CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, October 28, 2026
9:30 AM

AMENDED

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: **Commissioner Krystal Patterson**

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a **South Florida Mental Wellness Summit & Expo Day Proclamation**
Requested by Mayor Michelle J. Gomez

2.b **National Red Ribbon Week Proclamation**
Requested by Mayor Michelle J. Gomez

2.c **Code Compliance Officer Appreciation Month Proclamation**
Requested by Kent Walia, Community Development Director

2.d **Employee Service Awards:**

5 YEARS
Marianella Bagnulo
Denise Coke
Arlene Walsh
Adolfo Evia
Beth-Ann Fraser

10 YEARS

Ann Marie Gordon
Jean-Yves Virgile
Corey McCall
Chevelle Crusan

15 YEARS
Scott Babcock
Rodney Smith

20 YEARS
Cynthia Natale
Michael Christopher
James Twigger

25 YEARS
Alisha Regits

30 YEARS
Sadhana Swaroop

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 TR14437 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the renewal of Stop Loss Insurance Coverage with Cigna for Plan Year 2027, beginning January 1, 2027, through December 31, 2027, at a Total

Annual Premium of $930,468.71; authorizing the appropriate City Officials to execute the necessary documents; Providing for conflicts; providing for severability; and providing for an effective date.

5.b TR14441 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid 26-40B to R2 Unified Technologies, LLC for new Cisco Systems Network Switches at a cost of $149,955.52; authorizing up to $100,000 in additional purchases from R2 Unified Technologies, LLC during FY2027, subject to the Tamarac Procurement Code and available funding; authorizing expenditures from the appropriate accounts, contract documents, and purchase orders; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5.c TR14446 - A Resolution of the City Commission of the City of Tamarac, Florida, requesting approval to purchase one (1) Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck from Ten-8 Fire & Safety LLC utilizing competitive procurement methods and a current agreements available for cooperative purchase at the time of purchase, including the Agreement awarded by Sourcewell Contract #082025-PMI, Specification A111; authorizing the appropriate City Officials to select, approve, and award the purchase of said vehicle; authorizing expenditures from the Fire-Rescue Fund in an amount not to exceed $1,899,752.00 from the appropriate accounts for vehicles; providing for conflicts; providing for severability; and providing for an effective date.

5.d TR14449 - A Resolution of the City Commission of the City of Tamarac, Florida, approving amendment #3 to the agreement with Troon Golf, LLC, dated October 24, 2013, attached hereto as Exhibit "1" for golf course operations services at the Colony West Country Club; authorizing a waiver of procurement procedures persuant to section 6-148, of the city code of ordinances, extending the agreement for a period of one (1) year from October 24, 2026 through October 23, 2027; authorizing the appropriate city officials to execute amendment #3; providing for conflicts; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

6.a TR14448 - A Resolution of the City Commission of the City of Tamarac, Florida, expressing strong opposition to Senate Bill 1134 which seeks eliminate the ability of cities and counties to fund or take any official action as it relates to "diversity, equity, and inclusion"; directing the City Clerk to transmit a certified copy of this resolution to the Broward League of Cities, Governor of Florida, President of the Florida Senate, Speaker of Florida House of Representatives, and the Broward County Legislative Delegations; and providing for an effective date.

7. ORDINANCE(S) - FIRST READING

7.a TO2639 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the Second (2nd) Budget Ammendment to the City of Tamarac operating budget, revenues and expenditures, the capital budget, and the financial policies for the fiscal year 2026, by increasing the total revenues and expenditures by a total of $3,569,378 as detailed in Attachment "A" attached hereto and summarized in Attachment "B" attached hereto and incorporated herein; providing that the 2nd amendment is being adopted in the same manner as the original budget and serves as the new adopted budget; providing for conflicts; providing for severability; and providing for an effective date.

8. ORDINANCE(S) - SECOND READING

8.a TO2630 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting amendments to the City of Tamarac comprehensive plan by amending the future land use element, infrastructure element, conservation element, intergovernmental coordination element, and capital improvements element, attached hereto as Exhibit "A," to incorporate the water supply planning policies consistent with the City of Tamarac Water Supply Facilities Work Plan - 2026 Update; and adopting, the City of Tamarac Water Supply Facilities Work Plan - 2026 Update, attached hereto as Exhibit "B"; consistent with the South Florida Water Management District Regional Water Supply Plan; providing for inclusion in the comprehensive plan; providing for conflicts; providing for severability; and providing for an effective date.

8.b TO2638 - An Ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pensions and Retirement, Article III, entitled Pension Plan, by amending Section 16-219, providing for changes to normal retirement age; adding the eligibility of thirty (30) years of credited service, regardless of age; replacing age fifty-five (55) and thirty (30) years of service to age fifty-five (55) and twenty-five (25) years of service; providing for a savings clause; providing for severability; providing for codification and providing for an effective date

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

10.a TBO105 - Order granting/denying Special Exception application for Sexy Vape Smoke Shop to occupy space located at 6041 N. University Drive, Tamarac, Florida 33321 to allow for the use of a Vape/Smoke Shop, in the Mixed-Use Neighborhood (MU-N) zoning district, pursuant to the Table of Allowed Uses in Section 10-3.2 of the Tamarac Code of Ordinances.

10.b TBO106 - Order granting/denying Variance application for Sexy Vape Smoke Shop, 6041 N. University Drive, Tamarac, Florida 33321 seeking relief from Section 10-3.3(D)(15)(e)(i), Code of Ordinances, to reduce the required minimum separation distance from smoke shops, package liquor stores, and schools from one thousand (1,000) feet to three hundred twenty (320) feet.

11. OTHER

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:	October 28, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	South Florida Mental Wellness Summit & Expo Day Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_8319e5ba-f875-46bc-a764-80342a75110c_pdfa.pdf
SOUTH FLORIDA MENTAL WELLNESS SUMMIT & EXPO DAY.docx

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 10/28/26

Agenda Item Title:

Item Description:
South Florida Mental Wellness Summit & Expo Day

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
Michelle J. Gómez
Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, mental illness affects thoughts, feelings, behaviors, and general interaction with others and the stigma associated with mental illness must be addressed so that no one feels shame or disgrace in seeking help and treatment; and*

***WHEREAS**, in response to the need for self-care and identifying and treating mental illness, a grassroots effort was undertaken by the principal mental health providers in Broward County (including county/federal government, private sector, and nonprofit organizations), to join forces in a historic effort to increase awareness and education by holding a summit on October 22, 2026, open to the general public, featuring education, wellness experiences, and community connection; and*

***WHEREAS**, the second annual South Florida Mental Wellness Summit & Expo titled "Roadmap to Wellness", presented by Aetna and Bloom Connect Project, Inc., brings together the leading mental health providers in South Florida from county/federal government, private practice, nonprofits, and academia to discuss and examine the current issues relating to mental health in Broward County affecting all populations; and*

***WHEREAS**, everyone wanting to learn about mental health and issues facing our communities, whether they are a healthcare provider, first responder, community leader, business owner, elected official, or simply a concerned citizen, will be provided by the South Florida Mental Wellness Summit & Expo with information, tools, and a better understanding of the challenges affecting mental health; and*

***WHEREAS**, the City of Tamarac remains committed to raising awareness in order to combat the stigma and educate our community about Mental Wellness; and*

***NOW, THEREFORE,** I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, along with the Commission, encourage everyone to acknowledge the importance of mental wellness, and to strive to better understand the issues surrounding mental illness and the challenges facing those in our community who are affected, and do hereby proclaim October 22, 2026 in the City of Tamarac as:*

"SOUTH FLORIDA MENTAL WELLNESS SUMMIT & EXPO DAY"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 28th day of October 2026.*

Michelle J. Gómez, Mayor

TAMARAC
The City For Your Life

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 28, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	National Red Ribbon Week Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_67bea0b0-195c-4a2b-ab0d-e8175c60ff3e_pdfa.pdf
NATIONAL RED RIBBON WEEK.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 10/28/26

Agenda Item Title:

Item Description:
National Red Ribbon Week

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
Michelle J. Gómez
Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, communities across America have been plagued by the numerous problems associated with illicit drug use and those who traffic them; and*

***WHEREAS**, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and*

***WHEREAS**, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and*

***WHEREAS**, the red ribbon has been chosen as a symbol commemoration the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and*

***WHEREAS**, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and*

***WHEREAS**, October 23 through 31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment and embody this year's theme "Make a Difference. Be a Hero. Stay Drug Free."; and*

***NOW, THEREFORE,** I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, along with the Commission, urge all citizens to join me in the special observance and proclaim October 23rd through October 31st, 2026, in the City of Tamarac as:*

"NATIONAL RED RIBBON WEEK"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 28th day of October 2026.*

Michelle J. Gómez, Mayor

TAMARAC
The City For Your Life

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 28, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Code Compliance Officer Appreciation Month Proclamation *Requested by Kent Walia, Community Development Director*

ATTACHMENTS:
Code Compliance Officer Appreciation Proclamation.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Community Development Director Kent Walia

***WHEREAS**, the American Association of Code Enforcement (AACE) has October as National Code Compliance Awareness Month, providing an opportunity to recognize the work of code compliance officers and raise awareness of their role in protecting public safety and the welfare of the community; and*

***WHEREAS,** the strength of a community is reflected not only in the appearance of its neighborhoods, but also in the safety, stability, and quality of life enjoyed by those who call it home; and*

***WHEREAS**, the City of Tamarac's Community Development Department Code Compliance Division helps serve on the front lines of neighborhood preservation, addressing complex property conditions, responding to community concerns, and helping maintain the standards that make Tamarac a desirable place to live, work, and invest; and*

***WHEREAS**, their responsibilities extend far beyond traditional enforcement, encompassing public education, proactive neighborhood inspections, community engagement, and collaboration with other City departments, associations, and public safety agencies to resolve issues affecting residents and businesses; and*

***WHEREAS**, Code Compliance Officers regularly navigate challenging situations requiring sound judgment, patience, diplomacy, and compassion, balancing the responsibility to uphold City regulations with a commitment to helping property owners achieve voluntary compliance;*

***WHEREAS**, through their daily efforts, these dedicated professionals help safeguard property values, address conditions that threaten public health and safety, support neighborhood revitalization, and contribute to the long-term vitality of the City of Tamarac; and*

***WHEREAS**, the City of Tamarac proudly recognizes the professionalism, resilience, and often unseen contributions of its Code Compliance Officers, whose commitment to public service makes a meaningful difference throughout our community;*

***NOW, THEREFORE, I,** Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, along with the Commission, do hereby proclaim the month of October as "**CODE COMPLIANCE OFFICER APPRECIATION MONTH**" I urge all residents to join me in recognizing the outstanding contributions of our Code Enforcement Officers, and to express our gratitude for their unwavering commitment to maintaining the quality and safety of our beloved city.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 14th day of October, 2024.*

Michelle J. Gómez

Michelle J. Gómez, Mayor

TAMARAC
The City For Your Life

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Employee Service Awards:

5 YEARS
Marianella Bagnulo
Denise Coke
Arlene Walsh
Adolfo Evia
Beth-Ann Fraser

10 YEARS
Ann Marie Gordon
Jean-Yves Virgile
Corey McCall
Chevelle Crusan

15 YEARS
Scott Babcock
Rodney Smith

20 YEARS
Cynthia Natale
Michael Christopher
James Twigger

25 YEARS
Alisha Regits

30 YEARS
Sadhana Swaroop

ATTACHMENTS:
City Clerk Memo 10-28-26 Comm. Meeting.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT

TO: City Clerk **DATE:** October 5, 2026

FROM: Benefits Manager **RE:** Employee Service Awards
October 28, 2026, Commission Meeting

The following is a list of employees to be recognized at the City Commission Meeting scheduled for October 28, 2026.

SERVICE AWARDS

Employee Name	Job Title	Department	Length of Service
Marianella Bagnulo	Utility Billing Representative I	Finance	5 yrs
Denise Coke	Utility Billing Representative I	Finance	5 yrs
Arlene Walsh	Benefits and Risk Manager	Human Resources	5 yrs
Adolfo Evia	Chief Structural Inspector	Building	5 yrs
Beth-Ann Fraser	Recreation Assistant PT	Parks and Recreation	5 yrs
Ann Marie Gordon	Administrative Assistant	City Clerk	10 yrs
Jean-Yves Virgile	Firefighter Paramedic	Fire Rescue	10 yrs
Corey McCall	Utility Service Worker Crewleader	Public Services	10 yrs
Chevelle Crusan	Application Services Manager	Information Technology	10 yrs
Scott Babcock	Water Plant Operator A	Public Services	15 yrs
Rodney Smith	Mechanic II	Public Services	15 yrs
Cynthia Natale	Utility Billing Representative II	Finance	20 yrs
Michael Christopher	Utility Material Resource Coordinator	Public Services	20 yrs
James Twigger	Chief Information Officer	Information Technology	20 yrs
Alisha Regits	Captain Paramedic	Fire Rescue	25 yrs
Sadhana Swaroop	HR Support Specialist	Human Resources	30 yrs

Please feel free to call me if you have any questions.

Arlene M. Walsh

Arlene Walsh

cc: Human Resources Director
Assistant City Clerk

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Judith Henry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14437

AGENDA SECTION: CONSENT AGENDA

TITLE: TR14437 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the renewal of Stop Loss Insurance Coverage with Cigna for Plan Year 2027, beginning January 1, 2027, through December 31, 2027, at a Total Annual Premium of $930,468.71; authorizing the appropriate City Officials to execute the necessary documents; Providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Director of Human Resources recommends that the City Commission approves the renewal of the individual and aggregate Stop Loss Insurance with Cigna for January 1 through December 31, 2027, at the rates and terms summarized in Exhibit “A,” Stop Loss Insurance Rate Summary, and supported by Exhibit “B,” Cigna Stop Loss Renewal Proposal, at its October 28, 2026 meeting.

BACKGROUND: The City maintains Stop Loss insurance to protect its self-insured medical plan against unusually high claims. This coverage provides financial protection for eligible individual claims exceeding the $250,000 deductible and total eligible claims exceeding the policy’s annual aggregate threshold.

While the City’s claims experience has performed favorably, with no large claims exceeding the stop loss deductible through August 2026, the broader stop loss market continues to experience significant upward pricing pressure. Medical and pharmacy costs continue to rise, while the frequency and severity of catastrophic claims are increasing nationally, driven by areas such as oncology, specialty pharmacy, complex hospital care, and emerging gene and cell therapies.

Against this market backdrop, Lockton’s early renewal

negotiations with Cigna resulted in an overall increase of approximately 10.21%, below the 25% initially projected for budgeting purposes. The individual stop loss rate increases from $157.87 to $179.11 per employee per month, while the aggregate stop loss rate decreases from $22.07 to $19.20. These rates are paid entirely by the City for employer-sponsored stop loss insurance, which protects the City's self-insured medical plan against high claims. The increase does not affect employee medical insurance premiums or require any additional employee contributions.

The renewal continues individual and aggregate coverage for eligible medical and prescription claims and maintains the $250,000 individual deductible without adding higher deductibles for specific covered members ("lasers"). Annual maximums are unlimited, subject to the policy's terms. Aggregate coverage includes three months of terminal liability.

Exhibit "A" presents the stop loss rates, enrollment assumptions, estimated annual premiums and coverage terms. Exhibit "B" opens with a plain-language renewal summary informed by Lockton's renewal deck, followed by Cigna's individual proposal 99361, aggregate proposal 47745, and complete terms and conditions. These documents describe the coverage and pricing proposed for the January 1 through December 31, 2027 renewal. The Director of Human Resources recommends continuing this coverage with Cigna.

Any revisions after Commission approval will be limited to non-material administrative changes that do not increase the approved rates or materially alter coverage, subject to approval by the City Manager and City Attorney.

ISSUE: City Commission approval is needed to renew Cigna's Stop Loss Insurance with an overall premium increase of 10.21% for Plan Year 2027.

STRATEGIC GOALS: Goal #6: Tamarac is a Dynamic Workplace

ATTACHMENTS:

TR14437_Memo_Stop_Loss_2027_Revised10222026.docx.pdf
TR14437 Stop Loss Reso Revised 10222026.docx
TR14437_Exhibit_A_Stop_Loss_Insurance 10212026.xlsx
TR14437_Exhibit_B_Cigna_Renewal_102126.docx

Docusign Envelope ID: 4236186A-4BD7-8046-826C-7B077FD42F32

CITY OF TAMARAC
Interoffice Memorandum
Human Resources

To: **Levent Sucuoglu, City Manager**

From: **Danielle Durgan, Director of Human Resources**

Date: **October 15, 2026**

Re: **Cigna Stop Loss Insurance Renewal for Plan Year (PY) 2027**

Recommendation: The Director of Human Resources recommends that the City Commission approves the renewal of the individual and aggregate Stop Loss Insurance with Cigna for January 1 through December 31, 2027, at the rates and terms summarized in Exhibit "A," Stop Loss Insurance Rate Summary, and supported by Exhibit "B," Cigna Stop Loss Renewal Proposal, at its October 28, 2026 meeting.

Issue: City Commission approval is needed to renew Cigna's Stop Loss Insurance with an overall premium increase of 10.21% for Plan Year 2027.

Background: The City maintains Stop Loss insurance to protect its self-insured medical plan against unusually high claims. This coverage provides financial protection for eligible individual claims exceeding the $250,000 deductible and total eligible claims exceeding the policy's annual aggregate threshold.

While the City's claims experience has performed favorably, with no large claims exceeding the stop loss deductible through August 2026, the broader stop loss market continues to experience significant upward pricing pressure. Medical and pharmacy costs continue to rise, while the frequency and severity of catastrophic claims are increasing nationally, driven by areas such as oncology, specialty pharmacy, complex hospital care, and emerging gene and cell therapies.

Against this market backdrop, Lockton's early renewal negotiations with Cigna resulted in an overall increase of approximately 10.21%, below the 25% initially projected for budgeting purposes. The individual stop loss rate increases from $157.87 to $179.11 per employee per month, while the aggregate stop loss rate decreases from $22.07 to $19.20. These rates are paid entirely by the City for employer-sponsored stop loss insurance, which protects the City's self-insured medical plan against high claims. The increase does not affect employee medical insurance premiums or require any additional employee contributions.

The renewal continues individual and aggregate coverage for eligible medical and prescription claims and maintains the $250,000 individual deductible without adding higher deductibles for specific covered members ("lasers"). Annual maximums are unlimited, subject to the policy's terms. Aggregate coverage includes three months of terminal liability.

Docusign Envelope ID: 4236186A-4BD7-8046-826C-7B077FD42F32

Exhibit “A” presents the stop loss rates, enrollment assumptions, estimated annual premiums and coverage terms. Exhibit “B” opens with a plain-language renewal summary informed by Lockton’s renewal deck, followed by Cigna’s individual proposal 99361, aggregate proposal 47745, and complete terms and conditions. These documents describe the coverage and pricing proposed for the January 1 through December 31, 2027 renewal. The Director of Human Resources recommends continuing this coverage with Cigna.

Any revisions after Commission approval will be limited to non-material administrative changes that do not increase the approved rates or materially alter coverage, subject to approval by the City Manager and City Attorney.

Fiscal Impact:

The City’s adopted FY 2027 budget includes funding for stop loss insurance in the Health Insurance Fund (Fund 502). Based on 391 enrolled employees and retirees, estimated annual premiums are $840,381.84 for individual stop loss and $90,086.87 for aggregate stop loss, totaling $930,468.71. This is an increase of $86,190.23, or 10.21%, over current annual premiums of $844,278.48. Actual premiums vary with enrollment. Approval under TR 14437 concerns stop loss coverage only. Medical plan fees, design and medical premium rates remain unchanged for employees for PY 2027. Although the stop loss premium paid by the City is increasing, individual employees will not be impacted by this increase.

DocuSigned by:
Danielle Durgan
0CA9C2FA90F049E...
Danielle Durgan

cc: Priscilla Moxey, Director of Financial Services

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE RENEWAL OF STOP-LOSS INSURANCE COVERAGE WITH CIGNA FOR PLAN YEAR 2027, BEGINNING JANUARY 1, 2027, THROUGH DECEMBER 31, 2027, AT A TOTAL ANNUAL PREMIUM OF $930,468.71; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's health insurance was re-structured as a partially self-insured program effective January 1, 2013; and

WHEREAS, the City's benefits consultant, Lockton Companies, reviewed the City's claims experience and projected costs and negotiated an early renewal with Cigna for plan year 2027; and

WHEREAS, the proposed renewal maintains the $250,000 individual deductible and provides continued individual and aggregate Stop Loss coverage at an overall premium increase of approximately 10%; and

WHEREAS, after evaluation of the renewal terms with the assistance of Lockton Companies, Human Resources staff recommends continuing Stop Loss insurance with Cigna to maintain an appropriate level of financial protection for the City's self-insured health insurance program; and

WHEREAS, sufficient funds for Stop Loss insurance are included in the Health Insurance Fund (Fund 502) in the approved FY 2027 Budget; and

WHEREAS, the City Manager, the Director of Human Resources, and the Director of Financial Services recommend renewal of Cigna Stop Loss insurance for January 1 through December 31, 2027, at the rates and terms summarized in Exhibit "A," Stop Loss Insurance Rate Summary, and supported by Exhibit "B," Cigna Stop Loss Renewal Proposal; and

WHEREAS, the City Commission has deemed it to be in the best interest of the health, safety and welfare of citizens and residents of the City of Tamarac to renew the purchase of Stop Loss Insurance.

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

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

SECTION 2: The renewal with Cigna for individual and aggregate Stop Loss insurance for January 1 through December 31, 2027, at the rates and terms summarized in Exhibit "A" and supported by the renewal proposal in Exhibit "B," is approved. Estimated annual premiums total $930,468.71, based on 391 enrolled employees and retirees, with actual premiums varying with enrollment. Post-Commission revisions are limited to non-material administrative changes that do not increase the approved rates or materially alter coverage, subject to approval by the City Manager and City Attorney. The appropriate City officials are authorized to execute the renewal documents and expend funds in an

amount not to exceed budgeted funds, or as may be amended by the City Commission.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2026

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ _____
DIST 1: V/M BOLTON _____
DIST 2: COMM WRIGHT JR _____
DIST 3: COMM. PATTERSON _____

DIST 4: COMM DANIEL _____

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

_____
HANS OTTINOT
CITY ATTORNEY

Stop Loss Insurance

Cigna renewal effective January 1 through December 31, 2027

Coverage protects the City against eligible high medical and prescription claims. Employees do not

Individual Stop Loss		
Current monthly rate per enrollee		
2027 monthly rate per enrollee		
Enrolled employees and retirees		
Proposed Annual Individual Stop Loss		
* Pooling Point		$250,000.00
* Contract Type	Incurred in 12	
* Terminal Liability Run-Out Months	N/A	
* Renewal Rate Predictability Product	Renewal Advantage	
* Renewal Advantage Rate Cap		50.00%
* Lasers	None	
* Annual ISL Maximum	Unlimited	
* Rx Accumulation	Y	
* Commissions (Net or %)		0.00%

Aggregate Stop Loss		
Current monthly rate per enrollee		
2027 monthly rate per enrollee		
Enrolled employees and retirees		
Monthly Aggregate Factor (per EE)		
Proposed Annual Aggregate Stop Loss		
* Pooling Point		$250,000.00
* Corridor Amount		118.00%

* Contract Type	Paid in 12	
* Terminal Liability Run-Out Months		3
* Minimum Attachment Percentage		100.00%
* Illustrative Minimum Attachment Point		$8,948,898.16
* Annual Maximum	Unlimited	
* Rx Accumulation	Y	
* Commissions (Net or %)		0.00%
Current Total Annual Stop Loss		
Proposed Total Annual Stop Loss		

Source: Cigna Firm Renewal quote dated August 12, 2026; proposal IDs 99361 ISL / 47745 ASL. A

Legend and guide to the exhibit
OAPIN
HRA
HDHP
National OAP
Lives or enrollees
PEPM
Rx
Individual stop loss
Aggregate stop loss

Why several plan columns

t select stop-loss insurance.

OAPIN National OAP	HRA National OAP	HDHP National OAP	Total
$157.87	$157.87	$157.87	$740,726.04
$179.11	$179.11	$179.11	$840,381.84
219	161	11	391
$470,699.80	**$346,039.58**	**$23,642.46**	**$840,381.84**

OAPIN National OAP	HRA National OAP	HDHP National OAP	Total
$22.07	$22.07	$22.07	$103,552.44
$19.20	$19.20	$19.20	$90,086.87
219	161	11	391
$1,849.91	$1,980.27	$1,980.74	$8,948,898.16
$50,457.86	**$37,094.59**	**$2,534.41**	**$90,086.87**

	$844,278.48
	$930,468.71

Annual premiums use unrounded monthly rates × enrollment × 12. Actual premiums vary with enrollment.

Open Access Plus In-Network — the City's HMO medical plan, using Cigna's participating provider
Health Reimbursement Arrangement — a City-funded account that helps pay eligible medical expe high-deductible plan.
High Deductible Health Plan — a medical plan with a higher deductible that generally applies befor most benefits.
Cigna's national Open Access Plus provider network; this is a network designation in the carrier sch
Enrolled employees and retirees used to calculate premiums. The count does not include all covere
Per Employee Per Month — the monthly premium for each enrolled employee or retiree.
Prescription drugs.
Reimburses eligible claims above the $250,000 deductible for a covered person, subject to policy te
Reimburses eligible total plan claims above the annual aggregate threshold, subject to policy terms

The columns identify the medical plan categories in Cigna’s schedule. Stop-loss insurance protects an employee medical plan choice.

% Change
13.45%

% Change
-13.00%

10.21%

network.

nses under the

e the plan pays

nedule.

ed dependents.

erms.

.

the City; it is not

Exhibit B

Cigna Stop Loss Renewal Proposal

Commission Renewal Summary

January 1 through December 31, 2027

Requested action: Renew Cigna individual and aggregate stop loss insurance for the City's self-insured medical plan. Estimated annual premiums total $930,468.71, subject to enrollment.

What the City Is Renewing

Protection	How it works
Individual stop loss	Reimburses eligible medical and prescription claims above $250,000 for a covered person, subject to policy terms.
Aggregate stop loss	Reimburses eligible total plan claims above the annual aggregate threshold. The illustrative minimum attachment point is $8,948,898.16, subject to enrollment factors and policy terms.

Annual Premium Comparison

Coverage	Current annual premium	2027 annual premium
Individual stop loss	$740,726.04	$840,381.84
Aggregate stop loss	$103,552.44	$90,086.87
Total stop loss	$844,278.48	$930,468.71

Annual increase: $86,190.23 | 10.21% | Based on 391 enrolled employees and retirees.

Key Renewal Terms

The individual deductible remains $250,000, with no member-specific higher deductibles ("lasers"). The proposal lists unlimited annual maximums, subject to policy terms, and three months of aggregate terminal liability. Retirees over age 65 are excluded from individual stop loss under the carrier conditions.

Lockton's early renewal negotiations resulted in an overall premium increase of 10.21%. Medical plan design and medical premium funding remain unchanged. This Commission item concerns stop loss coverage only.

Cigna Stop Loss Renewal Proposal

Individual Stop Loss Proposal 99361

Client and policy period	Proposal information
City of Tamarac January 1 through December 31, 2027	Account 3336651 Opportunity OP-5740378

Firm quote | ISL Option 1

Coverage or pricing provision	Current	2027 renewal
Individual Pooling Point	$250,000.00	$250,000.00
Annual ISL Maximum	Unlimited	Unlimited
Renewal Predictability Option	Not shown	Renewal Advantage
Renewal Advantage Rate Cap %	Not shown	50.00%
Covered Benefits	Not shown	Medical/Rx
Contract Basis	incurred	Incurred in 12
Policy Period Months	Not shown	12
Terminal Liability Months	Not shown	-
Covered Employees	Not shown	391
Individual Premium (PEPM)	$157.87	$179.11
ISL Policy Year Premium	Not shown	$840,381.84
Renewal Increase	Not shown	13.45%
Commission (% or $ PEPM)	Not shown	-
Interface Fee, if applicable	Not shown	$4.00
Laser Applies?	Not shown	No

Check Selected Option: [blank in source] Initial Acceptance: _____

Monthly premiums are displayed to two decimals. Policy-year premiums reproduce the carrier amounts, rounded to cents. The source quote includes an interface fee “if applicable”; its applicability is governed by the carrier terms.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Product availability may vary by location and plan type and is subject to change.

Cigna Stop Loss Renewal Proposal

Aggregate Stop Loss Proposal 47745

Client and policy period	Proposal information	
City of Tamarac January 1 through December 31, 2027	Account 3336651 Opportunity OP-5740378	
Coverage or pricing provision	**Current**	**2027 renewal**
Individual Pooling Point	$250,000.00	$250,000.00
Contract Basis	paid in 12	Paid in 12
Run-in Months	Not shown	-
Policy Period Months	Not shown	12
Terminal Liability Months	Not shown	3
Corridor	118.00%	118.00%
Annual Maximum	Unlimited	Unlimited
Covered Benefits	Medical/Pharmacy	Medical/Rx
Includes Fixed Charges	Not shown	Yes
Aggregate Premium (PEPM)	$22.07	$19.20
Renewal Increase	Not shown	-13.00%
ASL Policy Year Premium	Not shown	$90,086.87
Commission %	Not shown	0.00%
Minimum Attachment Percentage	100.00%	100.00%
Illustrative Minimum Attachment Point	Not shown	$8,948,898.16

Monthly Deductible Factors per Enrolled Employee

Carrier rating plan	Enrollment	Monthly factor
Choice Fund HRA - Open Access Plus - National OAP (HRA)	161	$1,980.27
Trans OAP-In Network - National OAP (OAPIN)	219	$1,849.91
Trans Open Access Plus - National OAP (HDHP OAP)	11	$1,980.74

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Product availability may vary by location and plan type and is subject to change.

Cigna Stop Loss Renewal Proposal

Terms and Conditions

Presentation excerpt of the supplied Cigna renewal proposal. Sales contact and quote timing details have been omitted.

1. Coverage elected within the carrier's stated quote validity period requires no additional large claim reporting.

2. Cigna may revise or withdraw the ISL and/or ASL proposal(s) if there are changes in the benefit plan, or the addition or termination of a subsidiary, operation or class of employees, not otherwise accounted for during the Stop Loss underwriting process.

3. The stop loss quote assumes proposed plan of benefits and networks and is based on Cigna providing the administration of those underlying benefits.

4. The stop loss quote excludes all fund amounts for Cigna Choice Fund products (HRA/HSA) from projected claims and premium, as those amounts are strictly the liability of City of Tamarac.

5. In the event of material changes in the benefit plan or changes in legislation or regulation, Cigna may withdraw this proposal or revise the premium rates and/or coverage provisions with the revision(s) to become effective on the date such changes are effective.

6. The ISL Maximum represents the maximum payable under the stop loss policy.

7. Cigna may revise or withdraw this ISL proposal if the estimated number of Covered Persons for Stop Loss coverage, in total or in any covered plan differs more than 10% from the original estimated enrollment.

8. The covered employees, shown on the financial page, are based on the following distribution of employees in each plan:
OAPIN Split (SPLIT) = 219 Emps;
HRA Split (SPLIT) = 161 Emps;
HDHP Split (SPLIT) = 11 Emps;

9. Rates assume the Policy Period Months identified on the ISL proposal page.

10. Scenarios that do not include run in coverage reflect a discount assuming an immature contract and will have this discount fully removed from the rates in the subsequent year when the case is renewed on a paid (mature) basis. Renewal rates can also be expected to increase for stop loss leveraged trend each year.

11. The Individual Stop Loss Incurred contract covers claims incurred under the proposed contract basis regardless of the paid date.

12. If an employer carves out stop loss coverage, an additional data reporting interface fee will be charged to the employer and may vary depending on the frequency of reporting requested. Reporting information and support services are provided only after confidentiality agreements have been executed by the employer and stop loss insurer. The information provided by Cigna is based on paid-claim data only. Information is not provided for any incurred-but-not-paid claims or projected claims. In addition, information related to precertification, case management, course of treatment or prognosis will not be provided. Carving stop loss coverage out to a third party insurer is only available in our Over 500 business segment.

13. Retirees over age 65 are not included in the Individual Stop Loss coverage.

14. The renewal rate for the current stop loss pooling point, as identified on the ISL proposal page, is included. Medical trend is highly leveraged on stop loss and as such it is recommended that the pooling point is increased each year to keep the same proportional relationship between the underlying medical claims and the stop loss pooling point. Alternative pooling points and rates have been provided in this quote, other levels are available upon request.

15. This quote includes pricing for the Renewal Advantage feature, guaranteeing no new lasers upon renewal and an Individual Stop Loss renewal rate increase as shown in the ISL Proposal(s) (plus maturation, if applicable).

16. The quote assumes inclusion of Embarc Benefit Protection℠ as a feature of the underlying medical plan. If this program is not adopted, Cigna reserves the right to revise or withdraw this stop loss proposal(s).

17. The Aggregate Stop Loss quote assumes that Cigna is selected as the carrier for both Aggregate and Individual Stop Loss. If an alternate carrier is selected as the Individual Stop Loss carrier, the Aggregate Stop Loss quote will be withdrawn.

18. Any amounts in excess of the Aggregate Individual Deductible Limit will be excluded for Aggregate Stop Loss settlement purposes.

19. Unless otherwise indicated, the enrollment utilized in the calculation of the Minimum Attachment Point and Actual Attachment Point is based on a two month lag prior to the paid claim month. In the event this refers to a month prior to the Effective Date of the policy, the first policy month enrollment will be used.

20. This assumed maximum liability for the Aggregate Stop Loss under this contract is listed on the ASL proposal page(s).

21. For Aggregate Stop Loss in the year of termination a run out attachment point will be added to the greater of the minimum attachment point or the actual attachment point. The run out attachment point will be calculated at termination based on policy year claims and will incorporate standard reserve/maturation factors, run out period and corridor.

22. Any amounts between the Adjusted Individual pooling point chosen for the whole group and the Lasered pooling point will not accumulate towards the Aggregate Stop Loss Limit.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Product availability may vary by location and plan type and is subject to change.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Jason Campbell

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14441

AGENDA SECTION: CONSENT AGENDA

TITLE: TR14441 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid 26-40B to R2 Unified Technologies, LLC for new Cisco Systems Network Switches at a cost of $149,955.52; authorizing up to $100,000 in additional purchases from R2 Unified Technologies, LLC during FY2027, subject to the Tamarac Procurement Code and available funding; authorizing expenditures from the appropriate accounts, contract documents, and purchase orders; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Chief Information Officer recommends that the Mayor and City Commission award Bid 26-40B to R2 Unified Technologies, LLC, for the purchase of nine (9) new Cisco Catalyst 9350 network switches and two (2) new Cisco Catalyst 9200L network switches, including five (5) years of Cisco SMARTnet maintenance and support, at a total purchase cost of $149,955.52; and authorize additional purchases from R2 Unified Technologies, LLC of up to $100,000 during FY2027, subject to the Tamarac Procurement Code and availability of funding, at its October 28, 2026, meeting.

BACKGROUND: Technology is essential to the delivery of City services. The City depends on a reliable computer network to connect City facilities and support everyday operations, public safety-related services, communications, and security systems.

A network switch is a device that connects computers, telephones, security cameras, wireless access points, and other equipment so they can communicate with each other and access City systems. Similar to how roads and intersections connect different parts of a community,

network switches carry information between devices and facilities. As the City adds more connected devices, its network must be able to handle increasing demand.

Newer wireless access points (WAPs), security cameras, and other network equipment requires more electrical power than older switches can supply. Universal Power over Ethernet (UPOE) enables compatible switches to provide both data and higher levels of power through a single network cable, avoiding separate electrical connections. The City needs switches with UPOE-capable connections to support these newer devices, along with greater network speed and capacity.

This phase replaces the following eleven (11) network switches and addresses additional network capacity at City facilities:

- **City Hall IT Data Center**
  - 2 Cisco Systems 2960-X Network Switches Purchased in 2016

- **Broward Sheriff's Office (BSO) Tamarac District HQ**
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016

- **Community Center**
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016
  - 1 Dell PowerConnect Network Switch Purchased in 2010

- **Fire Station 15**
  - 3 Cisco Systems 2960-X Network Switches Purchased in 2016

- **Recreation Center**
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016
  - 1 Cisco Systems 3560 Network Switch Purchased in 2014

- **Water Treatment Plant**
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016

Cisco's End of Support date is the point at which the manufacturer stops providing support for a model. SMARTnet is a separate maintenance agreement that

provides covered technical assistance, eligible software updates, and hardware replacement services during its active term. Once an older model passes Cisco's final support date, the City may be unable to renew that coverage. Without manufacturer support, equipment failures can be harder to resolve, replacement parts may be more difficult to obtain, and security vulnerabilities may remain uncorrected.

The Cisco Systems Catalyst 3850 network switches reached Cisco's final End of Support date on October 31, 2025; their SMARTnet coverage expired on that date and could not be renewed. The Catalyst 2960-X switches are covered by existing SMARTnet agreements through October 31, 2027, which is also their listed End of Support date. The Cisco Systems Catalyst 3560 network switch reached Cisco's final End of Support date on May 31, 2021; their SMARTnet coverage expired on that date and could not be renewed. These dates underscore the importance of replacing aging equipment before a failure disrupts City operations.

The planned purchase includes the following eleven (11) switches:

- **City Hall IT Data Center**
  - 2 Cisco Systems 9350 Network Switches
- **Broward Sheriff's Office (BSO) Tamarac District HQ**
  - 1 Cisco Systems 9350 Network Switch
- **Community Center**
  - 1 Cisco Systems 9350 Network Switch
  - 1 Cisco Systems 9200L Network Switch
- **Fire Station 15**
  - 3 Cisco Systems 9350 Network Switches
- **Recreation Center**
  - 1 Cisco Systems 9350 Network Switch
  - 1 Cisco Systems 9200L Network Switch
- **Water Treatment Plant**
  - 1 Cisco Systems 9350 Network Switch

The proposed equipment will provide additional capacity and faster connections between major network components, with backbone speeds of up to 10 gigabits per second (10 Gbps) and a path to higher speeds where supported. The

new switches are expected to provide at least ten (10) years of useful service, subject to changing operational needs and manufacturer support schedules.

Switches removed during this project that remain functional may be kept as temporary spares or redeployed at lower-demand locations where higher bandwidth and UPOE capabilities are not required. Staff will evaluate each switch's condition, support status, and cybersecurity risk before reuse. This approach can extend the value of existing equipment and avoid unnecessary purchases without relying on unsupported switches for critical applications.

Additional network switches will be purchased separately as future needs and project schedules are determined, including a specialized fiber switch for City Hall, switches for upcoming parks, and secondary switches at City facilities that have been deferred pending decisions regarding the new Government Services Complex.

As part of its evaluation, Information Technology consulted Cisco engineers about the best replacement for the City's existing equipment. Cisco recommended its newer Catalyst 9350 series in place of the older Catalyst 9300 series. The Catalyst 9350 is designed to provide greater capacity and reliability while giving the City a longer anticipated manufacturer-supported product lifecycle.
This project was approved and funded in both the FY2026 and FY2027 Capital Maintenance Programs (CMP) budgets with a total available budget of $301,000:

- FY2026 Project IT26A $201,000
- FY2027 Project IT27A $100,000

Cisco Refresh is Cisco Systems' manufacturer-certified remanufactured equipment program, similar to purchasing a Certified Pre-Owned vehicle from an automobile manufacturer instead of purchasing a new vehicle. Previously owned equipment is inspected, reconditioned, thoroughly tested, and certified by Cisco Systems. Cisco Refresh equipment qualifies for the same manufacturer warranty and technical support options as comparable new equipment. This can provide savings in some situations, although it did not offer the best overall pricing for this purchase.

The proposed purchase includes five (5) years of Cisco SMARTnet maintenance and support coverage. SMARTnet is Cisco's manufacturer-backed support program and

provides access to technical experts, troubleshooting, eligible software and security updates, and hardware replacement services under the purchased service level. Including support with the equipment helps the City maintain reliable operations and respond more quickly to equipment problems during the first five years of use.

To obtain competitive pricing and evaluate long-term value, the City issued Invitation for Bid (IFB) 26-40B on July 21, 2026, with responses due August 20, 2026. The solicitation requested prices for both new and Cisco Refresh versions of the Catalyst 9300 and Catalyst 9350 switches, together with the required Catalyst 9200L switches and Cisco SMARTnet support. The solicitation is on file with the City Clerk's Office.

After reviewing the bids, staff determined that new Catalyst 9350 equipment offered the most favorable pricing among the responsive alternatives evaluated, while also providing the benefits of a newer-generation platform. The detailed vendor pricing and responsiveness determinations follow.

1. The City received eleven (11) vendor responses to the solicitation. The following table summarizes pricing submitted for Cisco Refresh (manufacturer-certified remanufactured) Catalyst 9300 and Catalyst 9350 equipment. Certain responses were disqualified or deemed nonresponsive, as noted below.

Vendor	**Refresh/Refurb 9300**	**Refresh/Refurb 9350**
SIRC	$130,839.88*	Not Submitting
ASIMER TECH LLC	$184,388.64	$187,486.35
Acadia Consultants LLC	$201,328.65	Not Submitting
Sterling	$205,483.36	Not Submitting
Blue Source Group Inc.	$205,581.71	$16,272.06
R2 Unified Technologies, LLC	$208,186.41	Not Submitting
vCloud Tech Inc.	$209,844.21	$1.30

Tech Advanced Computers, Inc.	$211,011.00	Not Submitting
Aztek Computers LLC	Disqualified*	Disqualified*
Mize Solutions LLC	Non-responsive**	Non-responsive**
vPrime Tech Inc	Non-responsive**	Non-responsive**

* *The proposer was disqualified due to the following:*
- SIRC submitted an incorrect/inaccurate bid which was missing the correct length of warranty requested
- Aztek Computers LLC were not identified as an authorized Cisco partner and/or reseller.

** *The proposer was deemed non-responsive due to the following:*
- Mize Solutions LLC and vPrime Tech LLC did not submit Refresh/Refurb Cisco Catalyst 9300 pricing.

2. The following table summarizes bids for the originally solicited quantities of ten (10) new Catalyst 9350 switches and three (3) new Catalyst 9200L switches, including the required support coverage. Certain responses were disqualified or deemed nonresponsive, as noted below.

Vendor	**New 9350 Equipment Total Cost**	**Ne Co**
R2 Unified Technologies, LLC	**$160,212.45**	$1
vCloud Tech Inc.	$174,223.90	$1
Acadia Consultants LLC	$185,424.10	$1
Sterling	$198,292.55	$1
Blue Source Group Inc.	$204,985.20	$2
Tech Advanced Computers, Inc.	$223,220.00	$1
ASIMER TECH LLC	$233,358.06	$1
Mize Solutions LLC	$244,943.05	$1
SIRC	$186,593.07	Nc
Aztek Computers LLC	Disqualified*	Di
vPrime Tech Inc.	Non-responsive**	Nc

* *The proposer was disqualified due to the following:*
- Aztek Computers LLC were not identified as an

authorized Cisco partner and/or reseller.

*** The proposer was deemed non-responsive due to the following:*

- SIRC, Inc. did not submit Cisco Catalyst 9200L pricing.
- vPrime Tech Inc. did not submit bids for the New Catalyst 9350.

Although the bid originally requested prices for ten (10) Catalyst 9350 switches and three (3) Catalyst 9200L switches, Information Technology reviewed the City's immediate needs and determined that nine (9) Catalyst 9350 switches and two (2) Catalyst 9200L switches would be sufficient for this phase (eleven (11) network switches total). Reducing the purchase by two switches lowers the cost while still meeting the current replacement and expansion requirements. The following comparison reflects the revised quantities.

Vendor	**New 9350 and 920**
R2 Unified Technologies, LLC	**$149,955.52**
vCloud Tech Inc.	$162,379.42
Acadia Consultants LLC	$172,933.64
Sterling	$183,504.90
Blue Source Group Inc.	$189,299.01
Tech Advanced Computers, Inc.	$211,706.00
ASIMER TECH LLC	$223,857.16
Mize Solutions LLC	$221,930.37
SIRC	$161,046.86
Aztek Computers LLC	Disqualified*
vPrime Tech Inc.	Non-responsive**

R2 Unified Technologies, LLC submitted the lowest responsive, responsible bid for the revised purchase quantities.

R2 Unified Technologies, LLC regularly bids on and quotes City technology purchases. Although no additional expenditures are presently anticipated, staff requests authorization for up to $100,000 in additional purchases from R2 during FY2027, should it be selected for other City needs. This would avoid returning to the Commission solely because of aggregate vendor spending. All purchases would remain subject to the Tamarac Procurement Code and available funding.

Accordingly, I recommend that the Mayor and City Commission award Bid 26-40B to R2 Unified Technologies, LLC and authorize the purchase of nine (9) new Cisco Catalyst 9350 switches and two (2) new Cisco Catalyst 9200L switches, including five (5) years of Cisco SMARTnet support, for a total of $149,955.52; and authorize up to $100,000 in additional purchases from R2 Unified Technologies, LLC during FY2027, subject to the Tamarac Procurement Code and availability of funding.

ISSUE:

The City needs to replace aging network equipment that has reached or is approaching the end of its manufacturer-supported life. These network switches are essential to connecting City computers, telephone systems, security cameras, and other technology used in daily operations. Replacing this equipment will help prevent service disruptions, strengthen cybersecurity, and ensure the City's network can reliably support current and future operational needs.

STRATEGIC GOALS:

Goal #5: Tamarac is Smart and Connected

ATTACHMENTS:

TR14441 Memo - Cisco Network Switches
TR14441 Resolution - Cisco Network Switches
TR14441 Exhibit 1 - R2 Unified Technology Proposal
TR14441 Backup 26-40B Cisco Network Switches - Bid Tab and Evaluation
TR14441 Backup 26-40B Cisco Network Switches - Bid Tab and Evaluation

City of Tamarac
Interoffice Memorandum
Information Technology

To:	**Levent Sucuoglu, City Manager**
Thru:	James Twigger, Chief Information Officer
Thru:	Jason Campbell, Deputy Chief Information Officer
From:	Daniel Ortiz, Network Infrastructure Manager
Date:	October 14, 2026
Re:	**TR 14441: Award of Bid 26-40B for the Purchase of Cisco Systems Network Switches**

Recommendation:

The Chief Information Officer recommends that the Mayor and City Commission award Bid 26-40B to R2 Unified Technologies, LLC, for the purchase of nine (9) new Cisco Catalyst 9350 network switches and two (2) new Cisco Catalyst 9200L network switches, including five (5) years of Cisco SMARTnet maintenance and support, at a total purchase cost of $149,955.52; and authorize additional purchases from R2 Unified Technologies, LLC of up to $100,000 during FY2027, subject to the Tamarac Procurement Code and availability of funding, at its October 28, 2026, meeting.

Issue:

The City needs to replace aging network equipment that has reached or is approaching the end of its manufacturer-supported life. These network switches are essential to connecting City computers, telephone systems, security cameras, and other technology used in daily operations. Replacing this equipment will help prevent service disruptions, strengthen cybersecurity, and ensure the City's network can reliably support current and future operational needs.

Background:

Technology is essential to the delivery of City services. The City depends on a reliable computer network to connect City facilities and support everyday operations, public safety-related services, communications, and security systems.

A network switch is a device that connects computers, telephones, security cameras, wireless access points, and other equipment so they can communicate with each other and access City systems. Similar to how roads and intersections connect different parts of a community, network switches carry information between devices and facilities. As the City adds more connected devices, its network must be able to handle increasing demand.

* Confidential and exempt pursuant to section 119.0725, F.S.

Newer wireless access points (WAPs), security cameras, and other network equipment requires more electrical power than older switches can supply. Universal Power over Ethernet (UPOE) enables compatible switches to provide both data and higher levels of power through a single network cable, avoiding separate electrical connections. The City needs switches with UPOE-capable connections to support these newer devices, along with greater network speed and capacity.

This phase replaces the following eleven (11) network switches and addresses additional network capacity at City facilities:

- City Hall IT Data Center
  - 2 Cisco Systems 2960-X Network Switches Purchased in 2016
- Broward Sheriff's Office (BSO) Tamarac District HQ
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016
- Community Center
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016
  - 1 Dell PowerConnect Network Switch Purchased in 2010
- Fire Station 15
  - 3 Cisco Systems 2960-X Network Switches Purchased in 2016
- Recreation Center
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016
  - 1 Cisco Systems 3560 Network Switch Purchased in 2014
- Water Treatment Plant
  - 1 Cisco Systems 3850 Network Switch Purchased in 2016

Cisco's End of Support date is the point at which the manufacturer stops providing support for a model. SMARTnet is a separate maintenance agreement that provides covered technical assistance, eligible software updates, and hardware replacement services during its active term. Once an older model passes Cisco's final support date, the City may be unable to renew that coverage. Without manufacturer support, equipment failures can be harder to resolve, replacement parts may be more difficult to obtain, and security vulnerabilities may remain uncorrected.

The Cisco Systems Catalyst 3850 network switches reached Cisco's final End of Support date on October 31, 2025; their SMARTnet coverage expired on that date and could not be renewed. The Catalyst 2960-X switches are covered by existing SMARTnet agreements through October 31, 2027, which is also their listed End of Support date. The Cisco Systems Catalyst 3560 network switch reached Cisco's final End of Support date on May 31, 2021; their SMARTnet coverage expired on that date and could not be renewed. These dates underscore the importance of replacing aging equipment before a failure disrupts City operations.

The planned purchase includes the following eleven (11) switches:

- City Hall IT Data Center
  - 2 Cisco Systems 9350 Network Switches
- Broward Sheriff's Office (BSO) Tamarac District HQ
  - 1 Cisco Systems 9350 Network Switch
- Community Center
  - 1 Cisco Systems 9350 Network Switch
  - 1 Cisco Systems 9200L Network Switch
- Fire Station 15
  - 3 Cisco Systems 9350 Network Switches
- Recreation Center
  - 1 Cisco Systems 9350 Network Switch
  - 1 Cisco Systems 9200L Network Switch
- Water Treatment Plant
  - 1 Cisco Systems 9350 Network Switch

The proposed equipment will provide additional capacity and faster connections between major network components, with backbone speeds of up to 10 gigabits per second (10 Gbps) and a path to higher speeds where supported. The new switches are expected to provide at least ten (10) years of useful service, subject to changing operational needs and manufacturer support schedules.

Switches removed during this project that remain functional may be kept as temporary spares or redeployed at lower-demand locations where higher bandwidth and UPOE capabilities are not required. Staff will evaluate each switch's condition, support status, and cybersecurity risk before reuse. This approach can extend the value of existing equipment and avoid unnecessary purchases without relying on unsupported switches for critical applications.

Additional network switches will be purchased separately as future needs and project schedules are determined, including a specialized fiber switch for City Hall, switches for upcoming parks, and secondary switches at City facilities that have been deferred pending decisions regarding the new Government Services Complex.

As part of its evaluation, Information Technology consulted Cisco engineers about the best replacement for the City's existing equipment. Cisco recommended its newer Catalyst 9350 series in place of the older Catalyst 9300 series. The Catalyst 9350 is designed to provide greater capacity and reliability while giving the City a longer anticipated manufacturer-supported product lifecycle.

This project was approved and funded in both the FY2026 and FY2027 Capital Maintenance Programs (CMP) budgets with a total available budget of $301,000:

- FY2026 Project IT26A $201,000
- FY2027 Project IT27A $100,000

Cisco Refresh is Cisco Systems' manufacturer-certified remanufactured equipment program, similar to purchasing a Certified Pre-Owned vehicle from an automobile manufacturer instead of purchasing a new vehicle. Previously owned equipment is inspected, reconditioned, thoroughly tested, and certified by Cisco Systems. Cisco Refresh equipment qualifies for the same manufacturer warranty and technical support options as comparable new equipment. This can provide savings in some situations, although it did not offer the best overall pricing for this purchase.

The proposed purchase includes five (5) years of Cisco SMARTnet maintenance and support coverage. SMARTnet is Cisco's manufacturer-backed support program and provides access to technical experts, troubleshooting, eligible software and security updates, and hardware replacement services under the purchased service level. Including support with the equipment helps the City maintain reliable operations and respond more quickly to equipment problems during the first five years of use.

To obtain competitive pricing and evaluate long-term value, the City issued Invitation for Bid (IFB) 26-40B on August 6, 2026, with responses due August 20, 2026. The solicitation requested prices for both new and Cisco Refresh versions of the Catalyst 9300 and Catalyst 9350 switches, together with the required Catalyst 9200L switches and Cisco SMARTnet support. The solicitation is on file with the City Clerk's Office.

After reviewing the bids, staff determined that new Catalyst 9350 equipment offered the most favorable pricing among the responsive alternatives evaluated, while also providing the benefits of a newer-generation platform. The detailed vendor pricing and responsiveness determinations follow.

1. The City received eleven (11) vendor responses to the solicitation. The following table summarizes pricing submitted for Cisco Refresh (manufacturer-certified remanufactured) Catalyst 9300 and Catalyst 9350 equipment. Certain responses were disqualified or deemed nonresponsive, as noted below.

Vendor	Refresh/Refurb 9300	Refresh/Refurb 9350
SIRC	$130,839.88*	Not Submitting
ASIMER TECH LLC	$184,388.64	$187,486.35
Acadia Consultants LLC	$201,328.65	Not Submitting
Sterling	$205,483.36	Not Submitting
Blue Source Group Inc.	$205,581.71	$16,272.06
R2 Unified Technologies, LLC	$208,186.41	Not Submitting
vCloud Tech Inc.	$209,844.21	$1.30
Tech Advanced Computers, Inc.	$211,011.00	Not Submitting

* Confidential and exempt pursuant to section 119.0725, F.S.

Aztek Computers LLC	Disqualified*	Disqualified*
Mize Solutions LLC	Non-responsive**	Non-responsive**
vPrime Tech Inc	Non-responsive**	Non-responsive**

** The proposer was disqualified due to the following:*

- *SIRC submitted an incorrect/inaccurate bid which was missing the correct length of warranty requested*
- *Aztek Computers LLC were not identified as an authorized Cisco partner and/or reseller.*

*** The proposer was deemed non-responsive due to the following:*

- *Mize Solutions LLC and vPrime Tech LLC did not submit Refresh/Refurb Cisco Catalyst 9300 pricing.*

2. The following table summarizes bids for the originally solicited quantities of ten (10) new Catalyst 9350 switches and three (3) new Catalyst 9200L switches, including the required support coverage. Certain responses were disqualified or deemed nonresponsive, as noted below.

Vendor	New 9350 Equipment Total Cost	New 9200L Total Cost	Equipment Total Cost
R2 Unified Technologies, LLC	**$160,212.45**	$15,649.44	**$175,861.89**
vCloud Tech Inc.	$174,223.90	$15,703.14	$189,927.04
Acadia Consultants LLC	$185,424.10	$16,729.11	$202,153.21
Sterling	$198,292.55	$16,805.52	$215,098.07
Blue Source Group Inc.	$204,985.20	$20,229.51	$225,214.71
Tech Advanced Computers, Inc.	$223,220.00	$15,501.00	$238,721.00
ASIMER TECH LLC	$233,358.06	$17,104.91	$250,462.97
Mize Solutions LLC	$244,943.05	$14,956.95	$259,900.00
SIRC	$186,593.07	Non-responsive**	$186,593.07
Aztek Computers LLC	Disqualified*	Disqualified*	Disqualified*
vPrime Tech Inc.	Non-responsive**	Non-responsive**	Non-responsive**

** The proposer was disqualified due to the following:*

- *Aztek Computers LLC were not identified as an authorized Cisco partner and/or reseller.*

*** The proposer was deemed non-responsive due to the following:*

- *SIRC, Inc. did not submit Cisco Catalyst 9200L pricing.*
- *vPrime Tech Inc. did not submit bids for the New Catalyst 9350.*

Although the bid originally requested prices for ten (10) Catalyst 9350 switches and three (3) Catalyst 9200L switches, Information Technology reviewed the City's immediate needs and determined that nine (9) Catalyst 9350 switches and two (2) Catalyst 9200L switches would be sufficient for this phase (eleven (11) network switches total). Reducing the purchase by two

switches lowers the cost while still meeting the current replacement and expansion requirements. The following comparison reflects the revised quantities.

Vendor	New 9350 and 9200L Equipment Total Cost
R2 Unified Technologies, LLC	**$149,955.52**
vCloud Tech Inc.	$162,379.42
Acadia Consultants LLC	$172,933.64
Sterling	$183,504.90
Blue Source Group Inc.	$189,299.01
Tech Advanced Computers, Inc.	$211,706.00
ASIMER TECH LLC	$223,857.16
Mize Solutions LLC	$221,930.37
SIRC	$161,046.86
Aztek Computers LLC	Disqualified*
vPrime Tech Inc.	Non-responsive**

R2 Unified Technologies, LLC submitted the lowest responsive, responsible bid for the revised purchase quantities.

