as a use type within the Residential, Group Living category ; and creating Section 10-3.6, entitled "Requests for Accommodation," to provide for a reasonable accommodation process consistent with Section 397.487(15)(a), Florida Statutes.

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:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

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Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:
3. Estimate of direct compliance costs that businesses may reasonably incur:
4. Any new charge or fee imposed by the proposed ordinance:
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:
7. Additional information (if any):

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

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The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2629

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2629 - 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 Sections 10-4.10(B) entitled “Sign Permits” to provide exemptions for certain government related signs installed by the city; 10-4.10(L), entitled “Prohibited Signs”, to remove the prohibition on electronic message center signs; 10-4.10(D), entitled “General Sign Requirements”, to authorize and establish a use-based regulatory framework for electronic message center signs; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
1_-_Memo_-_TO-2629_Sign_Code_Amendment_First Reading 4-22-26.doc
2_-_TO2629_Text_Amendment_Sign_Code_for_EMCs.docx
Business_Impact_Estimate.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-10-006M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Kent Walia,
Director of Community Development

DATE: April 15, 2026

RE: 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 sections 10-4.10(b) entitled "sign permits" to provide exemptions for certain government related signs installed by the city; 10-4.10(l), entitled "prohibited signs", to remove the prohibition on electronic message center signs; 10-4.10(d), entitled "general sign requirements", to authorize and establish a use-based regulatory framework for electronic message center signs - **Temp Ordinance No. 2629**

RECOMMENDATION: The Director of Community Development recommends that the City Commission approve the adoption of the proposed text amendment to Chapter 10, Article 4, Section 10-4.10, entitled "Signs," in the City of Tamarac Code of Ordinances on First Reading at its April 22, 2026 meeting and on Second Reading at its May 13, 2026 meeting (see attached Temporary Ordinance No. 2629).

ISSUE: Commercial advertising trends continue to evolve, and the lack of provisions for modern signage, specifically through digital means such as Electronic Message Centers (EMCs) also known as electronic message boards, limits the ability of local businesses to effectively market their products and services in Tamarac. Electronic Message Centers are currently listed as a "Prohibited Sign Type" in the City's LDC Subsection 10-4.9(L). An amendment to the LDC is necessary to allow for the installation of EMCs for certain non-residential land use types identified in Section 10-3.2, Table 10-3.1, and Section 10-6.2.

BACKGROUND: The City of Tamarac recognizes that signage continues to play an integral role in advertising for local businesses. Technological advancements have been made in advertising media, and digital sign displays, often facilitated by EMCs, have proven to be a desirable means of advertising for many businesses. This trend is projected to grow in the coming years as businesses seek out more ways to efficiently advertise their services. In line with this direction, the City has received increased permitting inquiries over the past year for digital sign displays, although their usage has historically been limited to selective placement at certain public facilities and fuel stations, and remains a prohibited sign type in the City's Code.

To that end, EMCs have shown measurable effectiveness in supporting economic development by helping local establishments reach customers more efficiently. Research from the University of Cincinnati's Signage Foundation found that EMCs can increase sales revenue by 15% to 150% depending on sign size, visibility, and traffic volume. In commercial corridors

with high vehicle traffic, EMCs are especially advantageous for local businesses since messages can be tailored to promote different services based on perceived consumer need, thus maximizing consumer engagement throughout the day. When local businesses are provided with the opportunity to attract new customers, the City benefits indirectly through increased economic activity, higher sales tax collections, and an increase in occupancy rates.

Acknowledging that land development regulations are not static and should be updated regularly to account for emerging trends, staff reviewed signage regulations in various municipalities in surrounding areas and throughout the state. It was determined that many municipalities have adopted changes to their sign code to permit digital sign displays, such as EMCs, within the past 5 years. The research also revealed that most municipalities limit the placement of EMCs to specific non-residential uses in certain commercial districts such as downtown, entertainment, and other overlay districts including industrial areas. The results of the localized municipal sign code research are provided in the table below.

Electronic Message Signs Municipal Research		
Municipality	**Ordinance Language**	**Permitted Yes/No**
Tamarac	Currently Prohibited, digital copy for fuel prices only	No
Lauderdale Lakes	Permitted within certain conforming signs types via sign permit in commercial districts. Shall not be erected within 100 lineal feet of any portion of a residential district.	Yes * see Ordinance language
Lauderhill	Not permitted unless displaying time and/or temperature	Yes * see Ordinance language
North Lauderdale	Does not permit any animated signs except existing billboards in the City	No
Oakland Park	Animated signs are not permitted except for existing billboards	No
Coral Springs	Prohibited, digital copy for fuel prices only	No
Sunrise	Permitted within certain districts/areas if approved with a uniform sign plan	Yes * see Ordinance language
Margate	Permitted for theaters, playhouses, freestanding places of assembly, freestanding schools, drive-thru establishments, hospitals, banks, drive-thru facilities and vehicle fuel stations	Yes * see Ordinance language
Coconut Creek	Only places of assembly, fuel stations, Main Street plazas, parking structures	Yes * see Ordinance language
Miramar	Limited to certain sign types for activity centers, city infrasturcture, theatres and performing arts centers via permit	Yes * see Ordinance language
Unincorporated Broward	Permitted within a permenant free standing sign such as a monument sign where such signs are permitted	Yes * see Ordinance language
Lauderdale by the Sea	Prohibited	No
Wilton Manors	Prohibited	No
Deerfield Beach	Only for places of assembly, government institutions, fuel stations, and drive-thru restaurants	Yes * see Ordinance language
Dania Beach	Only permitted in certain overlay districts (hotel overlay district) or within 1,000 of interstates	Yes * see Ordinance language
Pompano Beach	Automatic changeable copy signs are permitted only for multi-tenant buildings that are greater than 25,000 square feet and may only be utilized for 50% of the sign area. For purposes of this provision, multi-tenant means four or more tenants.	Yes * see Ordinance language
Fort Lauderdale	Permitted for freestanding schools, places of worship, community facilities, and hospitals.	Yes * see Ordinance language