R2 Unified Technologies, LLC regularly bids on and quotes City technology purchases. Although no additional expenditures are presently anticipated, staff requests authorization for up to $100,000 in additional purchases from R2 during FY2027, should it be selected for other City needs. This would avoid returning to the Commission solely because of aggregate vendor spending. All purchases would remain subject to the Tamarac Procurement Code and available funding.

Accordingly, I recommend that the Mayor and City Commission award Bid 26-40B to R2 Unified Technologies, LLC and authorize the purchase of nine (9) new Cisco Catalyst 9350 switches and two (2) new Cisco Catalyst 9200L switches, including five (5) years of Cisco SMARTnet support, for a total of $149,955.52; and the City Manager or designee is authorized to approve administrative changes, change orders, amendments, or addenda to the purchase authorized herein in accordance with the thresholds and provisions of Section 6-147 of the Tamarac Procurement Code. Any cumulative change exceeding the City Manager’s delegated approval authority shall require prior City Commission approval.

* Confidential and exempt pursuant to section 119.0725, F.S.

Fiscal Impact:

This project was approved and funded in both the FY2026 and FY2027 Capital Maintenance Programs (CMP) budgets with a total available budget of $301,000:

- FY2026 303-8100-513.64-01 Project IT26A $201,000
- FY2027 303-8100-513.64-01 Project IT27A $100,000

The total, non-recurring purchase price for eleven (11) new Cisco network switches, including five (5) years of Cisco SMARTnet maintenance and support, is $149,955.52. The purchase is within the combined $301,000 budget approved for the FY2026 and FY2027 Capital Maintenance Program projects identified above.

This item supports Strategic Goal #2 – Tamarac is Safe, and People Know It –, Strategic Goal #3 – Tamarac is Economically Resilient –, and Strategic Goal #5 – Tamarac is Smart and Connected –, utilizing technology to automate the delivery of services and information and better leveraging tax dollars.

Daniel Ortiz

CC: Priscilla Moxey, Director of Financial Services

* Confidential and exempt pursuant to section 119.0725, F.S.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID 26-40B TO R2 UNIFIED TECHNOLOGIES, LLC FOR NEW CISCO SYSTEMS NETWORK SWITCHES AT A COST OF $149,955.52; AUTHORIZING UP TO $100,000 IN ADDITIONAL PURCHASES FROM R2 UNIFIED TECHNOLOGIES, LLC DURING FY2027, SUBJECT TO THE TAMARAC PROCUREMENT CODE AND AVAILABLE FUNDING; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS, CONTRACT DOCUMENTS, AND PURCHASE ORDERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; 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, technology is one of the key components in the efficient delivery of City services, and the City's network infrastructure is critical to ensuring continued operations; and

WHEREAS, replacement is necessary to support continued operations and to alleviate issues related to increasing data/network traffic, use and capacity/performance requirements; and

* Confidential and exempt pursuant to section 119.0725, F.S.

WHEREAS, the City published Invitation for Bid (IFB) 26-40B to obtain bids from qualified firms for the purchase of eleven (11) Cisco Systems network switches, available on file with the City Clerk's Office; and

WHEREAS, quotes were requested for both new Cisco Systems network switches, as well as for Cisco Systems Refresh – a manufacturer-certified remanufactured equipment program – network switches of the same make/model if available; and

WHEREAS, although Cisco Refresh equipment may provide cost savings under certain circumstances, an evaluation determined that it did not offer the most competitive overall pricing for the City's current network infrastructure purchase; and

WHEREAS, eleven (11) proposals were received for the eleven (11) new Cisco Catalyst 9350 and 9200L network switches, with costs as indicated below:

Vendor	**Total Cost**
R2 Unified Technologies, LLC	**$149,955.52**
vCloud Tech Inc.	$162,379.42
Acadia Consultants LLC	$172,933.64
Sterling	$183,504.90
Blue Source Group Inc.	$189,299.01
Tech Advanced Computers, Inc.	$211,706.00
ASIMER TECH LLC	$223,857.16
Mize Solutions LLC	$221,930.37
SIRC	Non-responsive
Aztek Computers LLC	Disqualified
vPrime Tech Inc.	Non-responsive

; and

WHEREAS, the proposal from R2 Unified Technologies, LLC was deemed the lowest responsible and responsive bid for new Cisco Systems network switches; and

WHEREAS, funding is available in the Information Technology Capital Maintenance Program (CMP) budget; and

* Confidential and exempt pursuant to section 119.0725, F.S.

WHEREAS, it is the recommendation of the Chief Information Officer to award Bid 26-40B, and issue Purchase Orders, to R2 Unified Technologies, LLC for the purchase of new Cisco Systems network switches, for a total purchase cost of $149,955.52; and also authorize the appropriate City Officials to approve the purchase of additional new services and equipment from R2 Unified Technologies, LLC up to a total of $100,000, in accordance with the Tamarac Procurement Code, during the current fiscal year; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the residents, businesses, and visitors of the City to award Bid 26-40B, and issue Purchase Orders, to R2 Unified Technologies, LLC for the purchase of new Cisco Systems network switches, for a total purchase cost of $149,955.52; and also authorize the appropriate City Officials to approve the purchase of additional new services and equipment from R2 Unified Technologies, LLC up to a total of $100,000, in accordance with the Tamarac Procurement Code, during the current fiscal year.

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

Section 1: The foregoing recitals are true and correct and hereby adopted as the legislative and administrative findings of the City Commission; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2: The City Commission awards Bid 26-40B to R2 Unified Technologies, LLC for the purchase of new Cisco Systems network switches, for a total purchase cost of $149,955.52.

Section 3: The City Commission authorizes the appropriate City Officials to execute any associated contract documents and to issue required purchase orders.

* Confidential and exempt pursuant to section 119.0725, F.S.

Section 4: Funding is available for the purchase of new Cisco Systems network switches from the appropriate accounts.

Section 5: The City Manager or designee is authorized to approve administrative changes, change orders, amendments, or addenda to the purchase authorized herein in accordance with the thresholds and provisions of Section 6-147 of the Tamarac Procurement Code. Any cumulative change exceeding the City Manager's delegated approval authority shall require prior City Commission approval.

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

Section 7: 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

* Confidential and exempt pursuant to section 119.0725, F.S.

Section 8: This Resolution shall become effective immediately upon adoption.

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

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ: _____
DIST 1: V/M BOLTON _____
DIST 2: COMM. WRIGHT JR _____
DIST 3: COMM. PATTERSON _____
DIST 4: COMM. DANIEL _____

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

_____
HANS OTTINOT
CITY ATTORNEY

* Confidential and exempt pursuant to section 119.0725, F.S.

R2 Unified Technologies
980 N. Federal Highway
Suite 410
Boca Raton, FL 33432

Quote

Quote Number: R2UQ20281-

Expiration Date: Oct 30, 2026

Sold To	Ship To	Your Sales Rep
City of Tamarac Jason Campbell 10101 State Street Tamarac, Florida 33321 United States **Phone** 954-597-3900 **Fax**	**City of Tamarac** Jason Campbell 10101 State Street Tamarac, Florida 33321 United States **Phone** 954-597-3900 **Fax**	**david.bester** 561-939-6934 david.bester@r2ut.com

Here is the quote you requested.

Terms	P.O. Number	Ship Via
Net 20		

Line	Qty	Description	Unit Price	Ext. Price
1		**Cisco Catalyst 9350 48 Port mGig UPoE+ Switch - Cisco 8 Port 25G Network Module - Redundant Power Supply - 5 Years, Cisco DNA Advantage Licensing - 5 Years, 24x7x4 CX Level 1 SMARTnet Support**		
2	4	C9350-48HXN Cisco C9350 48-Port, 12xmGig+36x5G 90W UPoE+	$8,725.01	$34,900.04
3	4	CON-RO4-C93548HX RMA UPGRADE 24X7X4 CISCO C9350 48-PORT, 12XMGIG+36X5G 90W U	$5,031.25	$20,125.00
4	240	LIC-CS-AC1-L-A Cisco Switching Advantage Tier 1, Large	$75.36	$18,086.40
5	4	C9350-PWR-NONE No Secondary Power Supply Selected	$0.00	$0.00
6	4	C9350-PWR-BLANK Cisco C9350 power supply blank cover	$0.00	$0.00
7	4	C9350-SPWR-NONE No Stack Power Cable Selected	$0.00	$0.00
8	4	C9350-SSD-NONE No SSD Card Selected	$0.00	$0.00
9	4	SC9350UK9-261 Cisco C9350 IOS XE 26.1 K9 Universal Software Image	$0.00	$0.00
10	4	NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	$0.00	$0.00
11	12	C9350-FAN-I Cisco C9350 Port Inlet Fan Module	$0.00	$0.00
12	4	C9350-NM-8Y Cisco C9350 8 x 25G/10G/1G or 4x 50G SFP56 network module	$1,371.71	$5,486.84

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Line	Qty	Description	Unit Price	Ext. Price
13	4	C9350-OS-ADV Cisco C9350 OS Advantage	$0.73	$2.92
14	8	CAB-TA-NA North America AC Type A Power Cable	$0.00	$0.00
15	4	PWR-C2-850WAC-I 850W AC 80+ platinum Port-Inlet Power Supply	$0.00	$0.00
16	4	C9350-STACK-NONE No Stack Cable Selected	$0.00	$0.00
17	4	CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300	$0.00	$0.00
18	4	C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	$0.00	$0.00
19	4	C9350-RFID-NONE No RFID Selected	$0.00	$0.00
20	4	C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	$0.00	$0.00
21	4	C9350-HSEC U.S. Export Restriction Compliance license	$0.41	$1.64
22	4	PWR-C2-1600WAC-I/2 1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	$1,039.18	$4,156.72
23		**SubTotal**		$82,759.56
24		**Cisco C9350 48 Port UPoE Smart Switch - Cisco 8 Port 1/10/25GB Network Module - Redundant Power Supply - 5 Years, Cisco DNA Essentials Licensing - 5 Years, 24x7x4 CX Level 1 SMARTnet Support**		
25	5	C9350-48U Cisco C9350 48-port 60W UPoE	$6,924.81	$34,624.05
26	5	CON-RO4-C935048U RMA UPGRADE 24x7x4 Cisco 9350 48 Port 6	$0.00	$0.00
27	5	C9350-NM-8Y Cisco C9350 8 x 25G/10G/1G or 4x 50G SFP56 network module	$1,371.71	$6,858.55
28	300	LIC-CS-AC1-L-E Cisco Switching Essentials Tier 1, Large	$33.60	$10,080.00
29	5	C9350-SSD-NONE No SSD Card Selected	$0.00	$0.00
30	5	PWR-C2-850WAC-I 850W AC 80+ platinum Port-Inlet Power Supply	$0.00	$0.00
31	5	C9350-SPWR-NONE No Stack Power Cable Selected	$0.00	$0.00
32	15	C9350-FAN-I Cisco C9350 Port Inlet Fan Module	$0.00	$0.00
33	10	CAB-TA-NA North America AC Type A Power Cable	$0.00	$0.00

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Line	Qty	Description	Unit Price	Ext. Price
34	5	C9350-STACK-NONE No Stack Cable Selected	$0.00	$0.00
35	5	SC9350UK9-1718 Cisco C9350 IOS XE 17.18 K9 Universal Software Image	$0.00	$0.00
36	5	C9350-PWR-BLANK Cisco C9350 power supply blank cover	$0.00	$0.00
37	5	C9350-OS-ESS Cisco C9350 OS Essentials	$0.49	$2.45
38	5	NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	$0.00	$0.00
39	5	CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300	$0.00	$0.00
40	5	C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	$0.00	$0.00
41	5	C9350-HSEC U.S. Export Restriction Compliance license	$0.41	$2.05
42	5	C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	$0.00	$0.00
43	5	C9350-RFID-NONE No RFID Selected	$0.00	$0.00
44	5	PWR-C2-1600WAC-I/2 1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	$1,039.18	$5,195.90
45		**SubTotal**		$56,763.00
46	1	CISCO-NETWORK-SUB Cisco Networking Subscription	$0.00	$0.00
47	1	SVS-L0SPT-CN Cisco Network Product Support	$0.00	$0.00
48	4	LIC-SPACES-ADV-S Cisco Spaces Advantage for Cisco Switching Advantage License	$0.00	$0.00
49		**Cisco Catalyst 9200L 24 Port PoE+ Switch - 4 x 1GB Uplinks - Redundant Power Supply - 5 Years, Cisco DNA Essentials Licensing - 5 Years, 24x7x4 SMARTnet Support**		
50	2	C9200L-24P-4G-E Catalyst 9200L 24-port PoE+, 4 x 1G, Network Essentials	$1,575.82	$3,151.64
51	2	CON-SNTP-C920L24G SNTC-24X7X4 Catalyst 9200L 24-port PoE+, 4 x 1G, Net	$1,855.53	$3,711.06
52	2	C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	$0.00	$0.00
53	2	C9200L-DNA-E-24 C9200L Cisco DNA Essentials, 24-port Term license	$0.00	$0.00
54	2	C9200L-DNA-E-24-5Y C9200L Cisco DNA Essentials, 24-port, 5 Year Term license	$579.37	$1,158.74
55	2	C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	$0.00	$0.00

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Line	Qty	Description	Unit Price	Ext. Price
56	2	C9200L-NW-E-24 C9200L Network Essentials, 24-port license	$0.00	$0.00
57	2	PWR-C5-600WAC/2 600W AC Config 5 Power Supply - Secondary Power Supply	$1,205.76	$2,411.52
58	2	NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	$0.00	$0.00
59	2	CAB-TA-NA North America AC Type A Power Cable	$0.00	$0.00
60	4	C9200-STACK-BLANK Catalyst 9200 Blank Stack Module	$0.00	$0.00
61	2	CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300	$0.00	$0.00
62		**SubTotal**		$10,432.96

Please contact me if I can be of further assistance.

SubTotal	$149,955.52
Tax	**$0.00**
Est Std Shipping	$0.00
Total	**$149,955.52**

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

26-40B

Cisco Network Switches

Closing Date: Thursday, August 20, 2026

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
Mize Solutions LLC	Macon, Georgia	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $294,900.00 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $259,900.00 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
Blue Source Group Inc.	Olney, Maryland	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $268,690.11 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $225,214.71 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $205,581.71 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $16,272.06
Tech Advanced Computers, Inc.	Pensacola, Florida	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $275,702.00 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $238,721.00 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $211,011.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
Aztek Computers LLC	CARROLLTON, Texas	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $124,171.70 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
vCloud Tech Inc.	Rolling Hills Estates, California	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $222,767.59 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $189,927.04 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $209,844.21 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $1.30
ASIMER TECH LLC	Austin, Texas	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $261,363.36

			26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $250,462.97 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $184,388.64 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $187,486.35
SIRC	Washington, District of Columbia	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $205,759.16 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $186,593.07 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $130,839.88 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
Acadia Consultants LLC	Aldie, Virginia	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $236,883.61 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $202,153.21 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $201,328.65 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
vPrime Tech Inc	Houston, Texas	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $710,549.17 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $0.00 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
R2 Unified Technologies, LLC	BOCA RATON, Florida	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $214,641.54 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $175,861.89 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $208,186.41 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
Sterling	North Sioux City, South Dakota	Submission 1	26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $273,003.22 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $215,098.07 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $205,483.36 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date

26-40B

Cisco Network Switches

Closing Date: Thursday, August 20, 2026

Submission Summary

Vendor	City/Province
Mize Solutions LLC	Macon, Georgia
Blue Source Group Inc.	Olney, Maryland
Tech Advanced Computers, Inc.	Pensacola, Florida
Aztek Computers LLC	CARROLLTON, Texas

vCloud Tech Inc.	Rolling Hills Estates, California
ASIMER TECH LLC	Austin, Texas
SIRC	Washington, District of Columbia
Acadia Consultants LLC	Aldie, Virginia
vPrime Tech Inc	Houston, Texas
R2 Unified Technologies, LLC	BOCA RATON, Florida

Sterling	North Sioux City, South Dakota

Witness (Print Name)	*Signature*	*Date*

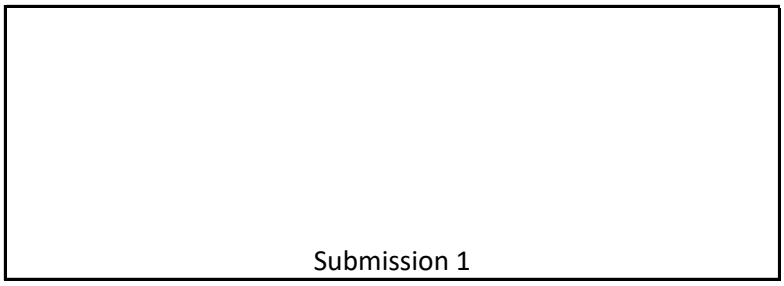
Witness (Print Name)	*Signature*	*Date*

Witness (Print Name)	*Signature*	*Date*

Submission Name

Submission 1
Submission 1
Submission 1
Submission 1

Submission 1
Submission 1
Submission 1
Submission 1
Submission 1
Submission 1


Submission 1

Unofficial Value or Notes

26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $294,900.00 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $259,900.00 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $268,690.11 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $225,214.71 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $205,581.71 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $16,272.06
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $275,702.00 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $238,721.00 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $211,011.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $124,171.70 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00

26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $222,767.59 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $189,927.04 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $209,844.21 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $1.30
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $261,363.36 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $250,462.97 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $184,388.64 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $187,486.35
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $205,759.16 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $186,593.07 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $130,839.88 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $236,883.61 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $202,153.21 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $201,328.65 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $710,549.17 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $0.00 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $0.00 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00
26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $214,641.54 26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $175,861.89 26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $208,186.41 26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00

26-40B - Bid Table 1 - NEW NETWORK SWITCHES (9300): $273,003.22
26-40B - Bid Table 2 - NEW NETWORK SWITCHES (9350): $215,098.07
26-40B - Bid Table 3 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9300): $205,483.36
26-40B - Bid Table 4 - CISCO REFRESH / REFURBISHED NETWORK SWITCHES (9350): $0.00

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Rocio Goode

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14446

AGENDA SECTION: CONSENT AGENDA

TITLE:

TR14446 - A Resolution of the City Commission of the City of Tamarac, Florida, requesting approval to purchase one (1) Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck from Ten-8 Fire & Safety LLC utilizing competitive procurement methods and a current agreements available for cooperative purchase at the time of purchase, including the Agreement awarded by Sourcewell Contract #082025-PMI, Specification A111; authorizing the appropriate City Officials to select, approve, and award the purchase of said vehicle; authorizing expenditures from the Fire-Rescue Fund in an amount not to exceed $1,899,752.00 from the appropriate accounts for vehicles; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Fire Chief and Financial Services Director recommend that the City Commission approve the purchase of one (1) Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck from Ten-8 Fire & Safety, LLC, for a total cost not to exceed $1,899,752.00, utilizing competitive procurement method and current Agreement available for cooperative purchases at the time of purchase including the Agreement awarded by Sourcewell Contract #082025-PMI, Specification A111.

Ten-8 Fire & Safety, LLC has been authorized to transact under Sourcewell Contract #082025-PMI, Specification A111; Proposal #1239 is attached hereto as Exhibit 1 as well as the supporting Sourcewell Contract Agreement, attached hereto as Exhibit 2.

BACKGROUND:

This purchase supports the City's apparatus replacement program by replacing the 2015 E-One Typhoon HP78 (Q371), enhancing aerial reach to address the community's evolving building heights and setbacks, and advancing fleet standardization to improve operational consistency, training, and maintenance. Given the estimated manufacturing and delivery timeline of 38–41 months, approval is necessary to ensure delivery in FY2030.

Fire Rescue Equipment, due to its heavy use and critical need for safety and reliability, requires timely vehicle replacement. The purchase of a new Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck is a replacement for a 2015 E-One Typhoon HP78 Aerial Ladder Fire Truck (Q371) that is nearing the end of its recommended time as a *front-line* unit and is included in the City of Tamarac Fire Rescue Capital Budget Vehicle Replacement plan.

The timeframe from purchase order to manufacture and delivery is approximately 38-41 months. Therefore, it is essential to authorize and approve the purchase order for the replacement vehicle.

After delivery of the new vehicle, Tamarac Fire Rescue Department plans to rotate the 2015 E-One Typhoon HP78 Aerial Ladder Fire Truck (Q371) from front-line daily service status to reserved status.

In order to expedite the purchase of the unit, the Tamarac Fire Rescue Department would propose we utilize competitive procurement methods and current Agreement available for cooperative purchases at the time of purchase including Agreement awarded by Sourcewell Contract #082025-PMI, Specification A111, attached hereto as Exhibit 2.

City of Tamarac Code §6-148 allows the Purchasing Officer the authority to waive purchasing procedures and purchase vehicles which is the subject of contracts with other governmental agencies.

Justification:

Ladder height: the ladder truck that we are recommending for purchase is to meet the needs of a growing community. Due to changes in City Land Development Code 10-2.2 and 10-2.3, Maximum building heights in the city have been increased to 70' in height. The City Commission also has the ability to waive height restrictions in the future to allow taller construction. There have been three recently proposed buildings in the City that are 6, 8, and 12 stories in height. With the proposed increased height of buildings and larger green spaces around buildings that provide a longer setback, a larger ladder truck would be needed to reach the upper floors and/or roof in an emergency. We must anticipate the needs of the Fire Department over the next decade as we are not scheduled to purchase another Aerial apparatus for replacement until FY2036.

Fleet Standardization: the Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck that we are recommending is built on the same platform and chassis as the 2024 Pierce 75' ladder truck that we currently operate which would help with Fleet Standardization. A standardized fleet helps with Emergency Operations, Training, and fleet maintenance. During Emergency Operations, it is important for all of our units to have nearly identical locations and types of equipment. When on scene of an emergency, each Firefighter must know where certain equipment is located on a truck. Having all our trucks set up in a similar fashion helps with those decisions during stressful times. Training becomes easier when teaching our new recruits as well as our existing members on the location of equipment and how to operate the apparatus with familiar layouts. The driving, pumping, and aerial ladder positioning can be very different between manufacturers. Fleet standardization also helps our fleet department in keeping in stock parts that can be used on multiple types of vehicles. Filters, batteries, fluids, wiring, and hoses can be very specific to each manufacturer. Keeping one single manufacturer helps to reduce the number of parts needed in stock and reduces the lead time for parts/ equipment.

Multi-role apparatus: the proposed aerial truck that we are recommending is a multi-purpose Quint which means that it

not only functions as a ladder truck but has the same functions as an Engine Company. The five (5) aspects of this truck that make it considered a Quint: fire pump, water tank, fire hose, full complement of ground ladders, and an Aerial ladder with waterway device.

EPA Changes: all manufacturers of fire apparatus are required to conform to the new 2027 EPA Emission standards. These standards reduce the harmful air pollutants that are in the engine emissions. The change in standards required that a new type of motor be installed in this fire truck, which increased the price by $40,000. The X10 engine has significant changes in electrical systems, structural design, and complex emissions aftertreatment. The total cost of ownership is lower with estimated 4% savings in fuel usage and filter designs that lower the need for replacement.

Service Center: TEN8 in Pompano Beach is the Service Center that we bring our trucks to for issues that cannot be fixed at our own fleet department or for warranty issues. The department has been very satisfied with the service that we have been getting at TEN8 Pompano over the last five years. In addition to the service center, they also have mobile mechanics that can come out to our Fleet Department to investigate issues, provide software updates, and advise on repairs needed. This helps to reduce the downtime of units that need repairs.

Recommendation:

The Fire Chief and Financial Services Director recommend the purchase of one (1) Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck from Ten-8 Fire & Safety LLC at a cost not to exceed $1,899,752.00. Ten-8 Fire & Safety LLC's Proposal #1239 is attached hereto as Exhibit 1.

The price is based on Sourcewell Contract #082025-PMI Specification A111 attached hereto as Exhibit 2 which is a cooperative purchasing program authorized under law that allows participating government entities to purchase goods

and services under pre-negotiated master agreements.

City Commission's authorization is capped at **$1,899,752.00**. Ten-8's proposal allows for potential chassis and inflation-related price adjustments, so any increase above the Commission-approved amount should require additional City Commission approval before acceptance.

ISSUE:

This purchase is consistent with the City's apparatus replacement program and will help maintain the safety, reliability, and operational readiness of Tamarac Fire Rescue's emergency response fleet. The proposed apparatus will replace the 2015 E-One Typhoon HP78 (Q371) and provide increased aerial reach to address the community's evolving development and emergency response needs. A price increase of 1.2%–1.5% is scheduled to take effect on November 1, 2026; however, the City's current price quote remains valid for 90 days from its issuance date of September 11, 2026. Approval and issuance of the purchase order within that quotation period will secure the quoted price of $1,899,752.00 and the estimated timeframe of 38–41-month manufacturing and delivery time in FY2030.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR14446-_MEMO_AERIAL_LADDER_FIRE_TRUCK_Q371_PURCHASE-10_22.docx
TR14446_RESO_AERIAL_APPARATUS_FIRE_EQUIPEMNT_PURCHASE-10-22.docx
EXHIBIT 1 - Pierce Enforcer 107' Ascendant Proposal.pdf
EXHIBIT 2 - Pierce Mfg. Contract 082025- Sourcewell.pdf

City of Tamarac
Interoffice Memorandum
Fire Rescue Department

To: **Levent Sucuoglu, City Manager**

Thru: **Priscilla Moxey, Financial Services Director**

From: **Jonathan Frasher, Fire Chief**

Date: **October 13, 2026**

Re: **TR #14446 – Purchase of Fire Equipment Vehicle**

Recommendation

The Fire Chief and Financial Services Director recommend that the City Commission approve the purchase of one (1) Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck from Ten-8 Fire & Safety, LLC, for a total cost not to exceed $1,899,752.00, utilizing competitive procurement method and current Agreement available for cooperative purchases at the time of purchase including the Agreement awarded by Sourcewell Contract #082025-PMI, Specification A111, at its October 28, 2026 meeting.

Issue

City Commission approval is necessary to issue a purchase order in the amount of $1,899,752.00 to secure a new Aerial Ladder Fire Truck for delivery in Fiscal Year 2030.

Background

Ten-8 Fire & Safety, LLC has been authorized to transact under Sourcewell Contract #082025-PMI, Specification A111; Proposal #1239 is attached hereto as Exhibit 1 as well as the supporting Sourcewell Contract Agreement, attached hereto as Exhibit 2.

This purchase supports the City's apparatus replacement program by replacing the 2015 E-One Typhoon HP78 (Q371), enhancing aerial reach to address the community's evolving building heights and setbacks, and advancing fleet standardization to improve operational consistency, training, and maintenance. Given the estimated manufacturing and delivery timeline of 38–41 months, approval is necessary to ensure delivery in FY2030.

Fire Rescue Equipment, due to its heavy use and critical need for safety and reliability, requires timely vehicle replacement. The purchase of a new Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck is a replacement for a 2015 E-One Typhoon HP78 Aerial Ladder Fire Truck (Q371) that is nearing the end of its recommended time as a *front-line* unit and is included in the City of Tamarac Fire Rescue Capital Budget Vehicle Replacement plan.

The timeframe from purchase order to manufacture and delivery is approximately 38-41 months. Therefore, it is essential to authorize and approve the purchase order for the replacement vehicle.

After delivery of the new vehicle, Tamarac Fire Rescue Department plans to rotate the 2015 E-One Typhoon HP78 Aerial Ladder Fire Truck (Q371) from front-line daily service status to reserved status.

In order to expedite the purchase of the unit, the Tamarac Fire Rescue Department would propose we utilize competitive procurement methods and current Agreement available for cooperative purchases at the time of purchase including Agreement awarded by Sourcewell Contract #082025-PMI, Specification A111, attached hereto as Exhibit 2.

City of Tamarac Code §6-148 allows the Purchasing Officer the authority to waive purchasing procedures and purchase vehicles which is the subject of contracts with other governmental agencies.

Justification:

Ladder height: the ladder truck that we are recommending for purchase is to meet the needs of a growing community. Due to changes in City Land Development Code 10-2.2 and 10-2.3, Maximum building heights in the city have been increased to 70' in height. The City Commission also has the ability to waive height restrictions in the future to allow taller construction. There have been three recently proposed buildings in the City that are 6, 8, and 12 stories in height. With the proposed increased height of buildings and larger green spaces around buildings that provide a longer setback, a larger ladder truck would be needed to reach the upper floors and/or roof in an emergency. We must anticipate the needs of the Fire Department over the next decade as we are not scheduled to purchase another Aerial apparatus for replacement until FY2036.

Fleet Standardization: the Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck that we are recommending is built on the same platform and chassis as the 2024 Pierce 75' ladder truck that we currently operate which would help with Fleet Standardization. A standardized fleet helps with Emergency Operations, Training, and fleet maintenance. During Emergency Operations, it is important for all of our units to have nearly identical locations and types of equipment. When on scene of an emergency, each Firefighter must know where certain equipment is located on a truck. Having all our trucks set up in a similar fashion helps with those decisions during stressful times. Training becomes easier when teaching our new recruits as well as our existing members on the location of equipment and how to operate the apparatus with familiar layouts. The driving, pumping, and aerial ladder positioning can be very different between manufacturers. Fleet standardization also helps our fleet department in keeping in stock parts that can be used on multiple types of vehicles. Filters, batteries, fluids, wiring, and hoses can be very specific to each manufacturer. Keeping one single manufacturer helps to reduce the number of parts needed in stock and reduces the lead time for parts/ equipment.

Multi-role apparatus: the proposed aerial truck that we are recommending is a multi-purpose Quint which means that it not only functions as a ladder truck but has the same functions as an Engine Company. The five (5) aspects of this truck that make it considered a Quint: fire pump, water tank, fire hose, full complement of ground ladders, and an Aerial ladder with waterway device.

EPA Changes: all manufacturers of fire apparatus are required to conform to the new 2027 EPA Emission standards. These standards reduce the harmful air pollutants that are in the engine emissions. The change in standards required that a new type of motor be installed in this fire truck, which increased the price by $40,000. The X10 engine has significant changes in electrical systems, structural design, and complex emissions aftertreatment. The total cost of

ownership is lower with estimated 4% savings in fuel usage and filter designs that lower the need for replacement.

Service Center: TEN8 in Pompano Beach is the Service Center that we bring our trucks to for issues that cannot be fixed at our own fleet department or for warranty issues. The department has been very satisfied with the service that we have been getting at TEN8 Pompano over the last five years. In addition to the service center, they also have mobile mechanics that can come out to our Fleet Department to investigate issues, provide software updates, and advise on repairs needed. This helps to reduce the downtime of units that need repairs.

Recommendation:

The Fire Chief and Financial Services Director recommend the purchase of one (1) Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck from Ten-8 Fire & Safety LLC at a cost not to exceed $1,899,752.00. Ten-8 Fire & Safety LLC's Proposal #1239 is attached hereto as Exhibit 1.

The price is based on Sourcewell Contract #082025-PMI Specification A111 attached hereto as Exhibit 2 which is a cooperative purchasing program authorized under law that allows participating government entities to purchase goods and services under pre-negotiated master agreements.

City Commission's authorization is capped at **$1,899,752.00**. Ten-8's proposal allows for potential chassis and inflation-related price adjustments, so any increase above the Commission-approved amount should require additional City Commission approval before acceptance.

Fiscal Impact

To date a cumulative total of $1,500,000 has been budgeted and is available in Project CV27F account #301-4520-522.64-05 Machinery & Equipment/ Motor Vehicles. A cumulative total of $400,000 will be added to Project CV27F to be included in the FY28 and/or FY29 Adopted Budgets.

The final payment will not be made until the equipment is delivered in FY 2030, which will occur after the full expense of the equipment has been appropriated and adopted during FY28 and FY29 Budgets. The vehicle is expected to be delivered in FY2030, between December 2029 and March 2030.

DESCRIPTION	Cost
Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck	**$1,899,752.00**
	$1,899,752.00

Available Budget / Future Funding

	Budget
Project Number CV27F allocated amount as of FY27	**$1,500,000**
FY28-FY29 (divided payments)	**$400,000**
Total Fire Rescue Equipment Budget	**$1,900,000**

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2026_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, REQUESTING APPROVAL TO PURCHASE ONE (1) PIERCE ENFORCER 107-FOOT ASCENDANT QUINT AERIAL LADDER FIRE TRUCK FROM TEN-8 FIRE & SAFETY LLC UTILIZING COMPETITIVE PROCUREMENT METHODS AND CURRENT AGREEMENT AVAILABLE FOR COOPERATIVE PURCHASE AT THE TIME OF PURCHASE, INCLUDING, THE AGREEMENT AWARDED BY SOURCEWELL CONTRACT #082025-PMI, SPECIFICATION A111, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SELECT, APPROVE, AND AWARD THE PURCHASE OF SAID VEHICLE AUTHORIZING EXPENDITURES FROM THE FIRE-RESCUE FUND IN AN AMOUNT NOT TO EXCEED $1,899,752.00 FROM THE APPROPRIATE ACCOUNTS FOR VEHICLES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City's apparatus replacement program and to maintain the safety, reliability, and operational readiness of Tamarac Fire Rescue's emergency response fleet a new Ladder Fire Truck is warranted; and

WHEREAS, the proposed purchase of a new Pierce Enforcer 107-foot Ascendant Quint Aerial Ladder Fire Truck will replace a 2015 E-One Typhoon HP78 Aerial Ladder Fire Truck (Q371) and provide increased aerial reach to address the community 's evolving development and emergency response needs; and

WHEREAS, Ten-8 Fire & Safety LLC Proposal #1239 attached hereto as Exhibit 1 will remain valid for 90 days from its issuance date of September 11, 2026, and

WHEREAS, authorization and approval of the purchase order will secure the vehicle delivery in FY2030 with an estimated timeframe of 38–41-month manufacturing, production and delivery time, and

WHEREAS, the issuance of a purchase order is necessary to secure the quoted price for a total cost not to exceed $1,899,752.00 per Sourcewell Contract #082025-PMI, Specification A111 which is attached hereto as Exhibit 2; and

WHEREAS, City of Tamarac Code, §6-148 allows the Purchasing Officer the authority to waive purchasing procedures and purchase vehicles which are the subject of contracts with other governmental agencies; and

WHEREAS, the Director of Financial Services, and the Fire Chief have determined that it is in the City's economic interests to purchase fire equipment as identified in Exhibit 1, utilizing current agreement available for cooperative purchase including, but not limited to the Agreement awarded by the Sourcewell Contract #082025-PMI, Specification A111; and

WHEREAS, a total of $1,500,000 has been budgeted and is available in Project CV27F Fire Account #301-4520-522.64-05 Machinery & Equipment/ Motor Vehicles; a cumulative total of $400,000 will be added to Project CV27F and will be included in the FY2028 and/or FY2029 Adopted Budgets; and

WHEREAS, the final payment for the purchase of one (1) Pierce Enforcer 107' Quint Ascendant Ladder Fire Truck will be due by the anticipated delivery date for a total cost not to exceed $1,899,752.00; and

WHEREAS, it is in the best interest of the City to authorize the appropriate City officials to select, approve, and award the most cost-effective procurement method utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase including, but not limited to, the Agreement awarded by the Sourcewell Contract #082025-PMI Specification A111; 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 that the appropriate City Officials be authorized to select, approve and award the cost-effective choice for new and replacement vehicle as identified in “Exhibit 1” be purchased utilizing competitive procurement methods and current agreement available for cooperative purchase, including the Agreement awarded by Sourcewell Contract #082025-PMI Specification A111.

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

SECTION 1: The foregoing ‘WHEREAS’ clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission of the City of Tamarac authorizes the purchase of fire equipment utilizing competitive procurement methods and current agreement available for cooperative purchase, at the time of purchase, including the Agreement awarded by Sourcewell Contract #082025-PMI Specification A111; authorizing an expenditure in an amount not to exceed $1,899,752.00, from the appropriate account. The appropriate City Officials are further authorized to execute all appropriate agreements and do all things necessary to effectuate this Resolution.

SECTION 3: The City Commission authorizes the appropriate City Officials to execute any associated contract documents and to issue required purchase orders.

SECTION 4: The City Manager or designee is hereby authorized to approve and initiate change orders as well as contract amendments/addendums in amounts not to exceed $1,899,752.00 per section 6-147 of the City Code.

SECTION 5: That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: 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 7: This Resolution shall become effective immediately upon its passage and adoption.

The remainder of this page is intentionally left blank

PASSED, ADOPTED AND APPROVED this_____day of_____ , 2026.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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 THIS CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

Equipment Proposal

Proposal # 1239

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: September 11, 2026 **Customer: Tamarac Fire Rescue**

Customer Address: 5000 Hiatus Road Tamarac, FL 33321

Qty	Product Description & Options	Price
1	**Pierce Enforcer 107' Ascendant Ladder Truck** **Price for unit based on utilizing Sourcewell Contract 082025-PMI Specification A111 plus customer added options.**	**$1,899,752.00**
	Total:	**$1,899,752.00**

** Pricing is subject to change as follows:

(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.

(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 38-**41**(months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other:

Unless accepted within **90** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer:

By: _____

Title:_____

Print:_____

Date: _____

Ten-8 Fire & Safety, LLC

By: Jeff Calcutt

Title: **Authorized Sales Representative**

Print: **Jeff Calcutt**

Date: **9/11/2026**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

    a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9

MASTER AGREEMENT # 082025
CATEGORY: Firefighting Apparatus and Fire Service Vehicles
SUPPLIER: Pierce Manufacturing Inc. an Oshkosh Corporation Business

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pierce Manufacturing Inc. an Oshkosh Corporation Business, 2600 American Drive, Appleton, WI 54914 (Supplier), as well as Supplier's divisions, Oshkosh Airport Products and Frontline Communications, as defined in the Proposal.

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement shall have in initial term which begins on February 6th, 2026, and ends with an approximate four (4) year term, on December 8, 2029 (the "Initial Term") unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the Initial Term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
   a. **Category 1**: **Structural Apparatus and Comprehensive Solutions,** including, but not limited to:
      i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
      ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
      iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
      iv. **Category 1** responders ***MAY*** include ***complementary*** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables, as well as pricing documentation included on the Sourcewell/Pierce website landing page) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the base prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Force Majeure. Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party with prompt written notice of the default.

16) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

17) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative (named in Supplier's Proposal) to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, Participating Entity issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9
Oshkosh Corporation Classification - Restricted

d) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell or Supplier may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the such party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Lead-times due to global supply chain constraints, any delivery date on the customer contract is a good faith estimate as of the date of the order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number. All Participating Entity orders under this Agreement must be issued prior to expiration or cancellation of this Agreement; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Agreement.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Pierce Manufacturing Inc. an Oshkosh Corporation Business
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Dan Meyer C51EE38204A549E...
By: _____	By: _____
Jeremy Schwartz	Daniel M. Meyer
Title: Chief Procurement Officer	Title: Vice President Sales
Date: 1/6/2026 | 6:06 PM CST	Date: 1/6/2026 | 11:59 AM CST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	Pierce Manufacturing Inc.
Does your company conduct business under any other name? If yes, please state:	Wisconsin
Address:	2600 American Drive Appleton, WI 54914
Contact:	Carol Frank
Email:	cfrank@piercemfg.com
Phone:	920-832-3218
Fax:	920-832-3218
HST#:	39-0139830

Submission Details

Created On:	Wednesday July 02, 2025 10:01:48
Submitted On:	Wednesday August 20, 2025 09:26:00
Submitted By:	Carol Frank
Email:	cfrank@piercemfg.com
Transaction #:	82194105-5db9-4957-ab71-f81862bbbd65
Submitter's IP Address:	147.243.245.174

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Pierce Manufacturing Inc., an Oshkosh Corporation Business.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	In the event of award, Pierce Manufacturing Inc., an Oshkosh Corporation Business, will execute the master agreement with Sourcewell. Divisions of Pierce that will offer and deliver Solutions through the contract, include: Oshkosh Airport Products, a division of Pierce Manufacturing Inc., an Oshkosh Corporation Business Frontline Communications, a division of Pierce Manufacturing Inc., an Oshkosh Corporation Business Authorized Pierce dealers will offer delivery of product directly to end customer/Sourcewell member, in addition to contracting directly with the end customer, referencing the Pierce Master Sourcewell agreement. Occasional orders may be direct from Pierce, Oshkosh Airport, and from Frontline direct to end customer.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	04664	*
5	Provide your NAICS code applicable to Solutions proposed.	336120	
6	Proposer Physical Address:	Pierce Manufacturing Inc. an Oshkosh Corporation Business 2600 American Drive Appleton, WI 54914 Oshkosh Airport Products a division of Pierce Manufacturing Inc. an Oshkosh Corporation Business 1515 County Road O Neenah, WI 54956 Frontline Communications a division of Pierce Manufacturing Inc. an Oshkosh Corporation Business 12770 44th Street N Clearwater, FL 33762"	*
7	Proposer website address (or addresses):	https://www.oshkoshcorp.com https://www.piercemfg.com https://www.frontlinecomm.com https://www.oshkoshairport.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Daniel M. Meyer Title: Vice President, Sales Address: 2600 American Drive, Appleton, WI 54914 Email: dmeyer@piercemfg.com 920-832-3000	*

9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Carol Frank Sales Operations, Contract Administrator 2600 American Drive, Appleton, WI 54914 Email: cfrank@piercemfg.com | Phone: 920-832-3218	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Robert W. Schultz Title: President Address: 2600 American Dr., Appleton, WI 54914 Email: N/A Phone: 920-832-3000	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Parent Company History: please reference this link for a full description of the Parent Company history: https://www.oshkoshcorp.com/story/history Please also see attached Pierce-History brochure. The Parent Company, Oshkosh Corporation, is a publicly traded company and has three reportable segments: Access, Vocational and Transport, with Vocational being the primary focus of this proposal. The Vocational segment includes the Pierce Manufacturing Inc., Maxi-Metal, AeroTech, Oshkosh Airport Products, McNeilus, IMT, Frontline Communcations and Oshkosh S-Series businesses. The Pierce and Maxi-Metal businesses design and manufacture commercial and custom fire apparatus. AeroTech designs and manufacturers airport ground support equipment and gate equipment and provides baggage and facility airport services. Oshkosh Airport Products designs and manufactures aircraft rescue and firefighting (ARFF) vehicles. McNeilus designs and manufactures refuse and recycling collection vehicles and components. The segment also includes IMT-branded field service vehicles and truck-mounted cranes, Frontline Communications-branded simulators, command vehicles and other communication vehicles and Oshkosh S-Series front-discharge concrete mixer vehicles. Vocational segment sales are made primarily to municipal and commercial customers in the Americas. Core Values: Our purpose is making a difference in people's lives. Our core values provide the foundation for how we live our purpose and ensure an ethical and People First Culture. They signal who we are and how we behave as a company and as individuals. We hold ourselves to these standards in every interaction—with fellow team members, customers, suppliers, shareholders and in our communities. We put people first We treat people how they need to be treated. We keep people safe, within our walls and those using our products. We care for the emotional, physical and financial wellbeing of our people. We celebrate what makes each of us unique. We value others' words and ideas. We respect the impact we have on each other, on the people we serve and in communities around the world. We do the right thing We do the right thing, the right way, for the right reasons. We take responsibility for our actions. We speak up and share our thoughts and concerns. We keep our promises. We respect our environment, both where we work and the planet we rely on. We persevere We push the bounds of technology and engineering to bring value to our customers and those who count on us. We challenge the impossible to make a difference every day. We are courageous and steadfast. We strive to overcome obstacles and achieve our goals. We are better together We welcome ideas different from our own. We rely on diversity to drive innovation. We create an inclusive, empowering environment for all. We work together across geographies, platforms, business units and functions to help our company reach its fullest potential. Business Philosophy Our business strategy is grounded in the company's purpose of making a difference in the lives of the people in our communities who do tough work. The strategy is reflected in three simple words: innovate, serve and advance. The company innovates customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. The company is developing and integrating advanced technologies to expand production output, improve profit margins and fulfill its purpose in areas such as electrification, autonomy and connected products. The company serves and supports customers with relentless focus throughout the product lifecycle. The company believes that lifecycle services provide a robust growth opportunity while offering stability throughout business cycles. The company advances by expanding into new markets and geographies to move the world forward. The company expects to continue to grow globally and expand into new categories both organically, and inorganically through acquisitions. Business Longevity: Pierce was founded in 1913. Please refer to the Pierce Timeline in the Attached Pierce-History brochure

12	What are your company's expectations in the event of an award?	In the event of award, Pierce Manufacturing Inc. would contemplate a multi-year agreement with Sourcewell, and promote internally, with the associated benefits through a proven cooperative. The promotion of benefits of award, would entail continuous training to the 19 authorized dealerships on how best to incorporate the Sourcewell agreement into their sales strategies in hopes of gaining increased sales and an understanding of what is best for their customers. Additionally, we will encourage Sourcewell-led workshops and training to assist with how best to effectively leverage the Sourcewell agreement to continue to grow our business.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Pierce Manufacturing Inc. is a wholly owned subsidiary of Oshkosh Corporation. Oshkosh Corporation is a publicly traded company, under Trading Symbol OSK under the New York Stock Exchange The company delivered another successful year in 2024, demonstrating significant progress in its strategy to drive meaningful growth across the company's businesses and to position themselves for long-term success and shareholder value creation. Net sales grew in each of the segments during the year, led by the Vocational segment. Please see the attached SEC Filings, demonstrating to be financially sound. Please also see the attached D&B Report for Oshkosh Corporation.	*
14	What is your US market share for the Solutions that you are proposing?	Market share information is often found in the "Industry at a Glance," "Competitive Landscape," or "Major Companies" sections of industry reports, which may be included in a company's annual report. These sections might also be referred to as "Key Players" or "Key Competitors". Through Pierce and Maxi-Metal, the Company is a leading North American designer and manufacturer of fire apparatus assembled on both commercially available and custom chassis, designed and manufactured to meet the demanding requirements of firefighters. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Vocational offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platforms, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Through Oshkosh Airport Products, the Company is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly-specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve airports worldwide, with recent deliveries to airports in Latin America, the Middle East, the United Kingdom and China. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market. Through its Frontline Communications business, the Company is a leading manufacturer, system designer and integrator of command trucks and Oshkosh Specialty Vehicles-branded military simulator shelters and trailers. The Company's vehicles have supported disaster relief efforts for FEMA and everyday incident response for federal and local law enforcement, emergency management agencies and fire departments.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our 3 Canadian dealers do sell through our Sourcewell agreement and we report those sales as "Canada" sales, since the member/customer number we have to report, is found on the Sourcewell Canadian website (Canoe Procurement)	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Pierce and Oshkosh Airport are best described as a (b) a manufacturer. Our products are supported and sold by authorized dealers throughout the U.S. and Canada. The Pierce Dealer network consists of 16 U.S. based dealers and 3 Canadian based dealers. Each dealer has been contracted for designated, awarded territories, enabling them to service local fire departments and municipal government officials. The professional sales network consists of more than 300 sales representatives in the U.S. and Canada that are dedicated to provide first responders with the highest quality apparatus. Pierce also offers local parts and service capabilities through our dealer network, to help municipalities maintain peak readiness for this vital municipal service. Oshkosh Airport Products offers both direct sales throughout the U.S. and International markets, as well as sales through a majority of the same authorized Pierce dealer network. Frontline Communications offers sales throughout the U.S. through the same authorized Pierce dealer network.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Pierce has obtained and maintains all appropriate licenses for sales, manufacturing, motor vehicles, and dealer licenses in accordance with state laws. The Pierce dealer network has independent licenses as required by law in the state in which they sell. Oshkosh Airport and Frontline Communication licenses would be under Pierce. Pierce products are manufactured in accordance to all relevant codes, standards and industry best practices. We hold our vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on supplier quality audit performed by Oshkosh Corporation supplier quality. Pierce Manufacturing Inc., including Frontline Communications are ISO 9001:2015. Certification recertified April 2025. In addition, Oshkosh Airport is ISO 14001 certified.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Pierce Manufacturing Inc. has not had suspension or debarment that applies within the past 10 years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	* Pierce Volterra Electric Fire Truck Named 'Coolest Thing Made in Wisconsin 2022' * Pierce has been recognized for our work with Veterans with the Seven Seals Award for meritous leadership and initiative in support of men and women of the National Guard and Reserve. * Oshkosh Corporation Earns 2025 Military Friendly Employer Designation: https://www.oshkoshcorp.com/news/2024/11-11-24-military-friendly-employer * Oshkosh Corporation (NYSE: OSK), a leading innovator of purpose-built vehicles and equipment, today announced that it has earned the 2025 Military Friendly® Employer designation. This marks the 14th consecutive year that Oshkosh Corporation has been recognized for its commitment to creating meaningful career opportunities for veterans and their spouses, helping to enrich their lives and support their futures. * National Extraordinary Employer Support Award: https://www.oshkoshcorp.com/blog/2025/05-30-25-extraordinary-employer-support-award * Dana Earns an Automotive News PACE Award for Multi-mode, Power-split Transmission System - The Pierce Volterra pumper technology consists of a proprietary Oshkosh Corporation patented parallel-electric drive train featuring an electro-mechanical infinitely variable transmission which allows zero-emissions operation when powered by the integrated onboard batteries. * Pierce Volterra Electric Fire Truck Wins a Popular Science 2022 'Best of What's New Award' * Pierce was recognized with the Focus on Energy 2020 Energy Efficiency Excellence Award. * Oshkosh Corporation Recognized as One of the World's Most Ethical Companies for Tenth Consecutive Year on March 11, 2025 * CESA 6 Your Apprenticeship Career Pathways Excellence Award: Acknowledged for commitment to the Youth Apprenticeship Program and providing diverse career opportunities.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Oshkosh Corporation maintains meaningful relationships with various governmental sectors throughout the organization. Since we are a publicly traded company, the information available is not inclusive of customer specific sales detail.	*
22	What percentage of your sales are to the education sector in the past three years?	Pierce and Oshkosh Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools or Fire Training Schools. The market for our products in these groups is limited. Frontline products generally do not apply to the education sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Pierce is currently contracted with four national cooperatives and five state-level cooperatives. Contracts shown with an asterisk include Oshkosh Airport products. National: Sourcewell*; H-GAC*; NPPGov* and NASPO State-Level: LaMas, BuyBoard, Florida Sheriff's Association*; Ohio Buys* and Costars As a publicly traded company we are unable to provide specific figures, but a substantial amount of our sales are derived through cooperatives.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pierce currently is contracted with GSA (General Services Administration) under contract GS30F021DA. We are unable to provide annual sales volume.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Oklahoma City	Brent Pierce	405-627-2088	*
Rockford Illinois	Chief Matt Cordonnier	779-500-6533	*
Minneapolis, MN Airport Commission	Kevin Taaffe A.M.F.	507-838-1036	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Pierce Manufacturing Inc. sales force is well represented throughout all 50 U.S. states and all Canadian provinces/territories, and the Sourcewell and Canoe Procurement participating members are represented by the authorized dealer network. The sales force supports customer requests, trade shows, warranties, customer bids and the management and configuration of the truck order. There are more than 300 sales representatives in the U.S. and Canada dedicated to provide the highest quality apparatus to the Sourcewell Members. In addition, the sales force is comprised of legacy tenure and new generations. Many of our sales representatives have past history within the fire industry. The network of sales providers includes a Pierce internal sales team and a dealer network. The internal sales force is led by the VP of Sales and Sr. Director of Dealer Development. There are 5 Regional Vice Presidents, one of which manages Canadian sales. Frontline Communications and Oshkosh Airport are represented by 2 Regional sales leaders. Direct sales, covering government sales, are represented with 2 employees. The internal sales team collaborates with multiple departments within Pierce, including finance, order management, graphics, marketing, truck owner teams, to name a few, ensuring a successful and quality build and delivery to the dealer network. Both the internal sales and dealer network are well versed in cooperative purchasing processes.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As previously noted, Pierce is well equipped to serve all Sourcewell Members under this agreement, via an expansive authorized dealer network. The dealer network is comprised of 16 U.S. based dealers and 3 Canadian based dealers. Each dealer has been contracted for designated, awarded territories, enabling them to service local fire departments and municpal government officials. Oshkosh Airport serves the Sourcewell Members through authorized dealers in addition to selling direct, The Oshkosh dealer network is the largest in the airport industry, with highly skilled professionals trained for ARFF. The airport dealer network is comprised of 12 U.S. based dealers (one being a parts/service agreement) and 2 Canadian based dealers. Each dealer has been contracted for designated, awarded territories, enabling them to service their local airports. Frontline Commnication delivers their Solutions through the Pierce Authorized Dealer network. Refer to attached Dealership Territories Map.pdf, and Authorized Dealer Listing.pdf in the additional documents folder.	*
28	Service force.	Pierce and its dealer network offer a wide variety of Aftermarket services to assist customers with the maintenance of their Pierce branded products. The dealer network has over 950 technicians and 127 service locations to assist the Sourcewell member.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Given the customization of Pierce products, a custom built truck builder software called Pulse, is used throughout the ordering process. The initial sale is completed between the end customer (Sourcewell member) and the authorized dealer. Within the software, the dealer will choose among multiple custom options to build the truck, one of which is the Sourcewell consortium option, to configure to the customers specifications. The Pulse system is used throughout the supply chain from order to final shipment. The software is supported with internal Pierce communication tools such as workflow, online scheduling, build status and a complete truck library allowing the dealer to accurately communicate details to the end customer and coordinate with internal sales operations. Specific to selecting the Sourcewell cooperative option, the software is configured to generate the associated cooperative fees and contract sales, for quarterly reporting to Sourcewell. Additionally, the software generates workflows for monthly audits, ensuring Pierce dealers are complying with the Master Agreement pricing and terms. Oshkosh Airport has launched their own instance of Pulse, that follows the same ordering process as Pierce, allowing for consistency with the dealer network and internal roles. Frontline Communications is currently not in the Pierce Pulse system, however products are priced with cooperatives and internal methods are used to allow for quarterly reporting. A project is under way to integrate Frontline into the Pierce Pulse tool, with an expected go-live date in 2026.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Pierce is staffed with industry-certified professionals to offer customers 24/7/365 support. Every customer matters, so trusted service technicians work hand-in-hand with our dealer network to provide our customers with solutions, in-house or in-field. Pierce dealers are the single-source experts for parts, training, warranties, and aftermarket service. The dealer network spans across the U.S. and Canada and offers 24/7 warranty assistance, chassis preventive maintenance, repairs, communication system upgrades, mobile service unit fleet to the customer, maintenance and operational training. ON-LINE FACTORY SUPPORT Aftermarket Support is available to Pierce dealers and customers. www.Pierceparts.com connects customers to an online parts catalog, components catalogs, operator manuals, select service manual groups, service training information and select learning modules. With millions of dollars and 100,000 square feet dedicated to inventory, Pierce stocks a robust parts supply that responds to every maintenance need for the life of the vehicle. FACTORY HOURS OF OPERATION Pierce maintains a 24 hour/7 day a week, toll free emergency hot-line and employs a staff of dedicated individuals to troubleshooting and parts support. Customer service core hours of operation are Monday-Friday, 7:30 a.m. - 4:00 p.m. CST. Factory technicians are also on-call for after-hour support, available 24 hours/7 days a week. MASTER TECHNICIANS Certified master technicians are available via phone, email, at the customer facility or at a Pierce facility. Factory direct or regional training is available and offered for the customer to schedule at any time. PROBLEM RESOLUTION Should the customer identify a product or service issue, they can contact their local Pierce authorized dealer, since they are the customer's first point of contact. Pierce has established escalation paths for technical support and product support with Out of Service requests having the utmost attention at the dealer service level as well as the factory. Additional there are daily metrics and meetings to review all escalations. Our Effective Dealer Program will take into account parts support and investment, training stats and investment, and warranty support.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Pierce (including Oshkosh Airport and Frontline Communications) has the ability to service Sourcewell participating entities throughout the United States through its authorized dealer network. The dealer network has an established sales and service infrastructure with assigned territories ensuring Sourcewell Members receive the best quality product. The Pierce authorized dealers are dedicated to serving our customers. Many of our customers are Sourcewell members so dealers are willing to continue supporting those members across the United States as well as educate new customers of the benefits of Sourcewell.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pierce will support all Canadian provinces & territories through its three authorized Canadian dealerships, Commercial Emergency Equipment, L'Arsenal and Safety Source Fire. Canadian Sourcewell/Canoe Procurement Members will have access to all our products through our Canadian dealerships. To further support the Canadian market, Pierce partners with our Canadian sister-company MAXIMETAL on a co-branded collaborative product called the Maxi Saber custom-chassis fire apparatus. Through our shared dealer network, they also offer a full line of Canadian-built commercial-chassis fire apparatus. These products are being submitted by MAXIMETAL on their own response to this RFP.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas in the U.S. or Canada that Pierce will not be able to fully serve or support through the proposed agreement. We are proud to provide excellent coverage across the nation and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no defined account types of Participating Entities that will not have access to our products. We are proud to provide excellent coverage across the U.S. and Canada through our authorized dealer network or direct sales.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to participating entities in Hawaii, Alaska and in US Territories, that we are aware of. The specific territories typically determine what contracts they will support and allow to be used.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Provided the nonprofit entities are eligible to lawfully take part of the awarded master agreement, based on local, regional, or Federal regulations and guidelines, Pierce is willing to extend the terms to take part in the awarded Sourcewell agreement.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	All programs that Pierce Manufacturing is awarded are promoted equally for fairness and consistency. A link to each consortium located within the footer on the website at https://www.piercemfg.com/. There is an internal Sales Handbook that contains reference to contracted cooperatives for our dealerships to reference. Definitions of Cooperative Purchasing and Consortium in Pierceopedia™: https://www.piercemfg.com/pierce/pierceopedia. Blog What Is a Consortium? 5 Benefits of Fire Apparatus Consortiums: https://www.piercemfg.com/pierce/blog/benefits-of-fire-apparatus-consortiums	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Pierce has a dedicated marketing team that manages our website and social media to educate customers on new and existing products. Our authorized dealers have established websites and utilize social media platforms such as X, Instagram and Facebook to share messaging. We are able to track analytics our followers through these platforms.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Pierce has had success with the previous and current Sourcewell awarded contracts and continue to see increased growth with repeat and new customers using the contract. Sourcewell's role in promoting our Solutions is primarily accessibility to customers and/or their associated procurement officials. Additionally, we appreciate the extended training that has been offered by Sourcewell to our Authorized Dealers and would like to continue with those offerings to assist with promotion of the contract and ultimately a sale for Pierce. For continuous improvment, the Pierce primary contact has been engaged with Sourcewell's Sr. Supplier Development Executive in regular cadence meetings, which has been beneficial for awareness of our custom Solutions, FAQs from our dealer network or Sourcewell Members, and review customer usage. It is our expectation that the communication and cadence meetings would continue, so we can make improvements on learned experiences and continue to work in a joint effort to educate end users on how the contract can best fit them. The awarded agreement will be integrated into the sales process by offering the end customer a means of efficient procurement, and a competitive price.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products and services are not available through an e-procurement process due to the complexity and customization. It has been determined, this platform does not fit within our business model.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Pierce offers training in several ways to Sourcewell participating entities. - A customer can request factory personnel to provide training which is available after the sale or added to the sale. - The authorized dealer may offer training, introducing the customer to the dealer's support team. - The customer may choose to attend regional training classes offered throughout the year. - Pierce Parts provides resources, manuals, diagrams, training and technical support. All customers receive a Delivery Orientation class prior to placing the apparatus in service. On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Additional training is offered through the Oshkosh Product Training Center, offering courses focused on the vehicle chassis and firefighting systems. Costs for additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx. The training website for Oshkosh Airport ARFF classes is: https://piercemfg.csod.com/login/render.aspx?id=arff Training that is included in the sale of the ARFF apparatus must be redeemed within two years of the apparatus delivery.	*
42	Describe any technological advances that your proposed Solutions offer.	Oshkosh Corporation, including Pierce Manufacturing Inc., is a leader in innovation and each of our products and technologies are designed with customers and end-users in mind. The following are recent technological advances that our proposed Solutions offer: • Pierce Ascendant® Class of Aerials: The Ascendant Class of Aerials was brilliantly engineered to equip firefighters with more aerial choices than ever before. Whether it be weight restrictions, compartment space, preference to ride rather than climb, the lower cost of ownership or rescue capabilities, the Ascendant technology provides flexibility and a wide range of options to meet each department's needs.	