Staff also examined municipalities with less restrictive policies on the placement of EMCs and found that these signs were typically limited to the following types of uses or areas without requiring conditional use or special exception approval as indicated below:

- Downtown Business Corridors
- Certain Entertainment and Business Overlay Districts
- Municipal Facilities/Governmental Facilities
- Religious Facilities
- Arenas & Stadiums
- Convention Centers & Expo Centers
- Performing Arts Theatres
- Movie Theaters
- Indoor and Outdoor Recreation Facilities (Golf Course, Racetracks etc.)
- Schools, Colleges, & Universities
- Hospitals
- Fuel Stations

Below are examples of a few sign types utilized for the above-referenced uses:





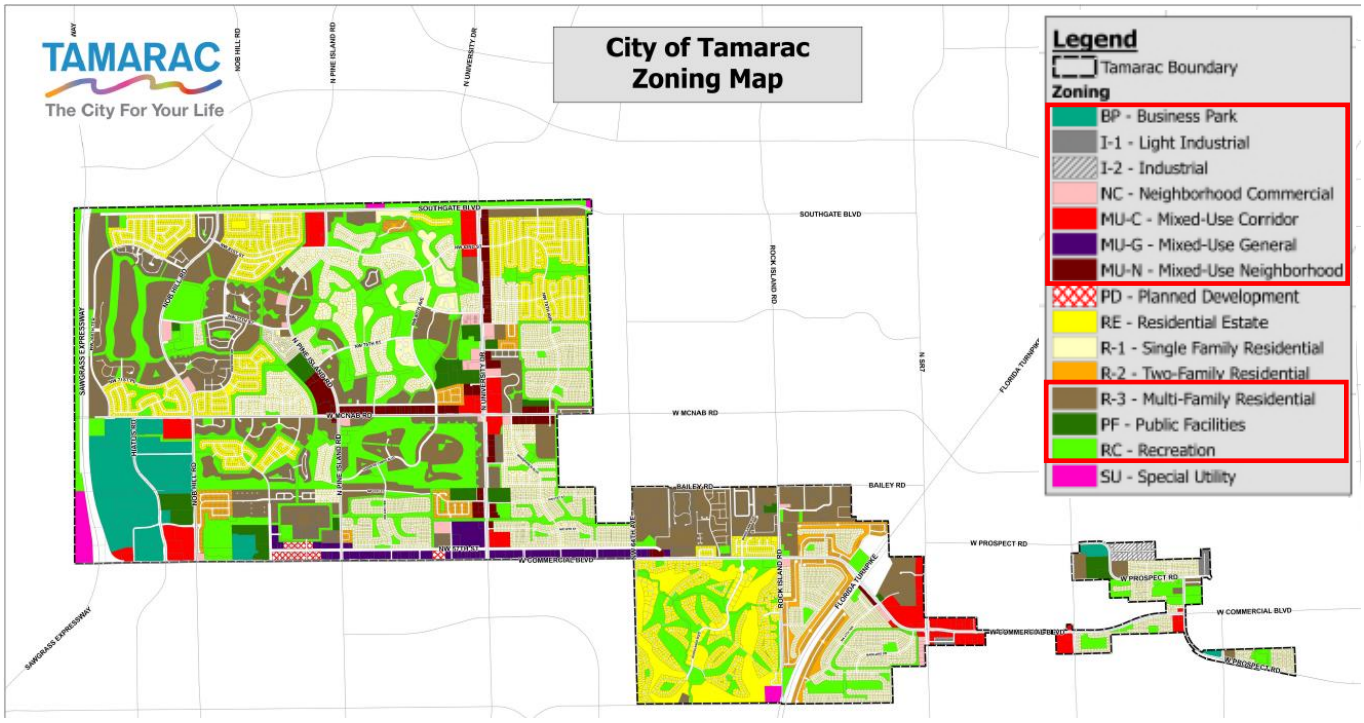


In addition, further analysis of Section 10-3.2, Table 10-3.1, of the LDC revealed that these uses are typically located in Mixed-Use and other Nonresidential districts such as the Industrial, Business Park, Public Facility, and Recreation zones. Staff analyzed the placement of the uses cited above in each zone in relation to the City's Official Zoning Map and cited that the bulk of the aforementioned uses are located along commercial corridors and other major thoroughfares while religious assembly and educational facility uses are typically found in or near residential areas with few exceptions like the HUB Church located in Tamarac's Business Park.

A sample of the non-residential uses to be included in the proposed text amendment and their permitted zoning districts are outlined in the table below.

Electronic Message Board Signs Zoning Analysis	
Proposed Use for EMC's	**Permitted Use Zoning Districts**
Free-Standing Educational Facilities	R-3, MU-N, MU-C, MU-G, NC, BP, I-1, I-2, RC *Trade schools and schools incidential to religious facilities permitted in BP
Hospital	PF
Indoor Movie Theatre	MU-C, MU-G
Religious Assembly	R-3, MU-N, MU-C, MU-G,BP, PF
Municipal Facilities	R-1, R-2, R-3, MU-N, MU-C, MU-G, NC, BP, I-1, I-2, PF, RC, SU,
Country Club	RC
Stadium/Arena	MU-C
Vehicle Fuel Sales	MU-C

The proposed uses for which the placement of EMC's would be permitted are located in the districts highlighted in the red box on the City's Official Zoning Map is shown below.