		• E-coat Corrosion Protection: Oshkosh's electrocoating (E-Coat) immersion process provides coverage of complex parts and a uniform thickness without runs or drips. E-Coat delivers a superior corrosion and chemical resistance, while maintaining a high-quality, resilient surface for paint of any color or finish. • Pierce Command Zone™: features designed to provide an enhanced vehicle interface experience. Ranging from the 7"" color touchscreen display to the full ClearSky Intelligence™ solution, Pierce offers the level of control, diagnostics, real-time data and prognostics your department needs. • Pierce foam systems: help you perform way beyond the capabilities of water alone. The Pierce Husky™ foam systems (including Hercules™ CAFS, Husky™3, Husky™ 12 and Husky™ Industrial) The handles foam viscosities for Class A and B fires, from Alcohol Resistant AFFF to Class A foams. Plus, all Husky foam systems allow for auxiliary foam pickup, so you can run multiple types of foam at a moment's notice. It's easy to operate and automatically adjust foam output to the proper percentage. • Pierce® ClearSky Intelligence™ connectivity solutions: Gain performance data and reporting on more than 100 data points, enabling fast fault troubleshooting, comprehensive operational vehicle monitoring, efficient maintenance planning and precise budget control. • Pierce Idle Reduction Technology: Perform on and off the scene, in open and closed spaces, with less wear on firefighters and the truck. Pierce® Idle Reduction Technology pairs automatic diesel engine controls with high-performance lithium-ion batteries and lead-acid batteries. Power NFPA 1900 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution. • HAAS Alert Collision Mitigation: HAAS Alert's Safety Cloud is a cloud-based collision mitigation service that sends real-time digital alerts to drivers in their vehicles as they approach first responders en-route or on-scene at accidents. The goal is to connect responders and their vehicles to the communities that they serve. • PACCAR MX-13 Big Block Engine • Pierce PUC™: the first modern tilt cab emergency response vehicle designed specifically for the response duties of today's fire services now with capacities of up to 2000 gpm. • Snozzle: The Pierce Snozzle advances elevated waterway response with a compact yet capable design. Its lightweight, small profile pedestal maximizes available storage, while its piercing nozzle, high flow discharge, 360-degree rotation and optional dry chemical secondary agent multiply firefighting performance. • TAK-4® Independent Suspension: custom built for Pierce chassis. The TAK-4 Independent Suspension system maintains the feel of the road with outstanding steer-ability and a dramatically smoother ride over any surface. A tight steering system, torsion bar independent suspension and high-performance braking maximize control. It makes a 12-ton fire apparatus feel like an SUV. Includes TAK-4 Independent Front and Rear Suspension. *Oshkosh Airport TAK-4® Independent Suspension: The TAK-4® Independent Suspension system, a standard integration on all new Striker® Aircraft Rescue and Fire Fighting (ARFF) vehicles, marks a revolutionary enhancement in emergency response vehicle technology. Designed to tackle the demanding requirements of ARFF services, TAK-4 provides excellent vehicle mobility, exceptional driver feedback and the wheel articulation necessary for high-performance scenarios. • Oshkosh® Snozzle® high-reach extendable turret (HRET): arms you against the greatest, most extreme ARFF threats. Choose from a 50 ft. or 65 ft. extendable boom. Unleash your attack from every angle – in the air, on the ground, far below grade. Penetrate fire on both sides of the aircraft with intense precision. Cool tight spaces through doorways and over wing exits without ever stepping foot inside the plane *Oshkosh®Striker®Volterra™Electric ARFF: Efficient. Responsive. Unprecedented. The Oshkosh® Striker® Volterra™ Electric ARFF is meticulously engineered to channel mechanical power and battery power to maximize driving and pumping performance while reducing fuel consumption and emissions. Oshkosh® Snozzle®: the Oshkosh® Snozzle® high-reach extendable turret (HRET) arms you against the greatest, most extreme ARFF threats. Choose from a 50 ft. or 65 ft. extendable boom. Unleash your attack from every angle – in the air, on the ground, far below grade. Penetrate fire on both sides of the aircraft with intense precision. Cool tight spaces through door ways and over wing exits without ever stepping foot inside the plane. • Oshkosh Airport Eco EFP™: measure foam percentages from every discharge on the vehicle. The Oshkosh®ECO EFP™ system requires zero foam on the ground for testing foam percentage. ECO EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. It's the only foam measuring system fully integrated on the vehicle.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Oshkosh Corporation, including Pierce and divisions are focused on action to reduce emissions and rethink how to create more sustainable solutions for customers. 2024 Sustainability Report: https://online.flippingbook.com/view/684211662/ Sustainability Ratings and rankings include:	

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9

ISS ESG - "PRIME" RATING
MSCI ESG RATING - AAA RATING
SUSTAINALYTICS - RISK RATING OF 20.8 (Medium risk, where peer average is 28.0)

Green initiatives related to Pierce specific Solutions:
• Production of the Pierce® Volterra™ Electric Fire Truck. the first of its kind in North America, is now working on the frontline in several cities including Portland, OR, Gilbert, AZ, and San Diego, CA. Local fire departments partnered with Oshkosh to design the Pierce® Volterra™ platform of electric vehicles. The lithium-ion battery allows for full-shift capacity. It is expected to save substantial fuel and avoid the corresponding CO2. Along with its major benefit of eliminating diesel fumes in the fire station, the electric fire truck also reduces noise. With its sustainable design, the Pierce® Volterra™ electric fire truck offers an environmentally conscious way for America's first responders to do their jobs and helps cities meet their climate goals.
See 2021 Blog on sustainability - https://www.piercemfg.com/pierce/blog/sustainable-manufacturing-of-fire-trucks
• Exceeding emissions requirements. Our Pierce conventional fire trucks earn GHG reduction credits through a U.S. Environmental Protection Agency (EPA) program for vocational vehicles that outperform emissions efficiency requirements. Low-emissions design features such as fuel-efficient engines and low-rolling resistance tires, enable us to regularly exceed emissions standards. Oshkosh generated 120,516 metric tons of CO2 credits from our model year 2024 vehicles under the U.S. EPA's GHG Phase 2 Program.
Company green initiatives:
* Member of the Dow Jones Sustainability Indices - 2024 award, 6th year
* Automotive News PACE Award (2024): Pierce and Oshkosh Airport Products, along with supplier Dana Incorporated, received the PACE Award for the electro-mechanical, infinitely variable transmission (EMIVT) system used in the Pierce® Volterra™ Electric Fire Truck and the Oshkosh Airport Products Striker® Volterra Electric Aircraft Rescue and Fire Fighting (ARFF) vehicle. This technology reduces CO2 emissions, improves vehicle performance, and lowers operational costs.
• Reducing environmental footprint is in continuous focus as Oshkosh Corporation works toward achieving near-term and long-term science-based targets (noted on page 9 of the 2024 Sustainability Report). These efforts include investments in renewable energy, such as Pierce Manufacturing's first-ever solar microgrid, which is part of a 90,000-square-foot expansion to its assembly plant in Appleton, WI. This solar microgrid is reducing peak electricity demand through deployment of solar power during times of elevated electricity demand. And by installing 1,200 m2 of solar panels, AUSA managed to cut their CO2 emissions by 35%, making them energy self-sufficient during periods of maximum solar radiation.
Community green initiatives - Goodwill Industries
Pierce works with the local Goodwill Industries on sustainability efforts, by employing Goodwill participants to clean and repackage the Pierce safety glasses, for reuse in our manufacturing facilities. Not only do we help support the community and provide employment, but the reuse of the safety glasses provides cost savings and reduces waste to our landfills. This initiative transition to Oshkosh Airport site at 1515 Neenah at end of 2024.

OSHKOSH AIRPORT:
ISO 14001
o 1515 Neenah – ISO14001 Certified since 2018
o 1497 Neenah – ISO14001 Certified since 2023
o Certification attached
2024 Sustainability Report
o Pages of note: Page 9 – Science Based Targets initiative; Page 41 – Emissions; Page 42 – Waste Diversion; Page 27 - electric ARFF to reduce fuel consumption
2023 Sustainability Report – Solar Microgrid Info
o Link: 2023 Oshkosh Corporation Sustainability Report https://online.flippingbook.com/view/500025337/
Company Science Based Targets initiative (SBTi)
o Link: Environment | Oshkosh Corporation https://www.oshkoshcorp.com/impact/environment
o SHORT-TERM TARGETS
- Reduce absolute scope 1 and 2 GHG emissions 57.7% by 2033 from a 2021 base year.
- Reduce absolute scope 3 GHG emissions 32.5% by 2033 from a 2022 base year, covering key areas from purchased goods, services and use of sold products.
o LONG-TERM TARGETS
- Reduce absolute scope 1 and 2 GHG emissions by 90% by 2050 from a 2021 base year.
- Reduce absolute scope 3 GHG emissions 90% by 2050 from a 2022 base year, covering key areas from purchased goods, services and use of sold products.
Company TRUE Zero Certified – Gold Level Certified - see attached True Cert ID to this proposal
o 90% waste diversion from a landfill rate or higher required to achieve/stay in program
o TRUE link: TRUE | Zero Waste certification system https://true.gbci.org/
PFAS Free Foam
o Everything with PFAS is tricky, but we do not allow any PFAS Foams on the property. We do not dispose of any foam at this facility.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no third-party issued eco-labels, ratings or certifications received for the Solutions included in our Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Pierce is a leading manufacturer of customized fire apparatus, with a dealer network that is second to none. The longevity, stability and family tradition in the fire industry that is threaded throughout our dealer network, sets us apart from others. Pierce's partnership with other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation, leverages innovation and financial strength. Pierce and our authorized dealers, understand the customer's needs and provide the details, commitment, and the follow through long after the apparatus is delivered. Pierce is the best choice to meet the needs of each Sourcewell Member. Our entire company is structured and equipped to deliver a fully customized Solution, targeted to address the Sourcewell Member's goals and objectives. Oshkosh Airport is dedicated to leading the way in technology, product support and customer service in the ARFF market. Frontline Communications is leading the way in technology and innovation in Mobile Command Vehicles.	*
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1900 apparatus manufactured in the Appleton, WI facility is reviewed by a UL certified inspector after it is completed. See attached Certification Document CD0049.	
47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Pierce certifies that the manufacturing facility and apparatus have been inspected in accordance with Underwriters Laboratories of Canada. See attached Certification Document CD0059.	
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	Service and repair operations are facilitated through our dealer network who all have processes tailored to their end customers' needs. In certain instances, our dealers may request that a product be repaired at a Pierce service center.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Pierce is publicy owned and does not have HUB partners or franchised dealers. Please see question 20 for recognition Pierce received for work with Veterans.	*
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	No further comment	*
51		Women Business Enterprise (WBE)	○ Yes ◉ No	No further comment	*
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	No further comment	*
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	No further comment	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	No further comment	*
55		Small Business Enterprise (SBE)	○ Yes ◉ No	No further comment	*
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	No further comment	*
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	No further comment	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	All sales are through authorized Pierce dealers with occasional direct orders for Oshkosh Airport or Pierce. Payment terms are Cash on Delivery (COD) or prepayment, unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are Net 30 days after delivery of vehicle, for direct orders. Accepted payment methods include check and wire transfer.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Through the Pierce Financial Solutions program, PNC Bank provides the industry's most extensive line of lease plans for fleet replacement. With dedicated support, industry leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce apparatus. For more details, refer to "Pierce Financial Solutions Brochure" attached to this solicitation.	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. There are no standard transaction documents required, in connection to an awarded agreement. Pierce's standard terms and conditions for order accepance require specific language around index based pricing in the underlying contractual agreement. No service contracts are included in this proposal as our proposed offering includes apparatus as the core component. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Pierce does not accept the P-card procurement and payment process for our products.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Given every fire apparatus is custom built, our pricing model is based off product category base model proposal specifications. The base model proposals are built with the most common options. The proposed price list will include: - Product Category - Identification ID# - Product Description - Published Contract price (List price of base model specifications less the Sourcewell discount) CONFIGURABILITY: All option content selected from the truck builder system to outfit any of the base models are calculated to include the Sourcewell percentage discount, contingent on the product.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The base specification pricing offered in this proposal for Pierce, Oshkosh Airport and Frontline Communications, represents a 5.50% off List Price. Option pricing is also 5.50% off List Price.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount: Discount amount varies dependent upon apparatus price, delivery schedule, extend of pre-payment, and applicable rate. If elected, the payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment and pricing options: Chassis Progress Payment Discount: Discount of approximately 3.00% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of $220,714.00 could earn a discount of ($6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2.00% of the aerial device price is offered if an eaerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of $310,385.00 could earn a discount of ($6,207.00).	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.	*

66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pierce does not offer turnkey pricing with this contract, given the customization of our products. Not included within the total cost of acquisition is noted below. Pre-Delivery Expenses Dealer provided options can be added to the apparatus contract upon request and will be handled by the authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location. - Factory inspection trips - Weekly contruction photo progress reports - Orientation DVD specific to the Solution - Loose equipment - Loose equipment (open market items) such as but not limited to, monitors, hose, intercom systems, radio eqiupment, and rescue tools and equipment. - Engine and/or transmission diagnostic software - Pre-delivery service consisting of basic fluids and filters. - Custom fabrication for tool mounting and communication equipment - any items required for the ongoing maintenance of the vehicle during it's useful life - Other items as requested by customer and deemed sourced or open market Sales and other taxes, license, handling, or title fees are also not included.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	FOB Manufacturer's facility (Shipping Point), unless otherwise agreed to within participating entity contract.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery, requires coordination of different transit methods. Typical transit for an apparatus is by flatbed to the port destination, where it is then prepared for ocean transit via sea-van, for travel to the final destination (roll-on/roll off vessel is preferred). These delivery requirements are priced on a case-by-case basis. Shipping expenses are not included in the base specifications cost.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions, transportation will be via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Pierce requires authorized dealers to attach internal documents through a workflow, that are audited, to ensure the base proposal pricing complies with the published price list.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Pierce has an internal system to track orders using the Sourcewell consortium agreement. The tracking can be sorted by dealership to show the percentage of orders utilizing the contract and the report is shared with dealers periodically in monthly meetings and additionally in an annual sales leader meeting. Updates to specific Sourcewell related issues are also provided on a monthly basis to the sales leaders. Additionally, to ensure success with the agreement usage, Pierce in joint effort with Sourcewell, promotes training on the nature of the contract and encourages sales representatives to attend the Sourcewell Universities training that is offered. Within our Leads training to the sales force, cooperative purchasing is also discussed.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Flat fee of $2,000.00 per customer contract. If more than one truck are on the customer contract, the fee is split.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	No further comment	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The following detailed descriptions are offered from Pierce, to meet their customer's needs across the U.S., and Canada, including Hawaii and Alaska. The Category's listed in Table 7B are industry standard categories: custom and commercial pumper, tanker and aerial products. Additionally, complementary specialty apparatus is included: command and communication units (Frontline Communications), ARFF products; and Brush and Wildland Urban Interface (WUI) Apparatus. Reference the Pierce website at: https://www.piercemfg.com/pierce/literature for a full description of each solution. Authorized Pierce Dealers may offer service contracts for preventative maintenance purposes, as well as training and support related to the product offering. CUSTOM AND COMMERCIAL PUMPERS The Pierce pumper body has a variety of body lengths available to provide flexibility. Customers select the body that is right for them to meet the demanding needs of the truck on scene. Custom chassis's (Pierce built) include: Pierce® Volterra™ ,Velocity®, Impel®, Enforcer™, and the Saber®. Commercial chassis are from four leading manufacturers: Ford, Freightliner, International and Kenworth. - Pumper configurations include: Heavy-Duty Rescue Pumper, High Flow Industrial Pumper, Mini Pumper, PUC™ Pumper, Responder, Pumper, BX™ Pumper, and BX™ Wildland. WILDLAND Pierce configurations have been developed to manage both the structural and wildland fire scenarios. Products are developed to provide maneuverability, a focus on angle of approach and departure, comfortable seating for fire fighters, pump and roll capabilities, and compartments space to carry the equipment needed. - Wildland configurations include: Wildland Urban Interface and Wildland BX3. TANKERS Tankers, also called tenders, were originally designed to be a simple water-hauler for situations in which there is no fire hydrant at a fire scene. Today, tankers are fire apparatus designed to meet the specific needs of the department they represent, carrying more equipment and ability to be frontline engines if needed. Pierce tankers are flexible enough to be configured to meet those needs of the department. Tankers provide dual roles of water transport and on-the-spot firefighting. Pierce tankers are designed to accommodate the fire department's water, foam, and equipment storage needs. - Tanker configurations include: BX™ Tanker, Commercial Wet Side Tanker, Commercial Dry Side Tanker, Custom Dry Side Tanker and PUC™ Tanker. RESCUE Walk-In Rescues can provide space for rehabilitation, personnel transport, or incident command, and are customized for any level of response. Interiors are configured around specific needs to maximize storage and user capabilities. Pierce non-walk-in heavy-duty Rescues provide both lower compartment and roof-top storage areas to carry equipment for all types of incident support. The compartments are available in many different sizes and configurations, with several door options available. Our Combination heavy-duty Rescues provide both walk-in and non-walk-in spaces to customize the way you transport, respond, store, and more. These units are especially well-suited for hazardous material responses in which operations centers, equipment storage, and/or laboratory areas are required. - Rescue configurations include: Walk-In, Non-Walk In, Combination and Command. AERIALS (including Quints) Pierce aerials are built with perfection to make certain they meet or exceed all NFPA 1900 standards. Exhaustive design, analysis, and testing are completed by Pierce engineers, followed by a 3rd party audit to certify all aerial designs fully meet or exceed the design requirements of NFPA 1900.	*

		Pierce offers a range of rear-mounted aerial devices in both steel and aluminum ranging from 55' to 110', mounted on single or tandem axle chassis, as well as a mid-mount platform product. - Aerial configurations include: Heavy duty ladders, platforms, water towers and tillers AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) The Oshkosh® Striker® ARFF combines advanced engineering and cutting-edge technology for optimal performance on the drive and during firefighting. From its aerodynamic design to its state-of-the-art fire suppression systems, it's tailored for the demands of modern airport emergency response. The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs. - ARFF configurations include: Oshkosh® Striker® 4x4, 6x6 and 8x8, along with the Volterra™. COMMAND (Frontline Communications) Frontline Communications goes beyond just moving equipment to the incident to integrate specialized, responsive solutions around specific mission demands. Whatever you require – negotiation space, deployment flexibility, a custom aluminum body with a commercial or Pierce® custom chassis – our vehicle design engineers have the expertise to get it exactly right. State-of-the-art 3-D modeling tools for precision design and analysis of all critical vehicle components. Slide-out sections expand interior space. Completely integrated electrical system for maximum operator control. Ergonomically designed driver controls and workstations. Robust power control panels withstand years of use. System design turnkey solutions include sophisticated audio / video routing control and high end displays, integrated communications and radio systems, video conferencing, microwave / satellite transmission capabilities, VSAT and COTM (comms on the move) technologies, hi def and infrared video capture and recording, aerial and drone video and 360 surveillance technologies, plus much more. - Command configurations include: Large Mobile Command Vehicles, Mid-Size Mobile Command Vehicles, Small Mobile Command Vehicles, CRU-22 Mobile Command Vehicle	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	As noted in Question #74 configurations, Pierce provides industry standard categories including Pumper, Tanker, Aerial, Rescue and Specialty products. Example subcategories are as follows: Pumpers: Heavy-Duty Rescue Pumper, High Flow Industrial Pumper, Mini Pumper, PUC™ Pumper, Responder, Pumper, BX™ Pumper, and BX™ Wildland. Tankers: BX™ Tanker, Commercial Wet Side Tanker, Commercial Dry Side Tanker, Custom Dry Side Tanker and PUC™ Tanker. Aerials: Ascendant® class of aerial ladders, platforms and tillers and well as the Sky-Boom™, all including pump and no pump configurations Rescue: Walk-In, Non-Walk In, Combination and Command. Specialty: Command configurations as noted in question 74 above. ARFF configurations as noted in question 74 above.	*
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Apparatus refurbishment and remount services are offered through the Pierce authorized dealers. Each job is quoted independently from one another, due to the complexity. Pricing for refurbishment and remounting is not included in this submission and pricing can vary depending on the service needed.	*

77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Yes, our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the ""manufacturer"", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery. The standard Cab & Chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained. Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product Liability insurance). Refer to WA0008 Pierce 1 Yr Warranty .pdf attached to this solicitation. The Manufacturer's warranty shall not apply to the followlng: •Wear Items •Normal adjustments and maintenance services. •Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. •Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability. •Items subjected to misuse, negligence, accident, or improper maintenance. •Loss of time or use of the product, Inconvenience, or other incidental expenses. The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim fillng system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post-correction claim) can be filed via the One Warranty system in the event a warrantable failure is found. All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models ,chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.	*
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provieded by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of the individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal. Availability of extended warranties, if requested, would be through the Pierce dealers.	*

Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	◉ Yes ○ No	See Depth and Breadth of Offered Solutions in question 74.	*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	◉ Yes ○ No	The solicitation is not intended to include “service-only” solutions, and our proposed offering includes apparatus as the core component. To complement these offerings, our dealer network is equipped to provide a full range of related services—including technical diagnostics, installation, preventive maintenance, warranty support, and repair—where these services directly support the deployment and performance of our apparatus. Please note that while services such as preventive maintenance contracts are often handled directly through our authorized dealership network, they are provided specifically in support of the apparatus we offer and are designed to ensure optimal performance and lifecycle value of the solutions proposed.	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	◉ Yes ○ No	Our dealer network is equipped to provide the related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77-78 above. Required training per compliance with NFPA is offered with the sale of the apparatus as well as additional product training and extended warranties can be purchased as well.	*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	◉ Yes ○ No	Complementary categories included in this proposal include: Frontline Communications leads service on mobile command and communication units; Oshkosh Airport leads Aircraft Rescue and Firefighting Products (ARFF); Other rescue vehicles, mobile foam units, Wildland firefighting apparatus, brush trucks, wildland urban interface (WUI) units included.	*

Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
84	Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers	○ Yes ○ No		*
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	○ Yes ○ No		*
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	○ Yes ○ No		*
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	○ Yes ○ No		*

Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
88	Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units	○ Yes ○ No		*
89	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above	○ Yes ○ No		*
90	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 86	○ Yes ○ No		*
91	Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response	○ Yes ○ No		*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - FY26 Pierce Mfg. bid price FINAL.pdf - Tuesday August 19, 2025 14:48:46
- Financial Strength and Stability - Financial Strength.zip - Tuesday August 19, 2025 15:05:52
- Marketing Plan/Samples - Pierce history.sustainability.zip - Tuesday August 19, 2025 15:16:35
- WMBE/MBE/SBE or Related Certificates - Certificates.zip - Tuesday August 19, 2025 15:10:57
- Standard Transaction Document Samples - WA0008 Pierce 1 Yr Warranty.pdf - Tuesday August 19, 2025 15:01:43
- Upload Additional Document - Dealer Listing and Maps.zip - Wednesday August 20, 2025 09:22:46
- Requested Exceptions - RFP_082025_Master Agreement_PierceMFGedits.docx - Monday August 11, 2025 14:27:05

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Daniel Meyer, Vice President, Sales, Pierce Manufacturing Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Apparatus_RFP_082025 Wed August 6 2025 04:28 PM	☑	2
Addendum_6_Firefighting_Apparatus_RFP_082025 Mon August 4 2025 05:42 PM	☑	1
Addendum_5_Firefighting_Apparatus_RFP_082025 Thu July 31 2025 04:55 PM	☑	1
Addendum_4_Firefighting_Apparatus_RFP_082025 Fri July 25 2025 04:25 PM	☑	2
Addendum_3_Firefighting_Apparatus_RFP_082025 Wed July 23 2025 04:42 PM	☑	3
Addendum_2_Firefighting_Apparatus_RFP_082025 Thu July 3 2025 03:37 PM	☑	1
Addendum_1_Firefighting_Apparatus_RFP_082025 Wed July 2 2025 03:49 PM	☑	1

Docusign Envelope ID: 0EEA1651-9FEB-88FE-81DD-1E1024C0909B

AMENDMENT #1
TO
Master Agreement #082025-PMI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Pierce Manufacturing Inc.** (Supplier).

Sourcewell awarded a Master Agreement (#082025-PMI) to Supplier to provide Firefighting Apparatus and Fire Service Vehicles with Related Equipment to Participating through Sourcewell's Cooperative Purchasing Program, effective February 6, 2026, through December 8, 2029 (Agreement).

Supplier has requested to amend the Agreement clarify the ability to use their logo/trademark.

NOW, THEREFORE, the parties amend the Agreement as follows:

Article 2: Sourcewell and Supplier Obligations, Section 19c, Use; Quality Control , is hereby amended to include the following:

(iii). Notwithstanding anything to contrary contained herein,

1. Supplier owns and/or has rights to use and license the mark(s) depicted below, including all rights and goodwill in and associated therewith (the "Marks").

2. Sourcewell seeks to acquire the right to use the Marks pursuant to the terms and conditions of this License.

3. License. Supplier hereby grants to Sourcewell a limited, personal, non-exclusive, revocable, royalty-free license to use the Marks solely in connection with promoting the Marks in accord with the Agreement (the "Licensed Use") in the United States (the "Territory") during the Term of this License.

4. Term. This License shall have a term coextensive with the term of the Agreement.

5. Ownership of Marks. Sourcewell agrees that Supplier has and shall retain sole and exclusive ownership of the Marks and all goodwill and rights in, associated with and related thereto in the Territory and throughout the world, and that all use of the Marks by Sourcewell shall inure to the benefit of and be on behalf of Supplier. Sourcewell agrees that nothing in this Agreement shall give Sourcewell any right, title, or interest in the Marks, other than the right to use the Marks in accordance with this License. Sourcewell agrees that it will not attack or challenge the validity, enforceability or Supplier's ownership of the Marks. Sourcewell agrees that Supplier shall retain the unrestricted right, during and after the Term, to use and authorize others to use the Marks, both within and outside of the Territory

Docusign Envelope ID: 0EEA1651-9FEB-88FE-81DD-1E1024C0909B

6. Limited Use of Supplier Marks. Sourcewell may use the Marks in connection with identifying Supplier as an awarded supplier and promoting the awarded contract and related cooperative purchasing activities. Sourcewell shall use the Marks in a manner consistent with its public purpose as a Minnesota government corporation and agency as well as generally accepted trademark principles, including maintaining the integrity of the Marks and avoiding modification. Such use does not imply Supplier's endorsement of Sourcewell as an organization or of any activities beyond the scope of the awarded contract.

7. Quality Control. Sourcewell shall conform to the standards of quality for the Marks and Licensed Use maintained by Supplier and as prescribed by Supplier from time to time. Sourcewell shall comply with all applicable laws and regulations and obtain all government approvals pertaining to the Marks and Licensed Uses. Sourcewell shall promptly and completely respond to requests by Supplier to demonstrate adherence.

8. Form of Use. Sourcewell agrees to use the mark in the form and manner, and with appropriate legends, consistent with sound trademark practice and as may be prescribed by Supplier from time to time.

9. Infringement by Third Parties. Sourcewell agrees to promptly notify Supplier of any potential acts of infringement of the Marks by third parties, of which Sourcewell has actual knowledge. Supplier shall have the sole right, but not the obligation, to enforce the Marks against any third party. Supplier shall bear the entire expense of and receive any recovery from such an action. Sourcewell shall provide reasonable cooperation and assistance to Supplier in any enforcement efforts, at Supplier's request.

10. Obligations upon Termination or Expiration. Upon the expiration or termination of this License for any reason, Sourcewell shall immediately cease all use of the Marks.

11. Intentionally Omitted

12. Termination. This License may be terminated by: (a) Supplier for convenience and without cause; (b) Sourcewell, upon thirty (30) days' written notice to Supplier, in the event Supplier fails or refuses to perform any of its material duties or obligations under this License; provided, however, that in the event a failure to perform can be remedied within thirty (30) days after notice is given, the notice shall be null and void if the failure is remedied within such period; (c) Supplier, in the event of any attempted transfer (including, but not limited to, assignment, hypothecation, or the sale of sufficient assets of Supplier to transfer control) by Sourcewell of the license granted herein; or (d) Supplier in the event of the voluntary or involuntary insolvency, bankruptcy, or liquidation of assets of Sourcewell.

13. Further Assurances. Each party shall cooperate with the other party, including the execution and delivery of such further and additional documents as may be necessary or appropriate, in order to give effect to the intent and terms of this License.

14. The Marks.

Docusign Envelope ID: 0EEA1651-9FEB-88FE-81DD-1E1024C0909B

Specific Marks related to the products on the contract:

- Pierce® Volterra® platform of electric vehicles
- Striker® 4x4, 6x6, and 8x8
- Striker® Volterra® Electric ARFF

Except as amended, the Agreement remains in full force and effect.

So Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 6/26/2026 | 6:40 AM CDT

Pier Signed by: Dan Meyer C51EE38204A549E... **g Inc.**

By: _____

Daniel M. Meyer
Vice President, Sales

Date: 7/10/2026 | 12:37 PM CDT

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Germania Roman

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR#14449

AGENDA SECTION: CONSENT AGENDA

TITLE: TR14449 - A Resolution of the City Commission of the City of Tamarac, Florida, approving amendment #3 to the agreement with Troon Golf, LLC, dated October 24, 2013, attached hereto as Exhibit "1" for golf course operations services at the Colony West Country Club; authorizing a waiver of procurement procedures persuant to section 6-148, of the city code of ordinances, extending the agreement for a period of one (1) year from October 24, 2026 through October 23, 2027; authorizing the appropriate city officials to execute amendment #3; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Parks and Recreation Director recommends that the City Commission approves TR #14449, authorizing the extension and execution of Agreement Amendment #3 with Troon Golf, LLC for Golf Course Operations Services dated October 24, 2013, extending the Agreement for an additional one (1) year period from October 24, 2026 to October 23, 2027, at its October 28, 2026, meeting.

BACKGROUND: The City of Tamarac purchased the Colony West Country Club from Sand Trap Management in December 2011 as a means of preserving green space and recreational opportunities within the City; and after the default of Sand Trap Management in August of 2013, determined that the City's best interests would be served by contracting for the management of the course. As a result of the competitive solicitation of Request for Proposal # 13-25R, the City awarded Billy Casper Golf a five (5) year agreement for the maintenance and management of the Colony West Golf Club on October 24, 2013 via resolution R-2013-115, available for review in the City Clerk's Office. The agreement provided for one (1) renewal option for a period

of five (5) years, which the City exercised and was approved by the City Commission via resolution R-2018-72, for an effective period of October 24, 2018 through October 23, 2023, available for review in the City Clerk's Office. Billy Casper Golf, LLC has assigned all rights, privileges and obligations under the Agreement to the successor organization, Troon Golf, LLC. Amendment #2 to the agreement was approved by the City Commission via resolution R-2023-97, for an effective period of October 24, 2023 through October 23, 2026 available for review in the City Clerk's Office. Agreement Amendment #2 executed in 2023 does not provide for an additional renewal option. Staff believe it is in the best interest of the City to extend the agreement for one (1) year in accordance with the terms and provisions contained in the original agreement for the effective period of October 24, 2026 through October 23, 2027. City Code Section 6-148. (i), titled "Exclusions and exceptions to bid and proposal requirements" states that the City Commission may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is in the City's best interest to do so to obtain goods and services.

The current Agreement provides for the Management of the facility, as well as all the amenities of the clubhouse, including food service and pro-shop operations. Troon Golf, LLC manages all aspects of the facility, however the City maintains final control over the budget and accounting and receives the net revenue under the Agreement.

Troon Golf, LLC has agreed to continue to manage all operations of the facility at the same terms and conditions of the original agreement. Based on the 3% annual adjustments pursuant to the agreement, the FY2027 Colony West operating budget includes $128,596.50 for Base Management Fees and an estimated $46,233.51 for Incentive Management Fees, for total budgeted management fees of $174,830.01. The Incentive Management Fee is estimated for budgeting purposes and will be calculated based on actual fiscal-year Net Operating Income in accordance with the Agreement. The Agreement provides for an incentive fee equal to fifteen percent (15%) of Net Operating Income more than $150,000, capped at one hundred percent (100%) of the Base Management Fee paid for the applicable fiscal year.

Staff recommend that the City Commission authorize a waiver of procurement procedures to allow for a one (1) year extension of the existing agreement with Troon Golf,

LLC, for golf course management services under the same terms and conditions. Given the nature of the services provided by Troon, staff believes that extending the agreement for an additional year is in the City's best interest, as it will ensure continuity of operations and uninterrupted service delivery while providing sufficient time for the City to develop a comprehensive Request for Proposals (RFP), conduct a competitive solicitation process, and evaluate proposals for a new agreement.

ISSUE: Agreement Amendment #2 with Troon Golf, LLC for the management and maintenance of the Colony West golf course and the amenities available in the clubhouse including food service and pro-shop operations is set to expire on October 23, 2026, requiring extension by the City Commission to allow for continued service.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR 14449 MEMO Golf Course Management revisions MP.docx
TR 14449 RESO Golf Course Management Revised MP.docx
TR 14449 Exhibit 1 Troon 3rd Amendment Agreement.pdf
City of Tamarac Resolution R-2013-115.pdf

City of Tamarac
Interoffice Memorandum
Parks and Recreation Department

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager**

From: **Melissa Petron, Director of Parks and Recreation**

Date: **October 20, 2026**

Re: **Temp. Reso. # 14449 – Approving Agreement Amendment #3 to the Agreement with Troon Golf, LLC for Colony West Golf Club Operations Services Dated October 24, 2013.**

Recommendation:
The Parks and Recreation Director recommends that the City Commission approves TR #14449, authorizing the extension and execution of Agreement Amendment #3 with Troon Golf, LLC for Golf Course Operations Services dated October 24, 2013, extending the Agreement for an additional one (1) year period from October 24, 2026 to October 23, 2027, at its October 28, 2026, meeting.

Issue:
Agreement Amendment #2 with Troon Golf, LLC for the management and maintenance of the Colony West golf course and the amenities available in the clubhouse including food service and pro-shop operations is set to expire on October 23, 2026, requiring extension by the City Commission to allow for continued service.

Background:
The City of Tamarac purchased the Colony West Country Club from Sand Trap Management in December 2011 as a means of preserving green space and recreational opportunities within the City; and after the default of Sand Trap Management in August of 2013, determined that the City's best interests would be served by contracting for the management of the course. As a result of the competitive solicitation of Request for Proposal # 13-25R, the City awarded Billy Casper Golf a five (5) year agreement for the maintenance and management of the Colony West Golf Club on October 24, 2013 via resolution R-2013-115, available for review in the City Clerk's Office. The agreement provided for one (1) renewal option for a period of five (5) years, which the City exercised and was approved by the City Commission via resolution R-2018-72, for an effective period of October 24, 2018 through October 23, 2023, available for review in the City Clerk's Office. Billy Casper Golf, LLC has assigned all rights, privileges and obligations under the Agreement to the successor organization, Troon Golf, LLC. Amendment #2 to the agreement was approved by the City Commission via resolution R-2023-97, for an effective period of October 24, 2023 through October 23, 2026 available for review in the City Clerk's Office. Agreement Amendment #2 executed in 2023 does not provide for an additional renewal option. Staff believe it is in the best interest of the City to extend the agreement for one (1) year in accordance with the terms and provisions contained in the original agreement for the effective period of October 24, 2026 through October 23, 2027. City Code Section 6-148. (i), titled "Exclusions and exceptions to bid and proposal requirements" states that the City Commission

may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is in the City's best interest to do so to obtain goods and services.

The current Agreement provides for the Management of the facility, as well as all the amenities of the clubhouse, including food service and pro-shop operations. Troon Golf, LLC manages all aspects of the facility, however the City maintains final control over the budget and accounting and receives the net revenue under the Agreement.

Troon Golf, LLC has agreed to continue to manage all operations of the facility at the same terms and conditions of the original agreement. Based on the 3% annual adjustments pursuant to the agreement, the FY2027 Colony West operating budget includes $128,596.50 for Base Management Fees and an estimated $46,233.51 for Incentive Management Fees, for total budgeted management fees of $174,830.01. The Incentive Management Fee is estimated for budgeting purposes and will be calculated based on actual fiscal-year Net Operating Income in accordance with the Agreement. The Agreement provides for an incentive fee equal to fifteen percent (15%) of Net Operating Income more than $150,000, capped at one hundred percent (100%) of the Base Management Fee paid for the applicable fiscal year.

Staff recommend that the City Commission authorize a waiver of procurement procedures to allow for a one (1) year extension of the existing agreement with Troon Golf, LLC, for golf course management services under the same terms and conditions. Given the nature of the services provided by Troon, staff believes that extending the agreement for an additional year is in the City's best interest, as it will ensure continuity of operations and uninterrupted service delivery while providing sufficient time for the City to develop a comprehensive Request for Proposals (RFP), conduct a competitive solicitation process, and evaluate proposals for a new agreement.

Fiscal Impact

The FY2027 Colony West operating budget includes $128,596.50 for Base Management Fees and an estimated $46,233.51 for Incentive Management Fees, for total budgeted management fees of $174,830.01. Under the existing Agreement, the Base Management Fee is subject to an annual three percent (3%) adjustment effective January 1 of each year. The current calendar-year 2026 monthly Base Management Fee is approximately $10,455.12 and is expected to increase to approximately $10,768.77 effective January 1, 2027. The Incentive Management Fee is calculated in accordance with the existing Agreement at fifteen percent (15%) of annual Net Operating Income of more than $150,000 and may not exceed one hundred percent (100%) of the Base Management Fee paid for the applicable fiscal year. Based on the FY2027 budgeted Net Operating Income of approximately $458,223, the estimated Incentive Management Fee is $46,233.51. Actual incentive compensation will be determined based on final fiscal-year operating results in accordance with the Agreement.

Sufficient funding is included in the FY2027 Colony West operating budget.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AMENDMENT #3 TO THE AGREEMENT WITH TROON GOLF, LLC, DATED OCTOBER 24, 2013, ATTACHED HERETO AS EXHIBIT "1" FOR GOLF COURSE OPERATIONS SERVICES AT THE COLONY WEST COUNTRY CLUB; AUTHORIZING A WAIVER OF PROCUREMENT PROCEDURES PERSUANT TO SECTION 6-148, OF THE CITY CODE OF ORDINANCES, EXTENDING THE AGREEMENT FOR A PERIOD OF ONE (1) YEAR FROM OCTOBER 24, 2026 THROUGH OCTOBER 23, 2027; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AMENDMENT #3 ; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article IV, Section 4.07 of the City Charter of the City of Tamarac empowers the City to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the City; and

WHEREAS, the City of Tamarac is a Vibrant Community, that wishes to provide exceptional recreational opportunities for its residents and visitors ; and

WHEREAS, the City of Tamarac purchased the Colony West Golf Course in December 2011, as a means of preserving green space for its residents; and

WHEREAS, on October 24, 2013, the City Commission of the City of Tamarac approved an Agreement to operate the Colony West Country Club with Billy Casper Golf, LLC to maintain the operations of the course, and the amenities available in the Colony West Clubhouse, including food service and pro-shop operations pursuant to the formal solicitation of Request for Proposal #13-25R, via Resolution # R2013-115, a copy of which is on file with the City Clerk ; and

WHEREAS, on June 27, 2018, the City Commission of the City of Tamarac approved Amendment #1 with Billy Casper Golf, LLC to renew the Agreement for a term of five (5) years via Resolution #R2018-72, a copy of which is on file with the City Clerk; and

WHEREAS, Billy Casper Golf, LLC has assigned all rights, privileges and obligations under the Agreement to the successor organization, Troon Golf, LLC; and

WHEREAS, on August 23, 2023, the City Commission of the City of Tamarac approved Amendment #2 with Troon Golf, LLC for three (3) years via resolution #R-2023-97, a copy which is on file with the City Clerk, and there are no additional renewals available under the Agreement; and

WHEREAS, per City Code Section 6-148(i), the City Commission may authorize the waiver of procurement procedures upon the recommendation of the

City Manager that is in the City's best interest to do so to obtain goods and services; and

WHEREAS, the City Commission of the City of Tamarac desires to maintain the Colony West property as a fully-functional golf course with full clubhouse amenities; and

WHEREAS, Troon Golf, LLC has been successful in operating the Colony West Golf Club at a positive net operating income for the past three (3) years; and

WHEREAS, the Director of Parks and Recreation and Financial Services Director agree it would be in the City's best interest to provide continuity in successful operations by approving an extension to the Agreement; and

WHEREAS, Amendment # 3 provides for a one (1) year extension of the Agreement with Troon Golf, LLC, for Golf Course Operations including the management and operation of the course and the clubhouse services in order to maintain the club as a fully operational venue, a copy of such Agreement Amendment is included herein as Exhibit "1"; and

WHEREAS, the Director of Parks and Recreation and Director of Financial Services recommend that the City of Tamarac City Commission authorize the waiver of procurement procedures per City Code, approve Amendment #3 and authorize the appropriate city officials to execute the amendment to manage and maintain the Golf Course and the amenities in the Clubhouse, including food

service and pro-shop operations for a period of one (1) year with Troon Golf, LLC; 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 authorize the waiver of procurement procedures per City Code, approve Amendment #3 and authorize the appropriate city officials to execute Amendment #3 to extend the Agreement to manage and maintain the Golf Course and the amenities in the Clubhouse, including food service and pro shop operations for a period of one (1) year with Troon Golf, LLC.

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

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

SECTION 2: The City Commission authorizes the waiver of purchasing procedures per City Code, approves Amendment #3 to the Agreement, and authorizes the appropriate city officials to approve and execute Amendment #3 to extend the Agreement to manage and maintain the Golf Course and the amenities in the Clubhouse, including food service and pro-shop operations for a period of one (1) year with Troon Golf, LLC.

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

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

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

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

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT JR.	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

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

I HEREBY CERTIFY that I have approved this *Resolution as to form.

HANS OTTINOT
CITY ATTORNEY

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

AGREEMENT AMENDMENT #3

BETWEEN THE CITY OF TAMARAC

AND
TROON GOLF, LLC

The City of Tamarac, a municipal corporation, with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and Troon Golf, LLC., a Delaware limited liability company duly registered as a Florida Foreign Limited Liability Company, with principal offices located at 15044 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85254, ("Contractor"), agree to amend the original Agreement for Citywide Golf Course Operations Services at the Colony West Golf Club as follows:

1. Pursuant to the terms of Section 2, "*TERM OF AGREEMENT*" of the original Agreement dated October 24, 2013, the City and TROON agree to a one (1) year extension of the existing Agreement for the period effective October 24, 2026 through October 23, 2027.

* * *

2. Contractor agrees to reaffirm compliance with Agreement Section 16. "*GENERAL PROVISIONS"*, Paragraph V, titled *"Scrutinized Companies" F.S. 287.135 and 215.473*":

   Scrutinized Companies -- 287.135 and 215.473

   By execution of this Agreement, in accordance with the requirements of §287.135, Florida Statutes, 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:

   a. 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

   b. 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:

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

i. 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

ii. Is engaged in business operations in Syria.

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*"*

* * *

3. Contractor agrees to reaffirm its compliance with Agreement Section 16. *GENERAL PROVISIONS*, Paragraph W, titled "*E-Verify Compliance"* as follows:

E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its sub-Contractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its sub-Contractor to provide Consultant with an affidavit stating that the sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the sub-Contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any sub-Contractor 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 sub-Contractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-Contractor. 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. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or sub-Contractor shall insert in any subcontracts the clauses set forth in this section; requiring the sub-Consultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any sub-Contractor or lower tier sub-Contractor with the clauses set forth in this section.

* * *

4. Contractor attests to compliance with applicable Florida Statutes relating to Anti-Human Trafficking Laws by executing the Affidavit of Compliance with Anti-Human Trafficking Laws included herein as Appendix A.

* * *

5. Contractor attests to compliance with applicable Florida Statutes relating to Foreign Entity Laws by executing the Affidavit of Compliance with Foreign Entity Laws included herein as Appendix B.

* * *

6. All other portions of the original Agreement are in effect as written.

Remainder of Page Intentionally Blank

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

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 City Manager, and Troon Golf, LLC., signing by and through its CEO, duly authorized to execute same.

CITY OF TAMARAC

ATTEST:

Levent Sucuoglu, City Manager

Date

Kimberly Dillon, CMC
City Clerk

Approved as to form and legal sufficiency:

Date

Hans Ottinot, City Attorney

Date

ATTEST:

Troon Golf, LLC
Company Name

DocuSigned by:
Jay McGrath
74E1578ECC414A5...

(Corporate Secretary)

DocuSigned by:
Jeff Hansen
32779AD3A4964E0...

Signature

Jay McGrath
Type/Print Name of Corporate Secy.

Jeff Hansen
EVP & General Counsel

10/20/2026
Date

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

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), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

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), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 10/20/2026

Signed: DocuSigned by: Jeff Hansen 32779AD3A4964E0...

Entity: Troon Golf, L.L.C.

Name: Jeff Hansen

Title: EVP & General Counsel

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 10/20/2026

Signed: DocuSigned by: Jeff Hansen 32779AD3A4964E0...

Entity: Troon Golf, L.L.C.

Name: Jeff Hansen

Title: EVP & General Counsel

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AWARD FOR RFP NO. 13-25R TO BILLY CASPER GOLF, LLC FOR GOLF COURSE OPERATIONS SERVICES FOR THE COLONY WEST COUNTRY CLUB; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR MANAGEMENT AND MAINTENANCE OF THE GOLF COURSE AND THE AMENITIES AVAILABLE IN THE CLUBHOUSE INCLUDING FOODSERVICE AND PRO-SHOP OPERATIONS FOR A PERIOD OF FIVE (5) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE (5) YEARS, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is a Vibrant Community, that wishes to provide exceptional recreational opportunities for its residents and visitors; and

WHEREAS, the City of Tamarac purchased the Colony West Golf Course in December 2011, as a means of preserving green space for its residents; and

WHEREAS, on December 20, 2011, The City Commission of the City of Tamarac approved an Agreement to lease and operate the Colony West Country Club with Sand Trap Management Inc., in an effort to maintain the operations of the course, and the amenities available in the Colony West Clubhouse, including foodservice and pro-shop operations via Resolution # R2011-144, a copy of which is on file with the City Clerk; and

WHEREAS, in August, 2013, Sand Trap Management abandoned the lease with the City, and discontinued operations of the Colony West Golf Course; and

WHEREAS, the City Commission of the City of Tamarac desires to maintain the Colony West property as a fully-functional golf course with full clubhouse amenities; and

WHEREAS, Request for Proposal #13-25R for Golf Course Operations Services was issued advertised on September 18, 2013, with the purpose of finding a firm to either lease, manage and operate the course and the clubhouse services, or to simply manage and operate the course and the clubhouse services in order to maintain the club as a fully operational venue, a copy of such Request for Proposal is included herein as Exhibit "1"; and

WHEREAS, on October 1, 2013, the City received and opened seven (7) submittals, and an Evaluation Committee, comprised of the Director of Financial Services, the Director of Public Services, the Director or Human Resources and the Purchasing and Contracts Manager, reviewed and evaluated the submittals which included the following firms

Applied Golf

Billy Casper Golf, LLC

First Tee Management

Green Golf Partners

Guidant Management Group, LLC

Hampton Golf, Inc.

Kemper Sports Management, Inc.:

and

WHEREAS, the proposals from First Tee Management, Green Golf Partners and Guidant Management Group, LLC were determined to be non-responsive due to failure to meet the minimum qualifications and/or failure to follow the instructions included in RFP 13-25R; and

WHEREAS, the Evaluation Committee evaluated the remaining submittals for RFP 13-25R and subsequently developed a short-list of three (3) firms for further consideration that included the following firms

Billy Casper Golf, LLC

Hampton Golf, Inc.

Kemper Sports Management, Inc.;

and

WHEREAS the Evaluation Committee ranked the short-listed submittals from first to third; and

WHEREAS, based upon the Evaluation Scores the first ranked firm was Kemper Sports Management, Inc.; and

WHEREAS, staff initiated contract negotiations with Kemper Sports Management, Inc. and

WHEREAS, City staff was unable to reach an Agreement with Kemper Sports Management, Inc. because the firm would not agree to certain mandatory requirements of the City as delineated in Request for Proposal Document 13-25R; and

WHEREAS, Kemper Sports Management, Inc. withdrew their firm from negotiations; and

WHEREAS, the Evaluation Committee originally ranked Billy Casper Golf, LLC as the second ranked proposal, a copy of their response and the Evaluation Committee scoring is included herein as Exhibit "2" and Exhibit "3" respectively; and

WHEREAS City staff initiated successful contract negotiations with Billy Casper Golf, LLC; and

WHEREAS, the Director of Financial Services and the Purchasing and Contracts Manager recommend that the City of Tamarac City Commission award RFP 13-25R to, and authorize the appropriate city officials to execute an Agreement attached hereto as Exhibit "4", to manage and maintain the Golf Course and the amenities in the Clubhouse, including foodservice and pro-shop operations for a period of five (5) years with one (1) option to renew for an additional five (5) year period with Billy Casper Golf, LLC.; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP 13-25R

to, and authorize the appropriate city officials to execute an Agreement to manage and maintain the Golf Course and the amenities in the Clubhouse, including foodservice and pro-shop operations for a period of five (5) years with one (1) option to renew for an additional five (5) year period with Billy Casper Golf, LLC.

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 of this resolution.

SECTION 2: The City Commission authorizes the appropriate City Officials to award RFP No. 13-25R to, and authorize the appropriate city officials to execute an Agreement to manage and maintain the Golf Course and the amenities in the Clubhouse, including foodservice and pro-shop operations for a period of five (5) years with one (1) option to renew for an additional five (5) year period with Billy Casper Golf, LLC attached hereto as Exhibit "4".

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 count 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 its passage and adoption.

PASSED, ADOPTED AND APPROVED this 24th day of October 2013.

BETH TALABISCO
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO yes
DIST 1: COMM. BUSHNELL yes
DIST 2: COMM. GOMEZ yes
DIST 3: COMM. GLASSER yes
DIST 4: V/M DRESSLER yes

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM

for SAMUEL S. GOREN
CITY ATTORNEY

COLONY WEST GOLF COMPLEX
MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of this 24 day of Oct, 2013 by and between BILLY CASPER GOLF, LLC ("BCG"), a Virginia limited liability company, having an address at 8300 Boone Boulevard, Suite 350, Vienna, VA 22182 and the City of Tamarac ("City"), a Municipal Corporation of the State of Florida, having an address at 7525 NW 88th Avenue, Tamarac, Florida 33321.

WHEREAS, City owns certain real property commonly known as Colony West Golf Complex (CWGC), currently an 18-hole golf course and an 18-hole executive golf course, clubhouse, and other amenities located in Tamarac, Florida (the "Club"); and

WHEREAS, City recognizes the benefit of engaging a third party management company to manage the affairs of the Club; and

WHEREAS, BCG is in the business of managing golf courses and clubs; and

WHEREAS, City desires to utilize the services and experience of BCG in connection with the management and operation of the Club, and BCG desires to render such services, upon the terms and conditions set forth in this Agreement; and

WHEREAS, BCG intends to form a wholly-owned single-purpose subsidiary entity registered to do business in the state of Florida and the City of Tamarac, Colony West Golf Management, LLC, ("CWGM") for the purpose of performing some or all of the services outlined herein; and

WHEREAS, nothing in this Agreement shall be construed or interpreted to mean that BCG and CWGM are alter egos of each other; and

WHEREAS, the parties hereto acknowledge and agree that the formation and performance of CWGM shall not relieve BCG or City from any of their respective duties, obligations, and responsibilities set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein it is mutually agreed to as follows:

1. **DEFINITIONS.** The following terms, as used in this Agreement, shall have the following meaning, unless otherwise set out in this Agreement.

A. Annual Budget and Program: Documents presented by BCG for the operation of the Club to the City as part of the City's annual budget process, including but not limited to the following: Annual Business Plan and Operating Budget, Agronomic Plan and Marketing Plan.

B. BCG: Billy Casper Golf, LLC. a Virginia Limited Liability Company.

C. City/City: The City of Tamarac, a Florida municipal corporation. The City of Tamarac owns the Colony West Golf Course and is lessee, operator and agent for the Colony West Golf Course Golf Course.

D. "Colony West Golf Complex": CWGC, alternatively referred to as "the Club".

E. "CWGM". Colony West Golf Management, LLC, a wholly-owned subsidiary of Billy Casper Golf, LLC to perform some or all of the services at CWGC

F. Days. The term "days" shall be defined to refer to calendar days unless expressly stated otherwise.

G. Fiscal Year: October 1st- September 30th.

H. General Manager: The term "General Manager" shall mean a person responsible for the overall day-to-day management of Club operations at the CWGC.

I. Golf Course: Colony West Golf Complex owned by the City and commonly known as Colony West, which includes the clubhouse(s), an 18 hole golf course and an 18 hole executive golf course, and other amenities.

J. Golf Course Superintendent. The term "Golf Course Superintendent" shall mean a member in good standing of the Golf Course Superintendent's Association of America (GCSAA) and the Golf Course Superintendent's qualifications shall meet or exceed the standards of the GCSAA Class "A" certification.

K. Golf Professional. The term "Golf Professional" shall mean a person certified as a Professional Golf Association (PGA) Class A Professional.

L. Gross Revenue: All revenues and income of any nature derived directly or indirectly from the Club or from the use or operation thereof, including green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Club, monthly dues from annual pass holders of the Club, rental fees for golf carts, golf clubs and other rental items, net lesson fees, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim. Excluded from "Gross Revenue" are any credits or refunds made to customers, guests or patrons; any sums and credits received by City for lost or damaged merchandise; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Club, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Club; amounts contributed by City pursuant to the terms of this Agreement and Income or interest derived from the Club bank account. Gross Revenues shall be determined on an accrual basis and in accordance with generally acceptable accounting principles ("GAAP").

M. Lessons. The term "Lessons" refers to the teaching of golf techniques and form provided by the Golf Professional or any other employees or subcontractor, if any.

N. Medical Examination. As used herein, the term "Medical Examination" shall refer to a pre-employment examination by a physician which includes drug free workplace screening, any required examinations for commercial (CDL) drivers licenses as applicable, and such medical screening necessary to determine that the employment candidate is capable of physically performing the essential functions for the position for which they are being considered.

O. Minimum Funds Balance: The minimum dollar amount of the budget for all operating expenses for each month for the Club, as set forth in the Annual Budget and Program approved by the City.

P. Net Operating Income: Gross Revenue from the Club, minus all operating expenses which are attributable (in accordance with generally accepted accounting principles) to

the use and operation of the Club, including, without limitation: employee costs, operating expenses, centralized services, the Base Management Fees, expense reimbursements, interest expense on capital leases, all insurance costs related to the operation of the Club, personal property taxes (limited to an amount allocable to the Club), and golf cart leases and operating costs; provided, however, such expenses shall not include any charges for amortization, depreciation, capital expenditures, debt service, City distributions or overhead allocations, or any Incentive Management Fees paid to BCG hereunder.

Q. Operating Expenses: The costs attributable to the operation of the Club, including but not limited to: Base Management Fees, payroll, payroll taxes, benefits, employee related costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair, and service agreements.

R. Working Capital: Funds utilized to pay operating expenses of the Club.

2. TERM OF AGREEMENT. The term of this Agreement shall commence upon November 1, 2013 ("Effective Date"), with operations to commence on or before November 15, 2013; and unless terminated as provided for herein, shall expire five (5) years from the Effective Date ("Initial Term"), and thereafter may renew for one successive period of five (5) years (such period being an "Extension Term") upon written mutual agreement by City and BCG no later than one hundred twenty (120) days prior to expiration date.

3. APPOINTMENT OF BCG AS MANAGER. From and after the Effective Date, City hereby grants to BCG the right, subject to City's input, to supervise and direct the management and operation of the Club for and on the account of City, and CWGM will accept said grant and agree that it shall supervise and direct the management and operation of the Club, all pursuant to and in accordance with the terms of this Agreement, and City shall reasonably cooperate so as to permit BCG to carry out its duties hereunder. BCG shall perform the services in accordance with the provisions contained in City's Request for Proposal No. 13-25R entitled "Golf Course Operations Services" dated September 18, 2013, and the BCG Proposal Response dated October 1, 2013, both documents are incorporated herein as if set forth in full as contract documents. 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 Request for Proposal No. 13-25R dated September 18, 2013 as issued by the City, and the BCG Proposal, Request for Proposal No. 13-25R for as issued by the City shall take precedence over the BCG Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

4. BILLY CASPER GOLF, LLC SERVICES. Services rendered by BCG to City shall be as follows: Subject to the terms of this Agreement, BCG, as an independent contractor, shall have the sole and exclusive right to operate, manage, and maintain the Club and the Golf Course property. City and BCG agree that they shall cooperate reasonably with each other to permit BCG to carry out its duties under this Agreement. BCG shall have the responsibility and authority to provide general operational management services for the Club, including, without limitation, the following services:

A. Employees.

1. All personnel employed at the Club shall at all times be employees of CWGM. CWGM shall, as an expense of the Club, hire, promote, supervise, direct and train all CWGM employees at the Club, fix their compensation and fringe benefits, and, generally, establish and maintain all policies relating to employment and employment benefits. Employees wishing to participate in the benefits program shall adhere to the requirements of the BCG benefits program with respect to required contributions,

deductibles and eligibility based upon position classification and employee tenure. CWGM employee files shall always be the sole property of CWGM. All costs of every kind and nature pertaining to all employees at the Club arising out of the employer-employee relationship, including, without limitation, salaries, fringe benefits, bonuses, recruitment, background processing, relocation costs, training, performance management, employment-related legal costs, and costs incurred in connection with governmental laws and regulations and insurance rules, including those relating to post employment costs for benefits, health insurance, cobra payments, and any payouts of unused vacation at termination of employment, shall be an Operating Expense paid from the Operating Account (as defined in Paragraph 5 below), and City shall reimburse BCG from all costs, expenses, liabilities and claims incurred in connection therewith, except to the extent that such costs, expenses, liabilities and claims are as a direct result of BCG's actions or omissions. If an employee of BCG or an affiliate of BCG that is not employed at the Club is assigned temporarily or on a part-time basis to perform services at the Club, such employee's salary (including employee benefits and taxes) in proportion to the period of time such employee dedicates to the Club, and actual expenses incurred traveling to and from the Club shall be reimbursed to BCG by the Club pursuant to 7.D below.

2. Due to the importance and direct impact upon the operations of the Club such employees may impart, the City Manager or designee shall have input related to the hiring of the General Manager, Golf Professional and Golf Course Superintendent. CWGM will be responsible for hiring the appropriate number of qualified personnel to conduct the daily operation and management of the facility and will comply with all federal, state and local laws including but not limited to those related to the Fair Labor Standards Act, social security, nondiscrimination, American with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation who will be employed exclusively for the performance of this Agreement. All personnel employed by CWGM to work at CWGC shall be paid in accordance with the Federal Minimum Wage Law. CWGM shall be responsible for the payment of all employment taxes, social security taxes and background checks related to said personnel.

3. Provisional offers of employment by CWGM of its employees working at the Club shall be contingent upon the satisfactory completion of the following background screening requirements, with all such expenses associated with the screening to be Operating Expenses of the Club.

4. Background Screening/Fingerprints: All personnel employed by CWGM shall be required to go through background screenings pursuant to Chapter 435, Florida Statutes, and successfully complete a Level 2 screening and a sexual offender background check. All personnel shall have a full criminal history, sexual offender, and Department of Motor Vehicle background check consisting of Federal and State records (note: applicants are not permitted to produce their own personal copies of previous background screening reports).

5. Credit Report: Those responsible for handling cash or financial transactions shall undergo a financial credit check.

6. A pre-employment medical examination must be completed, including drug and alcohol screening pursuant to the Florida Drug and Alcohol Free Workplace program requirements of §440.102, Florida Statutes.

7. Failure of an applicant to successfully complete the required full background investigation and medical examination shall result in the withdrawal of the contingent offer of employment.

8. All employees of the Club involved in accidents while on the job, regardless of level of damage or injury shall undergo a post-incident examination to include a drug and alcohol screening pursuant to § 440.102, Florida Statutes.

9. Employees of BCG and CWGM shall at all times be under the sole direction and not an employee or agent of the City. BCG and CWGM shall supply competent and physically capable employees to work at CWGC. City Manager or designee may give CWGM notice that an employee's conduct is detrimental to the public. Following said notice, CWGM shall meet with the City Manager or designee to consider the appropriate course of action.

10. Non-Discrimination & Equal Opportunity Employment. During the performance of this Agreement, CWGM shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CWGM will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, 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. CWGM shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CWGM further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11. Safety Standards. BCG warrants that all work performed under this Agreement shall conform in all respects to the standards, procedures and protocols set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. BCG shall supervise its work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.

12. Unauthorized Aliens: The employment of unauthorized aliens by BCG is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If BCG knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. This applies to any sub-contractors used by BCG as well.

The obligations under this Paragraph 4A herein above shall survive the termination of this Agreement.

13. City shall not, without the written consent of BCG, offer employment to, hire or employ any corporate BCG employee or individual who has been a corporate BCG employee at any time during the six (6) month period prior to the proposed offer of employment or hiring by City. The obligations under this Paragraph 4A.13 shall remain effective from the Effective Date through a period of one (1) year after the termination of this Agreement.

B. Inventory – Merchandise and Items for Re-sale. BCG shall, at the expense of the Club, obtain merchandise for the pro shop at the Club and food and beverage items, all in accordance with the Annual Budget and Program.

C. Supervision. BCG shall supervise and manage the Club operations to include golf pro shop, maintenance, food and beverage, annual membership and pass sales efforts, administration, and other ancillary services at the Club.

D. Equipment. Except as set forth in Paragraph 13, BCG shall, in preparation of Annual Budget and Program as set forth in Paragraph 4H, develop a list of required equipment and a purchase/lease schedule and maintain in good working condition and order the physical plant and equipment at the Club including the golf course and all physical structures which are part of the Club, and all vehicles and other maintenance equipment necessary to the maintenance and operation of the Club in the normal course of business. Such maintenance shall occur in accordance with manufacturer's recommended specifications for all equipment and vehicles or otherwise in accordance with industry standards as to all other property. The City shall have the right to inspect the equipment and maintenance procedures upon reasonable notice to CWGM.

E. Purchasing and Procurement. With respect to the duties and responsibilities of BCG as set forth in this Paragraph 4, BCG shall arrange for the procurement, on behalf of the City and as an operating expense of the Club, all operating supplies, operating equipment, inventories and services as are deemed necessary to the normal and ordinary course of operation of the Club and to operate the Club in accordance with the Annual Budget and Program. In purchasing operating supplies, operating equipment, inventories (including merchandise to be sold in the golf shop) and services for the Club, BCG may utilize its purchasing procurement services and/or other group buying techniques involving other clubs managed by BCG, provided that the cost thereof shall be competitive. In such event, BCG may receive and retain a minor fee or other compensation from vendors and service providers in exchange for BCG's services in making the benefit of volume purchases available to the Club or negotiating and implementing the arrangements with such vendors or providers, provided that the cost shall be competitive. Any available discount, rebate, fee or compensation which is directly attributable to the purchases made by BCG for the operation of the Club shall be remitted directly to the Club from the vendor and shall be included in Gross Income. BCG may, to the extent reasonably practicable, consult with the City's Purchasing & Contracts Manager in an effort to obtain the most competitive pricing available in the marketplace.

Any BCG proposed subcontractor shall be submitted to City for prior written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of BCG's duties to City under this Agreement, with it being understood that nothing herein shall in any way relieve BCG of any of its duties or responsibilities under this agreement.

F. Consultation. Except as provided in Paragraph 4A pertaining to the assignment by BCG of temporary or part-time BCG personnel, BCG shall, as part of its services hereunder and without additional compensation, make its staff available to City upon request for consultation regarding the Club, including, but not limited to capital improvements or projects which may include modifications to the vertical structures or golf course.

G. Marketing. BCG shall create, direct, and implement an annual marketing plan for the Club as part of the Annual Budget and Program. The marketing plan for the Club will include a market analysis, a summary of golf programs to include rates, annual membership and pass sales structure, and strategies for achieving the budgeted financial goals and other marketing-related goals for all Club departments.

BCG shall, as an operating expense of the Club, obtain and manage:

1. Marketing systems, including internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); credit card processing; and branding materials (graphic design, collateral, photography);
2. Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
3. Customer retention programs, including special events and programs; promotional offers; and membership events and programs;
4. Sales programs, including outing, membership, and event sales management; and
5. Quality assurance programs, including customer surveying; 'secret shopper' on-site visits and telephone sales calls.

BCG shall coordinate and oversee all third party contractors' work in connection with the production and implementation of these programs. BCG shall also include, as appropriate, the Club as a participant in BCG-shared marketing programs, including regional and national advertising and promotions, round sharing and referrals through the reservation system, and use of the name and mark 'Managed by Billy Casper Golf.'

All advertising fees and promotional fees paid by third parties to the Club shall belong to and constitute Gross Revenues of the Club.

H. Accounting. BCG or CWGM, as appropriate under separate agreements, shall pay all vendors of the Club (subject to the availability of funds in accordance with the terms of the Agreement). BCG shall provide separate budgeting, bookkeeping and reporting services to City for the Club. Copies of all books and records shall be kept at the Club. All books, records, software, data, programs, manuals and the like shall remain the property of City and BCG shall be entitled, but not obligated, to keep a copy of said books, records, software, data, programs, manuals and the like for its own records as it desires.

1. Reporting. BCG shall prepare and deliver to the City, in accordance with BCG standard procedures and format, on an accrual basis and generally accepted accounting principles (GAAP) for the single purpose subsidiary entity CWGM, regular monthly and annual financial statements which shall include an operating level balance sheet (bank account balances, inventory, accounts payable, accounts receivable if applicable, accrued payables, gift certificate balances and paid in capital from City), a profit and loss statement for the current month and year to date activity, accounts payable listing, general ledger activity and comments regarding monthly activity and variances to the Annual Budget. Upon City's request, BCG shall provide all accounting data and reports in electronic form. BCG shall not be responsible for the accounting or governmental reporting requirements of the City, including but not limited to, the depreciation, amortization or addition of assets and equipment, City's equity, debt service principle, loan amortization, or payment of any invoices which relate to a period prior to the Effective Date. City shall provide BCG opening entry data for the balance sheet within fifteen (15) days of the Effective Date.

Final monthly operating statements shall be furnished to City no later than the 20th day following the last day of each month, and annual operating statements shall be furnished by the 45th day following the last day of each Fiscal Year. At City's discretion, the annual operating statement shall be audited and prepared by a certified public accountant chosen by City, the cost of which shall be an Operating Expense of the Club. This audit shall be performed at the Club site, and BCG shall make every reasonable effort to comply with the auditor's requests.

2. Internal Control. BCG agrees to develop, install, and maintain appropriate accounting, operating, and administrative controls governing the financial aspects of the Club, such controls to be consistent (in all material respects) with generally accepted accounting principles.

3. Records and Inspection. BCG shall maintain a set of all financial, vendor, employee, and operating records relating to the Club at the Property. At any time during the Term and for five (5) years thereafter, City shall have the right, after reasonable prior written notice to BCG, to inspect the books, records, invoices, deposits, canceled checks, or other financial data or transactions of the Club at reasonable times and during normal business hours; provided, however, City shall use its best efforts to not cause any disruptions in the operations of the Club in connection with such inspections. BCG shall maintain and insure that its subcontractors and concessionaires, if any, maintain records to verify allowable expenses. In addition, the City may observe the operation of the Club so that the accuracy of the records can be confirmed. Notwithstanding the foregoing, such inspection rights shall not extend to any inspection of BCG corporate records at its corporate office or any records relating to any other projects or locations. Upon expiration or termination of this Agreement, BCG will promptly turn over all such Club records to City; however, BCG may retain copies as required by applicable records retention policies or law.

   In the event any audit or inspection conducted reveals any underpayment or overpayment by BCG and such fact is confirmed by the representatives of both parties, BCG or City, as applicable, shall correct such underpayment or overpayment within thirty (30) days of notification. In the event BCG and City cannot agree on the findings of the audit or inspection within thirty (30) days in good faith, then City and BCG shall appoint a neutral third party auditor that is mutually acceptable to both City and BCG who shall perform an independent review of both the City's determinations and BCG's determinations. The determination of such neutral third party auditor shall be final and binding on both parties. The cost of the neutral third party auditor shall be shared by both parties and shall not be considered an Operating Expense of the Club.

4. Annual Budget and Program. BCG shall prepare and deliver to City no later than June 1st of each year (except for the first full or partial fiscal year when BCG shall prepare and deliver to City no later than thirty (30) days after the Effective Date) for the following fiscal year: (a) an Annual Operating Budget, including revenues and Operating Expenses and labor burden (to include rates of pay, incentive or commission structures) for each department of the Club; a merchandise buying plan for the pro shop; a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Club for the following Fiscal Year, including, without limitation, a reasonable contingency and anticipated working capital requirements for the Club for the year; (b) a recommended capital expenditures budget for the next Fiscal Year; (c) a Policies and Procedures Outline for the Club, including, without limitation, operating policies, proposed hours of operation, policies related to complimentary golf course and Club use by City's representatives and employees, standards for operations and quality of service standards; (d) an Agronomic Plan including staffing assumptions, chemical and fertilization applications including planned agronomic practices; (e) Marketing Plan as described in Paragraph 4G (collectively, the "Annual Budget and Program"). BCG and City shall use their mutual best efforts to agree upon the

Annual Budget and Program for the following year before the Fiscal Year end. **City shall have the final approval and final decision-making authority over the Annual Budget and Program**. City shall provide BCG written confirmation of its approval of the Annual Budget and Program within sixty (60) days of BCG's submission of the Annual Budget and Program to City. If the City does not provide the written confirmation or rejection within the aforementioned sixty (60) day period, BCG shall continue to operate under the existing budget until approval is obtained.

Each party may, from time to time, propose to the other party, in writing, during the course of the year, such changes or amendments to the Annual Budget and Program as such party may consider necessary or appropriate, and BCG and City shall use their mutual best efforts to act upon such proposal within thirty (30) days after such proposal is made provided any such change or amendment shall be subject to City's prior written approval. If the City fails to provide written confirmation or rejection of BCG's proposed changes or amendments to the Annual Budget and Program within thirty (30) days after such proposal is made, said changes shall not go into effect until approval is obtained or rejection of the amendment has been received. BCG shall secure the prior approval of City for total expenditures which exceed the total expenditure amount approved in the Annual Budget and Program, however, as necessary, BCG has the ability to allocate funds from individual expense line item to another expense line item within the Annual Budget and Program, and (ii) expenditures which will exceed any line item in the Annual Budget and Program by Ten Thousand Dollars ($10,000), so long as all such expenditures do not exceed Fifty Thousand Dollars ($50,000) in the aggregate for the entire Annual Budget and Program, except for expenditures necessary in the event of emergencies for which prompt notice will be given to City.

a. Payroll and Benefits. BCG, on behalf of CWGM, shall establish, administer, and maintain the payroll procedure and systems for the CWGM employees at the Club and shall be responsible for overseeing the benefits to, and handling the appropriate payroll deductions for, individual employees. Benefits will be limited to vacations, sick leave, medical insurance coverage, and 401(k) plan, as approved by City pursuant to the Annual Budget and Program. All employees of the Club shall be employees of CWGM, and CWGM shall comply with Federal and State employment laws.

b. Vendor Accounts. BCG shall utilize existing vendor accounts which are in the name of the City whenever possible. If necessary, BCG shall coordinate with City and appropriate vendors to establish any new vendor accounts with appropriate credit limits applied for on behalf of and in the name of the City. .BCG and/or CWGM shall act as Agent for the City with regard to payment of vendors, and City accepts full responsibility for all vendor payments which are part of the approved Annual Budget and Program.

l. IT Services. BCG shall create, direct, and implement activities IT functionality, in a safe and stable manner, for the Club. BCG shall, as an Operating Expense of the Club, obtain and manage:

1. Networking infrastructure. The hardware and software resources of an entire network that enable network connectivity, communication, operations and management of a computer environment. The entire network infrastructure is interconnected, and can be used for internal communications, external

communications or both. The entire network infrastructure may include routers, switches, wireless routers, cables, network operations and management software, operating systems, firewall and network security applications, network connectivity (cable, T-1 Lines, DSL, satellite, wireless, IP addressing, etc.)

2. Telephone Systems. The electronic transmission of voice, fax, or other information between parties including the use of **VoIP** (**voice over Internet Protocol**) for the delivery of voice communications over the Internet. This includes voice, fax, SMS, and/or voice-messaging applications that are transported via a network.

3. Hardware and Software to include the physical components that make up a computer system and then the software that runs on those physical components.

4. Virus and Malware Protection software designed to prevent viruses, worms and Trojan horses from getting onto a computer as well as remove any malicious software code that has already infected a computer.

5. Network Intrusion Protection software application that monitors network or system activities for malicious activities. Intrusion detection and prevention systems are primarily focused on identifying possible malicious incidents, logging information about them, and reporting attempts.

6. Network Monitoring is the use of a system that constantly monitors the computer network for slow or failing components and notifies the network administrator (via email, SMS or other alarms) in case of outages.

i. PCI Compliance. BCG will review the network and work with City as part of the start-up and transition process in order to determine necessary steps to achieve compliance with the Payment Card Industry Data Security Standards ("PCI DSS") at the Club. PCI DSS is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment with focus on improving payment account security throughout the transaction process.

7. IT Service Reimbursement As part of the Annual Business Plan there shall be a monthly support fee for the remote support of the IT services as referenced. If the issue cannot be resolved remotely and requires BCG corporate based personnel to be on site at the Club BCG IT Services shall be paid an amount equal to seventy five dollars ($75.00) per hour and necessary hardware upgrades/software installation without mark-up or profit to BCG.

BCG shall coordinate and oversee all third party contractors' work, if cost effective and appropriate, in connection with the implementation of these programs.

J. Operating Expenses and City's Remittance.

1. Minimum Funds Balance. At the end of each calendar month, after paying the Operating Expenses of the Club and other expenses authorized by City, BCG shall remit directly to City all amounts (if any) then in the Operating Account (as hereinafter described) in excess of the Minimum Funds Balance (as hereinafter described) by wire transfer or on line transfer to said account as City may from time to time designate by written notice to BCG (the "City's Remittance").

As used herein, the Minimum Funds Balance for the Club shall be defined as the dollar amount of the total budget for all Operating Expenses (as set forth in the

Annual Budget and Program) for the month following the current month within the Term of the Agreement. At no time shall the Minimum Funds Balance be less than fifty thousand dollars ($50,000).

2. Operating Expenses. BCG shall pay all Operating Expenses for the Club on behalf of City from the Operating Account which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, Operating Expenses, Management Fees (including Base Management Fees and Incentive Management Fees), any real and personal property taxes levied on the Club. BCG will collect from and remit on behalf of the City, sales, use, value-included and excise taxes on sales and rentals at the Club. Under no circumstances shall BCG or CWGM be liable for Federal, State, or local taxes of any kind whatsoever levied against City or the Property in relation to City's ownership, leasing, or operations.

3. Initial Funding. Until such time as the Annual Budget and Program are approved by City, City gives BCG approval to operate the facility in accordance with this Agreement. City shall provide initial funding in the amount of fifty thousand dollars ($50,000) for operations prior to approval of the Annual Budget and Program (the "Initial Funding") and shall at all times ensure that the Minimum Funds Balance is maintained in the Operating Account upon execution of this Agreement. If operating revenues are insufficient to cover expenses, upon BCG's notifying City of such operating revenue shortfall, City shall have five (5) business days to deposit into the Operating Account the funds necessary to cover such deficits and to restore the Minimum Funds Balance. If City does not provide the necessary "Working Capital", BCG may, but shall not be responsible to, cover such Operating Expenses. City shall be liable to reimburse BCG for any such amounts paid by BCG. City shall be responsible for all late fees, interest, and other penalties charged by vendors and other parties who supply labor, services or materials to the Club and to whom such amounts are owed to the extent such amounts are charged arising out of the City's failure to provide the necessary Working Capital." The City shall not be responsible for late fees, interest and other penalties charged by vendors and other parties solely due to BCG or CWGM's failure to pay such expenses timely for reasons unrelated to the availability funds.

K. City's Meeting. BCG shall, periodically, consult with the City regarding the Club and its operations at a time, date and place designated by City.

L. Limitations. BCG shall obtain City's prior written approval for (i) contracts in excess of ten thousand dollars ($10,000), (ii) contracts in excess of twelve (12) months in duration unless the same can be terminated upon thirty (30) days written notice without cost or fee to City, and (iii) contracts with affiliates of BCG.

M. Assignment of Operations. Upon a termination of this Agreement, BCG and/or CWGM, as appropriate, shall assign to City's designee all operating accounts, vendor accounts, inventory, accounts receivable, and accounts payable, which transfer shall be completed upon BCG and/or CWGM receiving all fees due pursuant to this Agreement. BCG and CWGM shall, without additional payment by the City, cooperate beyond termination with City and any replacement manager for a reasonable period after termination (all parties hereto agree that a reasonable period is not less than two (2) weeks and not more than four (4) weeks) to facilitate the orderly transition of the management of the Club.

N. Waterways Maintenance: The City shall be responsible for maintaining all canals and lakes located on or adjacent to the property; however, as an alternative, BCG may

maintain the canals and lakes in accordance with the City's specifications and the cost of such maintenance shall be considered as an Operating Expense.

5. **ACCOUNTS.** BCG shall establish the following business checking accounts for the Club: (a) a "Deposit Account," (b) an "Operating Account" and (c) an "On Site Account," (collectively, the "Accounts"), for use in its management and operation of the Club. BCG, CWGM and City shall be authorized to access and use the Accounts in compliance with the Annual Budget and Program and the terms of this Agreement. All revenues, receipts, and funds deposited into the Accounts from time to time by City, BCG or CWGM shall be defined as and constitute "Working Capital" herein. BCG and/or CWGM shall cause all revenues and receipts to be deposited into the Deposit Account on a daily basis. BCG and/or CWGM shall use the Operating Account to pay all Operating Expenses of the Club and shall transfer funds from the Deposit Account to the Operating Account as required to pay such expenses. BCG and/or CWGM shall maintain in the On-Site Account an amount to be used for minor Club expenses.

Upon cancellation or termination of this Agreement for reasons other than fraud, theft or other criminal activity, BCG and/or CWGM shall continue to have the right to access and use the Accounts to satisfy all Operating Expenses incurred through the final effective date of termination after all of the notice and cure periods described herein have expired. Forty-five (45) days after the final effective date of termination after all of the notice and cure periods described herein have expired, BCG's and CWGM's rights to access and use the Accounts shall be immediately revoked and all funds in the Accounts shall be immediately paid over to City.. Upon direction from City from time to time, BCG shall invest or deposit funds in the Accounts in accordance with City's direction provided that the City's direction is compliant with the Annual Budget and Program and the terms of this Agreement. BCG shall establish, administer and maintain the point of sale and credit card procedures and systems for the depositing of revenues into such accounts on a daily basis.

6. **INSURANCE.** BCG shall secure and maintain a separate property, general liability, crime, D & O, and worker's compensation insurance coverage, etc. for the Club as set forth in **Exhibit A**, provided BCG has continued access and control of the property constituting the Club. These coverages, limits and deductibles set forth in **Exhibit A** are subject to change each policy year. BCG shall provide written notice to City in the event of a coverage, limit, and/or deductible change.

City shall notify BCG in writing if City desires to have any property insured through BCG Master Insurance policy. The written notice must be delivered to CWGM such that it is received by BCG thirty (30) days prior to the effective date of such coverage. City shall be liable for the payment of the premiums of said insurance for so long as City shall own the Club during the term of this Agreement. The coverage shall be terminated upon termination of the Agreement. Upon City's prior written notification to BCG, City may procure and maintain, at City's sole cost and expense, with insurance companies licensed to do business in the State of Florida sufficient insurance fully covering the Property and operation of the Club. Owner shall deliver to BCG certificates of insurance evidencing the required policies.

Such policies shall name BCG, CWGM, City, and any applicable third parties as additional insureds under such policies. All insurance policies required hereunder shall contain a provision requiring the insurer to notify BCG, City and other named insureds at least thirty (30) days in advance of any cancellation or termination of such policy and satisfactory waiver of subrogation provisions. BCGs secured coverages shall not include D & O coverage for City. Except as provided for elsewhere in this Paragraph, BCG shall be responsible for securing and maintaining all of the insurance policies required hereunder, provided, however, that BCG shall have no obligation to pay such premiums from its own funds. BCG shall obtain competitive bids for the coverage each year. BCG contemplates that it will secure such insurance as a part of a blanket policy; the premiums attributable to the Club shall be determined by making a reasonable allocation based on the relation of the amount of insurance carried for the Club to the total policy

amount provided for other BCG clubs in the blanket policy, and the blanket policies shall have coverage in the amounts set forth in **Exhibit A**. These coverages, limits and deductibles are subject to change each policy year. BCG shall provide written notice to City in the event of a coverage, limit, and/or deductible change. The premiums for any and all such policies shall be paid from the Operating Account to be provided by City pursuant to Paragraph 5 hereof and in accordance with the Annual Budget and Program, or by City in the event there is insufficient Working Capital available.

7. COMPENSATION AND FEES.

A. Base Management Fee. For its services hereunder, BCG shall be paid a Base Management Fee (the "Base Management Fee") of seven thousand three hundred and thirty three dollars per month ($7,333.00) per month. The Base Management Fee shall be payable on the fifth (5th) day of each month from the Operating Account. The Base Management Fee shall be a net fee to BCG and shall not include Club expenditures as provided for in this Paragraph 7 or any other Operating Expenses. Commencing on January 1, 2015, and for each subsequent year and possible Extension Term thereafter, the Base Management Fee shall increase three-percent (3%) over the immediately preceding year for the term of the Agreement.

B. Incentive Management Fee. In addition to the Base Management Fee, BCG shall be entitled to earn an Incentive Management Fee for each full Fiscal Year during the Term. For Fiscal Year 2014 and each year thereafter, BCG shall receive an amount calculated as fifteen percent (15%) of the positive Net Operating Income in excess of one dollar ($1.00) for Fiscal Year 2014 and 2015 and fifteen percent (15%) of positive Net Operating Income in excess of one hundred and fifty thousand dollars ($150,000.00) (the "Incentive Management Fee"), for each year thereafter. Notwithstanding anything to the contrary in this Paragraph 7, the Incentive Management Fee earned by BCG in any Fiscal Year shall not exceed one-hundred percent (100%) of the Base Management Fee paid to BCG for that Fiscal Year. The Incentive Management Fee earned for a Fiscal Year shall be paid no later than seventy-five (75) days following the Fiscal Year for which it is calculated and in which it was earned.

All Base Management Fees and Incentive Management Fees during the term shall be paid to BCG from the Operating Account. City shall pay directly to BCG any fees not payable until after the expiration or termination of this Agreement. Any Base Management Fee not received by the 10th of the month, any Incentive Management Fee not received seventy-five (75) days following the year in which it was earned, and any other sums due under this Agreement and not paid when due (including, but not limited to reimbursement for Centralized Services as defined in Paragraph 7C below and Operating expenses as described in Section I) shall be delinquent (hereafter, "Past Due Amount") and subject, without notice or demand, to late fees and interest as follows:

1. Late Fees & Interest. This Agreement shall be subject to the provisions of the Florida Prompt Payment Act as set forth in Chapter 218, Florida Statutes.

C. Stop-Gap Provision. In the event Net Operating Income is less than One Hundred and Fifty Thousand Dollars ($150,000.00) in the aggregate for Calendar Years 2014 - 2016, BCG shall credit four (4) months management fees for each of the remaining two (2) years of the initial term of the Management Agreement, pay the Cure Amount pursuant to Paragraph 10 C, or City may terminate agreement per Paragraph 10 C. For purposes of determining whether the $150,000 in the aggregate for Calendar Years 2014-2016 has been achieved, Net Operating Income shall be a subject to adjustment for force majeure, or Uncontrollable Forces as outlined in Paragraph16 S.

D. Ongoing Travel. After the Transition and Start up Travel period of ninety (90) days, BCG's corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with its services hereunder pursuant to the approved line item in the approved Annual Budget and Program, provided that any such expenses shall be appropriately allocated among other facilities benefited by such travel. BCG shall provide documentation of all expenses in a form acceptable to City. Such reimbursement shall not exceed six thousand dollars ($6,000) per Fiscal Year.

E. Transition & Start-up Travel. For changes requested by City, during the initial ninety (90) days of this Agreement, BCG's IT, Human Resources, and Regional Support corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with the start-up and transition of the Club to BCG Operations. Such reimbursement shall not exceed two thousand dollars ($2,000). In the event that the actual cost of expenses exceeds two thousand dollars ($2,000), BCG shall submit a written request to the City which shall include a detailed justification for such increase. City shall provide written permission prior to incurring such expenses.

F. City's Review. BCG's services herein shall include management and oversight of the turn-key accounting function as set forth in Paragraph 4H, and upon reasonable notice (which may be verbal) representatives of City shall have the right, at any time during normal business hours, to review all of BCGs books and records including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to the Club including, without limitation, BCG's work papers related to BCG's preparation of operating statements. All expenses related to any such review shall be exclusively borne by City for purpose of this Agreement unless such review reveals an overpayment of any fees or other amounts in which case BCG shall pay for the review. City's exercise of its right of review or to dispute any fee or expense reimbursement claimed by BCG shall not delay payment of the undisputed portion thereof by City within the time frames set forth herein. However, payment by City of a fee or other amount hereunder shall not constitute a waiver of City's right to subsequently dispute the amount thereof. If City and BCG determine that any portion of the Base Management Fee or any other amount was improperly paid to BCG, BCG shall refund such improperly paid fee together with interest thereon from the time when such fee was paid to BCG within five (5) business days after receipt of notice from City to BCG. If there is any dispute between the parties regarding whether or not any payments of the Base Management Fee or any other amount were proper, such disputes shall be resolved by a court of competent jurisdiction as set forth in Paragraph 14B.

G. Centralized Services. BCG may cause to be furnished to the Club certain services ("Centralized Services") which are able to be furnished in a more cost effective and efficient manner on a central or regional basis to golf facilities managed by BCG. The costs to provide such services shall be aggregated and billed to the clubs by BCG rather than by a third party vendor. Centralized Services shall be approved as part of the Annual Budget and Program. BCG represents that this reimbursement amount shall consist of an amount not exceeding the actual cost of the services without mark-up or profit to BCG including salary and employee benefit costs, cost of equipment used in performing such services, and overhead costs of the home office or any regional or other local office providing such services.

8. CAPITAL EXPENDITURES. The cost of all Capital Improvements shall be deemed to include any item purchased in connection with the operation of the Club which:

A. Has an economic useful life in excess of one (1) year, and

B. Has a cost in excess of two thousand five hundred dollars ($2,500). All Capital Expenditures for Capital Improvements shall be the responsibility of City and all decisions as to whether or not to undertake any capital improvements projects or otherwise in respect of any capital improvements shall be made by City in consultation with BCG.

9. DEFAULT AND REMEDIES.

A. City Default. The following shall constitute an event of default ("Event of Default") by City under this Agreement:

1. Failure to timely pay BCG any fees, compensation, or reimbursement due BCG pursuant to this Agreement;

2. Failure to timely provide working capital in accordance with Paragraph 4J hereof;

3. Failure by City to perform any material obligation set out in this Agreement, such as, but not limited to, failing to consult with BCG regarding budgets or capital improvements;

4. Assignment by City for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization; or

5.

B. BCG Default. The following shall constitute an event of default ("Event of Default") by BCG under this Agreement:

1. Failure to maintain the amenities of the Club in reasonably good condition, not including failures resulting from abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of BCG;

2. Failure to operate the Club in accordance with the approved Annual Budget and Program;

3. Failure of BCG to perform any material obligations set forth in this Agreement; or

4. Assignment for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

C. Notice and Cure. When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party. The Defaulting Party shall have ten (10) calendar days from the date of the notice to cure the default unless the default is a non-monetary default and, due to weather, growing conditions or other factors beyond the reasonable control of the Defaulting Party, requires more time to cure. In order to qualify for a longer cure period, the Defaulting Party must earnestly begin to cure within thirty (30) calendar days from the date of the notice to cure and diligently pursue such cure. In no event will the Defaulting Party have more than sixty (60) days from the date of the notice in the aggregate to cure a non-monetary default. Notwithstanding anything to the contrary, neither City nor BCG shall be entitled to any notice and cure period for a default that occurs more than two (2) times in any twelve (12) month period.

D. Rights upon Default. If the Defaulting Party does not cure the default within the grace period provided in Paragraph 9C above, the other party may terminate this Agreement. The termination shall be effective thirty (30) days after written notice to the Defaulting Party of its failure to cure (the "Termination Effective Date"). At any time after the Termination Effective Date and within the applicable statute of limitations, the parties may pursue all rights and remedies available in law or equity, including payment of accrued amounts pursuant to Paragraph 7 hereof. Notwithstanding any contrary provisions hereof, BCGs rights to recover damages from City shall be limited to the extent such liability was as a result of the direct actions, omissions or liability of BCG or otherwise to the sum of (i) accrued and unpaid Base Management Fees and Incentive Management Fees as of the Termination Effective Date, and other amounts due hereunder, including all amounts to fully pay all sums due to third party vendors who provided goods or services to the Club, along with all accrued late fees, interest, and any attorney's fees and costs incurred in collecting or attempting to collect such unpaid amounts; (ii) actual damages not to exceed the amount of one hundred thousand dollars ($100,000); and (iii) the Cancellation Fee (defined below) as fixed, agreed liquidated damages and not as a penalty (it being agreed by the parties that BCG's damages would be extremely difficult to measure and that the Cancellation Fee has been agreed upon, after negotiations, as a reasonable estimate of such damages). The parties also agree that notwithstanding any contrary provision hereof, City's damages shall be limited as provided herein.

10. TERMINATION AND CANCELLATION.

A. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party as provided in Paragraph 9D above.

B. Cancellation Fee; Default by City. In the event BCG terminates this Agreement due to the Default of City and BCG is not in default, City shall pay to BCG, within sixty (60) days of the Termination Effective Date, a cancellation fee based on the year in which termination occurs (the "Cancellation Fee").

The Cancellation Fee shall be calculated as: the amount determined by taking the sum of the Base Management Fee and the Incentive Management Fee for the prior Fiscal Year, then multiplying that quantity times the remaining years (including fractional years) in the Term of the Agreement, and then multiplying that second quantity times fifty percent (50%). The above formula will apply during any renewal term based upon the remaining years in the renewal term. Provided, however, the Cancellation Fee pursuant to this Paragraph 10B shall not be less than seventy-five thousand dollars ($75,000). The parties agree that the Cancellation Fee is not duplicative of any other damages which BCG may recover in the event of a default by City.

C. City's Reserved Right of Termination For Cause. **City shall have the right to terminate the Agreement, without the payment of a Termination Fee, Cancellation Fee or other penalty,** if, in at the end of Fiscal Year 2016 Net Operating Income does not equal or exceed $150,000 in the aggregate for the Fiscal Years 2014-2016. City may exercise such termination right by providing written notice within thirty (30) calendar days after City's receipt of the final determination of Net Operating Income for the third Fiscal Years (either via the BCG-prepared annual operating statement in Paragraph 4H; provided, however, that the methodology for calculation of Net Operating Income shall be as defined herein and shall be consistently applied to any Fiscal Years used in comparison). Failure to give such notice within such thirty (30) day period shall be deemed to be a waiver by City of its right to terminate based on the Fiscal Years in question, but shall not be deemed to be a waiver of such right with respect to subsequent Fiscal Years.

In the event City elects to exercise its right of termination for cause, BCG shall have the

right, but not the obligation, to nullify such termination by paying to City, within sixty (60) calendar days of BCG's receipt of City's termination notice, the aggregate amount by which actual Net Operating Income for the Fiscal Years 2014-2016 was less than $150,000 in the aggregate (the "Cure Amount").

D. In order to afford City the ability to preserve its assets, City shall have the right to terminate this Agreement, effective upon delivery of written notice of termination, in the event of fraud, theft or other criminal activity by BCG or CWGM, which has not been appropriately addressed by CWGM or BCG.

E. Termination Fee; City's Termination for Convenience. After Fiscal year 2016, City may terminate the Agreement upon ninety (90) days prior written notice to BCG and payment of a Termination Fee of fifty thousand dollars ($50,000).

F. Sale Termination Fee: Sale of Club. In the event of a sale or transfer of the Club to any third-party, City shall have the unilateral right to terminate this Agreement at any time on ninety (90) days prior written notice, subject to the provisions set forth below. In the event of such unilateral termination due to the sale or transfer of the Club and BCG not being in default under this Agreement, BCG shall continue to manage the Club until the sale of the Club as evidenced by a transfer of title. Upon sale of the Club, BCG shall be paid a Sale Termination Fee equal to Fifty Thousand dollars ($50,000). Sale Termination Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to or as of the date of sale of Club. However, if BCG is retained by the new owner under similar terms and conditions of this Agreement acceptable to BCG, no Sale Termination Fee shall be paid to BCG.

G. No Waiver. By terminating this Agreement in accordance with this Paragraph 10, neither party shall be deemed to have waived any action it might have, in law or equity, by reason of a breach of or default under this Agreement.

H. Proprietary Material. Upon termination or cancellation of this Agreement, for any reason or under any circumstances, BCG's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting, (ii) operations and employee training materials and manuals of BCG and (iii) the information and processes related to and used by BCG in the marketing and agronomic plan shall remain the sole property of BCG and shall be removed by BCG upon termination of this Agreement. However, to the extent that any public records are only available through utilization of such proprietary materials/software, BCG must afford City the ability or license to use such materials, although such use may be limited to such purpose. Additionally, any actual or implied association of the Club or Facility with Billy Casper or Billy Casper Golf, LLC shall cease upon termination.

11. USE OF CLUB. During the term of this Agreement, the Club shall be a public facility.

12. LIQUOR LICENSE. Subject to any relevant Florida or City of Tamarac Alcoholic Beverage Control ("ABC") licensing requirements, City, or CWGM shall maintain at all times (except for the application period) a valid liquor license on the premises, and all of the parties hereto shall comply with all relevant ABC laws regarding the use of such license.

13. FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY. If all or any portion of the Club is destroyed by fire or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination hereunder by either party unless such damage or destruction results in the whole or a substantial part of the Club being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction, City shall decide not to rebuild the damaged portion of the Club, then in any such event, this Agreement shall terminate on notice from City to BCG of such

termination and neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, if:

A. As a result of any damage or destruction to, or condemnation of, any part of the Club; or

B. Otherwise due to causes beyond BCG's reasonable control (and so long as BCG uses all reasonable diligence to cure such inability), BCG shall be unable to perform its obligations hereunder in respect of the operation of the Club, City and BCG shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, including, without limitation, the Working Capital provisions thereof, to allow payment of necessary Club expenses (including, without limitation, Club employee expenses) until such damage or destruction is repaired or such inability is cured and, if the parties are unable to agree on such an amendment within twenty (20) business days after BCG shall have given City notice of the occurrence of such event, BCG shall have the right to terminate this Agreement by notice to City of such termination and neither party shall have any further rights or obligations hereunder. In the event of a force majeure there is no Cancellation Fee or Termination Fee due to BCG.

14. INDEMNIFICATION AND LIABILITY.

A. Indemnity.

1 GENERAL INDEMNIFICATION: BCG shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses to the extent limited by Paragraph 7.C.), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of BCG, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by BCG in the performance of the Work; or c). liens, claims or actions made by BCG or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by BCG.

2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

3 BCG shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of BCG under the indemnification agreement. City agrees to coordinate with the insurance carrier to select appropriate defense counsel. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or §768.28, Florida Statute as amended from time to time.

5 City and BCG recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by BCG and requires a specific consideration be given there for. The Parties therefore agree that the sum of one hundred dollars and 00/100 ($100.00), of the compensation paid hereunder receipt of which is hereby acknowledged is paid as is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by BCG. Furthermore, the City and BCG understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and BCG's responsibility to indemnify.

6. City is a municipal agency as such term is defined in §768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees of the City to the extent permitted by law while they are employed by City. Nothing herein is intended to serve as a waiver of sovereign immunity.

7. This Agreement shall not be construed as consent by any party hereto to be sued by third parties in any matter arising out of this Agreement.

B. Legal Actions. Legal counsel for BCG and City shall cooperate in the defense or prosecution of any action pertaining to the Club. BCG shall not institute or defend any legal action or retain counsel affecting the Club without City's consent. BCG shall forward all legal notices or notices of a financial nature which relate to the Club, to City at the address listed under Paragraph 16K. BCG shall advise and assist City in instituting or defending, as the case may be, in the name of Club, City, and/or BCG, but in any event expressly as a Club expense, all actions arising out of the operation of the Club and not attributable to the negligence of BCG, and any and all legal actions or proceedings to collect charges, third party payments, rents, or other incomes for BCG, City, or the Club, or to lawfully evict or dispossess tenants or other persons in possession there under, or to lawfully cancel, modify, or terminate any lease, license, or concession agreement in the event of default thereof, or to defend any action brought against City, unless otherwise directed by the City. BCG shall assist City to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as a Club expense, and any violation, order, rule, or regulation affecting the Club.

C. Choice of Law and Venue. Whereas BCG's principal place of business is in the Commonwealth of Virginia, and the Facility is located in the State of Florida, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties also agree that any dispute between them in any way arising out of or pertaining to this Agreement shall be exclusively brought in the Circuit Court for Broward County Florida or in the United States District Court for Broward County. The parties agree to submit to the jurisdiction of those courts.

D. Liability of BCG and City.

1. Other persons. BCG shall not be responsible for the acts or omissions of any of City's other contractors or any subcontractor, or any employees of City, or any persons representing City performing any services for or in connection with the Club, or any consultants or other persons engaged by City with respect thereto, unless and only to the extent BCG is supervising, or should be supervising the same, and BCG shall be responsible only for the performance of BCG's obligations hereunder in accordance with the terms hereof.

E. Environmental Remediation. Throughout the Term, if BCG becomes aware of the presence of any Hazardous Material in a quantity sufficient to require remediation or

reporting under any Environmental Law in, on or under the Property or if BCG, City, the Club, or the Property becomes subject to any order of any federal, state or local agency to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the Property, BCG shall, at City's request and sole expense, use all commercially reasonable efforts to carry out and complete any required investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of the Property; provided that such remediation activities shall be at BCG's expense if such activities are required as a direct consequence of Hazardous Material being present in, on or under the Property solely as a result of negligent actions undertaken by BCG. City acknowledges and agrees that City shall be solely responsible for any legal or other liability arising out of the presence of any Hazardous Material in, on or under the Property, except to the extent such Hazardous Material is present in, on or under the Property solely as a result of negligent actions undertaken by BCG.

15. CONFIDENTIALITY & PUBLIC RECORDS.

A. Work performed by BCG and its agents or assigns pursuant to this Agreement (including, without limitation, any correspondence, analysis, reports and related materials prepared), constitutes confidential and privileged work product subject to the provisions of Chapter 119, Florida Statutes, and pursuant to the requirements of Paragraph 15.D herein, and BCG's communications thereon with City or their respective employees or counsel or other professionals retained by City (each a "City Person") constitute confidential and privileged communications which are intended to have the full protections of the work product doctrine, proprietary business privilege, attorney-client privilege and all other applicable privileges as such may be interpreted in accordance with Florida law. Accordingly, BCG agrees that it will not provide such oral or written reports or other work product or disclose such communications to any person other than City, except as may be otherwise requested by City or otherwise required by law.

B. BCG agrees that all information, not publicly available, which is received by it from City in connection with this engagement, will be treated confidentially by BCG, except as required by process of law or as otherwise requested by City. In the event BCG is required to disclose any of such information pursuant to process of law, BCG agrees to provide City with prompt notice so that City may seek appropriate remedies, including a protective order. In any event, BCG and its agents, representatives, and employees will furnish only that portion of the information that is legally required to be disclosed.

C. City shall retain exclusive rights to ownership of all work output hereunder. Work output includes reports issued pursuant to this Agreement, but excludes, among other things, all working papers of BCG, any correspondence, memoranda, calculations, processes, notes, etc. that BCG may have used in the development of the reports above or such working papers or in the performance of any work covered by an authorization under this Agreement.

D. Public Records. City is a public agency subject to Chapter 119, Florida Statutes. BCG and its subcontractors, as applicable, shall comply with Florida's Public Records Law. Specifically, BCG shall:

1. Maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida. Statutes or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized or required by law; and

e. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of BCG upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City.

f. The failure of BCG to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 10 "Termination and Cancellation" herein.

16. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

B. Written Amendments. The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.

C. Further Amendments. The parties hereby agree from time to time to execute and deliver such further instruments and documents, and do all such other acts and things, which may be convenient or necessary to more effectively and completely, carry out the intentions of the Agreement.

D. Compliance with Laws. BCG shall, at all times, operate, use, and conduct the business of the Club in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules and regulations, and maintain all licenses and permits relating to the Club, with City's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the term of this Agreement required in connection with the management, use, and operation of the Club.

E. Environmental Laws. City represents to BCG that no hazardous materials have been released into the environment, or have been deposited, spilled, discharged, placed or disposed of at or within the Club in violation of any Environmental Law (as defined below), nor except as expressly disclosed and described by City to BCG has the Club been used at any time by any person as a landfill or a disposal site for hazardous materials or for garbage, waste or refuse of any kind. City also represents, to the best of City's knowledge, that there are no underground storage tanks of any nature on the Club (fuel, propane, gas etc.). City does not have any knowledge of asbestos-containing products within the Club.

For the purposes of this Agreement, "Environmental Law" shall mean: All applicable Federal, State, county or local (or other political subdivision thereof) laws, statutes, codes, acts, ordinances, orders, rules, regulations, directives, judgments, decrees, injunctions, directions, permits, licenses, authorizations, decisions and determinations issued, adopted or enacted by any judicial, legislative, regulatory, administrative or executive body of any governmental or quasi-governmental authority, department, branch, division, agency or entity exercising functions of or pertaining to any government having jurisdiction affecting the Club, or any licenses and permits of any governmental

authorities, from time to time applicable to the Club or any part thereof regarding hazardous materials.

G. Binding. All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party.

H. Assignment. BCG may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to BCG's Subsidiary as identified in this Agreement. Assignment or transfer to any other party or parties must be approved by City prior to such assignment or transfer taking place.

I. Subordination and Estoppel. This Agreement shall be subject and subordinate at all times to the lien of any mortgage (or any such instrument providing a security interest) which may now exist or may hereafter be executed in any amount for which the Club or any portion thereof is specified as security. City agrees to use its commercially reasonable best efforts to obtain from Lender a non-disturbance agreement in Lender's standard form reasonably acceptable to BCG.

Within ten (10) days of any such written request which City may make from time to time, BCG shall execute and deliver to City a statement in a form reasonably satisfactory to City certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modification), the date to which the Base Management Fee and Incentive Management Fee have been paid, the fact that there are no current defaults under this Agreement by City or BCG, except as specified in BCG's statement, and such other matters reasonably requested by City.

J. Right to Pledge. Any provision herein contained to the contrary notwithstanding, City shall have the right to assign all or any portion of its right, title and interest in, to and under this Agreement and in and to the Club, by way of mortgage or security agreement, in order to secure the repayment of construction and/or permanent loans made for the purpose of financing all or any portion of its costs relating to the acquisition of the Club and the construction of the golf course, clubhouse and improvements thereon, as well as loans for working capital provided that the City shall, upon execution of any such mortgage or security agreement, promptly deliver a true copy of such mortgage or security agreement to BCG. The mortgagee or other secured party, and their respective assigns, may enforce such mortgage or security agreement and may acquire title to the Club and City's interest under this Agreement in any lawful way, and may take possession of the encumbered assets, or cause any person having the relationship of an independent contractor to the mortgagee or secured party to take possession of the encumbered assets, and upon foreclosure thereof (or in the event of any sale thereof in lieu of foreclosure) may without further consent of BCG sell and assign the Club, free and clear of this Agreement. The mortgagee or secured party or its assigns and any independent contractor to the mortgagee or secured party shall be liable to perform the obligations of City hereunder only during the period such person has title to the Club and City's interest hereunder and this Agreement is in effect but in no event shall such person have any responsibility or liability for the payment of the Termination Fee or the Cancellation Fee.

K. Notices. All notices, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing, shall be given only in accordance with the provisions of the Paragraph 16K, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered, (i) upon receipt when hand delivered (or refused) during normal business hours, (ii) upon

the third (3rd) business day after delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery), or (iii) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).

In the case of BCG:

Billy Casper Golf, LLC.
8300 Boone Blvd., Suite 350
Vienna, VA 22182
Attention: Legal Department
Telephone: 703.761.1444
Facsimile: 703.893.3504

With copy to:

Moore & Lee, LLP
1650 Tysons Boulevard, Suite 1450
McLean, Virginia 22102
Attn: Charlie C.H. Lee
Telephone: (703) 506-2050
Facsimile: (703) 506-2050

In the case of City:

City of Tamarac
Attn: Michael C. Cernech, City Manager
7525 NW 88th Avenue
Tamarac, Florida 33321
Telephone:954-597-3510
Facsimile: 954-597-3520

With copies to:
Director of Financial Services
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

or to such other address as either party may designate by notice complying with the terms of this Paragraph.

L. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

M. Invalidity / Severability. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or

unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.

N. No Waiver. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.

O. Independent Contractor / No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the BCG 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. BCG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of BCG, which policies of BCG shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The 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. Any potential Agreement shall not be construed as creating any joint employment relationship between BCG and the City and the City will not be liable for any obligation incurred by BCG, including but not limited to unpaid minimum wages and/or overtime premiums.

P. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Q. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by contract or otherwise from entering into and performing this Agreement.

R. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute on and the same agreement.

S. Uncontrollable Forces. Neither the City nor BCG 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.

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.

T. 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.

U. 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.

(SIGNATURE PAGE FOLLOWS)

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 BILLY CASPER GOLF, LLC, signing by and through its Executive Vice President and its Chief Executive Officer duly authorized to execute same.

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, ESTABLISHED 1963, SEAL

ATTEST:

Patricia A. Teufel, CMC
City Clerk

10-24-13
Date

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

Michael C. Cernech, City Manager

10-24-13
Date

Approved as to form and legal sufficiency:

Samuel Goren, City Attorney

10/24/13
Date

ATTEST:

Corporate Secretary

10-24-13
Date

BILLY CASPER GOLF, LLC

R. Joseph Goodrich, Executive Vice President

10-24-13
Date

Alexander Elmore, Chief Operating Officer

10-24-13
Date

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF VIRGINIA :
:SS
COUNTY OF FAIRFAX :

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 R. Joseph Goodrich, Executive Vice President of Billy Casper Golf, LLC, a Virginia Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of Oct. 24th, 2013.

Eileen Anderson O'Day
Notary Public
Commonwealth of Virginia
ID # 7501845
My Comm. Exp. 11-30-2015

Eileen Anderson O'Day
Signature of Notary Public
State ~~of Florida at Large~~ VIRGINIA

EILEEN ANDERSON O'DAY
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.

EXHIBIT A
INSURANCE SCHEDULE

INSURANCE REQUIREMENTS

The following are required types and minimum limits of insurance coverage, which BCG agrees to maintain during the term of this contract:

Line of Business/ Coverage	**Occurrence**	**Aggregate**
Commercial General Liability and or Umbrella/Excess Liability	**$1,000,000**	**$2,000,000**
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury/Advertising		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Employment Practices and Employer Benefits Liability		
Directors and Officers/Errors and Omissions	**$1,000,000**	**$2,000,000**
Automobile Liability	**$1,000,000**	**$2,000,000**
Owned and Leased		
Hired and Non-owned		
Personal Injury Protection		**Statutory**
Liquor Liability	**$1,000,000**	**$2,000,000**
Storage Tank Liability (If required)	**$1,000,000**	**$1,000,000**
Pollution Liability	**$1,000,000**	**$2,000,000**
Flood Insurance	**Replacement Cost Building Value**	
Contractors' Equipment	**Replacement Cost**	
Property Insurance	**Replacement Cost Building Value**	
(All Risk Peril Policy including Hurricane/Wind or a comparable Special Risk Policy covering approved list of perils naming the City as a Loss Payee on all Real Property and City owner Property)		
Boiler and Machinery	**Replacement Cost Value**	
Contents	**Replacement Cost Value**	
Business Income / Extra Expense	**$1,000,000**	**$2,000,000**
Workers' Compensation	**Statutory**	
Employers Liability		
Bodily Injury by Accident	**$500,000**	
Bodily Injury by Disease	**$500,000**	
Bodily Injury by Disease Policy Limit	**$500,000**	

<u>Fidelity Bond or Fidelity Insurance</u> covering all employees who have access to or responsibility for or who handle City funds $1,000,000 $2,000,000

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither BCG nor any Subcontractor of BCG shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. BCG will ensure that all Subcontractors will comply

with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

BCG liability insurance policies (General/Umbrella/Excess Liability, Automobile Liability, Liquor Liability and Pollution Liability) shall be endorsed to add the City of Tamarac as an "additional insured". BCG Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

BCG shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that BCG purchase a bond to cover the full amount of the deductible or self-insured retention.

If BCG or any Subcontractor is to provide professional services under this Agreement, BCG must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability.

BCG agrees to perform the work under the Contract as an independent Contractor, and not as a subcontractor, agent or employee of CITY.