EMCs provide significant flexibility, allowing business owners to update content remotely without requiring new physical sign materials, thereby reducing clutter and maintenance costs. As surrounding jurisdictions adopt contemporary standards, failure to update local regulations places the City at a competitive disadvantage in attracting and retaining commercial activity. Establishing clear digital sign standards, such as brightness limits, automatic dimming features, dwell time, and prohibitions on motion and animation, ensures that EMCs integrate seamlessly into the built environment without negatively affecting adjacent residential properties. By adopting modernized sign code standards, the City will encourage commercial

signage enhancements while maintaining control of design features and placement of each sign installation.

ANALYSIS: The City's adopted Comprehensive Plan, Future Land Use Element, Objective 1 requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions and regulate signs by implementing the sign code. It is therefore necessary, and in the public's best interest, to consider the implications of amending the City's Land Development Code to establish provisions to effectively regulate EMCs and ensure that the placement of these signs does not adversely impact existing Tamarac residents and business owners.

The following summarizes the proposed change in the proposed Ordinance:

The proposed text amendment to Section 10-4.10 would lift the existing prohibition on Electronic Message Center signs (EMCs) and permit their placement solely on the primary frontage of the permitted non-residential use allowed by-right subject to specific setback, location, and design standards. These standards would include the following measures:

- Uses limited to Municipal Facilities, Religious Assembly, Country Club, Stadium, Arena, Movie Theatre (Indoor), Free-Standing Educational Facilities with Student Populations greater than 500 pupils, and Hospitals licensed to accommodate more than 150 patient beds
- Provide for an administrative review requirement for EMC's placed on city-owned property
- 10' setback, not located within 150 feet of another EMC, limited to 1 double or single sided sign per parcel* (not facing a residential property)
- No animation, limited to 3 lines of text only, limited brightness (no effects to transportation)
- Not to exceed 6' height x 7' width in RC and R-3 residential areas
- Not to exceed 6' height x 7' width for non-residential uses (≤64,999 g.s.f)
- Not to exceed 8' height x 9' width for non-residential uses (>65,000 g.s.f)
- EMC not to exceed 50% of signage area
- Landscaped base area with sign operator contact listed
- Sign may not directly face any residential street or parcel

The implementation of the above-listed provisions would limit the impact of the installation of EMC's on the City's existing built environment and prevent their proliferation throughout the City, as EMCs would be limited to specific non-residential land uses.

Moreover, the proposed amendment to Chapter 10, Article 4, Section 10-4.10 entitled "Signs" in the City of Tamarac Code of Ordinances comprehensively addresses advancements in digital sign regulation as it relates to the business community, current economic development initiatives, and promotes the modernization of the City's sign code while avoiding the proliferation of excessive advertising materials.

To that end, Section 10-5.4(D)(3) of the City's Land Development Code establishes criteria by which an amendment to the text of the Code may be considered. These applications shall demonstrate compliance with the following standards:

Amendment to Text of Development Code

(a) Is consistent with the Comprehensive Plan;

The proposed amendment is consistent with Policy 1.4 of the Economic Development Element within the City's Comprehensive Plan. The policy requires that the City adopt pro-growth, development friendly business programs; by updating the City's Sign Code regulations to respond to an evolving economic landscape, the amendment will allow Tamarac's businesses to maintain their competitiveness with those in surrounding communities.

The proposed amendment is also consistent with Future Land Use Element, Objective 1, which requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions. Staff find that an amendment to the City's Land Development Code is not only appropriate but also warranted at this time to respond to the changing conditions in Tamarac's business community.

(b) Conflicts with any other provisions of the Tamarac City Code;

The proposed text amendment does not conflict with any other provision of the City's Code.

(c) Is required by changed conditions;

The proposed amendment addresses the evolving needs of Tamarac's business community. The changing conditions experienced by these entities require the City to act in a responsive manner to the growing demand for more comprehensive, competitive, and business friendly signage regulation.

The current City Code of Ordinances identifies EMCs as a prohibited sign type in the Land Development Code. As the City continues to grow and industry needs within the City evolve, so should the policies governing development to ensure an adequate response to ever changing economic conditions.

(d) Addresses a demonstrated community need;

As previously mentioned in this memo, the revisions to the City's Sign Code Regulations are the result of a demonstrated community need. Staff have had an opportunity to review digital sign standards in various municipal codes and it apparent that the proposed amendment will lend itself to the support of economic development initiatives throughout the City.

(e) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City;

The proposed text amendment is consistent with the purpose and intent of the City's non-residential zoning districts. The intent of the amendment is to enhance the language within the City's Sign Code to promote economic development activity through expansion of the City's permitted digital sign types to enhance the visibility of Tamarac's local businesses.

(f) Would result in a logical and orderly development pattern; and

The proposed amendment would further enhance the orderly development pattern of the City's built environment. Signage structures are a prominent component of commercial advertising media in the City. Updating the city's Sign Code Regulations to provide for a more cohesive and uniform implementation of sign placement and design will enhance the aesthetic appeal of the City's commercial developments.

(g) *Would avoid significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment*.

The proposed text amendment does not contribute to any adverse impact on the natural environment and poses no threat to the City's natural resources as EMCs shall be limited to specific non-residential uses and subject to additional placement, design, and safety standards.