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

A portion of Section 8, Township 49 South, Range 41 East, of Fort Lauderdale Truck Farms Subdivision, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 8; thence South 00° 01' 37" East, along the East line of said Section 8, a distance of 2637.99 feet; thence North 88° 59' 05" West a distance of 53.01 feet to the Point of Beginning of this description; thence North 00° 01' 37" West, parallel with and 53.00 feet West of, as measured at right angles to the East line of said Section 8, a distance of 1558.05 feet to a point of curvature of a circular curve to the left; thence Northerly and Westerly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 39.27 feet to the point of tangency; thence South 89° 58' 23" West a distance of 35.00 feet to a point of curvature of a circular curve to the left; thence Westerly and Southerly along the arc of said curve, having a radius of 285.00 feet, an arc distance of 40.13 feet; thence South 0° 01' 37" East, a distance of 135.00 feet; thence South 16° 02' 45" West, a distance of 686.27 feet; thence South 05° 34' 29" East, a distance of 600.52 feet; thence North 72° 09' 58" West, a distance of 401.52 feet; thence North 88° 59' 05 " West, a distance of 280.00 feet; thence North 09° 50' 20" East, a distance of 1001.80 feet to the point of curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 220.00 feet, an arc distance of 201.04 feet; thence North 61° 47' 33" East, a distance of 448.95 feet; thence South 39° 51' 47" East, a distance of 180.88 feet to an intersection with the arc of a circular curve to the right, having a radius of 335.00 feet and whose radius point bears South 37° 49' 54" East, from the last described point; thence Easterly along the arc of said curve, an arc distance of 76.60 feet to an intersection with the arc of a circular curve to the left; thence Northerly and Westerly along the arc of said curve, having a radius of 300.00 feet, and whose radius point bears South 89° 57' 07" West, from the last described point, an arc distance of 250.54 feet to the point of tangency; thence North 47° 53' 50" West, a distance of 541.03 feet; thence North 0° 01' 37" West, a distance of 410.00 feet; thence North 88° 59' 10" West, parallel with and 53.00 feet South of as measured at right angles to the North line of said Section 8, being further described as the South Right-of-Way line of McNab Road, a distance of 100.00 feet; thence South 0° 01' 37" East, a distance of 130.61 feet; thence Southwesterly along the arc of a circular curve to the right, whose radius point bears North 88° 59' 10" West, from the last described point and having a radius of 1280.00 feet, an arc distance of 999.70 feet; thence North 57° 59' 05" west, a distance of 7.45 feet; thence South 32° 00' 55" West, a distance of 45.00 feet; thence South 57° 59' 05" East, a distance of 162.90 feet to the point of curvature of a circular curve to the right; thence Southerly along the arc of said curve, having a radius of 175.00 feet, an arc distance of 230.77 feet to the point of tangency; thence South 17° 34' 17" West, a distance of 147.61 feet to the point of curvature of a circular curve to the left; thence Southerly, along the arc of said curve, having a radius of 375.00 feet, an arc distance of 172.37 feet to the point of tangency; thence South 08° 45' 52" East, a distance of 541.39 feet to the point of curvature of a circular curve to the right; thence Southwesterly, along the arc of said curve, having a radius of 100.00 feet, an arc distance of 143.00 feet to the point of tangency; thence South 73° 09' 58" West, a distance of 117.65 feet to the point of curvature of a circular curve to the right; thence Northwesterly along the arc of said curve, having a radius of 75.00 feet, an arc distance of 137.16 feet to a point of reverse curve; thence Northwesterly along the arc of a circular curve to the left, having a radius of 125.00 feet, an arc distance of 78.86 feet to the point of tangency; thence North 38° 11' 55" West, a distance of 264.30 feet; thence North 01° 00' 55" East, a distance of 445.00 feet; thence North 88° 59' 05" West, a distance of 100.00 feet; thence North 67° 23' 29" West, a distance of 189.57 feet to the point of curvature of a circular curve to the right; thence Northwesterly, along the arc of said curve, having a radius of 385.00 feet, an arc distance of 245.84 feet; thence South 59° 11' 39" West, a distance of 375.88 feet to the point of curvature of a circular curve to the left; thence Southwesterly, along the arc of said curve, having a radius of 1420.00 feet, an arc distance of 517.41 feet to the point of tangency; thence South 38° 19' 01" West, a distance of 177.12 feet to a point on the arc of a circular curve to the right, whose radius point bears South 47° 40' 39" West, from the last described point; thence Southeasterly, along the arc of said curve, having a radius of 830.00 feet, an arc distance of 39.14 feet; thence North 65° 52' 56" East, a distance of 711.17 feet; thence

EXHIBIT "B" CONTINUED

North 59° 11' 39" East, a distance of 195.30 feet to the point of curvature of a circular curve to the right; thence Easterly, along the arc of said curve, having a radius of 90.00 feet an arc distance of 129.76 feet to the point of tangency; thence South 38° 11' 55" East, a distance of 238.94 feet to the point of curvature of a circular curve to the right; thence South along the arc of said curve, having a radius of 75.00 feet, an arc distance of 51.33 feet to the point of tangency; thence South 01° 00' 55" West, a distance of 199.51 feet to the point of curvature of a circular curve to the left; thence Southeasterly, along the arc of said curve, having a radius of 110.00 feet, an arc distance of 51.87 feet to the point of tangency; thence South 26° 00' 00" East, a distance of 31.57 feet to the point of curvature of a circular curve to the right; thence Southerly along the arc of said curve, having a radius of 200.00 feet, an arc distance of 94.30 feet to the point of tangency; thence South 01° 00' 55" West a distance of 55.00 feet to the point of curvature of a circular curve to the right; thence Southwesterly, along the arc of said curve, having a radius of 75.00 feet, an arc distance of 146.59 feet to the point of tangency; thence North 67° 00' 00" West, a distance of 144.50 feet to the point of curvature of a circular curve to the left; thence Northwesterly along the arc of said curve, having a radius of 350.00 feet, an arc distance of 134.30 feet to the point of tangency; thence North 88° 59' 05" West, a distance of 687.55 feet to a point on the arc of a circular curve to the left, whose radius point bears South 69° 41' 30" West, from the last described point; thence Northwesterly, along the arc of said curve, having a radius of 770.00 feet, an arc distance of 185.01 feet; thence South 53° 00' 40" West, a distance of 140.37 feet to a point of curvature of a circular curve to the right; thence Westerly, along the arc of said curve, having a radius of 75.00 feet an arc distance of 90.45 feet to the point of tangency; thence North 57° 53' 23" West, a distance of 92.88 feet to the point of curvature of a circular curve to the left; thence Westerly, along the arc of said curve, having a radius of 250.00 feet an arc distance of 167.23 feet to the point of tangency; thence South 83° 47' 04" West, a distance of 421.11 feet; thence South 88° 41' 41" West, a distance of 718.98 feet to the point of curvature of a circular curve to the right; thence Northwesterly, along the arc of said curve having a radius of 140.00 feet, an arc distance of 131.77 feet to the point of tangency; thence North 37° 22' 33" West, a distance of 93.81 feet to the point of curvature of a circular curve to the left; thence Northwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 182.44 feet to the point of tangency; thence South 67° 57' 31" West, a distance of 152.74 feet to the point of curvature of a circular curve to the right; thence Westerly and Northerly along the arc of said curve, having a radius of 125.00 feet, an arc distance of 267.38 feet; to the point of tangency; thence North 10° 31' 03" East, a distance of 170.46 feet to the point of curvature of a circular curve to the left; thence Northerly along the arc of said curve, having a radius of 300.00 feet, an arc distance of 162.91 feet to the point of tangency; thence North 20° 35' 42" West, a distance of 175.39 feet to the point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve, having a radius of 75.00 feet, an arc distance of 126.46 feet to the point of tangency; thence North 76° 00' 35" East, a distance of 218.42 feet to the point of curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve, having a radius of 150.00 feet, an arc distance of 323.38 feet to a point of reverse curve; thence Southeasterly, along the arc of a circular curve to the left, having a radius of 110.00 feet, an arc distance 91.05 feet to the point of tangency; thence South 27° 53' 51" East, a distance of 360.00 feet to the point of curvature of a circular curve to the left; thence Southeasterly along the arc of said curve, having a radius of 100.00 feet, an arc distance of 149.45 feet; thence North 20° 56' 13" West, a distance of 173.30 feet to the point of curvature of a circular curve to the right; thence Northerly along the arc of said curve, having a radius of 290.00 feet, an arc distance of 236.15 feet to a point of reverse curve; thence Northwesterly along the arc of a circular curve to the left, having a radius of 25.00 feet, an arc distance of 39.91 feet to a point of reverse curve; thence Northwesterly along the arc of a circular curve to the right having a radius of 725.00 feet, an arc distance of 496.68 feet; thence North 88° 59' 10" West, a distance of 539.68 feet; thence South 00° 00' 51" West, parallel with and 53.00 feet East of, as measured at right angles to the West line of said Section 8, a distance of 1359.73 feet; thence South 88° 59' 05" East, a distance of 5171.68 feet to the point of Beginning.

LESS and EXCEPT the following described parcel. Commencing at the Northeast corner of said Section 8; thence South 00° 01' 37" East along the East line thereof, a distance of 2637.99 feet;

EXHIBIT "B" CONTINUED

thence North 88° 59' 05" West, a distance of 53.01 feet; thence North 00° 01' 37" West, parallel with and 53.00 feet West of, as measured at right angles to the East line of said Section 8, a distance of 134.86 feet to the point of beginning of this description, said point being further described as being the point of curvature of a circular curve to the left; thence Northerly and Westerly along the arc of said curve having a radius of 25.00 feet an arc distance of 39.27 feet to the point of tangency; thence South 89° 58' 23" West, a distance of 29.47 feet to a point of curvature of a circular curve to the right; thence Westerly and Northerly along the arc of said curve, having a radius of 575.00 feet an arc distance of 179.25 feet to the point of tangency; thence North 72° 09' 58" West, a distance of 1.18 feet; thence North 05° 34' 29" West, a distance of 54.48 feet; thence South 72° 09' 58" East, a distance of 22.83 feet to a point of curvature of a circular curve to the left; thence Southerly and Easterly along the arc of said curve having a radius of 525.00 feet, an arc distance of 163.66 feet to the point of tangency; thence North 89° 58' 23" East, a distance of 29.47 feet to a point of curvature of a circular curve to the left; thence Easterly and Northerly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 39.27 feet; thence South 00° 01' 37" East, parallel with and 53.00 feet West of as measured at right angles to the East line of said Section 8 a distance of 100.00 feet to the point of BEGINNING, and also LESS and EXCEPT Parcels "B" and "C", and Road Right-of-Way for Westwood Boulevard West of the Village, as recorded in Plat Book 80, Page 19 of the Public Records of Broward County, Florida.

Together with:

Parcel "G" of Woodland Lakes, according to the plat thereof, recorded in Plat Book 71, Page 18 of the Public records of Broward County, Florida.

Together with:

All of Colony West Clubhouse Plat, according to the Plat thereof, recorded in Plat Book 103, Page 36 of the Public Records of Broward County, Florida.

Less and Except therefrom two parcels known as Pcls. 109 and 113 of Project 5117 McNab Road Widening from Pine Island Road to University Drive as described in Corporate Warranty deed recorded July 9, 1998 in O. R. Book 28534 at Page 705 of the Public records of Broward County, Florida.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR14448 - A Resolution of the City Commission of the City of Tamarac, Florida, expressing strong opposition to Senate Bill 1134 which seeks eliminate the ability of cities and counties to fund or take any official action as it relates to “diversity, equity, and inclusion”; directing the City Clerk to transmit a certified copy of this resolution to the Broward League of Cities, Governor of Florida, President of the Florida Senate, Speaker of Florida House of Representatives, and the Broward County Legislative Delegations; and providing for an effective date.

ATTACHMENTS:
TR14448 - Resolution Expressing Opposition to Senate Bill 1134-10-20-26.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, EXPRESSING STRONG OPPOSITION TO SENATE BILL 1134 WHICH SEEKS ELIMINATE THE ABILITY OF CITIES AND COUNTIES TO FUND OR TAKE ANY OFFICIAL ACTION AS IT RELATES TO “DIVERSITY, EQUITY, AND INCLUSION”; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD LEAGUE OF CITIES, GOVERNOR OF FLORIDA, PRESIDENT OF THE FLORIDA SENATE, SPEAKER OF FLORIDA HOUSE OF REPRESENTATIVES, AND THE BROWARD COUNTY LEGISLATIVE DELEGATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission opposes Senate Bill 1134 as this new law would severely restrict the City's ability to respond to constituent needs, fund community programming, and to buy goods and services from the lowest and best bidders, thereby undermining the public procurement process; and

WHEREAS, the City Commission finds that Senate Bill 1134 is overly broad and ill-defined stating that a city or county "may not fund or promote, directly or indirectly, or take any official action" as it relates to "diversity, equity, and inclusion"; and

WHEREAS, the phrase "diversity, equity, and inclusion" is defined to include "any effort to... [p]romote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation"; and

WHEREAS, the over-breadth of the language in the proposed legislation leaves more questions than provides equitable solutions for Floridians; and

WHEREAS, as currently drafted, it is questionable as to a city's ability to participate in routine celebrations and observances of nationally recognized cultural celebrations such as Hispanic Heritage Month and Women's History Month; and

WHEREAS, Senate Bill 1134 creates a private cause of action against local government officials that will expose cities and counties to frivolous and costly litigation; and

WHEREAS, more importantly, the new law would require a municipality to reject the lowest and best bid for a city contract if the bidder refuses to certify that it will not use municipal funds for DEI instruction to its employees, contractors, volunteers, vendors, or agents, potentially resulting in higher expenditures by the municipality and its taxpayers; and

WHEREAS, the City Commission of the City of Tamarac believes that it is in the best interest of the City to express its strong opposition to Senate Bill 1134.

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

SECTION 1: That the foregoing WHEREAS clauses are hereby adopted and incorporated herein.

SECTION 2. That the City Commission of the City of Tamarac, Florida, urges all members of the Florida Legislature to oppose Senate Bill 1134, which seeks to eliminate the ability of municipalities and counties to fund or take any official action as it relates to "diversity, equity, and inclusion."

SECTION 3. The City Clerk is directed to transmit a certified copy of this Resolution to the newly elected Governor of Florida, President of the Florida Senate, Speaker of the Florida House of Representatives, and the Broward County Legislative Delegation.

SECTION 4. This Resolution shall become effective immediately upon adoption.

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

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

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

HANS OTTINOT
CITY ATTORNEY

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Fariel Khan

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2639

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2639 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the Second (2nd) Budget Ammendment to the City of Tamarac operating budget, revenues and expenditures, the capital budget, and the financial policies for the fiscal year 2026, by increasing the total revenues and expenditures by a total of $3,569,378 as detailed in Attachment “A” attached hereto and summarized in Attachment “B” attached hereto and incorporated herein; providing that the 2nd amendment is being adopted in the same manner as the original budget and serves as the new adopted budget; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Financial Services recommends approval of Temporary Ordinance No. 2639, adopting the second amendment to the Fiscal Year 2026 Operating and Capital Budget and increasing total budgeted revenues and expenditures from $295,549,986 to $299,119,364, an increase of $3,569,378. The ordinance is proposed for first reading on October 28, 2026, and second reading and adoption on November 10, 2026.

BACKGROUND:

The following sections summarize the recommended adjustments to the FY 2026 Budget.

FUND TYPE	Budget Amendment Ord. 2026-013	Change	Amendment #2 TO #2639

General Fund	$ 114,939,915	$ 2,872,479	$ 117,812,394
Special Revenue Funds	47,958,311	493,780	48,452,091
Debt Service Funds	2,561,499	-	2,561,499
Capital Project Funds	35,824,289	68,459	35,892,748
Enterprise Funds	81,587,823	134,660	81,722,483
Internal Service Funds	12,678,149	-	12,678,149
Total	***$ 295,549,986***	***$ 3,569,378***	***$ 299,119,364***

Amendments to the Budget generally reflect:

Actions approved by the City Commission since the budget was adopted but not included in the original budget due to their unknown nature at the time

- Allocation of encumbrances (i.e. purchases approved in one fiscal year and being paid in the following fiscal year)
- Transfer of funds from contingency accounts to other departments in the General Fund
- Items that have been evaluated for recommended inclusion in the current year budget due to updated information.
- Additional capital improvements that have been identified and recommended to be started in the current year due to timing, pricing, etc.

Commission Approved Adjustments

R-2025-082 (Approved 7/9/2025)

- Ø Approval of purchase contract for property located at 4969 N. State Road 7
- Budget Impact: +$1,614,342
- Funding Source: General Fund contingency and appropriation from fund balance
- Use: land acquisition

R-2026-034 (Approved 5/13/2026)

- Approval of agreement for construction of NW 77th Street Crosswalk (Project PW25I)
- Budget Impact: +$68,459
- Funding Source: Roadway and Median Improvement

Fund
- Use: capital outlay – construction streets / roadways

Additional Budget Adjustments

Economic Development and Business Micro Grants
- Budget Impact: +$596,410
- Funding Source: General Fund balance
- Use: Operating expenditures – economic development grants and aid

Fire Insurance Premium Tax increase
- Budget Impact: +$292,310
- Funding Source: General Fund balance
- Use: Operating expenditures – retirement contributions

City Commission Grants and Aid
Re-appropriation of Woodlands Development Agreement contribution funding that was not expended in FY 2025 as follows:

Grants / Aid - District 2 - $176,939
Grants / Aid - District 3 - $53,493
Grants / Aid – District 4 - $138,985
- Budget Impact: +$369,417
- Funding Source: General Fund balance
- Use: Operating expenditures - grants and aid

Balance Colony West Golf Course Fund
- Budget Impact: +$134,660
- Funding Source: Colony West Golf Course Fund balance
- Use: contingency

Balance Public Art Fund
- Budget Impact: +$150,000
- Funding Source: Public Art Fund balance
- Use: Operating expenditures - professional services

Appropriate State Law Enforcement Trust Fund confirmed expenditures
- Budget Impact: +$18,914
- Funding Source: State Law Enforcement Trust Fund balance
- Use: Operating expenditures - work orders / equipment

Re-appropriate prior year funding for expenses
- Budget Impact: +$73,327
- Funding Source: Community Development Block

Grant Fund (CDBG) grant
- Use: Operating expenditures - residential rehabilitation

Balance Affordable Housing Trust Fund
- Budget Impact: +$251,539
- Funding Source: Affordable Housing Trust Fund
- Use: Other uses – LHATF loans - purchase assistance

Increase insurance services charges for all contributing funds. This action is necessary following years of skyrocketing premiums and claims in the insurance market. These increases, which are summarized in the table below, can be fully offset by salary savings or absorbed by existing department budgets resulting in no net change to FY 2026 total budget.

Insurance Service Charges

Fund	**FY 2026 Budget**	**Needed**	**Increase**
General Fund	$ 652,244	$ 1,584,940	$ 932,696
Fire Rescue Fund	57,127	138,817	81,690
Building Fund	6,636	16,125	9,489
Stormwater Fund	172,495	419,159	246,664
Utilities Fund	552,899	1,343,533	790,634
Total Revenue to Risk Management Fund	***$ 1,441,401***	***$ 3,502,575***	***$ 2,061,174***

Summary of Amendment:
- Total increase: $3,569,378
- Primary drivers: capital projects, Commission-approved actions, financial housekeeping
- No net impact to FY26 budget for increases to insurance service charges
- Includes re-appropriation of unspent Woodlands Development Agreement contribution funding

Attachments A and B provide detailed information on all budget adjustments, including increases, decreases, and revised totals. A presentation will be provided to support the recommended amendments.

ISSUE: On August 26, 2026, the City Commission adopted Ordinance 2026-013 which amended the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2026. Pursuant to Section 166.241(8), a municipality may amend its budget at any time during the year or within 60 days following the end of the fiscal year. In addition, if any fund is increased or decreased then the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality. The original budget was adopted via ordinance and the City of Tamarac's charter is silent on the matter. In summary, state law allows the City to amend its budget during the fiscal year, and such amendments must follow the same adoption process as the original budget.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

CM-Budget Amendment TO2639.docx
Final Ordinance TO2639 (2nd Budget Amendment 2026).docx
FY26 Budget Amendment_2 Attachment A.pdf
FY26 Budget Amendment_2 Attachment B.pdf
Business Impact Estimate.docx

City of Tamarac
Interoffice Memorandum
Financial Services Department

To: **Levent Sucuoglu**
City Manager

From: **Priscilla Moxey**
Director of Financial Services

Date: **October 15, 2026**

Re: **TO #2639 Second (2nd) Amendment to the FY 2026 Operating & Capital Budget**

Recommendation:
The Director of Financial Services recommends approval of Temporary Ordinance No. 2639, adopting the second amendment to the Fiscal Year 2026 Operating and Capital Budget and increasing total budgeted revenues and expenditures from $295,549,986 to $299,119,364, an increase of $3,569,378. The ordinance is proposed for first reading on October 28, 2026, and second reading and adoption on November 10, 2026.

Issue:
On August 26, 2026, the City Commission adopted Ordinance 2026-013 which amended the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2026. Pursuant to Section 166.241(8), a municipality may amend its budget at any time during the year or within 60 days following the end of the fiscal year. In addition, if any fund is increased or decreased then the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality. The original budget was adopted via ordinance and the City of Tamarac's charter is silent on the matter. In summary, state law allows the City to amend its budget during the fiscal year, and such amendments must follow the same adoption process as the original budget.

Background:
The following sections summarize the recommended adjustments to the FY 2026 Budget.

FUND TYPE	Budget Amendment Ord. 2026-013	Change	Amendment #2 TO #2639
General Fund	$ 114,939,915	$ 2,872,479	$ 117,812,394
Special Revenue Funds	47,958,311	493,780	48,452,091
Debt Service Funds	2,561,499	-	2,561,499
Capital Project Funds	35,824,289	68,459	35,892,748
Enterprise Funds	81,587,823	134,660	81,722,483
Internal Service Funds	12,678,149	-	12,678,149
Total	***$ 295,549,986***	***$ 3,569,378***	***$ 299,119,364***

Amendments to the Budget generally reflect:

- Actions approved by the City Commission since the budget was adopted but not included in the original budget due to their unknown nature at the time
- Allocation of encumbrances (i.e. purchases approved in one fiscal year and being paid in the following fiscal year)
- Transfer of funds from contingency accounts to other departments in the General Fund
- Items that have been evaluated for recommended inclusion in the current year budget due to updated information.
- Additional capital improvements that have been identified and recommended to be started in the current year due to timing, pricing, etc.

Commission Approved Adjustments

R-2025-082 (Approved 7/9/2025)

- Approval of purchase contract for property located at 4969 N. State Road 7
- Budget Impact: +$1,614,342
- Funding Source: General Fund contingency and appropriation from fund balance
- Use: land acquisition

R-2026-034 (Approved 5/13/2026)

- Approval of agreement for construction of NW 77th Street Crosswalk (Project PW25I)
- Budget Impact: +$68,459
- Funding Source: Roadway and Median Improvement Fund
- Use: capital outlay – construction streets / roadways

Additional Budget Adjustments

Economic Development and Business Micro Grants

- Budget Impact: +$596,410

- Funding Source: General Fund balance
- Use: Operating expenditures – economic development grants and aid

Fire Insurance Premium Tax increase

- Budget Impact: +$292,310
- Funding Source: General Fund balance
- Use: Operating expenditures – retirement contributions

City Commission Grants and Aid

Re-appropriation of Woodlands Development Agreement contribution funding that was not expended in FY 2025 as follows:

Grants / Aid - District 2 - $176,939

Grants / Aid - District 3 - $53,493

Grants / Aid – District 4 - $138,985

- Budget Impact: +$369,417
- Funding Source: General Fund balance
- Use: Operating expenditures - grants and aid

Balance Colony West Golf Course Fund

- Budget Impact: +$134,660
- Funding Source: Colony West Golf Course Fund balance
- Use: contingency

Balance Public Art Fund

- Budget Impact: +$150,000
- Funding Source: Public Art Fund balance
- Use: Operating expenditures - professional services

Appropriate State Law Enforcement Trust Fund confirmed expenditures

- Budget Impact: +$18,914
- Funding Source: State Law Enforcement Trust Fund balance
- Use: Operating expenditures - work orders / equipment

Re-appropriate prior year funding for expenses

- Budget Impact: +$73,327
- Funding Source: Community Development Block Grant Fund (CDBG) grant
- Use: Operating expenditures - residential rehabilitation

Balance Affordable Housing Trust Fund

- Budget Impact: +$251,539
- Funding Source: Affordable Housing Trust Fund
- Use: Other uses – LHATF loans - purchase assistance

Increase insurance services charges for all contributing funds. This action is necessary following years of increased insurance premiums and claims costs in the insurance market. These increases, which are summarized in the table below, can be fully offset by salary savings or absorbed by existing department budgets resulting in no net change to FY 2026 total budget.

Insurance Service Charges

Fund	FY 2026 Budget	Needed	Increase
General Fund	$ 652,244	$ 1,584,940	$ 932,696
Fire Rescue Fund	57,127	138,817	81,690
Building Fund	6,636	16,125	9,489
Stormwater Fund	172,495	419,159	246,664
Utilities Fund	552,899	1,343,533	790,634
Total Revenue to Risk Management Fund	***$ 1,441,401***	***$ 3,502,575***	***$ 2,061,174***

Summary of Amendment:

- Total increase: $3,569,378
- Primary drivers: capital projects, Commission-approved actions, financial housekeeping
- No net impact to FY26 budget for increases to insurance service charges
- Includes re-appropriation of unspent Woodlands Development Agreement contribution funding

Attachments A and B provide detailed information on all budget adjustments, including increases, decreases, and revised totals. A presentation will be provided to support the recommended amendments.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2026-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING THE SECOND (2ND) BUDGET AMENDMENT TO THE CITY OF TAMARAC OPERATING BUDGET, REVENUES AND EXPENDITURES, THE CAPITAL BUDGET, AND THE FINANCIAL POLICIES FOR THE FISCAL YEAR 2026, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF $3,569,378 AS DETAILED IN ATTACHMENT "A" ATTACHED HERETO AND SUMMARIZED IN ATTACHMENT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING THAT THE 2ND AMENDMENT IS BEING ADOPTED IN THE SAME MANNER AS THE ORIGINAL BUDGET AND SERVES AS THE NEW ADOPTED BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, pursuant to Section 200.065, Florida Statutes adopted its Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal Year 2026 by approving Ordinance 2025-019 on September 24, 2025; and

WHEREAS, the City of Tamarac, pursuant to Section 166.241(8), Florida Statutes amended its Operating Budget, Revenues and Expenditures and the Capital Budget for Fiscal Year 2026 by adopting Ordinance 2026-013 on August 26, 2026; and

WHEREAS, the City Commission desires to amend its Operating Budget, Revenues and Expenditures and Capital Budget pursuant to Section 166.241(8), Florida Statutes; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the 2nd Budget Amendment; and

WHEREAS, the Director of the Financial Services Department recommends amending the Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2026; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the business owners, residents, and visitors of the City of Tamarac to amend the Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2026.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: City of Tamarac Operating Budget, Revenues and Expenditures, the

Capital Budget, and the Financial Policies for the Fiscal Year 2026, is amended as detailed in Attachment “A” and summarized in Attachment "B," both of which are attached hereto and incorporated herein.

SECTION 3: All Ordinances or parts of Ordinances, and Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: This Ordinance shall become effective immediately upon its passage and adoption.

PASSED, FIRST READING this 28th day of October 2026.

PASSED, SECOND READING this 10th day of November, 2026.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

132691000.1

RECORD OF COMMISSION VOTE: 1st Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT JR.	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

RECORD OF COMMISSION VOTE: 2nd Reading

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 THIS CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in <u>underscored</u> type are additions.

132691000.1

CITY OF TAMARAC, FLORIDA
FY 2026 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2639

FUND	BUDGET AMENDMENT ORDINANCE O-2026-013	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
General Fund						
Revenues						
Taxes	$ 56,269,236				$ 56,269,236	$ -
Permits, Fees & Special Assessments	5,575,617				5,575,617	-
Intergovernmental Revenue	12,103,244				12,103,244	-
Charges for Services	1,389,210				1,389,210	-
Judgment, Fines & Forfeits	544,334				544,334	-
Miscellaneous Revenues	2,626,185				2,626,185	-
Other Sources	8,637,770				8,637,770	-
Appropriation from Fund Balance	27,794,319	1,614,342	A			
		596,410	#1			
		292,310	#2			
		369,417	#3		30,666,798	2,872,479
Total General Fund Revenue	**$ 114,939,915**	**$ 2,872,479**		**$ -**	**$ 117,812,394**	**$ 2,872,479**
Expenditures						
City Commission	$ 2,421,629	$ 369,417	#3		$ -	
					$ 2,791,046	$ 369,417
City Manager	3,765,906		#9	200,000	3,565,906	(200,000)
City Attorney	740,400				740,400	-
City Clerk	909,334				909,334	-
Finance	4,457,502		#9	100,000	4,357,502	(100,000)
Human Resources	2,418,169		#9	200,000	2,218,169	(200,000)
Community Development	3,762,037		#9	100,000	3,662,037	(100,000)
Police	24,817,826				24,817,826	-
Public Services	15,328,444		#9	250,000	15,078,444	(250,000)
Parks & Recreation	7,945,420				7,945,420	-
Information Technology	5,044,238		#9	82,696		
					4,961,542	(82,696)
Non-Departmental	43,191,382	1,751,970	A			
		596,410	#1			
		292,310	#2			
		932,696	#9		46,764,768	3,573,386
Contingency	137,628		A	137,628		
					-	(137,628)
Total General Fund Expenditures	**$ 114,939,915**	**$ 3,942,803**		**$ 1,070,324**	**$ 117,812,394**	**$ 2,872,479**
Red Light Cameras						
Revenues						
Judgments, Fines & Forfeits	$ -				$ -	$ -
Miscellaneous Revenues	-				-	-
Appropriation from Fund Balance	-				-	-
Total Red Light Cameras Revenue	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	-				-	-
Other Uses	-				-	
Total Red Light Cameras Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2026 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2639

FUND	BUDGET AMENDMENT ORDINANCE O-2026-013	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Fire Rescue Fund						
Revenues						
Permits, Fees & Special Assessments	$ 17,096,525				$ 17,096,525	$ -
Intergovernmental Revenue	517,408				517,408	-
Charges for Services	3,055,828				3,055,828	-
Miscellaneous Revenues	158,302				158,302	-
Interfund Transfers	7,710,863				7,710,863	-
Appropriation from Fund Balance	8,084,894				8,084,894	-
Total Fire Rescue Fund Revenue	**$ 36,623,820**	**$ -**		**$ -**	**$ 36,623,820**	**$ -**
Expenditures						
Personal Services	$ 29,369,249		#9	$ 81,690	$ 29,287,559	$ (81,690)
Operating Expenditures	2,351,369	81,690	#9		2,433,059	81,690
Capital Outlay	113,000				113,000	-
Debt Service	-				-	-
Other Uses	4,588,702				4,588,702	-
Contingency	181,500				181,500	-
Reserves	20,000				20,000	-
Total Fire Rescue Fund Expenditures	**$ 36,623,820**	**$ 81,690**		**$ 81,690**	**$ 36,623,820**	**$ -**
Law Enforcement Trust Fund						
Revenues						
Appropriation from Fund Balance	$ -	18,914	#6		18,914	$ 18,914
Total Law Enforcement Trust Fund Revenue	**$ -**	**$ 18,914**		**$ -**	**$ 18,914**	**$ 18,914**
Expenditures						
Operating Expenditures	$ -	18,914	#6		18,914	$ 18,914
Total Law Enforcement Trust Fund Expenditures	**$ -**	**$ 18,914**		**$ -**	**$ 18,914**	**$ 18,914**
Streetscape Improvement Trust						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total Parks & Rec Revenue	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total Parks & Rec Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Public Art Fund						
Revenues						
Charges for Services	$ 250,000				$ 250,000	$ -
Intergovernmental Revenue	-				$ -	$ -
Miscellaneous Revenues	6,000				6,000	-
Appropriation from Fund Balance	144,000	150,000	#5		294,000	150,000
Total Public Art Fund Revenues	**$ 400,000**	**$ 150,000**			**$ 550,000**	**$ 150,000**
Expenditures						
Operating Expenditures	$ 100,000	$ 150,000	#5		$ 250,000	$ 150,000
Capital Outlay	-				-	-
Contingency	300,000				300,000	-
Total Public Art Fund Expenditures	**$ 400,000**	**$ 150,000**			**$ 550,000**	**$ 150,000**
Sales Tax Surtax Fund						
Revenues						
Intergovernmental Revenue	$ -				$ -	$ -
Total Sale Tax Surtax Fund Revenue	**$ -**	**$ -**			**$ -**	**$ -**
Expenditures						
Capital Outlay	$ -				$ -	$ -
Total Sales Tax Surtax Fund Expenditures	**$ -**	**$ -**			**$ -**	**$ -**
Local Option Gas Tax 3-Cents Fund						
Revenues						
Taxes	$ 359,622				$ 359,622	$ -
Miscellaneous Revenues	3,152				3,152	-
Appropriation from Fund Balance	1,252,884				1,252,884	-
Total Local Option Gas Tax Revenue	**$ 1,615,658**	**$ -**		**$ -**	**$ 1,615,658**	**$ -**
Expenditures						
Operating Expenditures	$ -				$ -	$ -
Other Uses	-				-	-
Reserves	1,615,658				1,615,658	-
Total Local Option Gas Tax Expenditures	**$ 1,615,658**	**$ -**		**$ -**	**$ 1,615,658**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2026 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2639

FUND	BUDGET AMENDMENT ORDINANCE O-2026-013	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Building Fund						
Revenues						
Permits, Fees & Special Assessments	$ 2,477,375				$ 2,477,375	$ -
Charges for Services	25,000				25,000	-
Judgments, Fines & Forfeits	200,000				200,000	-
Miscellaneous Revenues	35,000				35,000	-
Appropriation from Fund Balance	2,095,689				2,095,689	-
Total Building Fund Revenues	**$ 4,833,064**	**$ -**		**$ -**	**$ 4,833,064**	**$ -**
Expenditures						
Personal Services	$ 3,524,380		#9	$ 9,489	$ 3,514,891	$ (9,489)
Operating Expenses	382,095	9,489	#9		391,584	9,489
Capital Outlay	-				-	
Other Uses	926,589				926,589	-
Reserves	-				-	-
Total Building Fund Expenditures	**$ 4,833,064**	**$ 9,489**		**$ 9,489**	**$ 4,833,064**	**$ -**
RCMP Grant Fund						
Revenues						
Intergovernmental Revenue	$ -				$ -	$ -
Total RCMP Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	-				-	-
Total RCMP Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Community Development Block Grant (CDBG) Fund						
Revenues						
Intergovernmental Revenue	$ 485,034	$ 73,327	#7		$ 558,361	$ 73,327
Total CDBG Revenues	**$ 485,034**	**$ 73,327**		**$ -**	**$ 558,361**	**$ 73,327**
Expenditures						
Personal Services	$ 126,016				$ 126,016	$ -
Operating Expenses	359,018	73,327	#7		432,345	73,327
Total CDBG Expenditures	**$ 485,034**	**$ 73,327**		**$ -**	**$ 558,361**	**$ 73,327**
State Housing Initiative Program (SHIP) Fund						
Revenues						
Intergovernmental Revenue	$ 556,025				$ 556,025	$ -
Miscellaneous Revenues	-				-	-
Total SHIP Revenues	**$ 556,025**	**$ -**		**$ -**	**$ 556,025**	**$ -**
Expenditures						
Personal Services	$ 45,825				$ 45,825	$ -
Operating Expenses	510,200				510,200	-
Other Uses	-				-	-
Total SHIP Expenditures	**$ 556,025**	**$ -**		**$ -**	**$ 556,025**	**$ -**
Home (HUD) Fund						
Revenues						
Intergovernmental Revenue	$ 152,215				$ 152,215	$ -
Total Home (HUD) Revenues	**$ 152,215**	**$ -**		**$ -**	**$ 152,215**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	152,215				152,215	-
Total Home (HUD) Expenditures	**$ 152,215**	**$ -**		**$ -**	**$ 152,215**	**$ -**
CDBG Disaster Recovery Fund						
Revenues						
Intergovernmental Revenues	$ -				$ -	$ -
Total CDBG Disaster Recovery Fund Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total CDBG Disaster Recovery Fund Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Neighborhood Stab. Grant						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total Neighborhood Stab. Grant Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	-				-	-
Total Neighborhood Stab. Grant Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2026 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2639

FUND	BUDGET AMENDMENT ORDINANCE O-2026-013	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
American Rescue Plan Act Fund						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total American Rescue Plan Act Fund Revenue	**$ -**	**$ -**			**$ -**	**$ -**
Expenditures						
Operating Expenses	$ -				$ -	$ -
Grants and Aid	-				-	-
Total American Rescue Plan Act Fund Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Neighborhood Stab. Grant 3						
Revenues						
Miscellaneous Revenues	$ 1,226,216				$ 1,226,216	$ -
Total Neighborhood Stab. Grant 3 Revenues	**$ 1,226,216**	**$ -**		**$ -**	**$ 1,226,216**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	1,226,216				$ 1,226,216	-
Total Neighborhood Stab. Grant 3 Expenditures	**$ 1,226,216**	**$ -**		**$ -**	**$ 1,226,216**	**$ -**
Affordable Housing Impact Fees						
Revenues						
Impact Fees	$ 75,000				$ 75,000	
Appropriation from Fund Balance	25,000	$ 251,539	#8		$ 276,539	$ 251,539
Total Affordable Housing Impact Fees Revenues	**$ 100,000**	**$ 251,539**		**$ -**	**$ 351,539**	**$ 251,539**
Expenditures						
Personal Services	$ -				$ -	$ -
Other Uses	100,000	$ 251,539	#8		351,539	251,539
Total Affordable Housing Impact Fees Expenditures	**$ 100,000**	**$ 251,539**		**$ -**	**$ 351,539**	**$ 251,539**
Community Project Fund						
Revenues						
Intergovernmental Revenues	$ 1,966,279				$ 1,966,279	$ -
Total Community Project Fund Revenue	**$ 1,966,279**	**$ -**		**$ -**	**$ 1,966,279**	**$ -**
Expenditures						
Personal Services	$ 184,279				$ 184,279	$ -
Operating Expenditures	$ 1,782,000				1,782,000	-
Total Community Project Fund Expenditures	**$ 1,966,279**	**$ -**		**$ -**	**$ 1,966,279**	**$ -**
General Obligation (GO) Debt Service						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total GO Debt Service Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total GO Debt Service Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Revenue Bond Fund						
Revenues						
Miscellaneous Revenues	$ 10,050				$ 10,050	$ -
Interfund Transfers	2,551,449				2,551,449	-
Appropriation from Fund Balance	-				-	-
Total Revenue Bond Fund Revenues	**$ 2,561,499**	**$ -**		**$ -**	**$ 2,561,499**	**$ -**
Expenditures						
Debt Service	$ 2,561,499				$ 2,561,499	$ -
Other Uses	-				-	-
Total Revenue Bond Fund Expenditures	**$ 2,561,499**	**$ -**		**$ -**	**$ 2,561,499**	**$ -**
Capital Equipment Fund						
Revenues						
Interfund Transfers	$ 2,351,919				$ 2,351,919	$ -
Intergovernmental Revenues	-				-	
Miscellaneous Revenues	-				-	
Appropriation from Fund Balance	-				-	-
Total Capital Equipment Fund Revenues	**$ 2,351,919**	**$ -**		**$ -**	**$ 2,351,919**	**$ -**
Expenditures						
Capital Outlay	$ 2,351,919				$ 2,351,919	$ -
Contingency	-				-	-
Total Capital Equipment Fund Expenditures	**$ 2,351,919**	**$ -**		**$ -**	**$ 2,351,919**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2026 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2639

FUND	BUDGET AMENDMENT ORDINANCE O-2026-013	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Capital Maintenance Fund						
Revenues						
Interfund Transfers	$ 1,155,079				$ 1,155,079	$ -
Appropriation from Fund Balance	-				-	-
Total Capital Maintenance Fund Revenues	**$ 1,155,079**	**$ -**		**$ -**	**$ 1,155,079**	**$ -**
Expenditures						
Capital Outlay	$ 1,155,079				$ 1,155,079	$ -
Contingency	-				-	-
Total Capital Maintenance Fund Expenditures	**$ 1,155,079**	**$ -**		**$ -**	**$ 1,155,079**	**$ -**
Roadway & Median Improvement Fund						
Revenues						
Impact Fees	$ -				$ -	$ -
Interfund Transfers	2,515,464				2,515,464	-
Appropriation from Fund Balance	200,000	$ 68,459	B		268,459	68,459
Total Roadway & Median Improvement Fund Revenues	**$ 2,715,464**	**$ 68,459**		**$ -**	**$ 2,783,923**	**$ 68,459**
Expenditures						
Capital Outlay	$ 2,715,464	$ 68,459	B		$ 2,783,923	$ 68,459
Contingency	-				-	-
Total Roadway & Median Improvement Fund Expenditures	**$ 2,715,464**	**$ 68,459**		**$ -**	**$ 2,783,923**	**$ 68,459**
General Capital Improvements Fund						
Revenues						
Taxes	$ 900,000	$ -		$ -	$ 900,000	$ -
Intergovernmental Revenues	-				-	-
Interfund Transfers	7,321,097				7,321,097	-
Miscellaneous Revenues	-				-	-
Debt Proceeds	-				-	-
Appropriation from Fund Balance	1,500,000				1,500,000	-
Total Gen. Capital Improvements Revenues	**$ 9,721,097**	**$ -**		**$ -**	**$ 9,721,097**	**$ -**
Expenditures						
Capital Outlay	$ 9,706,097				$ 9,706,097	
Operating Expenses	15,000				15,000	-
Contingency	-				-	-
Total Gen. Capital Improvements Expenditures	**$ 9,721,097**	**$ -**		**$ -**	**$ 9,721,097**	**$ -**
Corridor Improvement Fund						
Revenues						
Intergovernmental Revenues	$ -				$ -	$ -
Miscellaneous Revenues	1,094,560				1,094,560	-
Interfund Transfers	15,815,870				15,815,870	-
Appropriation from Fund Balance	500,000				500,000	-
Total Corridor Improvement Fund Revenues	**$ 17,410,430**	**$ -**		**$ -**	**$ 17,410,430**	**$ -**
Expenditures						
Operating Expenditures	$ -				$ -	$ -
Capital Outlay	17,410,430				17,410,430	-
Reserves	-				-	-
Total Corridor Improvement Fund Expenditures	**$ 17,410,430**	**$ -**		**$ -**	**$ 17,410,430**	**$ -**
Public Service Facilities Fund						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total Public Service Facilities Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total Public Service Facilities Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
CIP 05 Revenue Bond Fund						
Revenues						
Interfund Transfers	$ -				$ -	$ -
Debt Proceeds					-	-
Total CIP 05 Revenue Bond Fund Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Capital Outlay	$ -				$ -	$ -
Total CIP 05 Revenue Bond Fund Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2026 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2639

FUND	BUDGET AMENDMENT ORDINANCE O-2026-013	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Tamarac Village Fund						
Revenues						
Interfund Transfers	$ 2,470,300				$ 2,470,300	$ -
Appropriation from Fund Balance					$ -	$ -
Total Tamarac Village Fund Revenues	**$ 2,470,300**	**$ -**		**$ -**	**$ 2,470,300**	**$ -**
Expenditures						
Capital Outlay	$ -				$ -	$ -
Debt Service	2,470,300				2,470,300	-
Total Tamarac Village Fund Expenditures	**$ 2,470,300**	**$ -**		**$ -**	**$ 2,470,300**	**$ -**
Stormwater Management Fund						
Revenues						
Permits, Fees & Special Assessments	$ 8,006,322				$ 8,006,322	$ -
Miscellaneous Revenues	39,500				39,500	-
Interfund Transfers	466,252				466,252	-
Appropriation from Net Assets	10,635				10,635	-
Total Stormwater Management Revenues	**$ 8,522,709**	**$ -**		**$ -**	**$ 8,522,709**	**$ -**
Expenses						
Personal Services	$ 2,798,941		#9	$ 246,664	$ 2,552,277	$ (246,664)
Operating Expenses	3,903,994	246,664			4,150,658	246,664
Capital Outlay	603,354		#9		603,354	-
Debt Service	-				-	-
Other Uses	1,066,420				1,066,420	-
Contingency	-				-	-
Reserves	150,000				150,000	-
Total Stormwater Management Expenditures	**$ 8,522,709**	**$ 246,664**		**$ 246,664**	**$ 8,522,709**	**$ -**
Stormwater Capital Project						
Revenues						
Interfund Transfers	$ 1,066,420				$ 1,066,420	$ -
Appropriation from Net Assets	-				-	-
Intergovernmental Revenues	-				-	-
Total Stormwater Capital Project Fund Revenues	**$ 1,066,420**	**$ -**		**$ -**	**$ 1,066,420**	**$ -**
Expenditures						
Operating Expenses	$ -				$ -	$ -
Capital Outlay	1,066,420				1,066,420	-
Total Stormwater Capital Project Fund Expenditures	**$ 1,066,420**	**$ -**		**$ -**	**$ 1,066,420**	**$ -**
Utilities Operating Fund						
Revenues						
Charges for Services	$ 35,572,771				$ 35,572,771	$ -
Miscellaneous Revenues	201,579				201,579	-
Appropriation from Net Assets	-				-	-
Total Utilities Operating Fund Revenues	**$ 35,774,350**	**$ -**		**$ -**	**$ 35,774,350**	**$ -**
Expenses						
Personal Services	$ 7,677,662				$ 7,677,662	$ -
Operating Expenses	21,601,388	790,634	#9		22,392,022	790,634
Capital Outlay	2,292,335				2,292,335	-
Debt Service	1,390,200				1,390,200	-
Other Uses	79,616				79,616	-
Contingency	2,633,149		#9	790,634	1,842,515	(790,634)
Reserves	100,000				100,000	-
Total Utilities Operating Fund Expenses	**$ 35,774,350**	**$ 790,634**		**$ 790,634**	**$ 35,774,350**	**$ -**
Utilities CAIC Fund						
Revenues						
Interfund Transfers	$ -				$ -	$ -
Miscellaneous Revenues	-				-	-
Appropriation from Net Assets	-				-	-
Total Utilities CAIC Fund Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenses						
Capital Outlay	$ -				$ -	$ -
Interfund Transfers	-				-	-
Total Utilities CAIC Fund Expenses	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2026 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2639

FUND	BUDGET AMENDMENT ORDINANCE O-2026-013	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Utilities Renewal and Replacement Fund						
Revenues						
Interfund Transfers	$ 55,754				$ 55,754	$ -
Debt Proceeds	31,650,000				31,650,000	-
Intergovernmental Revenues	-				-	-
Appropriation from Net Assets	-				-	
Total Utilities Renewal and Replacement Fund Revenues	**$ 31,705,754**	**$ -**		**$ -**	**$ 31,705,754**	**$ -**
Expenses						
Operating Expenditures	$ -				$ -	$ -
Capital Outlay	31,705,754				31,705,754	-
Reserves	-				-	-
Total Utilities Renewal and Replacement Fund Expenses	**$ 31,705,754**	**$ -**		**$ -**	**$ 31,705,754**	**$ -**
Colony West Golf Course						
Revenues						
Charges for Services	$ 4,257,601				$ 4,257,601	$ -
Miscellaneous Revenues	34,019				34,019	-
Interfund Tranfers	-				-	-
Appropriation from Net Assets	226,970	134,660	#4		361,630	134,660
Total Colony West Golf Course Fund Revenues	**$ 4,518,590**	**$ 134,660**		**$ -**	**$ 4,653,250**	**$ 134,660**
Expenses						
Operating Expenses	$ 3,687,590				$ 3,687,590	$ -
Capital Outlay	231,000				231,000	-
Other Uses	600,000				600,000	
Contingency	-	134,660	#4		134,660	134,660
Total Colony West Golf Course Fund Expenses	**$ 4,518,590**	**$ 134,660**		**$ -**	**$ 4,653,250**	**$ 134,660**
Health Insurance Fund						
Revenues						
Charges for Services	$ 8,140,611				$ 8,140,611	$ -
Miscellaneous Revenues	5,675				5,675	-
Interfund Tranfers	-				-	-
Total Health Insurance Fund Revenues	**$ 8,146,286**	**$ -**		**$ -**	**$ 8,146,286**	**$ -**
Expenses						
Operating Expenses	$ 7,763,941				$ 7,763,941	$ -
Contingency	382,345				382,345	-
Reserves	-				-	-
Total Health Insurance Fund Expenses	**$ 8,146,286**	**$ -**		**$ -**	**$ 8,146,286**	**$ -**
Risk Management Fund						
Revenues						
Charges for Services	$ 1,797,730	$ 2,061,173	#9		$ 3,858,903	$ 2,061,173
Miscellaneous Revenues	106,574				106,574	-
Appropriation from Net Assets	2,627,559		#9	2,061,173	566,386	(2,061,173)
Total Risk Management Fund Revenues	**$ 4,531,863**	**$ 2,061,173**		**$ 2,061,173**	**$ 4,531,863**	**$ -**
Expenses						
Personal Services	$ 475,363				$ 475,363	$ -
Operating Expenses	3,806,500				3,806,500	-
Other Uses	-				-	-
Contingency	250,000				250,000	-
Total Risk Management Fund Expenses	**$ 4,531,863**	**$ -**		**$ -**	**$ 4,531,863**	**$ -**
Total FY26 Budget	**$ 295,549,986**	**$ 5,630,551**		**$ 2,061,173**	**$ 299,119,364**	**$ 3,569,378**

ATTACHMENT B

FY 2026 BUDGET AMENDMENT #2			
BA#	**Item**	**Summary of Adjustments**	**Dollar Amount**
Items previously approved by the City Commission are as follows:			
	A	**R-2025-082 Approved 7/9/2025 approving a contract for sale and purchase between the City of Tamarac and Eglise Chretienne Des Ambassadeurs De Jesus Christ, inc. for the property located at 4969 N. State Road 7, Tamarac, Florida for a purchase price of $1,830,000.**	
		Increase land acquisition	1,751,970
		Decrease General fund contingency	(137,628)
		Increase appropriation from fund balance	1,614,342
	B	**R-2026-034 Approved 5/13/2026 awarding Bid No. 26-05B and approving an Agreement with Alexander & Johnson Project Management and Development, Inc., for the construction of the NW 77th Street Crosswalk Project for a total project budget of $243,570.23; authorizing an additional appropriation not to exceed $68,459 to be included in a future budget amendment (Project PW25I)**	
		Increase capital outlay - construction streets / roadways	68,459
		Increase appropriation from fund balance	68,459
Additional adjustments are recommended:			
	#1	**General Fund - Non - Departmental**	
		Appropriate funding needed in connection with Economic Development and Business Micro Grants awarded and paid in FY 2026.	
		Increase economic development grants and aid	596,410
		Increase appropriation from fund balance	596,410
	#2	**General Fund - Non - Departmental**	
		Increase funding for Fire Insurance Premium Tax charged and expended in FY 2026 that exceeded adopted budget amount.	
		Increase retirement contributions / fire ins premium tax	292,310
		Increase appropriation from fund balance	292,310
	#3	**General Fund - City Commission Grants and Aid**	
		Re-appropriate funding in conmnection with the Woodlands Development Agreement Contribution to the City that was not expended in FY 2025.	
		Increase granta and aid:	
		Grants / Aid - District 2	176,939
		Grants / Aid - District 3	53,493
		Grants / Aid - District 4	138,985
		Increase appropriation from fund balance	369,417
	#4	**Colony West Golf Course Fund**	
		Balance fund for expenses incurred in FY 2026.	
		Increase contingencies	134,660
		Increase appropriation from net assets	134,660
	#5	**Public Art Fund**	
		Balance fund for expenses incurred in FY 2026.	
		Increase operating expenses - professional services	150,000
		Increase appropriation from fund balance	150,000
	#6	**State Law Enforcement Trust Fund**	
		Appropriate confirmed expenditures made in FY 2026.	
		Increase operating expenses - work orders - equipment	18,914
		Increase appropriation from fund balance	18,914
	#7	**Community Development Block Grant (CDBG) Fund**	
		Re-appropriate prior year funding to balance fund for expenses incurred in FY 2026.	
		Increase intergovernmental revenues	73,327
		Increase residential rehabilitation	73,327
	#8	**Affordable Housing Trust Fund**	
		Balance fund for expenses incurred in FY 2026.	
		Increase other uses - LHATF loans -purchase asst	251,539
		Increase appropriation from fund balance	251,539

FY 2026 BUDGET AMENDMENT #2			
BA#	**Item**	**Summary of Adjustments**	**Dollar Amount**
	#9	**Major Operating Funds**	
		Increase insurance service charges for all contributing funds to improve the net position of the Risk Management Fund. This action is necessitated by the recent skyrocketing costs of premiums and claims in the insurance markets. The increase in insurance service charges for each fund can be fully offset by salary savings or absorbed by existing department budgets, resulting in no net increase to the City's FY 2026 Total Budget.	
		Increase insurance service charges to General Fund	932,696
		Decrease City Manager's Office regular salaries wages	(200,000)
		Decrease Financial Services - Accounting reagular salaries and wages	(100,000)
		Decrease Human Resources - Operations regular salaries and wages	(200,000)
		Decrease Community Development - Planning and Zoning regular salaries and wages	(100,000)
		Decrease Public Services - Operations regular salaries and wages	(150,000)
		Decrease Public Services - Grounds Maintenance regular salaries and wages	(100,000)
		Decrease Information Technology regular salaries and wages	(82,696)
		Increase insurance service charges to Fire Rescue Fund	81,690
		Decrease Fire Rescue - Operations regular salaries and wages	(81,690)
		Increase insurance service charges to Building Fund	9,489
		Decrease Building Department regular salaries and wages	(9,489)
		Increase insurance service charges to Stormwater Management Fund	246,664
		Decrease Public Services - Stormwater regular salaries and wages	(246,664)
		Increase insurance service charges to Utilities Operating Fund	790,634
		Decrease Utilties Operating Fund contingency	(790,634)
		Increase Risk Management insurance service fees	2,061,173
		Decrease appropriation from net assets	(2,061,173)
		Total Budget Changes	**$ 3,569,378**
		Total Ordinance	**$ 3,569,378**
		Difference	**$ -**

TAMARAC
The City For Your Life

This form should be included as an Exhibit 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 #2639 FY 2026 2nd Budget Amendment

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):

TAMARAC
The City For Your Life

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):

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 28, 2026

SUBMITTED BY: Collette Blake

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2630

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2630 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting amendments to the City of Tamarac comprehensive plan by amending the future land use element, infrastructure element, conservation element, intergovernmental coordination element, and capital improvements element, attached hereto as Exhibit "A," to incorporate the water supply planning policies consistent with the City of Tamarac Water Supply Facilities Work Plan - 2026 Update; and adopting, the City of Tamarac Water Supply Facilities Work Plan - 2026 Update, attached hereto as Exhibit "B"; consistent with the South Florida Water Management District Regional Water Supply Plan; providing for inclusion in the comprehensive plan; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

1_-_Memo_2630_Water_Supply_Amendment CC.doc
2_-_TO2630-_Ordinance.docx
3_-Exhibit_A_2050_Comp_Plan_Amendment_w-CIP 10-13-26.docx
4_-Exhibit B 2026-06 TPSD WSFWP Update -.pdf
5_-Dept of Commerce Letter -TAMARAC 26-01ESR.pdf
Business Impact Estimate - Water Supply Plan.docx
Legal Ad Proof.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (26-10-004 M)
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu
City Manager

FROM: Kent Walia,
Director of Community Development

DATE: October 28, 2026

RE: **TO# 2630:** Ordinance adopting text amendments to the City of Tamarac 2050 Comprehensive Plan and the 2026 Water Supply Facilities Work Plan Update

---

Recommendation: The Director of Community Development recommends the Mayor and City Commission approve and adopt the proposed text amendments to the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvements Elements of the City of Tamarac 2050 Comprehensive Plan and the 2026 City of Tamarac Water Supply Facilities Work Plan update on second reading at its October 28, 2026 meeting.

Issue: The City of Tamarac shall hold a second public hearing to adopt the Comprehensive Plan amendment within 180 days after receiving notice from Florida Commerce in accordance with § Section 163.3184(3)(c)1 of the Florida Statutes (F.S.).

Background: §Sections 373.709 and 163.3177(6)(c)3, Florida Statutes (F.S.), requires each municipality to prepare and adopt Work Plans into their Comprehensive Plan within 18 months after the governing board of the applicable water management district approves a regional water supply plan or updates. The South Florida Water Management District (SFWMD) is the applicable water management district for the City of Tamarac. The 2023 Lower East Coast Water Supply Plan Update (LEC Plan Update) was approved by the SFWMD's Governing Board on September 12, 2024. The Work Plan shall be a standalone document adopted by reference into the local government's Comprehensive Plan.

The water supply sources available to the City have been identified by SFWMD's 2023 LEC Plan Update. The LEC Plan Update presents population and water demand projections through 2045, evaluates water supply issues, and presents water source options. The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City. According to state guidelines, the Work Plan and the City's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery, and conservation and reuse programs necessary to serve existing and new developments over a 25-year planning period, from 2021 to 2045.