To that end, the Director of Community Development has determined that the established criteria for the granting of Text Amendment to the Land Development Code has been met, and the Legislative Draft Ordinance is attached hereto as part of the record (see attached Temporary Ordinance 2629).

The proposed amendment comprehensively addresses concerns raised by the business community, current economic development initiatives, in addition to the appearance and aesthetics of signage within the city while avoiding the proliferation of excessive advertising materials.

CONCLUSION: The Director of Community Development recommends that the City Commission approve the adoption of the proposed text amendment to Chapter 10, Article 4, Section 10-4.10 entitled "Signs" in the City of Tamarac Code of Ordinances on First Reading at its April 22, 2026 meeting and on Second Reading at its May 13, 2026 meeting.

This item also supports the City's Strategic Plan, Goal #3, "Tamarac is Economically Resilient," by adopting sign standards to enhance the visibility of local businesses and improve their market competitiveness.

FISCAL IMPACT: The text amendment has no fiscal impact. Any future permits enabled by this amendment, if submitted and approved, would be subject to the applicable permitting review fees thereby offsetting administrative review costs.

INTERVENING ACTION: At its January 7, 2026 meeting, the Planning Board voted 4-0 to forward a recommendation of approval for the proposed Text Amendment to the City Commission on First Reading at its January 29, 2026 meeting.

At the January 29, 2026 Commission meeting, the item was denied, and staff was directed to further examine the implications of the presented approach of the amendment and provide an alternative means by which the signs would be permitted in alignment with more localized zoning standards. The proposed amendment eliminates the requirement of Special Exception approval for EMCs and limits their placement to specific non-residential uses identified in the City's Code.

Kent Walia,
Director of Community Development

Attachments: Temporary Ordinance No. 2629

KWAJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. ____

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 SECTIONS 10-4.10(B) ENTITLED "SIGN PERMITS" TO PROVIDE EXEMPTIONS FOR CERTAIN GOVERNMENT RELATED SIGNS INSTALLED BY THE CITY; 10-4.10(L), ENTITLED "PROHIBITED SIGNS", TO REMOVE THE PROHIBITION ON ELECTRONIC MESSAGE CENTER SIGNS; 10-4.10(D), ENTITLED "GENERAL SIGN REQUIREMENTS", TO AUTHORIZE AND ESTABLISH A USE-BASED REGULATORY FRAMEWORK FOR ELECTRONIC MESSAGE CENTER SIGNS; PROVIDING FOR CODIFICATION; 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 ("City") 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, over the past year the Community Development Department has received an increase in inquiries from various entities regarding the installation of digital signs as a means of facilitating more effective communication with the public for Tamarac's local businesses; and

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

WHEREAS, electronic sign displays including Electronic Message Centers (EMCs) also known as Electronic Message Boards are currently listed as a prohibited sign type in Section 10-4.10(L)(19) of the City's Code; and

WHEREAS, the City recognizes that signs and advertising play an integral role in economic development, and that permitting more attractive signage, in terms of type, size, and placement, will expand economic development opportunities for Tamarac's local businesses; and

WHEREAS, technological advancements have been made in advertising media, and EMCs are a growing trend in the sign industry that has proven to be a desirable means of advertising for many businesses; and

WHEREAS, research from the University of Cincinnati's Signage Foundation found that digital signs can increase sales revenue by 15% to 150% depending on sign size, visibility, and traffic volume; and

WHEREAS, adopting modernized digital sign regulations will allow the City to remain competitive in attracting and retaining new business, thereby spurring economic activity; and

WHEREAS, the City also desires to remain responsive to the community's business needs by adopting regulations that allow local businesses to capitalize on emerging industry trends; and

WHEREAS, staff conducted research on digital sign regulations in surrounding municipalities and various entities throughout the state, which revealed that most municipalities limit the placement of EMCs to specific non-residential uses in certain commercial districts such as downtown, entertainment, and other overlay districts including industrial areas; and

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WHEREAS, staff reviewed the City's Zoning Map and existing non-residential land use patterns and determined that permitting the installation of EMCs for certain non-residential uses subject to specific distance separation, design, and location standards would be appropriate; and

WHEREAS, certain signs installed or authorized by the City for governmental purposes serve a public function and should be exempt from certain permitting and design requirements, while remaining subject to applicable safety standards; and

WHEREAS, staff have determined that an Amendment to the Text of the Land Development Code to permit the installation of use-based EMCs is in the best interest of Tamarac's economic development goals. and

WHEREAS, Section 10-5.4(D)(3) of the City's Land Development Code establishes criteria by which an amendment to the text of the Code may be considered; and

WHEREAS, Staff have reviewed the text of the Land Development Code and have determined that the criteria have been met for considering the requesting changes to the Code; and

WHEREAS, the Director of Community Development recommends approval of the ordinance; and

WHEREAS, Objective 1, of the Future Land Use Element, in the City's Comprehensive Plan requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions; and

WHEREAS, this item supports the City's Strategic Economic Development Element of the Comprehensive Plan, by expanding the sign provisions of the City's Code

to further economic development initiatives which are responsive to the needs of the local business community; and

WHEREAS, this item also supports the City's Strategic Plan, Goal #3 Tamarac is Economically Resilient" by adopting sign standards to enhance the visibility of local businesses and enhancing their market competitiveness; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the business owners, residents, and visitors of the City of Tamarac to amend Chapter 10, Section 10-4.10 entitled, "Signs", by lifting the prohibition of EMCs to provide expanded regulations for widely use digital signage, and to provide an exemption for certain signs installed or authorized by the City for governmental purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 10, Article 4, Section 10-4.10 (B), of the Land Development Code of the City of Tamarac, Florida is hereby amended as follows:

10-4.10 Signs

****

(B) Sign Permits

****

(2) Exemptions. A Sign Permit is not required for the following signs~~,~~. Unless otherwise expressly provided in this Section, such signs shall remain subject to the applicable signage standards set forth in §10-4.10. ~~though the signage standards in §10-4.10 do apply to such signs, and~~ ~~a~~ All signs within City public easements or rights-of-way and all traffic regulatory or traffic control signs are subject to Improvement Permits:

****

(l) Government signs installed by the City. Notwithstanding any other provisions of this Section, signs installed, constructed, or authorized by the City for governmental, public service, wayfinding, identification, public information, or similar municipal purposes shall be exempt from the requirement to obtain a sign permit and from the signage standards set forth in Section 10-4.10.

Such signs shall, however, remain subject to applicable engineering, visibility, and safety requirements, and where located within public easements or rights-of-way, shall be subject to applicable right-of-way or improvement permitting requirements.

SECTION 3.(D), of the Land Development Code of the City of Tamarac, Florida is hereby amended as follows :

10-4.10 Signs

****

(D) **General Sign Requirements.** Only such permanent signs detailed in this section shall be permitted to be erected or maintained upon any building, lot, or parcel of land. Permits for permanent signs shall be reviewed by applicable city staff and issued by the building department based upon the signage regulations in effect, unless exempted from permit requirements.

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****

(3) Signs Permitted in Nonresidential, Mixed-Use, ~~and~~ Special Purpose and Certain Residential Districts**.** The signs below are allowed generally in all nonresidential, mixed-use, and special purpose districts, as well as limited use specific signage associated with commercial or institutional uses in the R-3 zoning district, subject to the listed standards.

****

(q) Electronic Message Centers (EMCs). Electronic Message Centers shall be permitted for the following non-residential uses: *municipal facilities, religious assembly, country club, stadium, arena, movie theater(indoor), free-standing educational facilities with student populations greater than 500 pupils, and hospitals licensed to accommodate more than 150 patient beds*

A. Location

1. Installation of an EMC shall be on the primary frontage of the non-residential use.
2. In no instance, shall an EMC be installed in a manner to display messages facing a single-family residential street or residence.
3. In no instance, shall in EMC be installed in the sight visibility triangle of two intersecting right-of-ways.

B. Orientation

1. The EMC shall contain business-oriented copy relative to the operation of the principal use of the property or business. The sign may not display messages that would be reasonably considered lewd, offensive, dangerous, or injurious to the public health and welfare.

C. Number of Signs Permitted

1. Multi-tenant commercial developments shall be permitted to install one (1) EMC on one (1) qualifying major arterial roadway, provided a qualified use, as defined herein, is located within the plaza. In instances where the plaza abuts multiple qualifying arterial roadways, the owner shall select one (1) frontage for installation.

2. For single-stand-alone non-residential uses, one (1) EMC may be installed on the primary frontage of the facility facing a qualifying major arterial roadway. In instances where the facility abuts multiple

qualifying arterial roadways, the owner shall select one (1) frontage for installation.

D. Setbacks

1. All EMCs shall be setback a minimum of 10 feet from the primary property line of the frontage on which the sign will be installed.

E. Distance Separation Requirements

1. No EMC shall be located within 150 feet of another EMC.

2. No EMC shall be installed within 150 feet of residential property unless separated by a major arterial roadway as classified by the City's Roadway Classification Map.

F. Design Guidelines

1. EMCs shall be limited to 3 lines of copy and shall not display images or characters that interfere with normal traffic operations.

2. Brightness of the EMC shall be built to automatically adjust to ambient light conditions at all times of day and night. The light intensity of the EMC shall be preset to not exceed 0.3 foot-candles above ambient light levels at any given time of day or night.

3. EMCs shall not display light that is of such intensity or brilliance to cause glare or otherwise impair the vision of a driver. Ambient light monitors shall be installed and operating on all EMCs to automatically adjust the brightness level of the sign based upon ambient light conditions.

4. The EMC display shall not change more than once every thirty (30) seconds. No animation, video, scrolling, flashing, or appearance of movement is permitted.

5. No auditory message or mechanical sound shall be emitted from any EMC.

6. EMC technology used must be designed to prevent unauthorized access or alteration of the display content.

7. Any EMC that malfunctions, fails, or ceases to operate in the usual or normal programmed manner shall immediately revert to a black

or static screen until it is restored to its normal operation conforming to the requirements of this section.

8. The owner of an EMC shall clearly post on the sign an on-call contact person and phone number. Said contact person must have the authority and ability to make immediate modifications to the displays and lighting levels of the EMC should the need arise.

9. EMCs shall not be configured to resemble a warning or danger signal and shall not resemble or simulate any lights or official signage used to control traffic unless at the direction of the city for a public service announcement/government declared emergency.

10. EMCs shall be landscaped around the base in a manner which conceals the entire base of the sign on all sides, but which does not obscure the display content or address. At a minimum, mulch and/or sod and small ground shrubbery shall be installed to enhance the aesthetic appearance of the EMC.

11. In the instance that the EMC serves as the primary signage for the property, an address sign shall be prominently displayed on the structure with a minimum height of six inches.

12. EMCs must match the design, color, and overall architectural style of the principal structure.

13. EMCs shall be limited to the following dimensions:

    (a) EMCs shall not exceed 6 feet in height and 7 feet in width in the R-3 zoning district.