The purpose of the City of Tamarac Water Supply Facilities Work Plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction. Residents of the City of Tamarac obtain their water from the South Florida Water Management Lower East Coast District which is responsible for ensuring that enough capacity is available for existing and future customers. The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Tamarac. According to state guidelines, the Work Plan and the Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery, and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning

period. The Work Plan will have a planning time schedule consistent with the Comprehensive Plan and the Lower East Coast Water Supply Plan Update.

With the completion of the Work Plan and the water supply related amendments to the Comprehensive Plan, the City will be in compliance with state requirements and consistent with the above-referenced plans. Additionally, the Capital Improvements Program in the Comprehensive Plan will be updated for Fiscal Years 2026 through 2031, consistent with the City's current adopted budget on September 24, 2025.

Comprehensive Plan Text Amendments

Staff is proposing to amend the five applicable elements of the Comprehensive Plan in order to satisfy statutory requirements. The proposed revisions and additions are formalities that ensure proper intergovernmental coordination, encourage water conservation, and incorporate the Work Plan into the policies of the Comprehensive Plan. The proposed changes are attached as Exhibit "A".

The proposed major changes/amendments to the existing Objectives and Policies reflect those needed based on the City's Updated 10-Year Water Supply Facilities Work Plan (dated March 2026) and the revised Capital Improvements Program and include the following:

1. Amending the City of Tamarac Comprehensive Plan to update LOS for Potable Water from 110 gallons per capita per day to 105 gallons per capita per day for the TPS (Tamarac Public Services) Area.

2. Amending the City of Tamarac Comprehensive Plan to update LOS for Potable Water from 107 gallons per capita per day to 80 for the Fort Lauderdale Service Area.

3. Updating Population projections for water supply demand for all utility services, Potable Water, Sanitary, Wastewater/Sewer.

4. Adding additional policies concerning agency coordination and water conservation in the Intergovernmental Coordination and Conservation Element of the Comprehensive Plan.

5. Amending adoption dates of the LEC (Lower East Coast) Water Supply Plan in the Capital Improvement and Intergovernmental Coordination Element from 2018 to 2023.

6. Updating/Replacing the Capital Improvements Program to reflect Fiscal Years 2026-2031 as adopted in the City's current Budget on September 24, 2025.

The Water Supply Facilities Work Plan

Tamarac's Water Supply Facilities Work Plan, in keeping with the SFWMD's Lower East Coast Water Supply Plan, reviews water supply in light of current and future demand for all service providers in the City of Tamarac. The plan, prepared by CHA Consulting, Inc. and reviewed by the Public Services Department, concludes that "the City of Tamarac Utilities will have adequate potable water supply facilities to support projected demands throughout its service area". The Work Plan reports the same information for the three (3) water utilities meeting the potable water demands of the residents: City of Tamarac Public Services Department, Broward County Water

and Wastewater Services, and the City of Fort Lauderdale Water Services. The plan is attached as Exhibit "B".

Transmittal of the Water Supply Facilities Work Plan

At the August 26, 2026 City Commission meeting, staff and the City's consultant, CHA Consulting, Inc, presented proposed amendments to the City of Tamarac 2050 Comprehensive Plan, along with the 2026 Water Supply Facilities Work Plan. The City Commission voted unanimously, 5-0, to transmit the proposed amendments and Work Plan to the Department of Commerce and the appropriate agencies for local review.

As reflected in the attached Florida Commerce correspondence dated October 5, 2026, the Department completed its expedited state review of the proposed Comprehensive Plan amendments and the 2026 Water Supply Facilities Work Plan advising of no further comments upon conclusion of their review. Additionally, the City received no further comments from SFWMD, FDEP, or any of the remaining local reviewing agencies upon conclusion of their 30-day review period (see attached 26-01ESR FloridaCommerce letter).

Conclusion: In keeping with statutory requirements, the City of Tamarac and other potable service providers to Tamarac's residents and businesses have established that adequate potable water facilities exist to meet current and future demand. The Director of Community Development recommends the Mayor and City Commission approve and adopt proposed text amendments to the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvements Elements of the City of Tamarac 2050 Comprehensive Plan and the City of Tamarac Water Supply Facilities Work Plan - 2026 Update, consistent with the South Florida Water Management District Regional Water Supply Plan on second reading at its October 28, 2026 meeting.

Fiscal Impact: CHA Consulting, Inc was retained by Public Services to complete the update to the Water Supply Facilities Work Plan for the City of Tamarac at a cost of $49,850. CHA Consulting, Inc was paid from the Utilities Capital Fund. This item supports the City's Strategic Plan, Goal #4 providing for "A Vibrant Community" by ensuring sufficient conservation methods are in place and the provision of adequate level of service for potable water is available for the future growth of the community.

Intervening Action: At its July 1, 2026, meeting, the Planning Board voted 4-0 to forward a favorable recommendation for the proposed text amendments to the City of Tamarac 2050 Comprehensive Plan to facilitate the adoption of the City's 2026 Water Supply Work Plan Update and authorize staff to transmit the document to the Florida Commerce, SFWMD, FDEP, and other applicable agencies for review.

Kent Walia

_____

Kent Walia,
Director of Community Development

ATTACHMENTS: Temporary Ordinance No. 2630
Exhibit ‘A” – Amendments to the:

- Future Land Use Element
- Infrastructure Element
- Conservation Element
- Intergovernmental Coordination Element
- Capital Improvements Element
- Adopted FY26 CIP

Exhibit “B” – 2026-Ten-Year Water Supply Facilities Work Plan Update
Department of Commerce Letter (26-01ESR)

KW/AJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. TO - 2630

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING AMENDMENTS TO THE CITY OF TAMARAC COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, CONSERVATION ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A," TO INCORPORATE THE WATER SUPPLY PLANNING POLICIES CONSISTENT WITH THE CITY OF TAMARAC WATER SUPPLY FACILITIES WORK PLAN - 2026 UPDATE; AND ADOPTING, THE CITY OF TAMARAC WATER SUPPLY FACILITIES WORK PLAN - 2026 UPDATE, ATTACHED HERETO AS EXHIBIT "B"; CONSISTENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGIONAL WATER SUPPLY PLAN; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177(6)(c)3., F.S. requires local governments to incorporate a water supply facilities work plan into their comprehensive plans within eighteen (18) months after the governing board of the applicable Water Management District approves their updated regional water supply plan; and

WHEREAS, the South Florida Water Management District (SFWMD) is the applicable water management district for the City of Tamarac for purposes of Section 163.3177(6)(c)3., F.S.; and

WHEREAS, Section 163.3177(6)(c)3., F.S. requires each local government that is subject to a regional water supply plan to adopt a water supply facilities work plan, and Section 163.3177(3)(a)4., F.S. requires the comprehensive plan to include a schedule of capital improvements that identifies applicable public facility projects for the five-year

planning period, including water supply, reuse, and conservation projects and programs, where applicable; and

WHEREAS, Section 163.3177, F.S. requires local comprehensive plan elements to be internally consistent, and requires the Conservation Element to conserve, appropriately use, and protect the quality and quantity of current and projected water sources, including coordination with the applicable regional water management district; and

WHEREAS, Section 163.3177(6)(h)1., F.S. requires the Intergovernmental Coordination Element to show relationships and state principles and guidelines for coordinating the adopted comprehensive plan with regional water supply authorities and with the applicable regional water supply plan approved pursuant to Section 373.709, F.S., as applicable; and

WHEREAS, the City's Planning Board conducted a public hearing on the above referenced item at the July 1, 2026 meeting and voted 4-0 to forward a favorable recommendation to the City Commission to approve the amendments to the Comprehensive Plan and 2026 City of Tamarac Water Supply Facilities Work Plan Update; and

WHEREAS, the City Commission conducted a hearing on the amendments to the Comprehensive Plan at its August 26, 2026 meeting on first reading and authorized staff to transmit the same to the Department of Commerce, SFWMD, FDEP and other applicable reviewing agencies; and

WHEREAS, the City Commission finds it appropriate to amend the text of the Capital Improvements Element of the City of Tamarac Comprehensive Plan to maintain internal consistency with the water supply planning policies incorporated into other

elements of the Comprehensive Plan; and

WHEREAS, staff submitted the proposed amendments and work plan to the Department of Commerce, SFWMD, FDEP and other applicable reviewing agencies and received no comments during the local level 30-day review period; and

WHEREAS, on October 5, 2026 staff received notification from the Department of Commerce stating the department had concluded its review of the proposed amendments (Amendment No. 26-01ESR) and the 2026 City of Tamarac Water Supply Facilities Work Plan Update, and were provided no further comments of record; and

WHEREAS, the City Commission finds it appropriate to adopt the amendments to the City of Tamarac Comprehensive Plan and approve the 2026 City of Tamarac Water Supply Facilities Work Plan Update, and incorporate the amended water supply planning policies into the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvements Elements of the Comprehensive Plan, consistent with the City's Water Supply Facilities Work Plan and the applicable South Florida Water Management District Regional Water Supply Plan.

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

Section 1: The foregoing recitals are true and correct and hereby adopted as the legislative and administrative findings of the City Commission; all exhibits attached hereto are incorporated herein and made a specific part of this Ordinance.

Section 2: The City Commission hereby approves the adoption of the proposed Comprehensive Plan amendments, attached hereto as Exhibit “A,” and the City of Tamarac Water Supply Facilities Work Plan – 2026 Update, attached hereto as Exhibit “B,”

Section 3: That the Director of Community Development authorized to transmit the

Comprehensive Plan amendment to Florida Commerce within 30 working days after final adoption of the second reading.

Section 4: Conflicts. That all Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: Severability. Should any section, provision, paragraph, sentence, clause, or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 6: Effective Date. This Ordinance shall become effective 31 days after Florida Commerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance.

THE REST OF THIS PAGE HAS BEEN 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: VM. BOLTON _____
DIST 2: COMM WRIGHT _____
DIST 3: COMM. PATTERSON _____
DIST 4: COMM DANIEL _____

RECORD OF COMMISSION VOTE: 2ND Reading
MAYOR GOMEZ _____
DIST 1: VM BOLTON _____
DIST 2: COMM WRIGHT _____
DIST 3: COMM. PATTERSON _____
DIST 4: COMM.DANIEL _____

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

HANS OTTINOT,
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 202_.

EXHIBIT "A"

City of Tamarac

Water Supply Plan Related Amendments to the Comprehensive Plan

Volume I

Goals, Objectives & Policies

First Reading: August 26,2026

Adoption Hearing: October 28, 2026

The following lists the amended Objective and Policies which shall be included in the City's adopted Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the City's 202~~1~~6 10-year Water Supply Facilities Work Plan Update.

The following revisions to this Element are hereby adopted. Adopted additions are denoted by underline; deletions by ~~strikethrough~~.

Water Supply Plan Related Comprehensive Plan Amendments

II. FUTURE LAND USE ELEMENT

VOLUME I: GOALS, OBJECTIVE & POLICIES

City of Tamarac

OBJECTIVE 12: The City shall maintain a concurrency management system to ensure the availability of facilities and services, which meet the adopted level of service standards as identified in the City's Comprehensive Plan, concurrent with the impacts of new development.

POLICY 12.1: The City shall continue to ensure that adequate facilities and services are in place to accommodate proposed development and to assess the impacts which proposed development will have on existing public facilities and services and monitor ongoing concurrency findings for cumulative impacts on public services and facilities.

POLICY 12.2: The City's Land Development Code site plan approval process shall require that the necessary regional and municipal facilities and services are available concurrent with the impacts of development through any of the following scenarios:

1. The necessary facilities are in place at the time the City issues site plan approval; or
2. The necessary facilities are under construction at the time of issuance of a site plan approval; or
3. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time the City issues site plan approval; or
4. The necessary facilities have been included in the City or Broward County annual budget at the time the City issues site plan approval, although the facilities are not yet the subject of a binding contract for their construction, the City shall make the determination that it will not remove the budgetary provision for the necessary facilities from its budget.

In addition, applicants for development approval will demonstrate such determination from Broward County before the City approves a site plan in cases where county services or facilities are necessary.

POLICY 12.3: The City will discourage any activities in the vicinity of the Broward County Land Use Plan Local Area of Particular Concern (LAPC) which would have a detrimental effect on it.

POLICY 12.4: The following level of service standards are established by the City for each public facility within the municipal boundary.

1. Public Parks, Recreation, and Open Space:
   - 3.0 acres/1,000 population; and
   - 3.5 acres of improved private park land per 1,000 population, exclusive of stormwater management areas; up to fifteen percent of this may be met by golf course land.
2. Potable Water:
   - ~~110~~ 105 gpcd, Tamarac Public Services;
   - 115 gpcd, Broward County; and
   - ~~107~~ 80 gpcd, Fort Lauderdale.
3. Sanitary Sewer:
   - 131 gpcd, Tamarac Public Services; and
   - 124 gpcd, Broward County.
4. Solid Waste:
   - 12.0 pounds per capita per day. (Contractually available capacity at the Broward County Landfill and Resource Recovery Facility.)
5. Transportation: In addition to Broward County's Transit Oriented Concurrency System, the City will maintain the following LOS standards:
   - LOS "D" for: Florida Turnpike – two-way peak hour Sawgrass Expressway – two-way peak hour County collector roadways – two-way peak hour City collector roadways – two-way peak hour; and
   - LOS "D" for: City local roadways – two-way peak hour.

Water Supply Plan Related
Comprehensive Plan Amendments

V. INFRASTRUCTURE ELEMENT

VOLUME I: GOALS, OBJECTIVE & POLICIES

City of Tamarac

The **City of Tamarac** refers to the municipal corporation located in Broward County, Florida, responsible for local government functions within its boundaries. From this point onward, the term "City" will be used to refer to the City of Tamarac.

GOAL: Being confronted with an ever-changing environment, the City will provide and maintain all essential public facilities serving the city, while meeting all public health and safety standards. This includes but is not limited to the drainage of surface water for groundwater recharge, transmissions and treatment of potable water, and the collection and disposal of solid waste including hazardous wastes.

OBJECTIVE 1: The City will correct existing facility deficiencies, maintain adequate levels of service, and provide for future growth.

POLICY 1.1: Through its concurrency management system, as adopted in its Land Development Code, the City will monitor the growth of population, building permits and certificates of occupancy, and available capacities. The concurrency management system identifies the specific procedures for measuring facility capacity and for evaluating service availability against demand.

POLICY 1.2: The City shall use the following LOS standards:

1. SANITARY SEWER
   - Western Service Area (Broward County Wastewater Treatment Facilities) 124 gallons per capita per day.
   - Eastern Service Area (Fort Lauderdale Wastewater Treatment Facilities) 131 gallons per capita per day.

2. SOLID WASTE
   - Broward County Disposal Facilities (BIC Landfill and Resource Recovery Facility) 12.0 pounds per capita per day.
   - Tamarac Collection (Contractual Service Providers), all solid waste collection, is provided by City contracted service providers.

3. DRAINAGE
   - FEMA criteria for minimum floor elevation and protection of floodplains.
   - Standards as established by the Broward County Natural Resources Division, South Florida Water Management District, Broward County Environmental Permitting Division, and the City for off-site discharge, on-site retention, and best management practices for pollutant discharge.
   - Ten (10) year – one (1) day storm peak stage elevation is equal or lower than the lowest catch basin rim elevations within the roadway or parking area.
   - Twenty-five (25) year – three (3) day storm peak stage elevation is equal or lower than the perimeter elevation.

4. POTABLE WATER
   - Western Service Area (~~per SFWMD permit~~ Tamarac Water Treatment Plant) ~~110~~ 105 gallons per capita per day.
   - Eastern Service Area (Fort Lauderdale Water Treatment Plants) ~~107~~ 80 gallons per capita per day.
   - BCU Service Area (Broward County Water Treatment Plants) 115 gallons per capita per day.

POLICY 1.3: The City shall ensure that all city-funded projects included in the schedule of capital improvements are also included in the City's five-year Capital Improvement Program and annual capital budget if appropriate.

POLICY 1.4: All improvements for repair or replacement of facilities to correct existing deficiencies shall be consistent with the adopted level of service (LOS) standards for those facilities.

POLICY 1.5: All improvements for expansion or increase in capacity of facilities to meet demand shall be consistent with the adopted level of service (LOS) standards for those facilities.

POLICY 1.6: The City will continue to require that developers provide basic water distribution and wastewater collection systems and drainage to serve their development prior to issuance of a Certificate of Occupancy and provide a fair share of the capital costs of major system improvements necessary to serve development.

POLICY 1.7: Prior to approving a building permit or its functional equivalent, the City shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent.

POLICY 1.8: The City will continue to collect the stormwater utility fee, enforce the Engineering Design and Processing Manual and other code requirements pertaining to drainage. Development orders may be issued only if facilities and services are available to meet the adopted level of service standards concurrent with the impacts of development, as required by SS. 163.3202(2)(g), F.S.

POLICY 1.9: The City will explore amending its interlocal agreement with Broward County to increase the current 8.5 MGD of wastewater treatment at the North District Wastewater Plant to 11.0 MGD to accommodate for the growth in sewer demand through the planning period.

OBJECTIVE 2: The City will ensure that capacity is available at all shared facilities by coordinating with other local governments and appropriate government agencies.

POLICY 2.1: All interlocal agreements will always be kept current and upheld according to the terms specified in the agreement.

POLICY 2.2: The City will cooperate and coordinate with Broward County, Fort Lauderdale, and other adjoining municipalities, the South Florida Water Management District, and any other units or agencies of government with planning, management, maintenance, or monitoring responsibilities for sanitary sewers, solid waste including hazardous waste, potable water, or drainage and in the extension of or increase in capacity of facilities to meet future needs.

POLICY 2.3: The City hereby adopts by reference the SFWMD Water Supply Facilities Work Plan, which was updated and adopted on July 21, 2022 and the capital improvement projects contained therein, as required by Section 163.3177(6)(c), F.S.

POLICY 2.4: The City hereby adopts by reference the Fort Lauderdale Water Supply Facilities Work Plan, 2020, and the capital improvement projects contained therein.

POLICY 2.5: The City hereby adopts by reference the Broward County 10-Year Water Supply Facilities Work Plan, 2020 and the capital improvement projects contained therein.

POLICY 2.6: The City hereby adopts by reference the South Florida Water Management District's 2023 Lower East Coast Water Supply Plan Update.

POLICY 2.7: The City, through its Interlocal Agreements, shall encourage Broward County and Fort Lauderdale to utilize advanced waste treatment (AWT) techniques for all wastewater facilities servicing Tamarac.

OBJECTIVE 3: The City will proactively identify opportunities to improve existing facilities and will take appropriate actions to extend the useful life of existing public facilities to reduce capital expenditures, conserve publicfinancial resources, and maintain the level of service of existing facilities.

POLICY 3.1: The City will regularly monitor the operation and effectiveness of all elements of the system for which it is responsible, and repair, upgrade, and maintain existing public facilities as necessary.

POLICY 3.2: The City will continue to fund capital improvements needed to maintain the level of service for all facilities.

POLICY 3.3: The City will continue to inspect sanitary sewer mains and repair or replace faulty mains to prevent increased infiltration and inflow of stormwater and debris into the gravity collection system reducing the cost to the City and users and extend the present level of service for sanitary sewers.

POLICY 3.4: The City will continue to monitor its water production and distribution systems to ensure a minimum of water loss and to maintain acceptable ratios (raw water pumped: water treated and distributed).

OBJECTIVE 4: The City will continue to ensure, through development review at the time of site plan approval, that adequate facility capacity is available, or will be available when needed, to serve development.

POLICY 4.1: The City will maintain a five-year schedule of capital improvement needs for all infrastructure-related facilities as consistent with the Capital Improvements Element of this Plan.

POLICY 4.2: The City shall issue no development permit or order which results in a reduction of the level of service for the affected public facilities below the level of service provided for and adopted in this Comprehensive Plan.

POLICY 4.3: The City will continually monitor federal, State, and local grant programs for infrastructure planning, design, and construction funding which it could utilize to build necessary public facilities.

POLICY 4.4: The City will update its 10-Year Water Supply Facilities Work Plan within 18 months after any update to South Florida Water Management District's Lower East Coast Water Supply Plan as required by State law.

POLICY 4.5: Implementation of the City's 2024~~6~~ 10-Year Water Supply Facilities Work Plan through coordination with the South Florida Water Management District, Broward County, and Fort Lauderdale shall ensure that adequate water supplies and public facilities are available to serve the water supply demands of any population growth that the City may experience. The City coordinates with Broward County and Fort Lauderdale in development permitting and capacity allocations through the resources provided by Broward County and Fort Lauderdale.

POLICY 4.6: The City shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services, and level-of-service standards through the sharing of data with Broward County and Fort Lauderdale, South Florida Water Management District, and the 2023 Lower East Coast Water Supply Plan Update, as necessary.

OBJECTIVE 5: The City shall take appropriate steps to ensure the conservation and protection of both the quality and quantity of the City's potable water resources for present and future residents of the City through water use conservation, the protection of wells currently in use by the City for residential, commercial, industrial, and emergency purposes, and their cones of influence; and protection and expansion of the natural groundwater recharge area within urban development.

POLICY 5.1: The City will continue to require, in wellfield protection areas as part of development review or other permitting including Occupational Licensing, disclosure by all businesses and industries of materials, processes, and waste byproducts that may be introduced into the environment and which may be potentially harmful to life and health or interfere with the effective treatment and disposal of waterborne wastes. Substances that cannot be effectively managed or treated within acceptable public health and environmental standards, or safely and legally disposed of by the business or industry as certified by the disposal agency, will be prohibited.

POLICY 5.2: The City will continue to participate in the enforcement of the Broward County Wellfield Protection Ordinance and will prohibit through zoning, site design, and other review and permitting procedures, uses, and activities that potentially threaten water quality.

Water Supply Plan Related
Comprehensive Plan Amendments

VIII. INTERGOVERNMENTAL COORDINATION ELEMENT

VOLUME I: GOALS, OBJECTIVE & POLICIES

City of Tamarac

POLICY 1.5: The Community Development Department will submit information on proposed land use amendments, rezonings, annexations, and traffic improvements in a timely manner, both formally and informally, to the appropriate local government agencies of adjacent units of government including the School Board, Broward County, State agencies and cities.

POLICY 1.6: The City will annually review the plans of the Broward County School Board, the SFWMD, Broward MPO, and the FDOT to identify impacts to or conflicts with the City's Comprehensive Plan. The City will provide written comments identifying these impacts or conflicts and coordinate as necessary with the appropriate officials of the respective agency to address the conflicts or impacts, and/or consider amendment of the City's Comprehensive Plan to maintain consistency.

POLICY 1.7: The City's Public Services Department will continue to participate in countywide planning for sanitary sewers, solid waste, potable water, water management, and drainage at coordinating committee meetings and special workshops.

POLICY 1.8: The City will improve communication and coordination with all agencies of county and local municipal government, regional, state, and federal agencies whose plans and programs affect or are affected by those of the City. These improvements will include exchanging information, sharing proposed plans, technical assistance, and participating in formulation of regional implementation programs including transportation, drainage, water supply and conservation, sanitary sewers and solid waste management.

POLICY 1.9: In the event of any conflict between the City and other units or agencies of government regarding the Future Land Use Plan, amendments to it, or other Comprehensive Plan issues or their implementation, the City will seek first a negotiated settlement between the parties. In the event the conflict cannot be resolved directly between the units of local government, the City will use the South Florida Regional Planning Council's informal mediation process as provided by state law.

POLICY 1.10: The City will ensure that the development review process provides for full disclosure and assessment of any potential development proposal impacts on adjoining jurisdictions, and identified regional or state resources or facilities. In addition, all affected entities will be notified of application development proposals and hearings, and measures will be required to ensure mitigation of any adverse impacts and compatibility of proposed development with the development patterns of neighboring cities, and identified regional and state resources and facilities.

POLICY 1.11: The City will continue to ~~both provide review and comment to and~~ seek review and comment from other appropriate units of government on all development proposals, proposed plan amendments, proposed rezoning, annexation, and other matters which affect or may be affected by the plans of the City. Particular attention will be given to coordination in the development and adoption of levels of service (LOS) standards for public facilities with state, regional, and local agencies with monitoring, operational, or maintenance responsibilities for public facilities in Tamarac (as amended this language formerly included in Objective 1).

POLICY 1.12: The City will promote coordination with adjacent municipalities regarding large redevelopment projects, to monitor synchronous projects, and to evaluate how such projects may be made mutually beneficial.

POLICY 1.13: The City, Broward County, adjacent municipalities, and other appropriate agencies will coordinate to identify any joint planning areas for the purposes of annexation, municipal incorporation and joint infrastructure service areas.

POLICY 1.14: The City will coordinate road and transit improvements in Tamarac through City representation on the Broward MPO Board and the Technical Coordinating Committee (TCC).

POLICY 1.15: The City will coordinate with the (SFWMD to ensure that the City's plans, requirements and related actions are consistent with the 20~~18~~23 Lower East Coast Regional Water Supply Plan Update.

POLICY 1.16: The City will continue to coordinate with the Broward County Environmental Protection Department (EDP) as necessary to comply with the requirements of the Broward County Joint Municipal National Pollutant Discharge Elimination System (NPDES) Permit.

POLICY 1.17: The City will coordinate with local housing agencies, the SFPRC, and appropriate State housing organizations to identify housing needs and strategies for housing attainment and affordability.

POLICY 1.18: The City will monitor the progress of the SFRPC and Broward County in creating a regional affordable housing policy and, when complete, evaluate how the regional strategy could be supported by the City.

POLICY 1.19: The City will coordinate with the U.S. Department of Housing and Urban Development (HUD) in the administration of the City's Community Development Block Grant (CDBG) program and/or other programs, which may benefit the City.

POLICY 1.20: The City will use the State Housing Initiatives Partnership (SHIP) program allocations to help maintain existing housing stock by providing financial assistance for minor home repairs and provide opportunities for home ownership through home purchase loans as available through the City's Local Housing Assistance Program (LHAP).

POLICY 1.21: The City will participate in coordination efforts with Broward County municipalities, Broward County, FDOT, and other appropriate federal, state, regional, and county transportation agencies to ensure, to the greatest extent feasible, roadways maintain their respective levels of service.

POLICY 1.22: The City shall support agencies which supply potable water to the City in the development of alternative water supply sources as recommended by the SFWMD in its 20~~18~~23 Lower East Coast Water Supply Work Plan Update.

POLICY 1.23: The City will partner with for-profit and nonprofit sectors to assist property owners in revitalizing their properties, emphasizing community development and economic growth.

POLICY 1.24: The City shall explore the implementation of express service routes to regional rail stops, including Brightline.

OBJECTIVE 2: The City will communicate and coordinate with the Broward County School Board to implement, update, and/or ensure the continuance of interlocal agreements and joint use agreements, and to ensure the adoption of the Public School Facilities Element.

POLICY 2.1: The City and School Board should, at a minimum, address the following in the agreements:

1. School concurrency.
2. Student enrollment and population projections.
3. Coordination of population projections.
4. Assessment and upgrading of school infrastructure.
5. Selection of appropriate school sites and site plan review.
6. Comprehensive plan amendments, rezonings, development approvals.
7. Traffic impacts.
8. Periodic review of the educational facilities impact fee ordinance to ensure that capital costs associated with the development of public school capacity are identified appropriately.
9. Joint meetings between the City and the School Board to discuss and formulate policies and recommendations regarding school planning.
10. Coordination and sharing of information.
11. Representation from the School Board at the City's public meetings that address residential projects and affect school capacity issues.
12. Dispute resolution process.

POLICY 2.2: The City will work at the staff level with the School Board to successfully implement and continue the joint use agreements of facilities at Tamarac Elementary School and Tamarac Park, as well as explore other opportunities for additional joint use agreements (formerly Policy 1.2 amended).

Water Supply Plan Related
Comprehensive Plan Amendments

IX. CAPITAL IMPROVEMENTS ELEMENT

VOLUME I: GOALS, OBJECTIVE & POLICIES

City of Tamarac

2. SOLID WASTE
   - Broward County Disposal Facilities (BIC Landfill and Resource Recovery Facility) 12 pounds per capita per day.
   - Tamarac Collection (Contractual Service Providers) All solid waste collection provided by City contracted service providers.

3. DRAINAGE – CANALS
   - FEMA criteria for minimum floor elevation and protection of floodplains.
   - Standards as established by the Broward County Department of Natural Resources Protection, South Florida Water Management District, Broward County Water Management Division, and the City for off-site discharge, on-site retention, and best management practices for pollutant discharge.
   - Ten (10) year – one (1) day storm peak stage elevation is equal or lower than the lowest catch basin rim elevations within the roadway or parking area.
   - Twenty-five (25) year – three (3) day storm peak stage elevation is equal or lower than the perimeter elevation.

4. POTABLE WATER
   - Western Service Area (~~per SFWMD permit~~ Tamarac Water Treatment Plant) ~~110~~ 105 gallons per capita per day.
   - Eastern Service Area (Fort Lauderdale Water Treatment Plants) ~~107~~ 80 gallons per capita per day.
   - BCU Service Area (Broward County Water Treatment Plants) 115 gallons per capita per day.

5. TRANSPORTATION

   The City shall uphold the following Level of Service Standards consistent with Broward County's Transportation Concurrency Management System. In areas of Tamarac within the North Central Concurrency District, the level of service is as follows:
   - Achieve 30-minute peak hour headways on 70 percent of bus routes.

   In areas of Tamarac within the Central Transit Concurrency District, the level of service is as follows:
   - Achieve 30-minute peak hour headways on 60 percent of bus routes.

   In all areas of Tamarac, the level of service is as follows:
   - Maintain the maximum service volumes on arterial roadways within each District, as displayed below:
     - o Two-lane arterials: 2,800
     - o Four-lane arterials: 6,265
     - o Six-lane arterials: 9,433
     - o Eight-lane arterials: 12,618

   The City shall maintain the following Level of Service Standards in addition to Broward County's Transit Oriented Concurrency System:
   - Florida Turnpike – LOS "D" two-way peak hour
   - Sawgrass Expressway – LOS "D" two-way peak hour
   - County collector roadways, LOS "D" two-way peak hour
   - City collector roadways, LOS "D" two-way peak hour
   - City local roadways, LOS "D" two-way peak hour

6. RECREATION AND OPEN SPACE
   - Public parks, recreation, and open space shall be provided at a LOS of 3.0 acres/ per 1,000 population.
   - Private parks, recreation, and open space shall be provided at a LOS of 3.5 acres per 1,000 population; exclusive of stormwater management areas; up to fifteen percent of this may be met by golf course land.

POLICY 4.2: The City shall ensure adequate facility capacity is available or will be available when needed prior to the issuance of a development order. Developments orders shall be issued by the City in accordance with the adopted concurrency management system and with 163.3202(2)(g), F.S. To do so, the City may approve a proposal, reject a proposal, or require that a development be phased in accordance with availability of specific facilities or services as provided in this element.

POLICY 4.3: Requests for development permit or Land Use Plan amendments shall be reviewed to examine what effect upon the public facilities the request shall have per the following criteria:

- Whether the proposal is consistent with, supports, or contributes to the achievement of the goals and objectives in this plan.
- Whether it affects any existing condition of a public facility as outlined in the Transportation Element, Recreation and Open Space Element, and Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Ground Water Recharge Sub- Elements.
- Can the plan amendment or proposed development be provided with the necessary public facilities that are planned in the five-year schedule of improvements.
- Whether the proposal conforms to the Future Land Use Map of the Future Land Use Element.
- Whether the plan amendment or development is in conformity with county, state agencies, water management district's plans, and those of other regulatory agencies with management or regulatory authority.
- Development orders shall be issued by the City in accordance with the adopted concurrency management system and with 163.3202(2)(g), F.S.

POLICY 4.4: The Public Services and Community Development Departments will continue to monitor and improve the established criteria the City employs to evaluate capital improvement projects to accommodate new development and redevelopment needs. These criteria will be used by the City during its annual capital budgeting process.

POLICY 4.5: The Public Services Department will continue to maintain and improve the adopted LOS standards for potable water as guided by the SFWMD Water Supply Facilities Work Plan (dated July 21, 2022) and other relevant jurisdictions.

POLICY 4.6: The City will maintain its water supply system through improvements to water facilities as needed when identified in the Capital Improvements Program.

POLICY 4.7: The Financial Services Director will review all proposals for capital projects and make a recommendation to the City Manager concerning the City's ability to finance such proposals. The recommendation shall include a review of the following:

1. Ability to use impact fees.
2. Ability to use an existing revenue stream.
3. Assessment of the likelihood of getting a bond approved by Tamarac voters.
4. Availability of grant funds.

POLICY 4.8: During the planning period, the City shall use the following criteria for the consideration of the plans of state agencies and the South Florida Water Management District during the City's evaluation of capital improvement projects. These criteria include the following:

1. Project is needed by the city.
2. Project is funded by appropriate agency.
3. City has funds available to meet any required local match.

POLICY 4.9: Public facilities to serve developments for which development orders were issued prior to the adoption of the City's Comprehensive Plan, provided those development orders meet all provisions of the Land Development Code, shall be available. The Concurrency Management System, as identified in the Tamarac Code of Ordinances, already provides for facilities monitoring and development permit monitoring which will ensure availability as required during the planning period.

POLICY 4.10: The City shall continue to assess impact fees for multimodal transportation, governmental, and parks and recreational facilities.

POLICY 4.11: The City shall only implement impact fees rooted in the most recent and localized data, and shall be subject to annual increase as necessary in accordance with F.S. 163.31801.

OBJECTIVE 5: The City, in collaboration with the School Board, Broward County and non-exempt municipalities shall ensure that public school facilities are available for current and future students consistent with the adopted LOS.

POLICY 5.1: Consistent with policies and procedures within the Interlocal Agreement, the District Education Facilities Plan (DEFP) shall contain a 5-year financial feasibility schedule of capital improvements to address existing deficiencies and to achieve and maintain the adopted LOS in all CSAs.

POLICY 5.2: For each public elementary, middle, and high school, the uniform, district-wide LOS for School Type A shall be 100% gross capacity and the LOS for School Type B shall be 110% of the permanent Florida Inventory of School Houses (FISH) capacity.

OBJECTIVE 6: To formally adopt the capital improvement plans and schedules of all governmental agencies which schedule and fund improvements needed to maintain City-adopted level of service standards.

POLICY 6.1: The City hereby adopts by reference the Broward County School Board's 5-Year District Education Facilities Plan FY 2022-2023 to 2026-2027, adopted by the School Board on September 1, 2021.

POLICY 6.2: The City hereby adopts by reference the Transportation Improvement Program (TIP) FY 2024-2028 formally adopted by the Broward County Metropolitan Planning Organization on July 13, 2023.

POLICY 6.3: The City hereby adopts the City's FY 202~~2~~6-20~~2~~731-year Capital Improvements Program as originally adopted on September 2~~8~~4,202~~1~~6.

POLICY 6.4: The City hereby adopts by reference the Fort Lauderdale 2020 Water Supply Facilities Work Plan.

POLICY 6.5: The City hereby adopts by reference the Broward County 10-Year Water Supply Facilities Work Plan.

OBJECTIVE 7: The Capital Improvement Element, and the five-year Capital Improvements Schedule and Plan incorporated into the Element by reference, shall be used as the basis for detailing the City's public facility deficiencies and planning corrective capital projects.

POLICY 7.1: Appropriate mechanisms will be developed and adopted with the SFWMD, Broward County and Fort Lauderdale in order to ~~as~~ ensure that adequate water supplies are available to all water users. Furthermore, the City will be responsible for monitoring the availability of water supplies for all water users and for implementing a system that links water supplies to the permitting of new development. Prior to approval of a building permit or its functional equivalent, the City shall consult with Broward County and Fort Lauderdale to determine whether adequate water supplies to serve new development will be available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent.

POLICY 7.2: The City shall provide monthly data to Broward County and Fort Lauderdale, as required by such entity, to track the amount of water to be allocated for new use.

POLICY 7.3: The City shall incorporate capital improvements affecting City levels of service by referencing the Capital Improvements Schedules of Broward County and Fort Lauderdale, state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-Year Schedule of Capital Improvements. The City Capital Improvement Element Schedule shall be maintained and updated and shall demonstrate that level of service standards will be maintained during the next five-year (2025/2026 through 2030/2031) planning period.

FY 2026 CAPITAL IMPROVEMENTS PROGRAM DEPARTMENT	DIST. #	PROJ. #	FUNDING SOURCE	PRIOR YEAR FUNDING	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	TOTAL FY 2026-FY 2031	TOTAL ALL YEARS
COMMUNITY DEVELOPMENT												
Corridor Studies:												
57th St. Corridor Improvements	2	TBD	Gen. Fund/Corridor Impr Fund 315	-	-	1,646,370	-	-	-	16,695,899	**18,342,269**	**18,342,269**
Buffer Wall Rock Island Rd. East (South of Commercial Blvd.)	1	PW26A	Gen. Fund/Corridor Impr Fund 315	-	700,000	-	-	-	-	-	**700,000**	**700,000**
Buffer Wall 81st btw Pine Island & McNab	4	PW25C	Gen. Fund/Corridor Impr Fund 315	840,000	7,709,394	-	-	-	-	-	**7,709,394**	**8,549,394**
Buffer Wall 81st btw Pine Island & Nob Hill	3	PW25D	Gen. Fund/Corridor Impr Fund 315	536,000	4,923,089	-	-	-	-	-	**4,923,089**	**5,459,089**
Buffer Wall Bailey Rd. (Lakes Carriage Hill & Banyan Lakes)	1	PW25E	Gen. Fund/Corridor Impr Fund 315	392,000	3,597,947	-	-	-	-	-	**3,597,947**	**3,989,947**
Buffer Wall Phase 2 Nob Hill Road	3&4	TBD	Gen. Fund/Corridor Impr Fund 315	-	-	2,226,378	-	-	-	-	**2,226,378**	**2,226,378**
Buffer Wall Phase 2 NW 31st Avenue	1	TBD	Gen. Fund/Corridor Impr Fund 315	-	-	771,040	-	-	-	-	**771,040**	**771,040**
Art Program:												
Art Bridge - Wildlife Nature Preserve Park	1	PA23C	Public Art Fund 146-7021			225,000		-	-	-	**225,000**	**225,000**
Artistic Fence Mainlands Park Playground	1	PA24A	Public Art Fund 146-7021			-	195,000	-	-	-	**195,000**	**195,000**
Go Forward Landscape Master Plan:												
Commercial Blvd & NW 64th Ave Gateway		TBD	Gen.Fund/Rd. & Med Impr Fund 304	-	-	486,701		-	-	-	**486,701**	**486,701**
Commercial Blvd & 441 Gateway		GP26A	Gen.Fund/Rd. & Med Impr Fund 304	-	633,661	-		-	-	-	**633,661**	**633,661**
Commercial Blvd & Rock Island Rd Gateway		TBD	Gen.Fund/Rd. & Med Impr Fund 304	-	-	948,623		-	-	-	**948,623**	**948,623**
McNab Rd & University Dr Gateway		GP26B	Gen.Fund/Rd. & Med Impr Fund 304	-	680,676	-		-	-	-	**680,676**	**680,676**
McNab Rd & East Boundary Gateway	4	GP26C	Gen.Fund/Rd. & Med Impr Fund 304	-	265,591	-		-	-	-	**265,591**	**265,591**
Nob Hill Rd & Southgate Blvd Gateway	3	GP26D	Gen.Fund/Rd. & Med Impr Fund 304	-	442,539	-		-	-	-	**442,539**	**442,539**
Southgate Blvd & East Boundary Gateway	4	TBD	Gen.Fund/Rd. & Med Impr Fund 304	-	-	1,757,572		-	-	-	**1,757,572**	**1,757,572**
University Dr & Commercial Blvd Gateway	2	GP26E	Gen.Fund/Rd. & Med Impr Fund 304	-	562,383	-		-	-	-	**562,383**	**562,383**
Corridor Plans - Arterial Study Implementation	Citywide	TBD	1¢ Sales Tax (Fund 149)	500,000	-	525,000	551,250	-	-	-	**1,076,250**	**1,576,250**
Sub-Total- Community Development:				**$ 2,268,000**	**$ 19,515,280**	**$ 8,586,684**	**$ 746,250**	**$ -**	**$ -**	**$ 16,695,899**	**$ 45,544,113**	**$ 47,812,113**
INFORMATION TECHNOLOGY												
Fiber Network Expansion Phase 3b Commercial Blvd	Citywide	TBD	General Fund/Gen. Cap. Fund 310	-	-	4,023,306		-	-	-	**4,023,306**	**4,023,306**
Security Master Plan (SMP) Phases 2 and 3	Citywide	GP23B	General Fund/Gen. Cap. Fund 310	815,346	-	1,951,422		-	-	-	**1,951,422**	**2,766,768**
Digital Signage Expansion - Street Lights/ Wayfinding	Citywide	TBD	General Fund/Gen. Cap. Fund 310	-	-	362,262		-	-	-	**362,262**	**362,262**
EECBG EV Charging Stations	Citywide	GP26H	General Fund/Gen. Cap. Fund 310	-	374,551	-		-	-	-	**374,551**	**374,551**
Sub-Total- Information Technology:				**$ 815,346**	**$ 374,551**	**$ 6,336,990**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,711,541**	**$ 7,526,887**
PUBLIC SERVICES												
TSC Sports Courts and Parking	3	TBD	Potential Future Revenue Bond Debt	-	-	-	-	25,007,018	-		**25,007,018**	**25,007,018**
TSC Synthetic Turf Field #5	3	TBD	General Fund/Gen. Cap. Fund 310	-	-	-	1,909,733	-	-		**1,909,733**	**1,909,733**
Tamarac Wildlife Nature Preserve	1	PW22A	General Fund/Gen. Cap. Fund 310	-	-	-	10,753,723	-	-		**10,753,723**	**10,753,723**
Tamarac Sports Complex Fitness Zone	3	PW23A	General Fund/Gen. Cap. Fund 310	-	-	656,468	-	-	-		**656,468**	**656,468**
Eastside Community Center	1	PW23C	General Fund/Gen. Cap. Fund 310	2,540,000	6,102,855	6,090,000	-	-	-		**12,192,855**	**14,732,855**
Mainlands Park Phase 2	1	PW20A	General Fund/Gen. Cap. Fund 310	-	-	3,789,614	-	-	-		**3,789,614**	**3,789,614**
Sunset Point Park Shelter & Bench Replacements	2	TBD	General Fund/Gen. Cap. Fund 310	-	-	-	1,409,693	-	-		**1,409,693**	**1,409,693**
Sunset Point Park Playground	2	TBD	General Fund/Gen. Cap. Fund 310	-	-	-	2,025,229	-	-		**2,025,229**	**2,025,229**
Tamarac Park Field Lighting, Fence, Pathway (add 400M Track)	4	PW24E	General Fund/Gen. Cap. Fund 310	996,309	3,228,691	800,000	-	-	-		**4,028,691**	**5,025,000**
Tephord Park Renovations	4	TBD	General Fund/Gen. Cap. Fund 310	-	-	1,939,839	-	-	-		**1,939,839**	**1,939,839**
Woodglen Park	1	TBD	General Fund/Gen. Cap. Fund 310	-	-	-	4,216,459	-	-		**4,216,459**	**4,216,459**
Tamarac Sports Complex Batting Cages, Fencing, Skatepark	3	PW25H	General Fund/Gen. Cap. Fund 310	420,000	-	2,248,235	-	3,771,839	-		**6,020,074**	**6,440,074**
Tamarac Sports Complex Playground	3	TBD	General Fund/Gen. Cap. Fund 310	-	-	947,305	-	-	-		**947,305**	**947,305**
Multi-Purpose Center Improvements	4	TBD	General Fund/Gen. Cap. Fund 310	-	-	1,705,892	-	-	-		**1,705,892**	**1,705,892**
Commercial Blvd. Electrical Upgrades		PW26B	Gen. Fund/Corridor Impr Fund 315	-	480,000						**480,000**	**480,000**
Flashing Speed Limit Signs Phase 2	Citywide	GP26G	Gen.Fund/Rd. & Med Impr Fund 304	-	130,614	-	-	-	-		**130,614**	**130,614**
Tamarac Community Center Roof Replacement		GP26F	General Fund/Cap. Maint. Fund 303	-	500,000	-	-	-	-		**500,000**	**500,000**
Muti-Purpose Center Roof Replacement		TBD	General Fund/Cap. Maint. Fund 303	-	-	480,000	-	-	-		**480,000**	**480,000**
BSO Building Roof Replacement		TBD	General Fund/Cap. Maint. Fund 303	-	-	730,000	-	-	-		**730,000**	**730,000**
Mainlands 14, 16 & 17 Resurfacing		TBD	Gen.Fund/Rd. & Med Impr Fund 304	-	-	3,712,569	-	-	-		**3,712,569**	**3,712,569**
Heathgate & Sunflower Resurfacing		TBD	Gen.Fund/Rd. & Med Impr Fund 304	-	-	5,218,868	-	-	-		**5,218,868**	**5,218,868**
PCI Asphalt Pavement Evaluation Survey	Citywide	TBD	Gen.Fund/Rd. & Med Impr Fund 304	-	-	65,000	-	-	-		**65,000**	**65,000**
Municipal Complex Campus	3	TBD	Potential Future Revenue Bond Debt	-	-	115,000,000	-	-	-		**115,000,000**	**115,000,000**
Tamarac Park Multi-Purpose Center Replacement	4	TBD	Potential Future Revenue Bond Debt	-	-	-	-	-	-	34,072,281	**34,072,281**	**34,072,281**
Sub-Total- Surtax Projects Submitted to County				**$ -**	**$ -**	**$ 2,615,085**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,615,085**	**$ 2,615,085**
Sub-Total- Public Services:				**$ 3,956,309**	**$ 10,442,160**	**$ 145,998,875**	**$ 20,314,837**	**$ 28,778,857**	**$ -**	**$ 34,072,281**	**$ 239,607,010**	**$ 243,563,319**

FY 2026 CAPITAL IMPROVEMENTS PROGRAM DEPARTMENT	DIST. # PROJ. #	FUNDING SOURCE	PRIOR YEAR FUNDING	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	TOTAL FY 2026-FY 2031	TOTAL ALL YEARS
PUBLIC SERVICES - STORMWATER											
Culvert and Headwalls Phase 8: FY25-FY26	Citywide SW25A	Stormwater Capital Fund 411	400,000	400,000	-	-	-	-	-	**400,000**	**800,000**
Culvert and Headwalls Phase 9: FY27-FY28	Citywide SW27A	Stormwater Capital Fund 411	-	-	400,000	400,000	-	-	-	**800,000**	**800,000**
Sub-Total- Stormwater:			**$ 400,000**	**$ 400,000**	**$ 400,000**	**$ 400,000**	**$**	**$ -**	**$ -**	**$ 1,200,000**	**$ 1,600,000**
UTILITIES											
Irrigation Replacement	UT26E	Utilities Capital Fund 441-6030	639,000	100,000	100,000	100,000	100,000	100,000	100,000	**600,000**	**1,239,000**
Sewer Main Rehabilitation (I & I)	UT26B	Utilities Capital Fund 441-6040	12,750,000	500,000	500,000	500,000	500,000	500,000	500,000	**3,000,000**	**15,750,000**
Tamarac West System Rehabilitation	UT26F	Utilities Capital Fund 441-6030	2,100,000	300,000	300,000	300,000	300,000	300,000	350,000	**1,850,000**	**3,950,000**
WTP Control Building (cost over existing budget)	UT22X	Utilities Capital Fund 441-6020	24,000,000	20,000,000	-	-	-	-	-	**20,000,000**	**44,000,000**
WTP Renewal/Replacement	UT26C	Utilities Capital Fund 441-6020	900,000	150,000	150,000	150,000	500,000	1,000,000	1,000,000	**2,950,000**	**3,850,000**
WTP Emergency Repairs	UT26A	Utilities Capital Fund 441-6020	-	500,000	500,000	-	-	-	-	**1,000,000**	**1,000,000**
Replace Wastewater Force Mains	UT24Q	Utilities Capital Fund 441-6040	500,000	3,000,000	-	-	-	-	-	**3,000,000**	**3,500,000**
PFAS Removal System	UT26D	Utilities Capital Fund 441-6020	-	2,000,000	-	20,000,000		-	-	**22,000,000**	**22,000,000**
Rehab Accelators - Internals (Incl. Replacement of Weirs)	UT26G	Utilities Capital Fund 441-6020	-	150,000	-	-		-	-	**150,000**	**150,000**
WW Lift Station Pump Conversion	UT24S	Utilities Capital Fund 441-6040	-	-	-	1,500,000		1,500,000	-	**3,000,000**	**3,000,000**
WW Lift Station Rehabilitation	UT21P	Utilities Capital Fund 441-6040	900,000	-	500,000	-	500,000	-	500,000	**1,500,000**	**2,400,000**
Lime Sludge Handling - Engineering Fees	UT26H	Utilities Capital Fund 441-6020	-	1,650,000	-	-		-	-	**1,650,000**	**1,650,000**
Lime Sludge Handling - Design	UT26H	Utilities Capital Fund 441-6020	-	-	3,000,000	-		-	-	**3,000,000**	**3,000,000**
Lime Sludge Handling - Construction	UT26H	Utilities Capital Fund 441-6020	-	-	-	12,000,000		-	-	**12,000,000**	**12,000,000**
WTP Raw Water Well 14 to 17 Elec Upgrades - Construction	UT25D	Utilities Capital Fund 441-6020	-	600,000	-	-		-	-	**600,000**	**600,000**
WTP Well Maintenance Program (Well Upgrade Project)	UT26I	Utilities Capital Fund 441-6020	1,335,000	200,000	-	200,000		200,000	-	**600,000**	**1,935,000**
WTP Ammoniation System Upgrade and Improvements - Analysis	UT21V	Utilities Capital Fund 441-6020	20,000	-	20,000	-		-	-	**20,000**	**40,000**
WTP Ammoniation System Upgrade and Improvements - Installation	UT22V	Utilities Capital Fund 441-6020	124,500	-	-	124,500		-	-	**124,500**	**249,000**
WTP Ammoniation System Upgrade - additional project fees	UT22V	Utilities Capital Fund 441-6020				750,000				**750,000**	**750,000**
Convert Sodium Hypochlorite Pumps - Engineering	TBD	Utilities Capital Fund 441-6020	-	-	400,000	-		-	-	**400,000**	**400,000**
Replace Sodium Hypochlorite Pumps - Construction	TBD	Utilities Capital Fund 441-6020	-	-	-	4,000,000		-	-	**4,000,000**	**4,000,000**
Water Loss Assessment (Leak Detection Program)	UT21W	Utilities Capital Fund 441-6020	200,000	-	-	-		30,000	-	**30,000**	**230,000**
Rate Study	UT21S	Utilities Capital Fund 441-6030	55,000	-	-	50,000		-	-	**50,000**	**105,000**
Risk and Resilience Study	UT25A	Utilities Capital Fund 441-6020	250,000	-	-	-	-	250,000	-	**250,000**	**500,000**
Water Master Plan Study	TBD	Utilities Capital Fund 441-6030	-	-	-	400,000	-	-	-	**400,000**	**400,000**
Paint Storage Tanks/Filters/Accelators/Piping	UT23Q	Utilities Capital Fund 441-6020	-	-	-	-	-	1,000,000	-	**1,000,000**	**1,000,000**
Replace Transfer and Backwash Pumps - Construction	UT23J	Utilities Capital Fund 441-6040	-	-	-	-	2,000,000	-	-	**2,000,000**	**2,000,000**
Grants/Tamarac Square Water Main Replacement	UT24G	Utilities Capital Fund 441-6040	-	-	-	600,000	-	-	-	**600,000**	**600,000**
Mainlands Section 7 WM Replacement	UT22P	Utilities Capital Fund 441-6030	-	-	2,200,000	-	-	-	-	**2,200,000**	**2,200,000**
East Side Distribution Expansion (cost over existing budget)	UT22O	Utilities Capital Fund 441-6030	14,000,000	2,500,000	-	-	-	-	-	**2,500,000**	**16,500,000**
Woodland Country Club WM Replacement-Phases 1-4	TBD	Utilities Capital Fund 441-6030	-	-	-	12,000,000		-	-	**12,000,000**	**12,000,000**
Mainland Sections 1-5 Water Main Replacement - Phase 1	TBD	Utilities Capital Fund 441-6030	-	-	-	-	-	8,000,000	-	**8,000,000**	**8,000,000**
Mainland Sections 1-5 Water Main Replacement - Phase 2	TBD	Utilities Capital Fund 441-6030	-	-	-	-	-	-	6,009,193	**6,009,193**	**6,009,193**
Boulevards Watermain Improvements	TBD	Utilities Capital Fund 441-6030	-	-	-	-	3,000,000	-	-	**3,000,000**	**3,000,000**
Heathgate & Sunflower Communities Water Main Replacement	TBD	Utilities Capital Fund 441-6030	-	-	9,000,000	-	-	-	-	**9,000,000**	**9,000,000**
Green Haven, Fair Haven & Sunset Isle Water Main Replacement	UT25G	Utilities Capital Fund 441-6030	500,000	-	7,500,000	-	-	-	-	**7,500,000**	**8,000,000**
Westwood Phase 1 (Pipe Bursting)	UT23I	Utilities Capital Fund 441-6030	-	-	5,250,000	-	-	-	-	**5,250,000**	**5,250,000**
Westwood Phase 2 (Pipe Bursting)	TBD	Utilities Capital Fund 441-6030	-	-	6,000,000	-	-	-	-	**6,000,000**	**6,000,000**
RRA Security Upgrades for WTP Facility:											
Video Surveillance for Wells 4, 5, and 6	TBD	Utilities Capital Fund 441-6020	-	-	-	270,000	-	-	-	**270,000**	**270,000**
Video Surveillance Wells 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19	UT25I	Utilities Capital Fund 441-6020	-	-	120,000	100,000	-	-	-	**220,000**	**220,000**
Sub-Total- Utilities:			**$ 58,273,500**	**$ 31,650,000**	**$ 35,540,000**	**$ 53,044,500**	**$ 6,900,000**	**$ 12,880,000**	**$ 8,459,193**	**$ 148,473,693**	**$ 206,747,193**
TOTAL			***$ 65,713,155***	***$ 62,381,991***	***$ 196,862,549***	***$ 74,505,587***	***$ 35,678,857***	***$ 12,880,000***	***$ 59,227,373***	***$ 441,536,357***	***$ 507,249,512***

FY 2026 CAPITAL IMPROVEMENTS PROGRAM DEPARTMENT	DIST. # PROJ. #	FUNDING SOURCE	PRIOR YEAR FUNDING	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	TOTAL FY 2026-FY 2031	TOTAL ALL YEARS
		SUMMARY OF REVENUES									
		1¢ Sales Tax (Fund 149)	500,000	-	3,140,085	551,250	-	-	-	**3,691,335**	**4,191,335**
		Corridor Improvement (Fund 315)	1,768,000	16,315,870	4,643,788	-	-	-	16,695,899	**37,655,557**	**39,423,557**
		General Fund/General Capital (Fund 310	4,771,655	8,257,508	24,514,343	20,314,837	3,771,839	-	-	**56,858,527**	**61,630,182**
		General Fund/Capital Maint. (Fund 303)	-	500,000	1,210,000	-	-	-	-	**1,710,000**	**1,710,000**
		Median Improvement Fund (Fund 304)	-	2,715,464	12,189,333	-	-	-	-	**14,904,797**	**14,904,797**
		Development Agreement Contribution	-	1,094,560	-	-	-	-	-	**1,094,560**	**1,094,560**
		Grants for EV Charging Stations	-	1,448,589						**1,448,589**	**1,448,589**
		Potential Future Revenue Bond Debt	-	-	115,000,000	-	25,007,018	-	34,072,281	**174,079,299**	**174,079,299**
		Public Arts (Fund 146)	-	-	225,000	195,000	-	-	-	**420,000**	**420,000**
		Stormwater Captial (Fund 411)	400,000	400,000	400,000	400,000	-	-	-	**1,200,000**	**1,600,000**
		Utilities Capital (Fund 441)	58,273,500	31,650,000	35,540,000	53,044,500	6,900,000	12,880,000	8,459,193	**148,473,693**	**206,747,193**
		Total	***$ 65,713,155***	***$ 62,381,991***	***$ 196,862,549***	***$ 74,505,587***	***$ 35,678,857***	***$ 12,880,000***	***$ 59,227,373***	***$ 441,536,357***	***$ 507,249,512***
		SUMMARY BY PROGRAM									
		Community Development	2,268,000	19,515,280	8,586,684	746,250	-	-	16,695,899	**45,544,113**	**47,812,113**
		Information Technology	815,346	374,551	6,336,990	-	-	-	-	**6,711,541**	**7,526,887**
		Public Services	3,956,309	10,442,160	145,998,875	20,314,837	28,778,857	-	34,072,281	**239,607,010**	**243,563,319**
		Public Services - Stormwater	400,000	400,000	400,000	400,000	-	-	-	**1,200,000**	**1,600,000**
		Public Services - Utilities	58,273,500	31,650,000	35,540,000	53,044,500	6,900,000	12,880,000	8,459,193	**148,473,693**	**206,747,193**
		Total	***$ 65,713,155***	***$ 62,381,991***	***$ 196,862,549***	***$ 74,505,587***	***$ 35,678,857***	***$ 12,880,000***	***$ 59,227,373***	***$ 441,536,357***	***$ 507,249,512***

City of Tamarac

Water Supply Plan Related Amendments to the Comprehensive Plan

Volume II

Data & Analysis

Water Supply Related
Comprehensive Plan Amendments

V. INFRASTRUCTURE ELEMENT

VOLUME II: DATA, INVENTORY, & ANALYSIS

City of Tamarac

The Eastern Service Area

The eastern service area of Tamarac is provided water through a purchase agreement with the City of Fort Lauderdale. Potable water provided to Tamarac is produced at Fort Lauderdale's Fiveash Water Treatment Plant and Peele-Dixie Water Treatment Plant with capacities of 70 MGD and 10 MGD, respectively. The two plants are interconnected though the water distribution system and potable water is delivered to Tamarac through four master meters. The current consumptive use permit (CUP) for Fort Lauderdale allows the City of Fort Lauderdale to withdrawal up to 50.6 MGD of Biscayne aquifer water from its wellfields, and the permit is due for renewal in May of 2034. Fort Lauderdale, in conjunction with the South Florida Water Management District, is currently in the process of developing alternative water supply sources to meet future water demands without further impacting the Biscayne Aquifer. The population of the eastern service area is estimated to be 2,007, and the amended adopted level of service is ~~107~~ 80 gallons per capita per day.

BCU Service Area

The Broward County Utility service area in Tamarac is part of Broward County's District 1 water service area. This service area is supplied potable water from the Broward County Water and Wastewater Services District 1 Wellfield and Treatment Plant. The wellfield is comprised of nine wells, all of which are currently in service. The total firm capacity of the wellfield is 23.5 MGD. Pursuant to the South Florida Water Management District Consumptive Use Permit (CUP) for this wellfield, the maximum daily and average annual withdrawals allowed from the Biscayne Aquifer are 305 MG and 10.4 MG, respectively. The CUP is due for renewal in 2035. The District 1 water treatment plant is located at 3701 North State Road 7, Lauderdale Lakes. The plant uses upflow clarifiers and multimedia filtration to provide lime softening of the raw water supply. Per Broward County Water and Wastewater Services 2003 Annual Report, the plant is in very good condition and all equipment has been operating in a satisfactory manner. The plant operates 24 hours a day and meets current water quality standards. The population of the BCU service area is estimated to be 2,444, and the adopted level of service is 115 gallons per capita per day. The BCU service area is a retail water service area and therefore long-term water availability and supply is ensured by the County.



Figure 4.7: Fiveash Regional Water Treatment Plant

Water Distribution System

Tamarac's water distribution system consists of over 1.1 million linear feet of water mains of various sizes, in addition to valves, fire hydrants, and water meters. Emergency potable water interconnections are maintained with Broward County Office of Environmental Services, the City of Lauderhill, the City of Fort Lauderdale, the City of North Lauderdale, and the Coral Springs Improvement District.

Wellfield Protection

Tamarac's water wells are protected by the Broward County Wellfield Protection Ordinance. There is no industrial zoning or other zoning which permits use of hazardous materials within one (1) mile of either the existing or proposed well sites within the prohibited (30-day drawdown) area.



Water Pressure

The City of Tamarac retained an engineering consultant to perform a hydraulic analysis of the Tamarac water distribution system which was completed in 1996. The analysis showed no pressure deficiencies within the system at either average or peak demand.

Analysis

The following analysis provides an assessment of water demand and supply through the year 2050. As consistent with the section above, this analysis is organized according to geographic service areas. The projected population for each service area is depicted below in Table 4.3.

Table 4.3: Total Potable Water Demand by 2050

Year	BCWWS Area	Tamarac Eastern Service Area	Tamarac Western Service Area	Total Estimated
2025	2,444	2,007	66,470	70,921
2030	2,508	2,032	70,076	74,616
2035	2,604	2,054	73,846	78,504
2040	2,662	2,041	77,891	82,594
2045	2,673	1,988	80,800	85,461
2050	2,647	1,903	82,706	87,256

Source: Population projections are based on the South Florida Water Management District Water Supply Facilities Work Plan City of Tamarac, 2021; and the Shimberg Center for Housing Studies using 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida

The Western Service Area

The western service area has an estimated population of 66,470 and an adopted level of service of ~~110~~ 105 gallons per capita per day. In 2025, the western service area population demanded a predicted average of 7.19 millions gallons a day of finished water. This equates to an average of gallons per capita per day. This figure is quite a bit lower than the currently adopted level of service of 144 and is likely the result of effective water conservation efforts made by the City. With an on-going commitment to conserve water, the City of Tamarac can justify a reduction in its western service area level of service to ~~110~~ 105 gallons per capita per day. As shown below in Table 4.4, this Level of Service is consistent with potable water demand projections contained in the South Florida Water Management District's Lower East Coast Water Supply Plan.

The City of Tamarac holds a consumptive use permit to withdrawal a total of 7.58 MGD of potable water from the Biscayne Aquifer. This provides the City with the capacity to provide 7.19 MGD of finished water to the western service area. Based on the level of service of ~~110~~ 105 gallons per capita per day, the City of Tamarac will need to increase its available water capacity by the year 2035. The projected population, average daily demand, and potable water capacities for the western service area are shown in Table 4.4.

Table 4.4: `Area Projected Population, Average Daily Demand, and Potable Water Capacities

Year	Service Area Population	Level of Service (LOS) in gpcpd	Service Area Avg. Daily Demand	Total Finished Water Available	Consumptive Use Permit Allowance and Permit #	Water Treatment Plant Capacity	Wellfield Pumping Capacity
2025	66,470	~~110~~ 105 gpcpd	6.98~~7.31~~ MGD	7.19 MGD	7.58 MGD CU#06-00071-W	16 MGD	21.3 MGD
2030	70,076	~~110~~ 105 gpcpd	7.36 ~~7.70~~ MGD	7.19 MGD	7.58 MGD CU#06-00071-W	16 MGD	21.3 MGD
2035	73,846	~~110~~ 105 gpcpd	7.75~~8.12~~ MGD	7.19 MGD	7.85 MGD CU#06-00071-W	16 MGD	21.3 MGD
2040	77,891	~~110~~ 105 gpcpd	8.18~~8.56~~ MGD	7.19 MGD	7.58 MGD CU#06-00071-W	16 MGD	21.3 MGD
2045	80,800	~~110~~ 105 gpcpd	8.48~~8.88~~ MGD	7.19 MGD	7.58 MGD CU#06-00071-W	16 MGD	21.3 MGD
2050	82,706	~~110~~ 105 gpcpd	8.68~~9.09~~ MGD	7.19 MGD	7.58 MGD CU#06-00071-W	16 MGD	21.3 MGD

Source: City of Tamarac Utilities Department; and South Florida Water Management District Water Supply Facilities Work Plan City of Tamarac, 2021, and the Shimberg Center for Housing Studies using 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida

At this time, the SFWMD is not permitting any additional withdrawal increases from the Biscayne Aquifer. This is due to the fact that millions of gallons of this water are pumped out of the ground each day contributing to issues of saltwater in-migration and natural resource degradation. New stringent regulations regarding the Biscayne Aquifer have been adopted forcing water officials to seek alternative sources of water. The City of Tamarac will need to acquire alternative water supply sources in order to meet future demands.

The Eastern Service Area

The eastern service area has an estimated population of 2,007 and an adopted level of service of 107 gallons per capita per day. In 2025, the eastern service area population is expected to average 0.160 million gallons a day of finished water. This equates to a demand of 80 gallons per capita per day which is much less than the currently LOS of 179 gallons per capita per day. The lower consumption rate is likely due to water effective conservation efforts and the type of development in Tamarac's eastern service area. With an on-going commitment to conserve water and the built-out nature of the eastern service area, the City can lower its eastern level of service standard to 80 gallons per capita per day. As mentioned above, the City of Fort Lauderdale provides the eastern service area of Tamarac with potable water through a large user agreement. The City of Fort Lauderdale proactively plans for all of its water service area needs including Tamarac by the development of multi-year Water Master Plans. As shown in Table 4.5, a level of service of 80 gpcpd is consistent with the projections used by Fort Lauderdale in their Water Master Plan – 2020 Update.

Table 4.5: Projected Wholesale Water Use of Tamarac as shown in City of Fort Lauderdale's Water Master Plan 2020 Update

Wholesale User	Year 2025	Year 2030	Year 2035	Year 2040	Year 2045
Projected use of the Eastern Service Area	0.23 MGD	0.24 MGD	0.25 MGD	0.26 MGD	0.220 MGD
Resulting gallons per capita per day	81 gpcpd	80 gpcpd	78 gpcpd	79 gpcpd	81 gpcpd

Source: City of Fort Lauderdale Water Master Plan 2020 Update.
Calculations of gpcpd were performed eastern service area population projections.

Water Supply Plan Related
Comprehensive Plan Amendments

VI. CONSERVATION ELEMENT

VOLUME I: GOALS, OBJECTIVE & POLICIES

City of Tamarac

CURRENT AND PROJECTED POTABLE WATER NEEDS

This section contains an inventory of the current and projected water needs and sources to the year 2050. The data in this section will be derived from the information presented in the Infrastructure elements data and analysis.

Existing Potable Water Sources

The City of Tamarac receives water service from three separate water service providers. Providers (as seen in the Five-Year Capital Improvements Program, referenced in *IV. Infrastructure Element*). The western portion of Tamarac is provided with water service by The City of Tamarac Public Services Department (TPSD)– an area bounded on the west by Conservation Area 2A, the north by the C- 14 canal, the south by N.W. 44 Street, and the east by N.W. 31 Avenue. The eastern area of Tamarac is provided with potable water by the City of Fort Lauderdale Water Services (FTLWS) through a large-user agreement. The eastern area is generally located east of N.W. 31 Avenue, and north and south of Commercial Boulevard. The third and final water service area is a small part of Tamarac, 38 acres in total, located between 31st Avenue and S.R. 7 which is served by Broward County Water and Wastewater Services – District 1 (BCWWS) as a retail service area.

The source of potable water in Tamarac is the Biscayne Aquifer – an underground formation of sand, clay and limestone layers, which filter and purify rainwater. The groundwater is pumped to the Water Treatment Plant via the use of 19 wells.

Existing Potable Water Demand

Existing potable water demand in Tamarac is assessed among the three separate water service areas described above.

The Western Service Area

Tamarac Public Services Department provides potable water service to most of the City including the westernmost areas. The Public Services Department produces potable water at the Tamarac Water Treatment Plant located at 7803 N.W. 61 Street. The treatment plant which utilizes lime softening technology has a current pumping capacity of 20.0 million gallons per day (MGD). The plant draws its water from 18 active raw water wells and 1 standby well Tamarac currently holds a 30-year Consumptive Use Permit (WUP No.06- 00071-W from the South Florida Water Management District (SFWMD) which does not expire until March 8, 2042. The WUP was modified in 2014 to allow Tamarac Public Services to withdraw an average of 7.58 MGD. The adopted level of service standard for the western service area is ~~110~~ 105 gallons per capita per day (gpcpd).

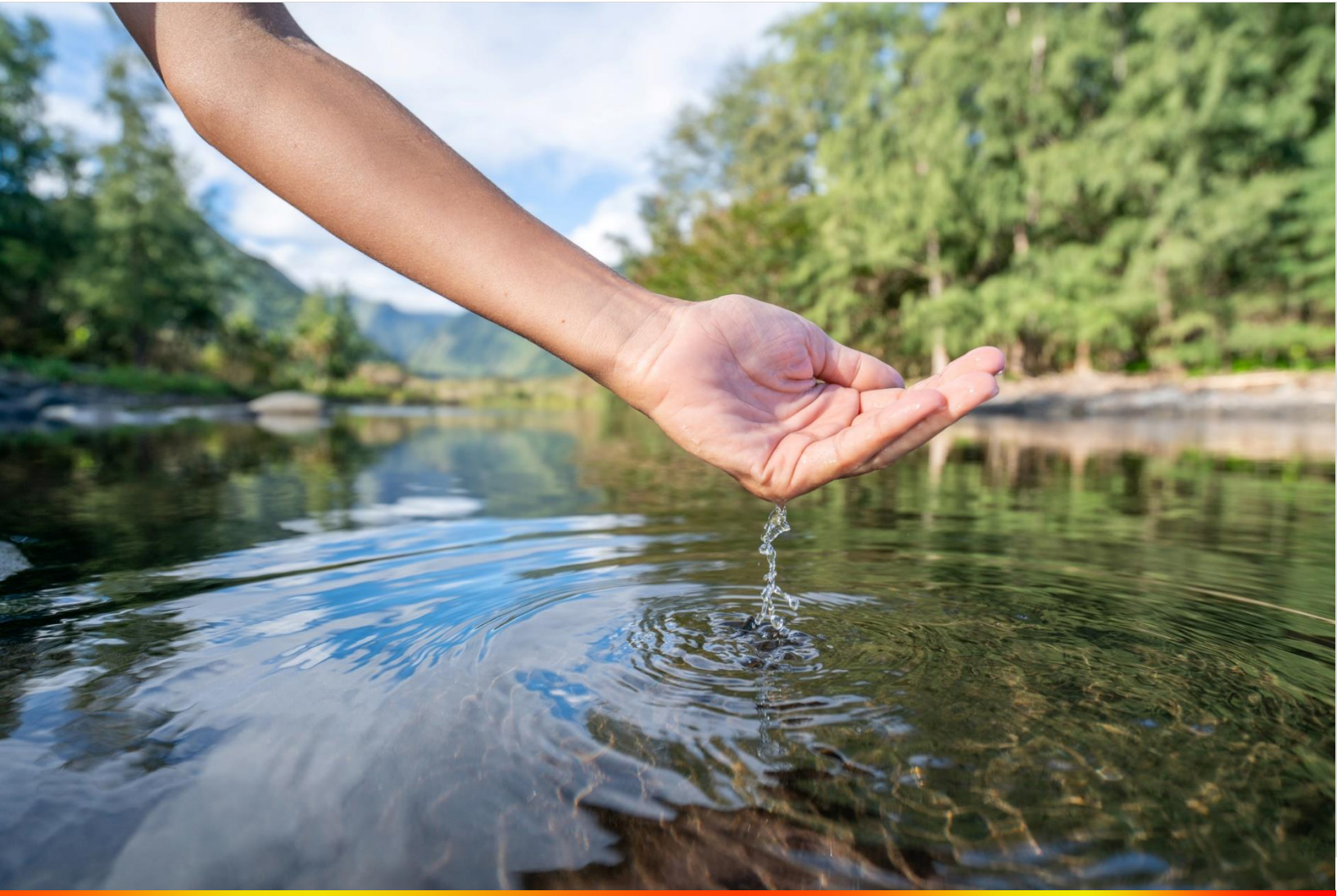
Eastern Service Area

The eastern service area of Tamarac is provided water through a purchase agreement with the City of Fort Lauderdale. In 2020, the eastern service area population demanded an average of 0.32 million gallons a day (mgd) of finished water. Potable water provided to Tamarac is produced at Fort Lauderdale's Fiveash Water Treatment Plant and Peele-Dixie Water Treatment Plant with capacities of 70 MGD and 20 MGD, respectively. The two plants are interconnected though the water distribution system and potable water is delivered to Tamarac through four master meters. The current consumptive use permit (WUP No. 06-00123-W) for Fort Lauderdale allows the City of Fort Lauderdale to withdrawal up to 61.19 MGD of Biscayne aquifer water from its wellfields, and the permit is due for renewal September 11, 2028. Fort Lauderdale, in conjunction with the South Florida Water Management District, is currently in the process of developing alternative water supply sources to meet future water demands without further impacting the Biscayne Aquifer. The population of the eastern service area is estimated to be 2,582, and the updated adopted level of service ~~is~~ shall be ~~107~~ 80 gallons per capita per day. ~~In 2020, the eastern service area population demanded an average of 0.32 million gallons a day (mgd) of finished water.~~

Broward County Water and Wastewater Service Area

The Broward County Utility service area in Tamarac is part of Broward County's District 1 water and wastewater service area. This service area is supplied potable water from the Broward County Water and Wastewater Services District 1 Wellfield and Treatment Plant. The wellfield is comprised of nine wells, one of which is currently out of service. The total firm capacity of the wellfield is 16 MGD. Pursuant to the South Florida Water

Management District Consumptive Use Permit (CUP 06-00146-W) for this wellfield, the maximum daily and average annual withdrawals allowed from the Biscayne Aquifer are 13.9 MGD and 10.5 MGD, respectively.



WATER SUPPLY FACILITIES WORK PLAN – 2026 UPDATE

Water Supply Facilities Work Plan Update
CHA Project Number: 101853.000

FINAL (For City Planning) | June 2026

Prepared for:
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

Prepared by:
CHA Consulting, Inc.
2784 N University Dr,
Coral Springs, FL 33065
Phone: (954) 510-4700

This document is intended for the use of the individual or entity for which it was prepared and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Any dissemination, distribution, or copying of this document is strictly prohibited.

SIGNATURE PAGE

PREPARED BY:

Ashlyn J. Mock

CERTIFIED BY:

Douglas K. Hammann, P.E.
Printed Name of Certifying Engineer

Signature of Certifying Engineer

Senior Project Manager
Title

50589
Florida Professional Engineer Registration Number

Florida
Registration State

28386
Company Certificate of Authorization No.

TABLE OF CONTENTS

1.0 INTRODUCTION 1
1.1 Statutory Information 1
1.1.1 Statutory History 1
1.1.2 Statutory Requirements 1
1.2 Purpose 3
1.3 Physical Location 4
1.4 Existing Facilities 4
1.4.1 Areas served by Domestic Self-Supply 4
1.4.2 City of Tamarac Public Services Department 4
1.4.3 Broward County Water and Wastewater Services – District 1 5
1.4.4 City of Fort Lauderdale Water Services 5
1.4.5 Summary of Existing Permits 5

2.0 BACKGROUND 8
2.1 Overview 8
2.2 Historical Population and Water Usage 8
2.3 Relevant Regional Issues 10

3.0 DATA AND ANALYSIS 12
3.1 Purpose 12
3.2 Population Projections 12
3.3 Level of Service 12
3.3.1 Current LOS for Each Utility 12
3.3.2 Future 13
3.4 Finished Water Projections by Utility 13
3.5 Water Supply and Treatment Facilities 18
3.5.1 Existing Withdrawal Facilities (Wellfield) 18
3.5.2 Water Treatment Plants Within the City of Tamarac 20
3.6 Raw Water Projections 20
3.7 Evaluation of Traditional vs Alternative Water Supply Projects within the City of Tamarac 22

4.0 CONSERVATION 23
4.1 Conservation Overview 23
4.1.1 Local Government Specific Actions, Programs, Regulations, or Opportunities 23
4.1.1.1 Water use Restrictions/Initiatives 23
4.1.1.2 Use of Florida-Friendly Landscaping Principles 23
4.1.1.3 Water Conservation Based Rate Structure 24
4.1.1.4 Rain Sensor Overrides for New Lawn Sprinkler Systems 24
4.1.1.5 Public Education Program 24
4.1.1.6 Meter Replacement Program 24
4.1.1.7 Requirement of Ultra-Low Volume Plumbing in New Construction 24
4.1.1.8 Filter Backwash Water Recovery Basin 24
4.1.1.9 New Conservation and Reuse Efforts 24
4.1.2 Statement Regarding the Success of its Water Conservation Programs 25
4.2 Wastewater Reclamation and Reuse 25

5.0 INTERGOVERNMENTAL COORDINATION 26
5.1 Needs for Additional Coordination Activities 26

5.2 Coordination with LEC Plan Update 26
5.3 Information Regarding Interconnects with other Utilities 26
6.0 CAPITAL IMPROVEMENTS 27
7.0 GOALS, OBJECTIVES AND POLICIES 28
7.1 Infrastructure Element 28
7.1.1 Potable Water LOS Sub-Element 28
7.2 Conservation Element 28
7.3 Intergovernmental Coordination Element 28
7.4 Capital Improvements Element 28

LIST OF TABLES

Table 1-1 Water Utility Permit Summary 5
Table 2-1 Per Capita Use Rate (GPCD) From 2017 to 2021 9
Table 3-1 Current Level of Service Per Capita Use Rate (GPCD) 13
Table 3-2 Future Level of Service in Per Capita Use Rate (GPCD) 13
Table 3-3 Finished and Raw Water Projected Demands within Utility Service Area (TPSD) 15
Table 3-4 Finished and Raw Water Projected Demands within Utility Service Area (BCWWS District 1) 16
Table 3-5 Finished and Raw Water Projected Demands within Utility Service Area (FTLWS) 17
Table 3-6 Well Rotation Schedule 18
Table 3-7 Description of Wells 18
Table 3-8 Finished to Raw Water Ratios from 2023-2024 LEC 20
Table 6-1 TPSD 5-Year Capital Improvement Program 27

LIST OF FIGURES

Figure 1-1 City of Tamarac Location Map 6
Figure 1-2 City of Tamarac Utility Service Area Site Map 7
Figure 2-1 Historical Populations 8
Figure 2-2 Historical Daily Water Usage (MGD) 9
Figure 2-3 Historical Per Capita Water Use Rate 10
Figure 3-1 Population Projections 12
Figure 3-2 Projected Finished Daily Water Usage (MGD) 13
Figure 3-3 Projected Raw Water Demands 21
Figure 3-4 Existing SFWMD Permit Allocations vs Projected Raw Water Demands 22

LIST OF APPENDICES

Appendix A City of Tamarac Water Use Permit # 06-00071-W
Appendix B Broward County District 1 Water Use Permit # 06-00146-W
Appendix C Fort Lauderdale Public Water Supply # 06-00123-W
Appendix D 2023-24 Lower East Coast Water Supply Plan Update (Report Relevant Pages)
Appendix E Interconnect Agreements
Appendix F Capital Improvement Plans for TPSD

LIST OF ACRONYMS & ABBREVIATIONS

AVG	Average
BCWWS	Broward County Water and Wastewater Services
BCWWTP	Broward County North Regional Wastewater Treatment Plant
CFWI	Central Florida Water Initiative
CHA	CHA Consulting, Inc.
CIE	Capital Improvements Element
CIS	Capital Improvements Schedule
DWTP	District 1 Water Treatment Plant
FAS	Floridian Aquifer Supply
FLUM	Future Land Use Map
F.S.	Florida Statutes
GAC	Granular Activated Charcoal
GPCD	Gallons per Capita per Day
IX	Ion Exchange
LEC	Lower East Coast
LOS	Level of Service
MFL	Minimum Flow Level
MGD	Million Gallons per Day
MGM	Million Gallons per Month
MGY	Million Gallons per Year
MOR	Monthly Operating Report
PFAS	Per and polyfluoroalkyl substances
SAS	Surficial Aquifer System
SFWMD	South Florida Water Management District
TCDA	City of Tamarac Community Development Department Demographic Analysis
TPSD	Tamarac Public Services Department
TUE	Tamarac Utility East
TUW	Tamarac Utility West
WSFWP	Water Supply Facilities Work Plan
WTP	Water Treatment Plant
WUP	Water Use Permit
WWTP	Wastewater Treatment Plant

(The remainder of this page has been left blank intentionally).

1.0 INTRODUCTION

1.1 Statutory Information

1.1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, 2011, 2016, and 2025 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.1.2 Statutory Requirements

The City of Tamarac has considered the following statutory provisions when updating the Work Plan:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan. [Section 163.3177(4)(a), Florida Statues.]

2. Revise the Potable Water Sub-Element to adopt a water supply facilities work plan covering at least a 10-year planning period to meet existing and project demands. The work plan must address those water supply facilities for which the local government has responsibility and includes the facilities needed to develop alternative water supplies. The work plan must also identify conservation and reuse measures to meet future needs. [Section 163.3177 (6)(c), Florida Statutes.]

3. Revise the Conservation Element to assess current and projected water needs and sources for at least a 10-year planning period. The analysis must consider the existing levels of water conservation, use, and protection, the applicable policies of the water management district, and the district's approved regional water supply plan. In the absence of an approved regional water supply plan, the analysis must consider the district's approved water management plan. [Section 163.3177 (6)(d), Florida Statutes.]

4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the Infrastructure Element), within 18 months after the water management district approves an updated regional water supply plan under F.S. 163.3177(6)(c)(5), to:

5. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the LEC Regional Water Supply Plan, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.]

6. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the LEC Regional Water Supply Plan [s. 163.3177(6)(c)(3), F.S.]; and

7. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)(3), Florida Statutes.]

8. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)(4), Florida Statutes.]

9. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), Florida Statutes.]

10. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the LEC Regional Water Supply Plan [s.163.3177 (6) (h) 1., Florida Statutes.]

11. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), Florida Statutes.]

12. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply facility entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when a regional water supply plan is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3245, Florida Statutes.]

13. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SFWMD and water supply development projects needed to address projected development in the Sector Plan area [Sector 163.3245, Florida Statutes.]

14. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), Florida Statutes.] Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

1.2 Purpose

The City of Tamarac (City) is located within Broward County (County) and has a total area of approximately 11.90 square miles. This City is surrounded by Lauderhill, Lauderdale Lakes, North Lauderdale, Fort Lauderdale, Sunrise, and Coral Springs with the west boundary abutting the Everglades Wildlife Management Area.

Potable water facilities were constructed to obtain, treat, and distribute potable water to the customers of the City of Tamarac. These facilities include raw water supply wells, raw water mains, water treatment plants, storage facilities, pumping and metering facilities, distribution mains, and customer meters. These facilities are adequate to provide water which meets all applicable water quality standards.

The City of Tamarac is served by three (3) water utilities to meet the potable water demands of the residents. These are:

- **City of Tamarac Public Services Department (TPSD).**
  The TPSD is an enterprise fund within the City of Tamarac municipal government and serves the majority of the City of Tamarac residents. It is not the responsibility of the City of Tamarac to fund or plan improvements to the water supply facilities of BCWWS and FTLWS. Information regarding the water supply facilities of BCWWS and FTLWS is provided in this report and is relevant to the comprehensive plan and the City's WSFWP.

- **Broward County Water and Wastewater Services - District 1 (BCWWS).**
  The BCWWS District 1 Water Treatment Plant (D1 WTP) serves the residents of the City in several small areas north of NW 58th Street, south of Bailey Road (NW 62nd St.), east of Rock Island Road, and west of NW 46th Avenue. BCWWS also serves the commercially zoned areas within the City along Commercial Boulevard between State Road 7 (US 441) and NW 31st Avenue.

- **City of Fort Lauderdale Water Services (FTLWS).**
  The FTLWS serves the portion of the City east of NW 31st Avenue within the City limits referred to as Tamarac Utility East (TUE). FTLWS wholesales water to the City to provide potable water to these sections of the City of Tamarac.

The purpose of the City of Tamarac Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within Tamarac's local government jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approves a regional water supply plan or its update. The 2023-2024 Lower East Coast Water Supply Plan Update (LEC Plan Update) was approved by the District's Governing Board on September 24th of 2024. The Work Plan shall be a standalone document adopted by reference into the local government's Comprehensive Plan.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City. According to state guidelines, the Work Plan and the City's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery, and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period, from 2025 to 2035.

The Work Plan is divided into seven (7) sections:

Section 1 – Introduction
Section 2 – Background
Section 3 – Data and Analysis
Section 4 – Conservation
Section 5 – Intergovernmental Coordination
Section 6 – Capital Improvements
Section 7 – Goals, Objectives, and Policies

1.3 Physical Location

Figure 1-1, City of Tamarac Location Map, shows the physical location of the City with respect to Broward County and the State of Florida. Figure 1-2 depicts a detailed map of the City of Tamarac and each of the utilities service areas. These maps are located at the end of this section.

1.4 Existing Facilities

1.4.1 Areas served by Domestic Self-Supply

To the City's knowledge, there are no known areas served by domestic supply systems.

1.4.2 City of Tamarac Public Services Department

The City of Tamarac Public Services Department (TPSD), also referred to as Tamarac Utility West (TUW) has a current SFWMD Water Use Permit (WUP No. 06-00071-W) allowing an average day withdrawal of 8.47 MGD. The current permitted maximum monthly amount of water TPSD is allowed to withdraw from the Biscayne Aquifer is 280.60 MG. This twenty (20) year permit expires on March 8, 2042.

Currently, The City of Tamarac has one (1) water treatment plant (WTP) with a permitted capacity of 20 MGD. Treatment of the raw water consists of lime softening, filtration, disinfection, finished water storage, and high service pumping to the distribution system. These facilities include eighteen (18) primary wells and one (1) standby well that withdraw water from the Biscayne Aquifer. The current storage capacity at the WTP is 3.0-MG. Appendix A, City of Tamarac SFWMD's Water Use Permit, shows the permitted withdrawals and information related to the facilities.

Along with the WTP, there are two (2) repump stations. The first is the Tract 27 Booster station, located within the Tamarac Sports Complex. It has three (3) 2,500 gpm pumps and a 2.0-MG ground storage tank. The second station is the Grant's Booster Station, located behind the Sunshine Plaza. It has two (2) 2,000 gpm pumps and a 1.0-MG ground storage tank.
The City's overall distribution system is currently divided into two sections:

1. Tamarac Utility West (TUW): from State Road 7 to the Sawgrass Expressway
2. Tamarac Utility East (TUE): from NW 31st Avenue to Prospect Road and NW 15th Avenue

The City of Tamarac is planning on connecting the eastern portion of its existing distribution system, TUE, to its western water supply and distribution system, TUW, to gain full control of its water supply to all customers. Until completion of the project, TPSD continues to supply water to

TUW service area while TUE's water supply is purchased in bulk from the City of Fort Lauderdale.

1.4.3 Broward County Water and Wastewater Services – District 1

The Broward County Water and Wastewater Services - District 1 WUP has a 2020 WUP (WUP No. 06-00146-W) for 10.93 MGD This permit is set to expire on December 27, 2065 The BCWWS 2024 Annual Report states District 1 has one (1) water treatment plant known as WTP 1A with a permitted plant capacity of 16 MGD. Treatment of the raw water consists of lime softening, filtration, disinfection, storage, and pumping to the distribution system. WTP 1A currently withdraws a permitted 10.04 MGD of aquifer groundwater from the Biscayne Aquifer through the use of 11 wells. WTP 1A also withdraws a permitted 2.86 MGD from the Upper Floridan aquifer with two (2) wells. The water distribution system within the city limits of Tamarac's service area is in good condition and well maintained. Appendix B, BCWWS WUP Application, shows the proposed withdrawals and information related to the facilities owned by BCWWS.

1.4.4 City of Fort Lauderdale Water Services

The FTLWS has a current 2025 WUP (WUP No. 06-00123-W) for 66.82 MGD. This permit will expire on December 27, 2065. The FTLWS is supplied by the Biscayne aquifer, which draws from the Surficial Aquifer System (SAS). There are a total of 37 active wells between the two wellfields, Dixie and Prospect, with 16 wells in operation at a given time.

The FTLWS raw water supply is treated at two (2) water treatment facilities, the Peele-Dixie nanofiltration plant and the Fiveash lime softening plant and have design capacities of 12.75 MGD and 70 MGD, respectively. The Peele-Dixie and Prospect Wellfields have a combined pumping capacity of approximately 58.43 MGD. The FTLWS plans on decommissioning and replacing Fiveash WTP with a proposed WTP, the Prospect WTP. The Prospect WTP is proposed to have both a nanofiltration and ion-exchange (IX) system to treat withdrawals from the brackish FAS. As a wholesale customer, the City receives finished water from Fiveash WTP. Appendix C, City of Fort Lauderdale WUP, shows the different conditions and information related to the consumptive use of water for the City of Fort Lauderdale.

1.4.5 Summary of Existing Permits

A summary of all permits is shown in Table 1-1.

Table 1-1 Water Utility Permit Summary

Utility	SFWMD Permit Number	Permit Expiration	Raw Water Annual Allocation (MGD)	FDEP PWS ID	Rated Capacity (MGD)	Raw Water Source
TPSD	06-00071-W	2042	8.47	4061429	20.00	SAS
BCWWS	06-00146-W	2065	10.04	4060167	16.00	SAS/FAS
FTLWS	06-00123-W	2065	66.82	4060486	82.75	SAS/FAS

Figure 1-1 City of Tamarac Location Map

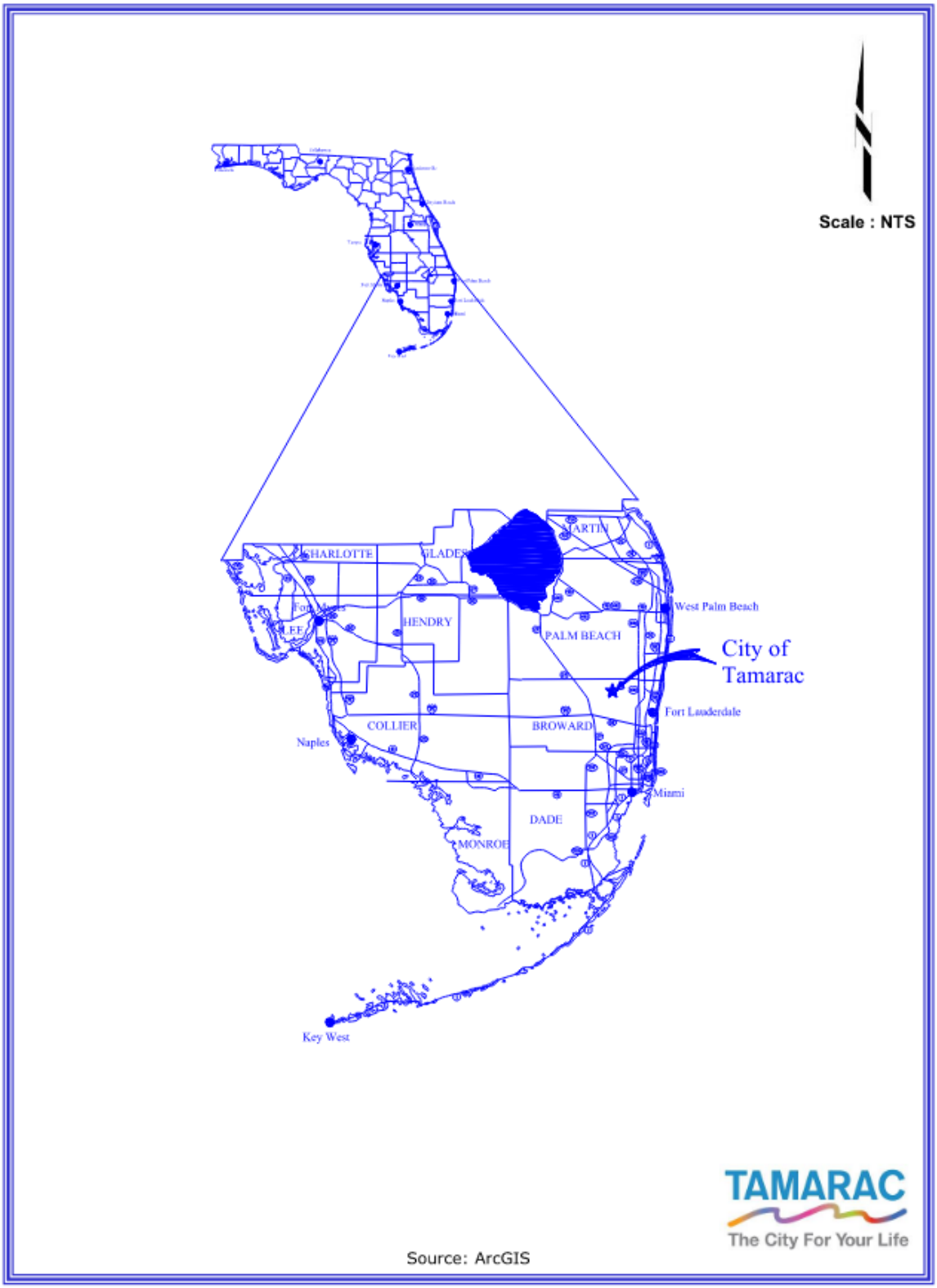
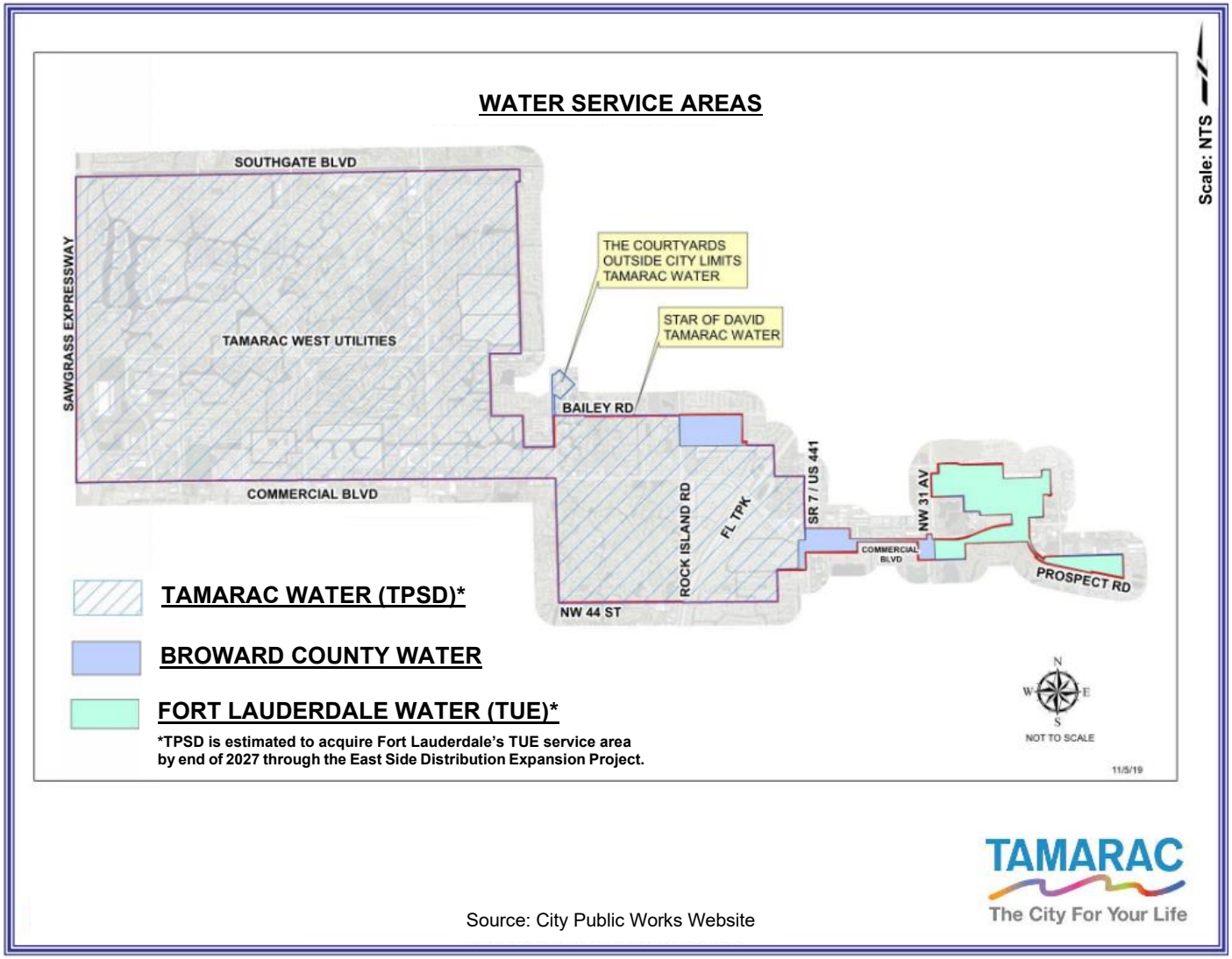


Figure 1-2 City of Tamarac Utility Service Area Site Map



Source: City Public Works Website

2.0 BACKGROUND

2.1 Overview

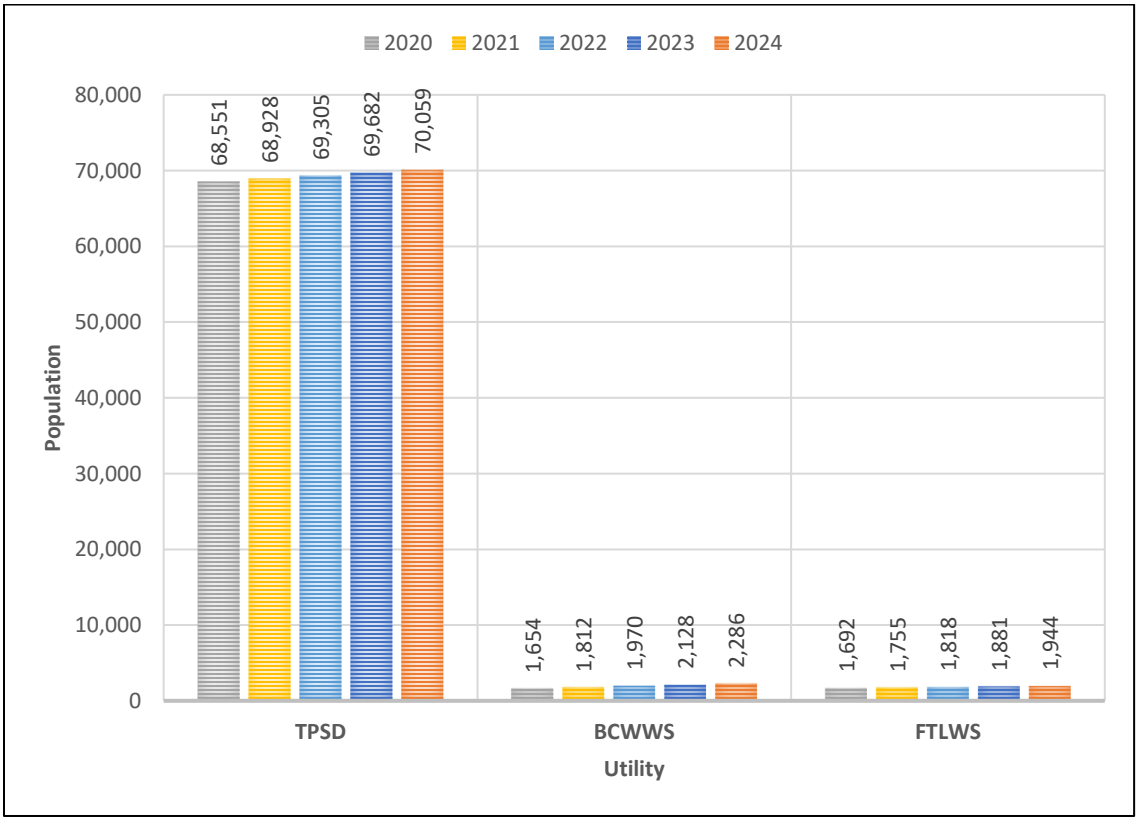
Historical population and water data have been retrieved from the 2023-2024 Lower East Coast Water Supply Plan (LEC Plan Update), or treatment data when applicable, for each of the utility districts within the City of Tamarac. The relevant data from within the 2023-2024 LEC Plan Update is shown in Appendix D.

Included in this section is a brief overview of the historical population, per capita use rates, water usage, and relevant regional issues in the City of Tamarac.

2.2 Historical Population and Water Usage

Historical population data from the City of Tamarac Comprehensive Plan Volume II (Section II. Future Land Use) and 2020 data from the Broward and Ft. Lauderdale utilities' work plans were utilized for this section. The populations presented in Table 2-1 indicates the total population being served by each utility within the City limits. For example, the TPSD population reflects the population served by the City of Tamarac minus the populations served by BCWWS and FTLWS within city limits. The data was then linearly interpolated to determine the population for years 2021-2024. See Figure 2-1 for historical populations of the utilities within the City of Tamarac for the past five (5) years.

Figure 2-1 Historical Populations



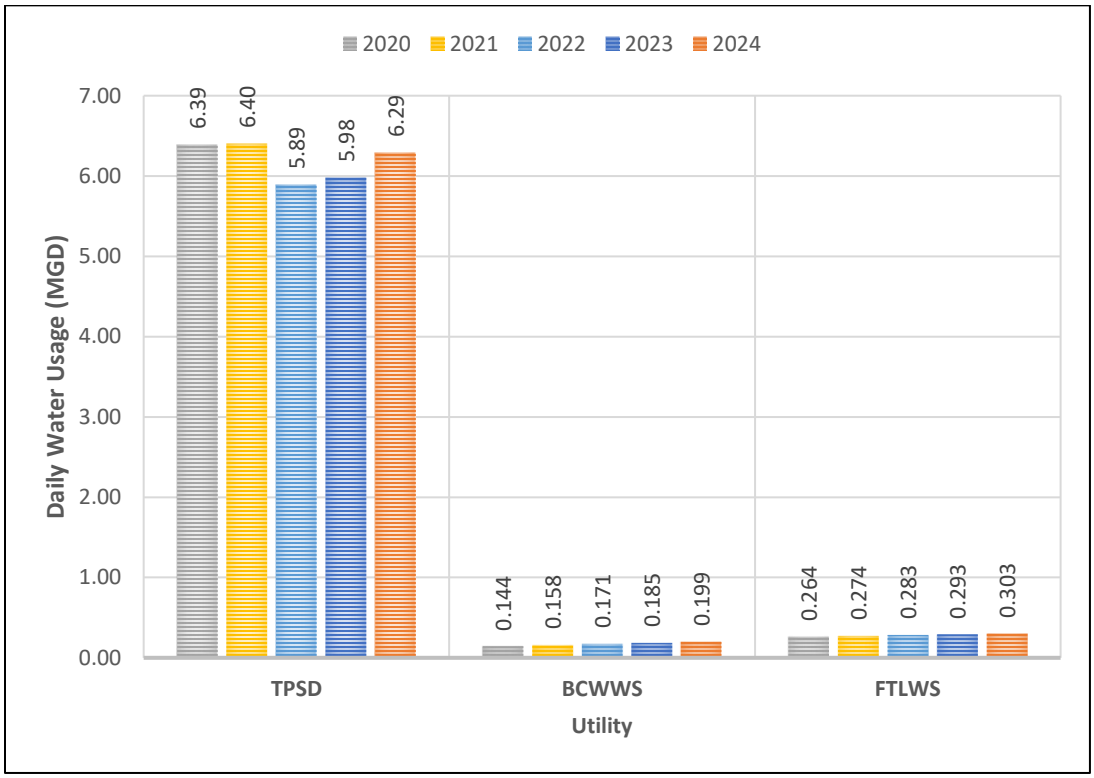
Per capita usage rate (PCUR) for the utilities was calculated using the historical data from 2017 to 2021, as sourced from the 2023-2024 LEC Plan Update. This is shown in Table 2-1 and is measured in gallons per capita per day (GPCD).

Table 2-1 Per Capita Use Rate (GPCD) From 2017 to 2021

TPSD	BCWWS	FTLWS
100	***87***	***156***

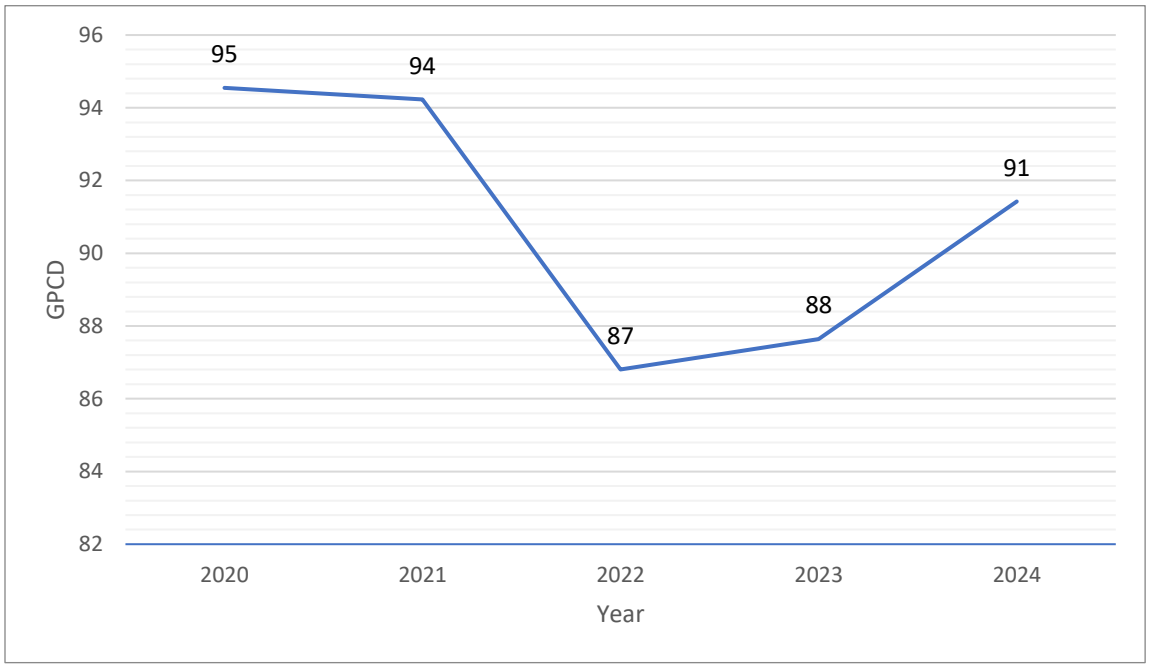
Using the per capita rates along with historical populations, the average finished water demand for the last five (5) years for each utility was calculated for BCWSS and FTLWS, as shown in Figure 2-2. TPSD historical daily water usage was calculated from the City's Average daily consumption data sheets for those years.

Figure 2-2 Historical Daily Water Usage (MGD)



Based on the historical daily water usage from the MORs provided by the City and the population interpolated from the City's Comprehensive Plan Volume II, the per capita rates for the years 2020 to 2024 were calculated and presented in Figure 2-3.

Figure 2-3 Historical Per Capita Water Use Rate



2.3 Relevant Regional Issues

The 2023-2024 LEC Plan Update identifies the regional water supply issues which continue to influence water supply planning efforts. The regional water supply issues that impact the City of Tamarac and the City's efforts to address them are outlined below:

- **Issue:** Conservation and efficiency measures must be prioritized and maximized regardless of the water source. Reducing the quantity of water required to meet demands through water use efficiency improvements, the prevention or reduction of unnecessary uses, or the cessation of water losses contributing to the sustainability of water supply resources.

  Several plans throughout the City are in effect to highlight the importance of conservation and to make sure those plans are followed through. Refer to the conservation strategies section in this report.

- **Issue:** Increased withdrawals from the SAS are limited by the Biscayne aquifer minimum flow and minimum water level (MFL), LEC Regional Water Availability criteria, potential impacts on the regional system, wetlands, pollution, and existing legal users as well as the potential for saltwater intrusion or upcoming of relict seawater in the western portions of the planning area.

  Ongoing coordination with the South Florida Water Management District (SFWMD), along with the City's adherence to its water use permit, will help mitigate potential impacts to the regional system from SAS withdrawals. Future well design and drilling will include appropriate coordination, modeling, and engineering measures to minimize the risk of exacerbating existing issues or creating new impacts.

- **Issue:** Withdrawals from the FAS are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource.

  The City of Tamarac will continue to adhere to current and future conservation efforts to reduce the withdrawal from the FAS. Close coordination with neighboring suppliers as well as monitoring the City consumption will ensure to protect FAS.

- **Issue:** Recent developments by the United States Environmental Protection Agency (EPA) on the regulatory criteria for polyfluoroalkyl substances or PFAS could require changes in the level of treatment required and may result in increased demands.

  The City of Tamarac is aware of ongoing regional concerns related to PFAS and remains attentive to evolving regulatory standards. PFAS related improvements are incorporated into the City's Capital Improvements Plan to address potential impacts. As part of this effort, the City anticipates conducting a feasibility study to determine the most appropriate treatment for both current and future PFAS contaminants, with ion exchange (IX) and granular activated charcoal (GAC) being considered as a potential treatment technology.

Regional water supply issues included in the 2023-2024 LEC Plan Update not mentioned above do not apply to the City of Tamarac.

(The remainder of this page has been left blank intentionally).

3.0 DATA AND ANALYSIS

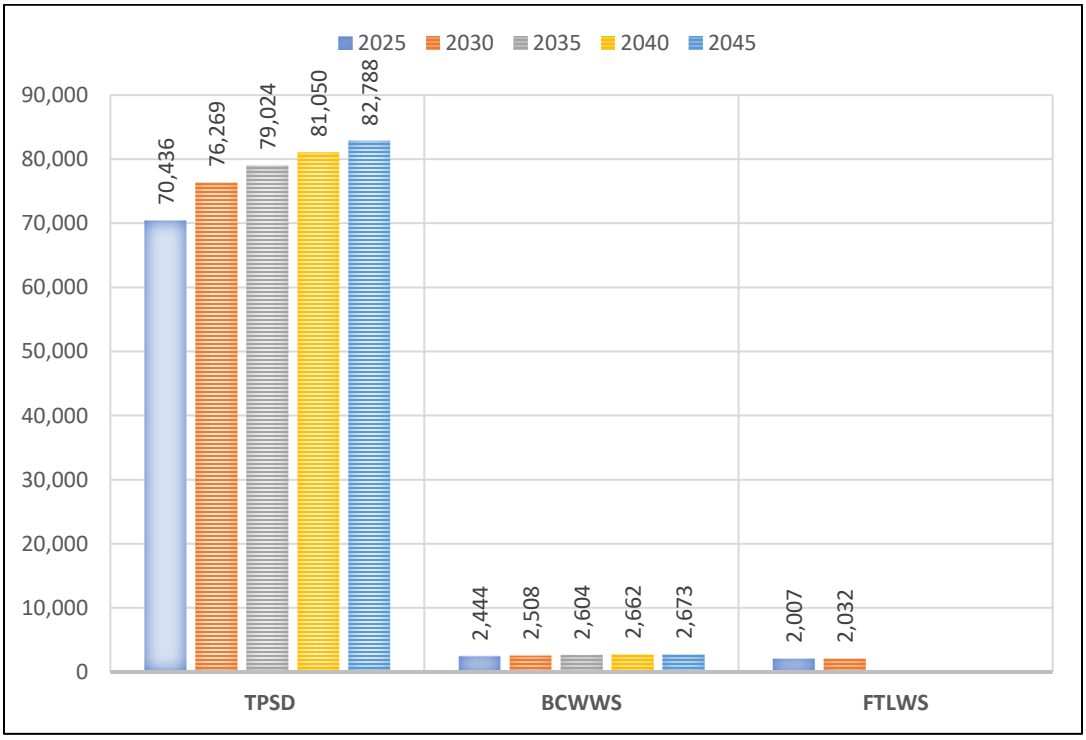
3.1 Purpose

The intent of the data and analysis section of the Work Plan is to describe information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity. This section will discuss population projections, finished water projections, level of service (LOS), raw water supply and treatment facilities, raw water projections, and the need for alternate raw water systems.

3.2 Population Projections

Projected population data were provided by the City's Comprehensive Plan Volume II. It should be noted that the populations and projections used for BCWWS and FLTWS are representative of the areas served within the City of Tamarac. The City's East Side Distribution Expansion Project will connect the TUE service area served by Fort Lauderdale to the rest of TPSD and is anticipated to be completed by the end of 2027. As shown in the year 2030 and moving forward, TPSD will experience an increase in service area population due to the responsibility for providing water service to the east side of Tamarac and relieving the City of Fort Lauderdale of this water allocation. The following population projections are presented in Figure 3-1.

Figure 3-1 Population Projections



3.3 Level of Service

3.3.1 Current LOS for Each Utility

The current level of service (LOS) data adopted from the 2025 Water Supply Facility Work Plans

of each utility is shown in Table 3-1.

Table 3-1 Current Level of Service Per Capita Use Rate (GPCD)

TPSD	BCWWS 1	FTLWS
110	96	170

3.3.2 Future

The City of Tamarac requested to reduce the level of service from 110 to 105 for TPSD. Additionally, the level of service for the eastern service area and the Broward county utilities service area was also updated to accurately reflect the areas served in the City of Tamarac. The future level of service to be adopted with the City of Tamarac 2026 Water Supply Facilities Work Plan is shown in Table 3-2.