    (b) EMCs shall not exceed 6 feet in height and 7 feet in width for non-residential uses comprising less than 64,999 gross square feet.

    (c) For non-residential uses comprising of more than 65,000 gross square feet, EMCs shall not exceed 8 feet in height and 9 feet in width.

14. The EMC display area must not exceed fifty (50) percent of the maximum sign area per sign face.

If the owner of an EMC fails to abide by the standards outlined in this section, or installs an EMC without an approved building permit from the City, the EMC shall either (a) be immediately deemed an illegal structure and be subject to removal at the owner's expense, or (b) be permitted to operate only after administrative

review and approval by the Community Development Department and approval of the appropriate building permit(s).

Failure to operate the EMC in compliance with the standards outlined above may constitute grounds for removal of the EMC at the owner's expense.

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SECTION 4. That Chapter 10, Article 4, Section 10-4.10(L), is hereby amended as follows:

Sec. 10-4.10 (L) - Prohibited Signs. The following are signs which shall not be installed in the municipal boundaries of the City:

****

(18) Electronic sign displays excluding changeable copy signs permitted elsewhere in this article;

~~(19) Electronic message centers and electronic time/temperature displays;~~

~~(20)~~(19) Pole or pylon signs except for traffic regulatory and traffic control signs.

~~(21)~~(20) Façade signs on parapet walls, unless no other façade is available to erect a façade sign;

~~(22)~~(21) Signs erected on public property other than signs erected by a public authority for a public purpose;

~~(23)~~(22) Human signs;

~~(24)~~(23) Skylights, gas flood lights, or search lights;

~~(25)~~(24) Exposed bare bulb lighting of any type that is utilized on a building exterior or interior specifically to attract attention to such building for advertising purposes and not used as an architectural feature;

~~(26)~~(25) Window signs located above the top of the first floor of a multi-story building excluding two-story buildings with external access to the individual tenant bays; and

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~~(27)~~(26) Façade signs which are raceway mounted or otherwise attached with supports except where existing structural conditions warrant this type of attachment as determined by the Chief Building Official.

****

SECTION 5. 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 to accomplish such intention.

SECTION 6. 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 7. Should any section, provision, paragraph, sentence, clause of 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 8. This Ordinance shall become effective upon adoption.

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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: V/M BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIELS	_____

RECORD OF COMMISSION VOTE: 2nd Reading

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIELS	_____

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

HANS OTTINOT
CITY ATTORNEY

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TAMARAC
The City For Your Life

This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: Ordinance 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 sections 10-4.10(b) entitled "sign permits" to provide exemptions for certain government related signs installed by the city; 10-4.10(l), entitled "prohibited signs", to remove the prohibition on electronic message center signs; 10-4.10(d), entitled "general sign requirements", to authorize and establish a use-based regulatory framework for electronic message center signs.

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:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): The ordinance will serve a public purpose by amending the

TAMARAC
The City For Your Life

Business Impact Estimate

sign code to allow electronic message centers to keep Tamarac businesses competitive with the surrounding economic market.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: The impact will be voluntary based on an individual business owner's decision to install an electronic message center sign. At this time the direct impact will be $0.

3. Estimate of direct compliance costs that businesses may reasonably incur: $0

4. Any new charge or fee imposed by the proposed ordinance: None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: Adding Electronic Message Center Signs as an additional sign type permitted by the City's Code will require additional staff review by way of processing the Special Exception Application, conducting the public hearing, reviewing the building permit, and conducting field inspections upon installation. The estimated regulatory cost will vary based on the type of sign installed.

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance: Only businesses located in the areas as outlined by Ordinance in certain zoning districts along major arterial corridors will be impacted and it is reasonable assumed it will be in a positive manner.

7. Additional information (if any):

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: May 13, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Discussion Item

AGENDA SECTION: **OTHER**

TITLE: Consideration of Establishing a Veteran Pole Banner Program
Requested by Commissioner Morey Wright Jr.

RECOMMENDATION: Establishing a Veteran Pole Banner Program that provides an opportunity for the City to formally recognize and celebrate the courage,
dedication, and sacrifice of its veteran and active-duty population. Such a program reinforces the City's commitment to honoring those who have served, strengthens community engagement, and preserves the legacy of local heroes for future generations.

Across the country, municipalities have implemented banner programs as a meaningful way to honor and recognize local military service members and veterans. These programs typically feature banners displayed along prominent roadways or public corridors, highlighting individuals who have served or are currently serving in the United States Armed Forces.

The purpose of such initiatives is to publicly acknowledge the sacrifices made by these individuals and their families, while fostering a sense of community pride and patriotism. By showcasing the names, photographs, and branches of service of local heroes, municipalities create a visible and lasting tribute that educates residents and visitors alike on the contributions of those who have defended the nation.

Programs of this nature also provide families with a tangible form of recognition, often allowing them to retain the banners after display. In addition, they serve as a unifying community effort, with participation from residents, local organizations, and businesses.

Eligible participants typically include active-duty service members and honorably discharged veterans who reside in or have a business within the municipality. Recognized branches commonly include the Air Force, Army, Coast Guard, National Guard, Navy, Marines, and Space Force.

Implementation generally involves a structured application process requiring documentation such as proof of residency, military service verification, and a high-resolution photograph. Banners are displayed on a rotating basis in designated areas for a specified period.

ATTACHMENTS:

Commission_Agenda_Request_Form_e0b37142-4117-4292-b85c-cbc74f679271_pdfa.pdf
Agenda Item Request Banners.docx
Veteran banner mockups (1).pdf

Commission Agenda Request Form

Requested by: Morey Wright, Jr, District 2

Meeting Date: 05/13/26

Agenda Item Title:
Consideration of Establishing a Veteran Pole Banner Program

Item Description:
Establishing a Veteran Pole Banner Program that provides an opportunity for the City to formally recognize and celebrate the courage, dedication, and sacrifice of its veteran and active-duty population. Such a program reinforces the City's commitment to honoring those who have served, strengthens community engagement, and preserves the legacy of local heroes for future generations.

Across the country, municipalities have implemented banner programs as a meaningful way to honor and recognize local military service members and veterans. These programs typically feature banners displayed along prominent roadways or public corridors, highlighting individuals who have served or are currently serving in the United States Armed Forces.

The purpose of such initiatives is to publicly acknowledge the sacrifices made by these individuals and their families, while fostering a sense of community pride and patriotism. By showcasing the names, photographs, and branches of service of local heroes, municipalities create a visible and lasting tribute that educates residents and visitors alike on the contributions of those who have defended the nation.

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Implementation generally involves a structured application process requiring documentation such as proof of residency, military service verification, and a high-resolution photograph. Banners are displayed on a rotating basis in designated areas for a specified period.

☑ **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
Morey Wright
Key: 1dacc9970e1876684e959e225bdc9e35

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Eligible participants typically include active-duty service members and honorably discharged veterans who reside in or have a business within the municipality. Recognized branches commonly include the Air Force, Army, Coast Guard, National Guard, Navy, Marines, and Space Force.

Implementation generally involves a structured application process requiring documentation such as proof of residency, military service verification, and a high-resolution photograph. Banners are displayed on a rotating basis in designated areas for a specified period.

As of 2024, the City of Tamarac is home to approximately 2,790 veterans, reflecting a significant population of residents who have served our nation and who could be honored through such a program. Nearby municipalities, including Coral Springs, Miramar, and Plantation, Florida, have implemented similar banner initiatives with notable success, demonstrating strong community participation and positive public engagement.

To support the development of a Tamarac program, the City could establish an application process through which residents may nominate and apply to recognize veterans within their community. Applications could be reviewed by the City's Veteran Affairs Committee to ensure eligibility, accuracy, and fairness, while maintaining the integrity and purpose of the program.

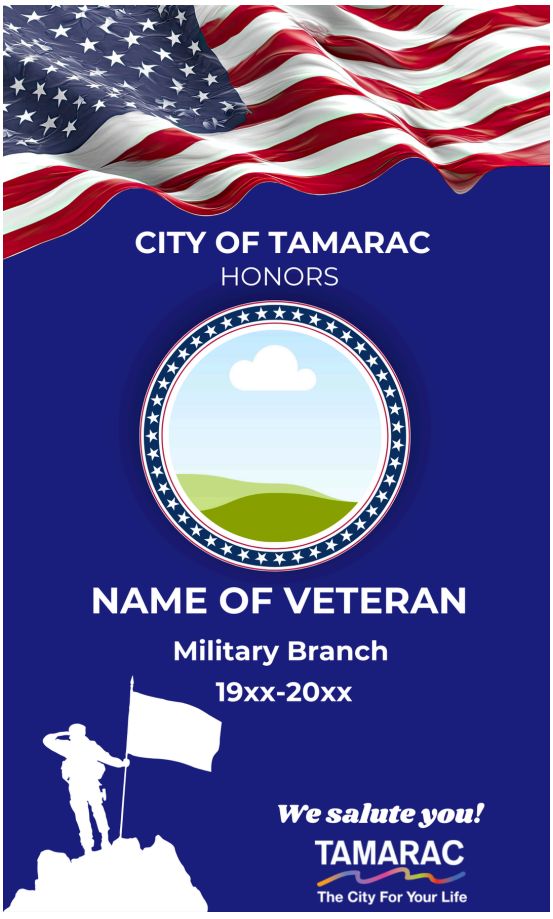
Along a street 18” x 36” or 24” x 36”





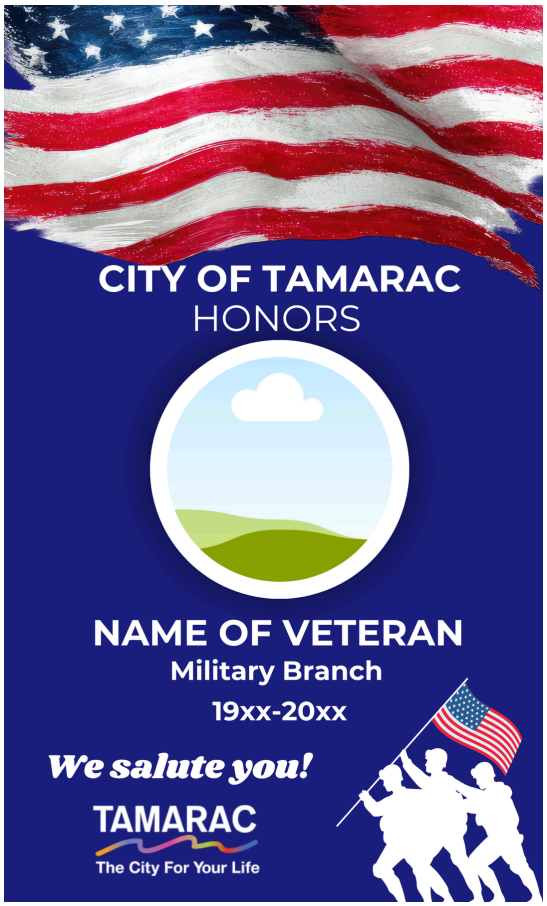
Along a street 18” x 36” or 24” x 36”





Along a street 18” x 36” or 24” x 36”





In front of city hall 29" wide x 94" tall



CITY OF TAMARAC
HONORS

NAME OF VETERAN
Military Branch
19xx-20xx
We salute you!

TAMARAC
The City For Your Life

In front of city hall 29" wide x 94" tall





In front of city hall 29" wide x 94" tall





TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	May 13, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	Discussion and Consensus on Allocation of a Portion of the One Million Sixty Four Thousand Nine Hundred and Thirty Two Dollars and Thirty Nine Cents ($1,064,932.39) Settlement Proceeds Related to the PFAS Water Quality Class Action Lawsuit to Commission Members who Elect to Opt-In for the Benefit of Tamarac Residents. *Requested by Vice Mayor Marlon Bolton*

ATTACHMENTS:

Commission_Agenda_Request_Form_7842b47a-77ac-4272-9599-88f07680d809_pdfa.pdf
Tyco Settlement Agreement-3-31-26.pdf
Executed Settlement Agreement-4-7-26-Water Quality Class Action.pdf
FW_ [EXTERNAL] Settlement Check $315.195.02 for PFAS Class Action .pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 05/13/2026

Agenda Item Title:
Discussion and Consensus on Allocation of a Portion of the $315,195.02 Settlement Proceeds Related to the PFAS Water Quality Class Action Lawsuit to Commission Members who Elect to Opt-In for the Benefit of Tamarac Residents.

Item Description:

☐ 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

FERRARO
LAW

PFAS LITIGATION CLOSING STATEMENT – **TYCO SETTLEMENT**

Tamarac, Florida vs. Tyco, et al.

1. SETTLEMENT:	**$ 806,781.04**
2. LESS 7% Attorneys' Fees: (15% pursuant to Retainer Agreement minus 8% common benefit reduction pursuant to the Court's Order on Fees and Costs)	**$ (56,474.67)**
3. LESS Litigation Costs and Expenses[1]: (e.g., filing fees and service of process fees)	**$ (569.00)**
4. FINAL NET PROCEEDS TO CLIENT:	**$ 749,737.37**

The disbursement of this recovery, in accordance with the foregoing closing statement, is hereby approved.

Dated this 31st day of March, 2026.

TAMARAC, FLORIDA

By: _____

Name: Hans Ottinot

Position: City Attorney

THE FERRARO LAW FIRM, P.A.

By: _____

Name: James Ferraro, Jr.

Position: Vice President

[1] An itemized breakdown of litigation costs and expenses is attached as **Exhibit A**.

Exhibit A

Display Name	Expense Type	Date Paid	Amount	Payee Full Name
City of Tamarac, FL	Court Costs (complaint filing fee)	6/1/2024	$405.00	American Express
	Service of Process	6/12/2024	$164.00	Caplan, Caplan & Caplan Process Servers
Subtotal			$569.00	

FERRARO
LAW

PFAS LITIGATION CLOSING STATEMENT – **BASF SETTLEMENT**

Tamarac, Florida vs. Tyco, et al.

1. SETTLEMENT:	**$ 338,919.38**
2. LESS 7% Attorneys' Fees: (15% pursuant to Retainer Agreement minus 8% common benefit reduction pursuant to the Court's Order on Fees and Costs)	**$ (23,724.36)**
3. FINAL NET PROCEEDS TO CLIENT:	**$ 315,195.02**

The disbursement of this recovery, in accordance with the foregoing closing statement, is hereby approved.

Dated this _____ day of April, 2026.

TAMARAC, FLORIDA

By: _____

Name: Hans Ottinot

Position: City Attorney

THE FERRARO LAW FIRM, P.A.

By: _____

Name: James Ferraro, Jr.

Position: Vice President

From: Maxine Calloway
To: Kimberly Dillon
Subject: FW: [EXTERNAL] Settlement Check $315.195.02 for PFAS Class Action
Date: Wednesday, May 6, 2026 4:32:09 PM
Attachments: Outlook-4byqkl5k.png
Outlook-1jw5u3zs.png
Executed Settlement Agreement-4-7-26-Water Quality Class Action.pdf

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Kim,
I will be moving the agenda item. Please attach both this email as well as the attachment to the item.
Thanks

Maxine

Maxine A. Calloway, Esq. AICP
Deputy City Manager
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3530 Fax: 954-597-3540
www.tamarac.org

From: Hans Ottinot <hans@ottinotlawpa.com>
Sent: Wednesday, April 22, 2026 8:56 AM
To: Michelle J. Gomez <Michelle.Gomez@tamarac.org>; Marlon Bolton <Marlon.Bolton@tamarac.org>; Morey Wright Jr. <Morey.Wright@tamarac.org>; Kicia Daniel <Kicia.Daniel@tamarac.org>; Krystal Patterson <Krystal.Patterson@tamarac.org>
Cc: Levent Sucuoglu <Levent.Sucuoglu@tamarac.org>; Maxine Calloway <Maxine.Calloway@tamarac.org>; City Attorney <City.Attorney@tamarac.org>
Subject: [EXTERNAL] Settlement Check $315.195.02 for PFAS Class Action

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Dear Mayor, Vice Mayor, Commissioners:

Please note that the City recently received a settlement check in the amount of $315,195.02 relating to the PFAS or water quality class action lawsuit.

If you have any questions, please feel free to contact me.

Regards,

Hans

Hans Ottinot
Managing Partner

Ottinot Law
P.A.

(954) 254-8054
5944 Coral Ridge Drive, PM#201
Coral Springs, Florida 33076

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