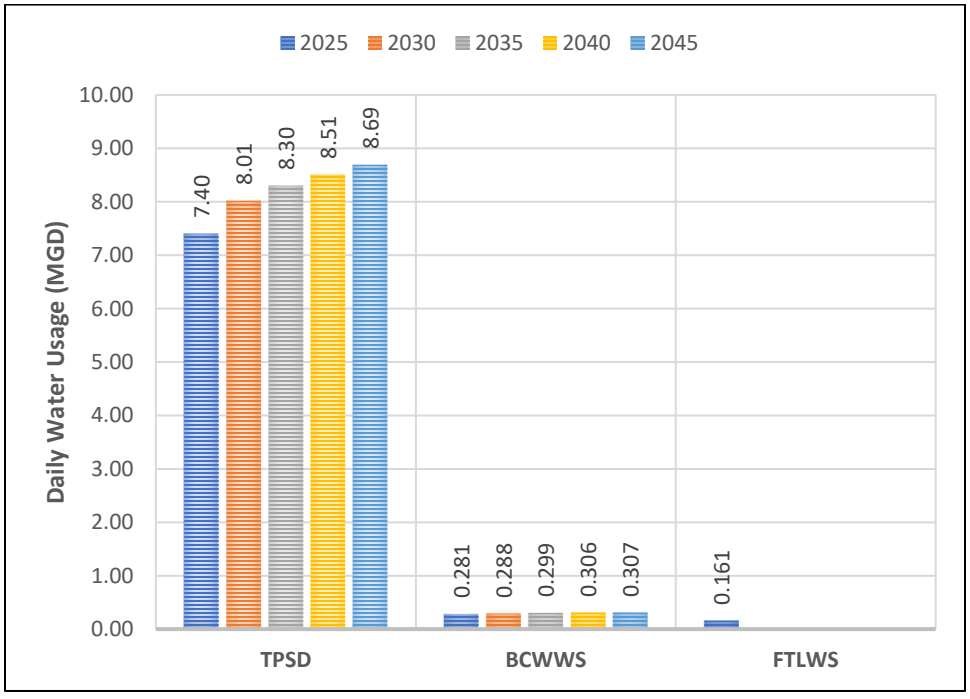
Table 3-2 Future Level of Service in Per Capita Use Rate (GPCD)

TPSD	BCWWS 1	FTLWS
105	115	80

3.4 Finished Water Projections by Utility

The projections of the potable water demand through the year 2045 are presented in Figure 3-2. Similarly to Figure 3-1, updates have been made in Figure 3-2 to reflect changes in water demand re-allocation from the FTLW to TPSD service areas starting 2030. These values were calculated using the population projections from the City of Tamarac Comprehensive Plan Volume II, and the future level of service to be adopted in the comprehensive plan as outlined in section 3.4.

Figure 3-2 Projected Finished Daily Water Usage (MGD)



The following calculated estimates and projections for population, finished water demands, raw water demands, treatment surplus/deficits, and raw water surplus/deficits for all utilities are presented below in Tables 3-3, 3-4 and 3-5. The projections are through the year 2045 with the exception of Table 3-5, using populations from the City of Tamarac Comprehensive Plan Volume II. The populations shown for the utilities serving the City of Tamarac only reflect the population within the City. Finished water per capita use rates are per the LOS established by the Comprehensive Plan's for each utility. Any information not provided or made available by the utility was determined to the best of our knowledge and referencing the 2023-2024 LEC Plan when applicable.

Table 3-5 presents the water allocation from Fort Lauderdale to the east side of the City of Tamarac. As mentioned in Section 3.2, the City of Tamarac's East Side Distribution Expansion project will relieve Fort Lauderdale of its responsibility to supply potable drinking water in the TUE service area. These changes are reflected at the beginning of the year 2030.

(The remainder of this page has been left blank intentionally).

Table 3-3 Finished and Raw Water Projected Demands within Utility Service Area (TPSD)

Information		Finished Water			Raw Water Source - SAS			Treatment Capacity = 20 MGD	SAS Raw Water
Planning Year	Population	Level of Service = 105 GPCD			Level of Service[8] = 108 GPCD				Avg Day Allocation[5] = 8.47 MGD
		Max/ Avg Day Ratio[2] = 1.23			Max/ Avg Day Ratio = 1.23				
		Average Day[1][9] (MGD)	Maximum Day[3] (MGD)	Average Month (MGM)	Average Day (MGD)	Maximum Day (MGD)	Average Month (MGM)	Treatment Surplus/ Deficit[4] (MGD)	Avg Day Surplus/ Deficit[6] (MGD)
2025	70,436	7.75	9.53	236	7.61	9.53	231	10.47	0.86
2030[7]	76,269	8.01	9.85	244	8.24	9.85	251	10.15	0.23
2035	79,024	8.30	10.21	252	8.53	10.21	260	9.79	-0.06
2040	81,050	8.51	10.47	259	8.75	10.47	266	9.53	-0.28
2045	82,788	8.69	10.69	264	8.94	10.69	272	9.31	-0.47

Notes:

1. Population from the City of Tamarac Comprehensive Plan Volume II.
2. The highest ratio taken from 2020-2024 MOR data. Ratio is assumed to be the same for raw and treated water.
3. Multiply average day by Max/Avg ratio.
4. Treatment Capacity minus Maximum Day Finished Water.
5. Avg day allocation from WUP.
6. Raw Water Average Day Allocation minus Average Day Raw Water.
7. Starting 2030 onward, TPSD will acquire Fort Lauderdale's water allocation in TUE at the end of the East Side Distribution Project.
8. Future proposed PFAS treatment technology is anticipated to have negligible effect on raw water LOS.
9. Planning year 2025 includes a LOS of 110 gpcd. Moving forward, the LOS shall be 105 gpcd.

Table 3-4 Finished and Raw Water Projected Demands within Utility Service Area (BCWWS District 1)

Information		Finished Water			Raw Water Source - SAS			Treatment Capacity = 16 MGD	SAS Raw Water
Planning Year	Population	Level of Service = 115 GPCD			Level of Service = 118 GPCD				Avg Day Allocation[5] 10.04 MGD
		Max/ Avg Day Ratio[2] = 1.08			Max/ Avg Day Ratio = 1.08				
		Average Day[1] (MGD)	Maximum Day[3] (MGD)	Average Month (MGM)	Average Day (MGD)	Maximum Day (MGD)	Average Month (MGM)	Treatment Surplus/ Deficit[4] (MGD)	Avg Day Surplus/ Deficit[6] (MGD)
2025	2,444	0.28	0.30	8.55	0.29	0.31	8.77	15.70	10.12
2030	2,508	0.29	0.31	8.77	0.30	0.32	9.00	15.69	9.74
2035	2,604	0.30	0.32	9.11	0.31	0.33	9.35	15.68	9.73
2040	2,662	0.31	0.33	9.31	0.31	0.34	9.55	15.67	9.73
2045	2,673	0.31	0.33	9.35	0.32	0.34	9.59	15.67	9.72

Notes:
1. Population from the City of Tamarac Comprehensive Plan Volume II.
2. Calculated Max/Avg Day Ratio. Ratio is assumed to be the same for raw and treated water.
3. Multiply average day by Max/Avg ratio.
4. Treatment Capacity minus Maximum Day Finished Water.
5. Avg day allocation from the WUP.
6. Raw Water Average Day Allocation minus Average Day Raw Water.

Table 3-5 Finished and Raw Water Projected Demands within Utility Service Area (FTLWS)

Information		Finished Water			Raw Water Source - SAS			Treatment Capacity = 82.75 MGD	SAS Raw Water
Planning Year	Population	Level of Service = 80 GPCD			Level of Service = 85 GPCD				Avg Day Allocation[5] 66.82 MGD
		Max/ Avg Day Ratio[2] = 1.19			Max/ Avg Day Ratio = 1.19				
		Average Day[1] (MGD)	Maximum Day[3] (MGD)	Average Month (MGM)	Average Day (MGD)	Maximum Day (MGD)	Average Month (MGM)	Treatment Surplus/ Deficit[4] (MGD)	Avg Day Surplus/ Deficit[6] (MGD)
2025	2,007	0.160	0.190	4.87	0.171	0.203	5.19	82.6	66.649
2030[7]	2,032	0.162	0.193	4.93	0.173	0.206	5.25	82.6	66.647

Notes:
1. Population from the City of Tamarac Comprehensive Plan Volume II.
2. Max/Avg Day Ratio is assumed to be the same for finished and raw water.
3. Multiply average day by Max/Avg ratio.
4. Treatment Capacity minus Maximum Day Finished Water.
5. Avg day allocation from 2023-24 LEC Plan.
6. Raw Water Average Day Allocation minus Average Day Raw Water.
7. Starting 2030 onward, TPSD will acquire Fort Lauderdale's water allocation in TUE at the end of the East Side Distribution Project.

3.5 Water Supply and Treatment Facilities

3.5.1 Existing Withdrawal Facilities (Wellfield)

The City's potable water supply is drawn from the Biscayne Aquifer. The wells operate under consumptive use permit issued by the South Florida Water Management District (SFWMD). The well field consists of 19 production wells that are rotated on a weekly basis to prevent localized drawdown. The rotation schedule below covers a three-week cycle:

Table 3-6 Well Rotation Schedule

	Well No.
Week 1	1*, 2, 4, 7, 11, 13, 19
Week 2	3, 5, 9, 10, 14, 17
Week 3	6, 8, 12, 15, 16, 18

Note: * - Standby well

A detailed description of each of the raw water wells which supply water to customers within the City of Tamarac is provided in Table 3-7. Included in Table 3-7 are wells that are permitted or are currently in the planning/design phase but not yet constructed.

Table 3-7 Description of Wells

Dimension (in x ft)	Discharge Rate (gpm)	Casing Depth (feet)	Qty.	Entity	Aquifer
12 x 117	850	102	1	TUW	Biscayne
12 x 160	850	105	1	TUW	Biscayne
12 x 126	850	112	1	TUW	Biscayne
12 x 115	850	109	1	TUW	Biscayne
12 x 110	850	100	2	TUW	Biscayne
12 x 125	830	97	1	TUW	Biscayne
12 x 110	850	101	1	TUW	Biscayne
12 x 112	850	101	1	TUW	Biscayne
12 x 160	830	105	1	TUW	Biscayne
12 x 180	850	105	2	TUW	Biscayne
12 x 115	850	108	1	TUW	Biscayne
12 x 123	850	105	1	TUW	Biscayne
12 x 109	850	102	1	TUW	Biscayne
12 x 125	830	105	1	TUW	Biscayne

Dimension (in x ft)	Discharge Rate (gpm)	Casing Depth (feet)	Qty.	Entity	Aquifer
12 x 125	850	111	1	TUW	Biscayne
12 x 120	850	102	2	TUW	Biscayne
12 x 147	2700	80	1	BCWWS	Biscayne
12 x 100	1150	70	1	BCWWS	Biscayne
20 x 94	2100	84	1	BCWWS	Biscayne
12 x 100	1200	76	1	BCWWS	Biscayne
12 x 100	2100	75	2	BCWWS	Biscayne
12 x 145	2700	80	1	BCWWS	Biscayne
12 x 100	1150	89	1	BCWWS	Biscayne
12 x 100	1100	72	1	BCWWS	Biscayne
17.4 x 1250	700	1150	1	BCWWS	Upper Floridan
17.4 x 1250	700	1035	1	BCWWS	Upper Floridan
18 x 1250	1400	1000	2	BCWWS	Upper Floridan
16 x 1200	2100	1055	1	FTLWS	Biscayne
20 x 1200	1400	1015	1	FTLWS	Biscayne
17 x 90	2100	66	1	FTLWS	Biscayne
12 x 76	0	61	2	FTLWS	Biscayne
17 x 91	2100	82	1	FTLWS	Biscayne
24 x 120	2800	90	4	FTLWS	Biscayne
18 x 98	2100	82	2	FTLWS	Biscayne
17 x 103	2100	82	1	FTLWS	Biscayne
17 x 101	2100	80	1	FTLWS	Biscayne
17 x 100	2100	80	1	FTLWS	Biscayne
16 x 120	2100	100	5	FTLWS	Biscayne
17 x 144	2100	105	1	FTLWS	Biscayne
17 x 90	2100	68	1	FTLWS	Biscayne
20 x 1505	1400	1015	1	FTLWS	Biscayne
17 x 90	2100	62	1	FTLWS	Biscayne
17 x 96	2100	70	1	FTLWS	Biscayne
12 x 80	0	68	1	FTLWS	Biscayne
17 x 103	2100	100	1	FTLWS	Biscayne
17 x 120	2100	100	3	FTLWS	Biscayne
17 x 90	2100	755	1	FTLWS	Biscayne

Dimension (in x ft)	Discharge Rate (gpm)	Casing Depth (feet)	Qty.	Entity	Aquifer
17 x 109	2100	90	1	FTLWS	Biscayne
18 x 102	2100	82	1	FTLWS	Biscayne
17 x 150	2100	112	1	FTLWS	Biscayne
17 x 95	2100	82	1	FTLWS	Biscayne
24 x 120	1750	90	5	FTLWS	Biscayne
17 x 0	2100	Uncased	2	FTLWS	Biscayne
24 x 125	1750	100	1	FTLWS	Biscayne
18 x 99	2100	81	1	FTLWS	Biscayne
17 x 116	2100	81	1	FTLWS	Biscayne
16 x 1200*	3300	> 1000	11	FTLWS	Biscayne
20 x 1200*	1400	> 1000	3	FTLWS	Biscayne
* Currently permitted with the SFWMD but not yet constructed.					

3.5.2 Water Treatment Plants Within the City of Tamarac

There is currently one (1) WTP within the City of Tamarac with a permitted capacity of 20 MGD. The plant is permitted with the Florida Department of Environmental Protection and is presently able, or will undergo modifications, to meet the demands required of them by 2045.

As the City of Tamarac plans to address PFAS treatment in their WTP potentially via ion exchange (IX) and granular activated charcoal (GAC), the raw water LOS impact for that treatment technology is considered negligible.

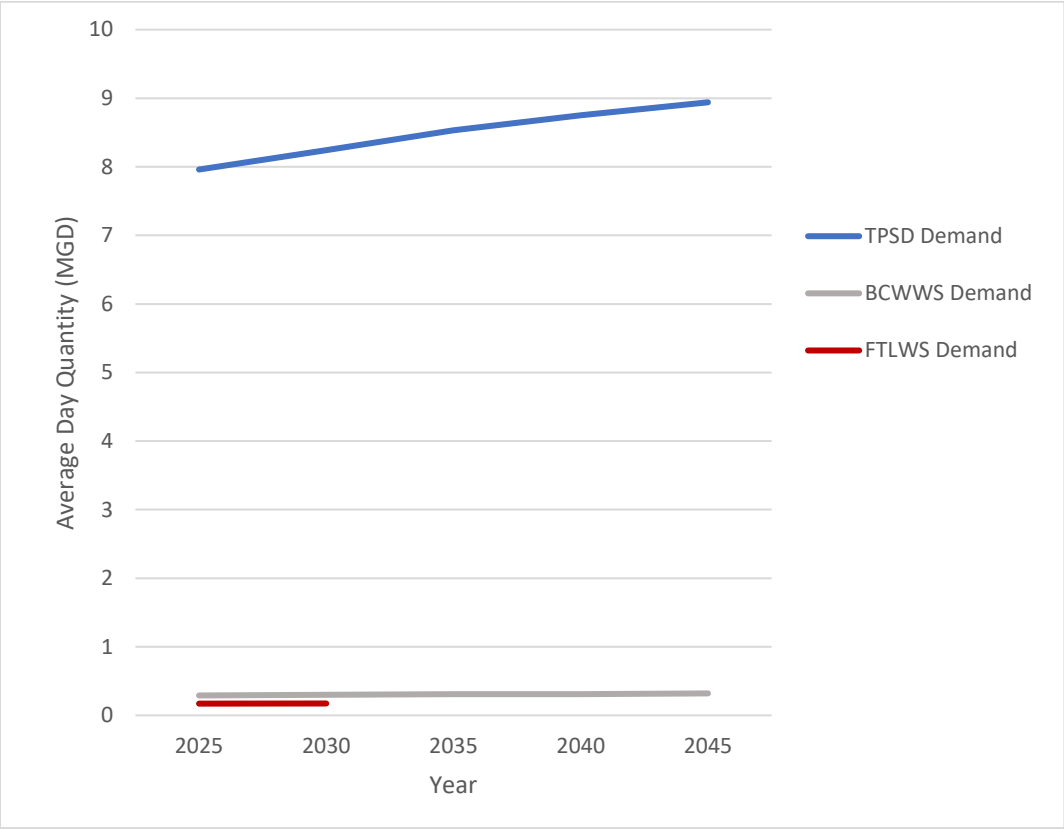
3.6 Raw Water Projections

Raw water projections were determined by utilizing the finished water demand projections from Section 3.3 and the finished to raw water ratios provided by the 2023-2024 LEC Plan. The finished to raw water ratios are presented in Table 3-8 and a graphical representation of the raw water projections based on future populations projects are shown in Figure 3-3. Total TPSD Demand refers to the total projected water demand for TUE (served by FTLWS) and TUW.

Table 3-8 Finished to Raw Water Ratios from 2023-2024 LEC

TPSD	BCWWS 1	FTLWS
1.03	1.03	1.06

Figure 3-3 Projected Raw Water Demands

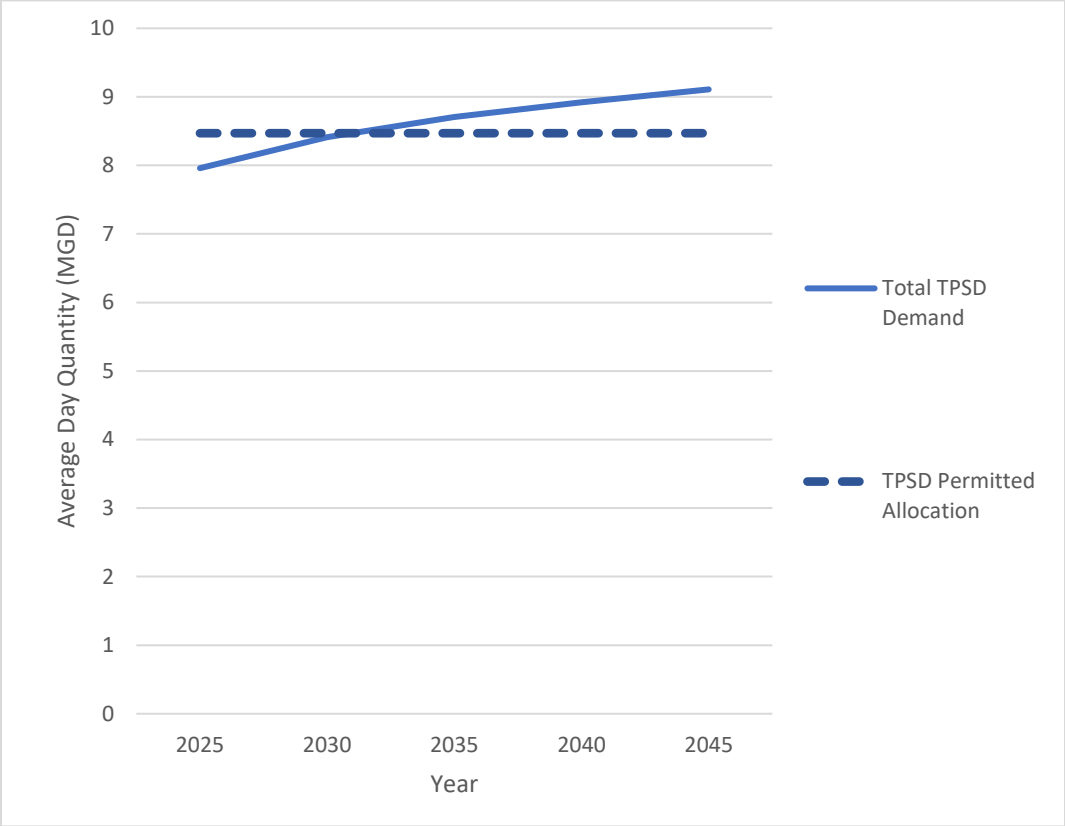


(The remainder of this page has been left blank intentionally).

3.7 Evaluation of Traditional vs Alternative Water Supply Projects within the City of Tamarac

The projected raw water demand from 2025 through 2045 is shown below in Figure 3-4, The anticipated demand will be met by the traditional water supply (Biscayne aquifer), treatment, and distribution systems as currently permitted. Based on this analysis, an increase in permitted water allocation for the City of Tamarac is expected between the years 2030 and 2035. The increase in allocation will be met even sooner due to the East Side Distribution Project, which will give the City of Tamarac full control of TUE.

Figure 3-4 Existing SFWMD Permit Allocations vs Projected Raw Water Demands



(The remainder of this page has been left blank intentionally).

4.0 CONSERVATION

4.1 Conservation Overview

This section includes a narrative of information that describes applicable regional or County issues, City of Tamarac specific actions, programs, regulations, and opportunities. Identified are any local financial responsibilities as detailed in the Capital Improvements Element. Refer to Appendix D Conservation Element of its Comprehensive Plan, which details the City's efforts as related to the SFWMD Water Conservation Plan's Five (5) required elements.

4.1.1 Local Government Specific Actions, Programs, Regulations, or Opportunities

The City of Tamarac has implemented a number of water conservation elements including utility leak detection programs, water conservation-based rate structures, Florida-friendly landscaping, retrofits, meter replacement programs, and public information programs. A summary of each of these elements is provided below.

4.1.1.1 Water use Restrictions/Initiatives

The City of Tamarac fully supports the regulations and recommendations placed forward by the SFWMD.

Additionally, the City adheres to the irrigation ordinance placed forward by Broward County under Chapter 36, "Water Resources and Management," Article II, "Water Emergencies," Section 36-55:, "Restrictions on Landscape Irrigation, Year-round Landscape Irrigation Measures" of the Broward County Code of Ordinances. This imposes year-round, County-wide landscape 2 day/week irrigation restrictions. The landscape ordinance also includes a minimum 50% water conserving native plant material be used in all landscape plans (Section 11-7(a) (8)).

4.1.1.2 Use of Florida-Friendly Landscaping Principles

On February 14, 2014, Broward County Board of Commissioners approved a new water efficient landscape code located in Chapter 39, "Zoning", Article VIII, "Landscaping for Protection of Water Quality and Quantity" of the Broward Code of Ordinances. This code reflects the NatureScape Broward program principles that promote water and energy conservation while creating a climate resilient landscape. This is in effect for the unincorporated areas of Broward County and individual municipalities are adopting as a model landscape code. This program has developed nine (9) principles for sustainable landscape:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch
5. Attract wildlife
6. Manage yard pests responsibly
7. Recycle yard waste
8. Reduce storm water runoff
9. Protect the waterfront

All new landscape designs must be pre-approved by the City of Tamarac and are screened to meet the Florida-Friendly Landscape standards. Good irrigation practices are encouraged, including staged watering to prevent runoff, irrigation only between 4:00 p.m. and 10:00 a.m., and

limiting irrigation to two days per week during water shortages. The City also participates in the Broward County Mobile Irrigation Laboratory program and offers irrigation system reviews annually.

4.1.1.3 Water Conservation Based Rate Structure

The City of Tamarac offers a three-tiered rate structure to encourage conservation. In addition, during a SFWMD Declared Water Shortage, a 15% water conservation fee may be added to the water portion of the bill.

4.1.1.4 Rain Sensor Overrides for New Lawn Sprinkler Systems

Broward County's "Landscaping for Protection of Water Quality and Quantity", Ordinance is codified in the Broward County Code of Ordinances Section 39-79. Subsection 39-79(b)(11) includes the requirement for the location and specification of controllers of rain shut-off devices and soil moisture sensors as part of the landscape plan.

4.1.1.5 Public Education Program

The City of Tamarac offers a wide range of public education to promote water conservation:

- Conservation messages are periodically enclosed in customer water bills.
- During SFWMD Declared Water Shortages, the city uses "Tam-a-Grams", direct mail, banners and social media to remind customers to reduce consumption.
- City staff provide educational presentations on conservation.
- Restaurants are provided signage and only provide water to if requested.

4.1.1.6 Meter Replacement Program

The City of Tamarac began a citywide water meter upgrade program April 2025. Modernizing utility infrastructure by installing smart meters not only provides assistance for measuring water consumption on the city's behalf, but it gives the residents the opportunity to track their daily water usage through online portals or apps.

4.1.1.7 Requirement of Ultra-Low Volume Plumbing in New Construction

The City of Tamarac has officially been certified as a Florida Green Local Government through the Florida Green Building Coalition. This organization is a nonprofit organization dedicated to improving the environment through conservation efforts and which recognizes local governments for exceptional environmental stewardship. Tamarac was first certified in May 2008 at the silver level. In May 2010, the City achieved the Gold-level certification, making it one of only two cities in Florida to achieve this designation.

4.1.1.8 Filter Backwash Water Recovery Basin

The City of Tamarac constructed a 500,000 gallon filter backwash water recovery basin in 2012 to recover potable water during the water treatment process. Since the implementation of this basin, the water treatment plant has averaged 150,000 gallons per day of additional potable water that would have previously been wasted.

4.1.1.9 New Conservation and Reuse Efforts

The City currently does not have plans to implement or study any new conservation or reuse efforts. In the future, the City may investigate transitioning to a goal-based Water Conservation

Plan, as referenced in the Applicant's Handbook and the District's Guidance Document for Public Water Supply Utilities.

4.1.2 Statement Regarding the Success of its Water Conservation Programs

By reviewing the historical per capita water use trends for the City of Tamarac, it is evident that the City has successfully managed to maintain a stable water consumption rate over time, even as the population steadily increased. Overall, the data shows a declining trend in per capita consumption, reflecting the effectiveness of conservation efforts. Years 2022 and 2023 experienced higher than average rainfall, which could be a contributing factor to lower water consumption during those annual periods. The City remains committed to enforcing existing ordinances to support long-term sustainability of its water supply resources.

4.2 Wastewater Reclamation and Reuse

The City of Tamarac has an interlocal agreement with Broward County to treat all wastewater generated from the western service area (TUW). The treatment for all sanitary flows from TUW is serviced at the Broward County North Regional Wastewater Plant, in Pompano Beach. The City of Tamarac also has an interlocal agreement with the City of Fort Lauderdale, and the sanitary flows from the eastern service area (TUE) is serviced by the City of Fort Lauderdale's G.T. Lohmeyer Wastewater Treatment Plant.

(The remainder of this page has been left blank intentionally).

5.0 INTERGOVERNMENTAL COORDINATION

5.1 Needs for Additional Coordination Activities

Based on the raw water demand projections in Section 3 of this report, TPSD is expecting to exceed its permitted raw water allocations with the SFWMD by the year 2035. TUW alone is expected to surpass its permitted allocation by 2035, and the addition of TUE following the east side distribution expansion will only accelerate the need for a new allocation with the SFWMD based on population projections and LOS. Therefore, continued coordination must occur to not surpass the permitted allocation, and efforts in optimizing the LOS for all utilities involved shall relieve the water demand.

5.2 Coordination with LEC Plan Update

The City of Tamarac plans on participating with the SFWMD and other utilities for climate change efforts. The City will support any efforts to evaluate the consequences of climate change impacts to protect the safety and wellbeing of their residents.

5.3 Information Regarding Interconnects with other Utilities

Residents and businesses of the City of Tamarac purchase their potable water from the City. In addition, the City has an extended Bulk Service Agreement with the City of Fort Lauderdale to supply the potable water to the city for an additional 5 years. The Bulk Service Agreement was set to expire at the end of 2024; however, it has been extended from October 2024 through 2029. Once the City completes the East Distribution Expansion project estimated by the end of 2027, they will terminate their interconnect agreement with the City of Fort Lauderdale to supply potable water to the East Side of Tamarac.

Residents and businesses also purchase potable water from Broward County – District 1. As of now, The City maintains an interconnect agreement and expect to maintain the agreement as these interconnections are intended to enhance redundancy and resiliency within the potable water system.

(The remainder of this page has been left blank intentionally).

6.0 CAPITAL IMPROVEMENTS

This section contains a review of the Capital Improvements Element of the City of Tamarac Comprehensive Plan and provides an updated Five-Year Schedule of Capital improvements adopted.

The schedule of capital improvements presented in Table 6-1 identifies the projects determined necessary to provide potable water in the quantity and quality required to serve existing and projected growth within the service area of the City of Tamarac over the next five years.

Table 6-1 TPSD 5-Year Capital Improvement Program

Project No.	Project Name	Total Project OPCC	2026	2027	2028	2029	2030
UT26E	Irrigation Replacement	$500,000	$100,000	$100,000	$100,000	$100,000	$100,000
UT26F	Tamarac West System Rehab (I & I)	$1,500,000	$300,000	$300,000	$300,000	$300,000	$300,000
UT22X	WTP Control Building	$20,000,000	$20,000,000				
UT26C	WTP Renewal/Replacement	$1,600,000	$150,000	$150,000	$150,000	$150,000	$1,000,000
UT26A	WTP Emergency Repairs	$1,000,000	$500,000	$500,000			
UT26D	PFAS Removal System	$22,000,000	$2,000,000		$20,000,000		
UT25D	WTP Raw Water Wells 14 to 17 Elec Upgrades	$600,000	$600,000				
UT26I	WTP Well Maintenance Program	$600,000	$200,000		$200,000		$200,000
UT21V. UT22V	WTP Ammoniation System Upgrade and Improvements	$894,500		$20,000	$874,500		
TBD	Sodium Hypochlorite Pumps (Engineering and Construction)	$4,400,000		$400,000	$4,000,000		
UT21W	Water Loss Assessment	$30,000					$30,000
UT23Q	Paint Storage Tanks/Filters/Accelators/Piping	$1,000,000					$1,000,000
UT23J	Replace Transfer and Backwash Pumps	$2,000,000				$2,000,000	
UT24G	Tamarac Water Main Replacement	$600,000			$600,000		
UT22O	East Side Distribution Expansion	$14,000,000	$2,500,000				
TBD	Woodland Country Club WM Replacement-Phases 1-4	$12,000,000			$12,000,000		
TBD	Mainlands Water Main Replacement	$8,000,000					$8,000,000
TBD	Boulevards Watermain Improvements	$3,000,000				$3,000,000	
TBD	Heathgate & Sunflower Communities Water main replacement	$9,000,000		$9,000,000			
UT25G	Haven & Sunset Isle Water main replacement	$7,500,000		$7,500,000			
	Totals:	**$110,224,500**	**$26,350,000**	**$17,970,000**	**$38,224,500**	**$5,550,000**	**$10,630,000**

7.0 GOALS, OBJECTIVES AND POLICIES

The existing goals, objectives, and policies (GOPs) of the City of Tamarac have been reviewed against the data and information presented herein to determine whether updates or revisions are required to comply with statutory requirements. Based on this review, the following additions and updates to the GOPs have been incorporated into the City's 2025 Comprehensive Plan in support of the Ten-Year Water Supply Facilities Work Plan. New additions are shown in *underline* format, while *deletions* are shown in strike through format in the text below.

7.1 Infrastructure Element

7.1.1 Potable Water LOS Sub-Element

Policy 1.2. The following level of service standards are hereby adopted:

Water Service Area	Level of Service Standard/gallons per capita per day
Western Service Area	~~110~~ 105
BCU Service Area (Broward County Treatment Plants)	115
Eastern Service Area (Fort Lauderdale Water Treatment Plants)	~~107~~ 80

Policy 1.1.9. The City will explore amending it's interlocal agreement with Broward County to increase the current 8.5 MGD of wastewater treatment at the North District Wastewater Plan to 11.0 MGD to accommodate for the growth in sewer demand through the planning period.

7.2 Conservation Element

No changes are proposed within this element in support of the Water Supply Facilities Work Plan.

7.3 Intergovernmental Coordination Element

No changes are proposed within this element in support of the Water Supply Facilities Work Plan.

7.4 Capital Improvements Element

No changes are proposed within this element in support of the Water Supply Facilities Work Plan.

(The remainder of this page has been left blank intentionally).

APPENDIX A

City of Tamarac Water Use Permit # 06-00071-W

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE INDIVIDUAL PERMIT

APPLICATION NO: 210222-2 **PERMIT NUMBER:** 06-00071-W

DATE ISSUED: March 8, 2022 **EXPIRATION DATE:** March 8, 2042

PERMITTEE: CITY OF TAMARAC
10101 STATE STREET
TAMARAC, FL 33321

PROJECT NAME: CITY OF TAMARAC

PROJECT LOCATION: Broward County, S9,10/T49S/R41E

PROJECT DESCRIPTION/AUTHORIZING:

The use of groundwater from the Biscayne aquifer to supply raw water for public water supply use with an annual allocation of 3,092 million gallons.

This is to notify you of South Florida Water Management District's (District) agency action concerning Permit Application Number 210222-2, received February 22, 2021. This action is taken pursuant to Chapter 373, Part II, Florida Statutes (F.S.), Rule 40E-1.603 and Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a Water Use Individual Permit is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57, F.S. and Section 120.569, F.S., or a request for a judicial review pursuant to Section 120.68, F.S.
2. The attached 33 permit conditions.
3. The attached 10 exhibits.

By acceptance and utilization of the water authorized under this permit, the Permittee agrees to hold and save the District and its successors harmless from any and all damages, claims or liabilities that may arise by reason of the construction, maintenance or use of activities authorized by this permit. Should you object to the permit, please refer to the attached "Notice of Rights" that addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition or request, please provide written objections, petitions, requests and/or waivers to: Office of the District Clerk, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, or by email to clerk@sfwmd.gov.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 8th day of March, 2022 in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: Lisandra Jones
LISANDRA JONES
DEPUTY CLERK, SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:

   City of Tamarac
   10101 State Street
   Tamarac, FL 33321

2. This permit shall expire on March 8th, 2042.

3. Use classification is:

   Public Water Supply

4. Source classification is:

   Groundwater from:
   Biscayne Aquifer

5. Allocation:

   Total annual allocation is 3,092.00 million gallons (MG). (8.47 MGD)

   Total maximum monthly allocation is 280.60 million gallons (MG).

   These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

   If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

   1. All other conditions of the permit are met; and

   2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

   Groundwater - Existing:

1 - 12" X 117' X 850 GPM Well Cased To 102 Feet
1 - 12" X 160' X 850 GPM Well Cased To 105 Feet
1 - 12" X 126' X 850 GPM Well Cased To 112 Feet
1 - 12" X 115' X 850 GPM Well Cased To 109 Feet
2 - 12" X 110' X 850 GPM Wells Cased To 100 Feet
1 - 12" X 125' X 830 GPM Well Cased To 97 Feet
1 - 12" X 110' X 850 GPM Well Cased To 101 Feet
1 - 12" X 112' X 850 GPM Well Cased To 101 Feet
1 - 12" X 160' X 830 GPM Well Cased To 105 Feet
2 - 12" X 180' X 850 GPM Wells Cased To 105 Feet
1 - 12" X 115' X 850 GPM Well Cased To 108 Feet
1 - 12" X 123' X 850 GPM Well Cased To 105 Feet
1 - 12" X 109' X 850 GPM Well Cased To 102 Feet
1 - 12" X 125' X 830 GPM Well Cased To 105 Feet
1 - 12" X 125' X 850 GPM Well Cased To 111 Feet
2 - 12" X 120' X 850 GPM Wells Cased To 102 Feet

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.

9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.

10. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.

11. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.

12. Monthly withdrawals for each withdrawal facility shall be reported to the District quarterly. The water accounting method and means of calibration shall be stated on each report.

13. The Permittee shall notify the District within 30 days of any change in service area boundary that results in a change in demand that affects its permitted allocation. The allocation shall be modified to effectuate such change.

14. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.

15. The Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

16. The Standard Water Conservation Plan described in Subsection 2.3.2.F.1.a of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and the Staff Report, must be implemented in accordance with the approved implementation schedule described in the following exhibit:

    The Water Conservation Plan is provided in Exhibit 8 of Application 210222-2.

17. The Permittee shall notify the District within 30 days of entering into an inter-local agreement, contract, or other similar instrument to deliver or receive water outside of its service area or to serve a demand not identified to determine the allocation described in this permit. A copy of such agreement shall be provided to the District. The monthly volume of water delivered and/or received via each inter-local agreement, contract, or other similar instrument shall be submitted to the District at the same reporting frequency as the withdrawals for each withdrawal facility required in this permit.

18. The Permittee shall implement the wellfield operating plan submitted in support of the permit application, as described in the District staff report.

19. The Permittee shall determine unaccounted-for distribution system losses (for the entire distribution system) on a monthly basis, including the way these losses are calculated. Reports shall be submitted to the District on a yearly basis and are due by April 30th of each year.

    If unaccounted-for distribution system losses are greater than 10 percent for any given year, the Permittee shall submit to the District for approval, a formal leak detection program that meets the requirements of Subsection 4.1.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, to address the reduction of such water loss.

20. The Permittee shall maintain an accurate flow meter at the point of discharge from the treatment plant for the purpose of measuring the daily flow of water.

21. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) or Surface Water (Pump or Culvert) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) at least 30 days prior to a change in any facility status (e.g. installation, relocation, abandonment) to include all specifications of the well, pump or culvert (e.g. actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type

of meters, culvert type, length, cross-section, diameter, height, width, invert elevation, control device, and water use accounting method).

22. Pursuant to Section 373.236(4), F.S., every ten years from the date of permit issuance, the Permittee shall submit a water use compliance report for review and approval by District Staff to SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

   The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.

5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

   B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that

could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.

9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

   Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

   A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

   B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    B. Reduction in water levels that harm the hydroperiod of wetlands,

    C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

    D. Harmful movement of contaminants in violation of state water quality standards, or

    E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

WATER USE STAFF REPORT

Application Number: 210222-2

Permit Number: 06-00071-W

Project Name: CITY OF TAMARAC

Water Use Permit Status: MODIFICATION/RENEWAL

Location: BROWARD COUNTY, S9,10/T49S/R41E

Applicant's Name and Address:
CITY OF TAMARAC
10101 STATE STREET
TAMARAC, FL 33321

Water Use Classification: Public Water Supply

Sources:

Groundwater from: Biscayne Aquifer

Authorized Allocation:

Annual Allocation:	3,092	Million Gallons (MG)
Maximum Monthly Allocation:	280.6	Million Gallons (MG)

Existing Withdrawal Facilities - Groundwater

Source: Biscayne Aquifer
1 - 12" X 109' X 850 GPM Well Cased to 102 Feet
2 - 12" X 180' X 850 GPM Wells Cased to 105 Feet
1 - 12" X 160' X 830 GPM Well Cased to 105 Feet
1 - 12" X 110' X 850 GPM Well Cased to 101 Feet
1 - 12" X 125' X 830 GPM Well Cased to 97 Feet
1 - 12" X 125' X 850 GPM Well Cased to 111 Feet
1 - 12" X 117' X 850 GPM Well Cased to 102 Feet
1 - 12" X 126' X 850 GPM Well Cased to 112 Feet
1 - 12" X 112' X 850 GPM Well Cased to 101 Feet
1 - 12" X 115' X 850 GPM Well Cased to 109 Feet
1 - 12" X 123' X 850 GPM Well Cased to 105 Feet
1 - 12" X 160' X 850 GPM Well Cased to 105 Feet
1 - 12" X 125' X 830 GPM Well Cased to 105 Feet
2 - 12" X 120' X 850 GPM Wells Cased to 102 Feet
1 - 12" X 115' X 850 GPM Well Cased to 108 Feet
2 - 12" X 110' X 850 GPM Wells Cased to 100 Feet

Rated Capacity Source	Status Code	GPM	MGM	MGY
Biscayne Aquifer	E	16,090	704.4	8,457
Totals:		**16,090**	**704.4**	**8,457**

PURPOSE

The purpose of this application is to modify and renew Water Use Permit 06-00071-W for public water supply. Withdrawals are from the Biscayne aquifer.

PROJECT DESCRIPTION

The City of Tamarac (City or Project) is an existing public water supply utility located in northeastern Broward County (Exhibits 1 through 3). The City is divided into 2 service areas: eastern Tamarac has 1,769 customer meters and is serviced by the City of Fort Lauderdale but will be acquired by Tamarac when the agreement expires on October 1, 2024; western Tamarac has 19,046 customer meters and has been serviced by the City's existing wellfield. This application requests a permit modification to connect the eastern portion (Tamarac Utility East) of the City's distribution system to the western (Tamarac Utility West) water supply and distribution system. Water is supplied to the distribution system via one wellfield. The wellfield is located east and west of the intersection of University Drive and NW 61st Street, between NW 84th Terrace and NW 74th Avenue. Withdrawals are from 19 existing Biscayne aquifer wells: 18 primary wells and one standby well (Well 1). The Project's facility locations are depicted in Exhibit 3 and withdrawal facility details are listed in Exhibit 4.

Water for the Tamarac Utility East system is currently supplied by a bulk water service agreement with the City of Fort Lauderdale. The agreement expires on October 1, 2024 and will not be renewed by the City. Since the City is proposing to serve the Tamarac Utility East service area with its own distribution system, along with the increase in projected population across the City's service area, an increase in allocation is requested with this application. The increase in allocation resulting from the termination of the bulk water agreement with the City of Fort Lauderdale is approximately 0.161 million gallons per day (MGD) on an annual average basis. The total permit allocation is proposed to increase from 2,767.5 million gallons per year (MGY) to 3,092.0 MGY and from 244.39 million gallons maximum month (MGM) to 280.60 MGM based on projected water use demands.

Facility Operation:

The Tamarac Wellfield operates six wells at a time for a week and then switches to another set of six wells the following week. Each rotation pumps six wells that are scattered at different locations across the wellfield. The typical rotations are: Rotation #1 pumps wells 2, 4, 7, 11, 13, and 19; Rotation #2 pumps wells 3, 5, 9, 10, 14, and 17; and Rotation #3 pumps wells 6, 8, 12, 15, 16 and 18. Well 1 is kept as a standby well.

The City operates one water treatment plant with 19 dedicated raw water supply wells that pump raw water to the water treatment plant. There are several finished water

PROJECT DESCRIPTION (CONTINUED)

storage facilities located throughout the distribution system including a 2.0 million gallon (MG) storage tank and 1.0 MG storage tank at the water treatment plant, a 2.0 MG storage tank at the Tract 27 Booster Station, and a 1.0 MG storage tank at Grant's Plaza that provide a combined total storage capacity of 6.0 MG. The City's treatment plant consists of initial lime softening, sand filtration, and chemical feed systems for lime, polymer, chloride, and fluoride treatments. The permitted capacity of Tamarac's water treatment plant is 20 MGD. Typical efficiency for the treatment plant is approximately 97 percent (Exhibit 5).

Interconnections:
The City of Tamarac has 13 interconnections: 4 with the City of Fort Lauderdale, 3 with Broward County, 3 with the City of North Lauderdale, 2 with the City of Lauderhill, and 1 with the City of Coral Springs. One connection with the City of North Lauderdale is planned to be abandoned.

Permit History:
The Project was originally permitted in 1976 for 3,831 MGY (18.7 MGD) to supply water to all of the City and parts of Fort Lauderdale. The permit was renewed in 1986 for 2,510 MGY (6.9 MGD) to serve the City only. The permit was modified in 1989 for the eastern service area of Tamarac to be serviced by Fort Lauderdale. The permit was renewed every five years thereafter and in 2004, the City was issued a 20-year water use permit for 2,754 MGY (7.5 MGD) until February 2009, reducing to 2,625 MGY (7.2 MGD) for the remainder of the permit duration. The permit was renewed and modified in 2014 for 2,767.5 MGY (7.58 MGD).

PROJECTED WATER USE DEMANDS

The annual and maximum month allocations for the Project are calculated as described in Subsection 2.3.2.F of the Applicant's Handbook (AH) for Water Use Permit Applications within the South Florida Water Management District. The annual allocation of 3,092.0 MG is based on a 105 gallons of raw water per capita use rate (PCUR) per day (for a finished water PCUR of 100.2 gallons per day) and a population of 80,701 in 2041. The maximum month allocation of 280.60 MG is based on a maximum month to average month peaking ratio of 1.09 times the average monthly demand. Historic PCUR, maximum-month peaking factors, projected population growth, and estimated demands are shown on Exhibit 5.

IMPACT EVALUATION

In order to assess any potential impacts, the Applicant submitted drawdown impact analysis results for the Biscayne aquifer using an analytical model that solves the Theis equation for confined aquifers. This analytical solution is considered conservative because all simulated pumpage is derived from groundwater storage and does not allow any aquifer recharge. The modeling data are consistent with the criteria for basic impact assessments as described in Subsection 3.1.2 of the AH. Aquifer parameters were obtained from the average of three aquifer performance test sites located near the Project. The purpose of the analysis was to simulate withdrawal of the maximum month allocation of the source during a 1-in-10 year drought

IMPACT EVALUATION (CONTINUED)

scenario (280.6 MG). Simulated drawdown contours for the current maximum month and proposed maximum month withdrawals from the Biscayne aquifer are shown in Exhibit 6.

WATER RESOURCE IMPACT EVALUATION

Water Resource Availability

Biscayne Aquifer

Land surface elevation at the Tamarac Wellfield is approximately 10 feet National Geodetic Vertical Datum (NGVD). The base of the Biscayne aquifer occurs at approximately -160 feet NGVD (United States Geological Survey [USGS] Water Resources Investigations Report 87-4034). Water level data from USGS monitor well G-2033, located approximately 0.85 mile west of Well 6, indicate that the lowest reported water level elevation during the period of record from May 1978 to December 2021 is 5 feet NGVD. Model results indicate that approximately 6.3 feet of drawdown may occur at the wellfield, leaving approximately 159 feet of saturated thickness in the Biscayne aquifer. Therefore, the potential for harm to occur to the water resource availability of the Biscayne aquifer as a result of the withdrawal of the recommended allocation is considered to be minimal.

Existing Legal Users

Biscayne Aquifer

There are multiple existing legal users of the Biscayne aquifer and surface waters near the Tamarac Wellfield. These existing users have been using water since at least 2006 and have co-existed with the Project without harm. Model results indicate approximately 0.4 feet of additional drawdown is expected at the existing legal users' withdrawal facilities as a result of the requested allocation. The minimal increase in drawdown is not expected to affect the existing legal users ability to withdrawal from the aquifer. Therefore, the potential for harm to occur to existing legal users of the aquifer as a result of the withdrawal of the requested allocation is considered minimal.

Existing Off Site Land Uses

Biscayne Aquifer

Land uses that are dependent upon water being on or near land surface and that existed prior to this application are protected from harm. The Tamarac Wellfield is bordered by residential neighborhoods and commercial properties. Groundwater modeling shows approximately 0.4 feet of additional drawdown may occur in the immediate vicinity of the wellfield. This amount of drawdown should not affect existing off site land uses. Therefore, pursuant to Subsection 3.6.2 of the AH, the use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that: the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

Migration of Saline Water

Biscayne Aquifer

The nearest saline surface water source is downstream of the S 36 structure on the C-13 Canal, located approximately 4.7 miles southeast of the Tamarac Wellfield, which is beyond the cone of depression attributed to the Project. The Project is located west of the 250 milligrams per liter (mg/L) isochlor in the Biscayne aquifer so the water is anticipated to be fresh. The Biscayne aquifer is separated from deeper sources of saline water in the Floridan aquifer system by approximately 300 feet of confining sediments. Therefore, the potential for saline water intrusion or upconing to occur as a result of the withdrawal of the recommended allocation is considered minimal.

Wetland Environments

Biscayne Aquifer

The nearest wetland areas are wetland marshes located approximately 1.5 miles west of the wellfield, as depicted in Exhibit 6. The modeled drawdown due to the Project's withdrawals shows that the additional requested allocation will result in less than an additional 0.1 foot of drawdown under the wetland areas. Additionally, these wetlands are not isolated and are physically part of and hydrologically connected to the regional surface water management system, which maintains the water elevations. There have been no indications of harm to these wetlands, since the last renewal in 2014, which can be directly attributed with the previously permitted water use withdrawals. Therefore, based upon application of the narrative standard that the hydrologic alteration of the water use shall not adversely impact the values of wetland functions so as to cause harm to the abundance, diversity and habitat of fish, wildlife and listed species, the potential for harm to occur to wetlands as a result of the withdrawal of the recommended allocation is considered minimal.

Sources of Pollution

Biscayne Aquifer

The Tamarac Wellfield is protected under the Broward County Wellfield Protection Ordinance (WPO). The WPO provides protection by setting criteria for regulating the use, handling, and storage of regulated substances which could impair present and future public potable water supply wells and wellfields. The nearest known potential source of contamination is Shell-First Coast Energy #2834 (Florida Department of Environmental Protection ID: 8502882), a petroleum contaminated site, located approximately 2,200 feet northeast of Well 17. There are multiple lakes and canals within the vicinity of the pollution source that will act as hydraulic barriers. Therefore, the potential for movement of contaminants, if present, from known pollution sources as a result of the withdrawal of the recommended allocation is considered minimal.

ADDITIONAL INFORMATION

Regional Issues

Minimum Flows and Levels

The Biscayne aquifer is a minimum flows and levels (MFL) water body covered by a prevention strategy set forth in Rule 40E-8, Florida Administrative Code (F.A.C.), and the Lower East Coast Water Supply Plan. The Biscayne aquifer MFL is defined as the water level which results in movement of the saltwater interface landward to the extent the water quality of an established withdrawal point is insufficient to serve as a water supply source. As discussed in the Migration of Saline Water section of this staff report, this Project is not expected to affect landward movement of the saltwater interface. Therefore, the recommended allocation is consistent with the Biscayne aquifer MFL Prevention Plan.

The MFLs for Everglades Waterbodies, identifying the point at which further withdrawals would cause significant harm, are set forth in Rule 40E-8.221(3), F.A.C. The Everglades MFL Waterbodies are in recovery as identified in Rule 40E-8.421(1) and (2), F.A.C. The primary component of the MFL recovery strategy is implementation of the Everglades restoration projects, including the Comprehensive Everglades Restoration Plan (CERP). The Everglades MFL recovery strategy also includes limitations on impacts to the MFL Waterbodies due to consumptive use permit withdrawals in Subsections 3.2.1.E and 3.9.1 of the AH. The Permittee has demonstrated the withdrawal is consistent with the recovery strategy, consistent with Subsection 3.9.1.B.2 of the AH.

Regional Water Availability

In order to determine the potential impacts the withdrawals might have on the Regional Waterbodies, the Applicant provided a calibrated three-dimensional groundwater flow model using the USGS MODFLOW code. The model is based on the Broward County groundwater model initially developed by the District in 1992 and later revised and updated in 2000 (District 2000 and 2001). The model covers Broward County as well as parts of Palm Beach and Miami-Dade Counties and is capable of quantifying the amount of induced seepage from the Regional Water Bodies.

When the Broward County Model was developed, MODFLOW River Cells were used to simulate the City's internal canals. This was appropriate because these internal canals were in direct connection to the C-14 Canal to the north. MODFLOW River Cells provide water to groundwater storage when water levels in the aquifer are below the designated stage (control elevation) of the River Cells and drain water from the aquifer when groundwater levels are above the River Cell stage. Water is simulated as moving into or out of the River Cells as a function of the difference in the head of the aquifer and the River Cells and the hydraulic conductance value assigned to each River Cell. This was the hydraulic condition of the surface water management system during the years 2001 through 2006, the years for which Base Conditions are calculated for permits in the Lower East Coast (Subsection 3.2.1.E, AH).

ADDITIONAL INFORMATION (CONTINUED)

In 2011, the City installed electric actuated slide gates at the City's three pump stations. The gates prevent flow of water from the C-14 Canal into the internal canal system, preventing this Regional Waterbody from providing regional water to the City's internal canals. Therefore, the internal canals were changed from MODFLOW River Cells to Drain Cells. MODFLOW Drain Cells are boundary conditions which act similar to River Cells by draining water from the aquifer when groundwater levels in the aquifer are higher than the designated Drain Cell stage (control elevation), but will not provide water to the aquifer when water levels are below the Drain Cell stage. Because the City's wellfield is adjacent to the internal canal system, when simulated as River Cells, the internal canal system provides water (seepage) to the aquifer when the wellfield is pumping due to the cone of depression of the wellfield lowering the groundwater levels below the designated River Cell stages. The improvements to the City's canal structures no longer allows regional water to freely flow from the C-14 Canal into the City's internal canals, thereby reducing the amount of regional water available to the wellfield, compared to the hydrologic condition present prior to the 2011 structure improvements.

Modeling scenarios using the Broward Model were run for Biscayne aquifer withdrawals of the original base condition allocation (6.89 MGD), the currently permitted allocation (7.58 MGD), and the proposed allocation (8.47 MGD). Exhibit 7 shows that the proposed withdrawals with the installed slide gates will induce approximately 2 MGD less seepage (3.71 MGD compared to 5.72 MGD) from the regional system than the previously authorized withdrawals.

Based on the above modeling and pursuant to Subsection 3.2.1.E of the AH, the Project will not cause a net increase in the volume or cause an increase in volume of change in timing of withdrawals from the Lower East Coast Waterbodies over the Project's base condition water use.

Project Site Issues

Legal Control and Land Use

The City of Tamarac maintains legal control over the Project site, pursuant to Subsection 2.1.1 of the AH. All withdrawal facilities are located within the Project boundaries. The allocation requested for public water supply is compatible with the multiple land use categories in the vicinity.

Water Conservation Plan

Pursuant to Section 2.3.2.F.1 of the AH, a Water Conservation Plan was submitted as part of this application. Details of the plan are shown in Exhibit 8.

Permit Duration

Pursuant to Subsection 1.5.2.C.3.a of the AH, the water use permit shall have a duration of 20 years from the date of permit issuance.

ENVIRONMENTAL RESOURCE PERMIT STATUS:
Not Applicable

RIGHT OF WAY PERMIT STATUS:
Not Applicable

RECOMMENDATIONS

Project Name: CITY OF TAMARAC

Application Number: 210222-2

Permit Number: 06-00071-W

RECOMMENDATION

The use of groundwater from the Biscayne aquifer to supply raw water for public water supply use with an annual allocation of 3,092 million gallons.

STAFF EVALUATION

REVIEWER:

Morgan Reins, NRM

Sean Robertson, WU

SUPERVISOR:

Barbara J. Conmy, NRM

Nicholas Vitani, P.G., WU

WATER USE BUREAU CHIEF:

Simon Sunderland, P.G.

Date: March 6, 2022

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:

   City of Tamarac
   10101 State Street
   Tamarac, FL 33321

2. This permit shall expire on March 8th, 2042.

3. Use classification is:

   Public Water Supply

4. Source classification is:

   Groundwater from:
   Biscayne Aquifer

5. Allocation:

   Total annual allocation is 3,092.00 million gallons (MG). (8.47 MGD)

   Total maximum monthly allocation is 280.60 million gallons (MG).

   These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

   If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

   1. All other conditions of the permit are met; and

   2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

SPECIAL PERMIT CONDITIONS

Groundwater - Existing:

1 - 12" X 117' X 850 GPM Well Cased To 102 Feet
1 - 12" X 160' X 850 GPM Well Cased To 105 Feet
1 - 12" X 126' X 850 GPM Well Cased To 112 Feet
1 - 12" X 115' X 850 GPM Well Cased To 109 Feet
2 - 12" X 110' X 850 GPM Wells Cased To 100 Feet
1 - 12" X 125' X 830 GPM Well Cased To 97 Feet
1 - 12" X 110' X 850 GPM Well Cased To 101 Feet
1 - 12" X 112' X 850 GPM Well Cased To 101 Feet
1 - 12" X 160' X 830 GPM Well Cased To 105 Feet
2 - 12" X 180' X 850 GPM Wells Cased To 105 Feet
1 - 12" X 115' X 850 GPM Well Cased To 108 Feet
1 - 12" X 123' X 850 GPM Well Cased To 105 Feet
1 - 12" X 109' X 850 GPM Well Cased To 102 Feet
1 - 12" X 125' X 830 GPM Well Cased To 105 Feet
1 - 12" X 125' X 850 GPM Well Cased To 111 Feet
2 - 12" X 120' X 850 GPM Wells Cased To 102 Feet

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.

9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.

10. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.

11. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.

12. Monthly withdrawals for each withdrawal facility shall be reported to the District quarterly. The water accounting method and means of calibration shall be stated on each report.

SPECIAL PERMIT CONDITIONS

13. The Permittee shall notify the District within 30 days of any change in service area boundary that results in a change in demand that affects its permitted allocation. The allocation shall be modified to effectuate such change.

14. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.

15. The Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

16. The Standard Water Conservation Plan described in Subsection 2.3.2.F.1.a of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and the Staff Report, must be implemented in accordance with the approved implementation schedule described in the following exhibit:

    The Water Conservation Plan is provided in Exhibit 8 of Application 210222-2.

17. The Permittee shall notify the District within 30 days of entering into an inter-local agreement, contract, or other similar instrument to deliver or receive water outside of its service area or to serve a demand not identified to determine the allocation described in this permit. A copy of such agreement shall be provided to the District. The monthly volume of water delivered and/or received via each inter-local agreement, contract, or other similar instrument shall be submitted to the District at the same reporting frequency as the withdrawals for each withdrawal facility required in this permit.

18. The Permittee shall implement the wellfield operating plan submitted in support of the permit application, as described in the District staff report.

19. The Permittee shall determine unaccounted-for distribution system losses (for the entire distribution system) on a monthly basis, including the way these losses are calculated. Reports shall be submitted to the District on a yearly basis and are due by April 30th of each year.

    If unaccounted-for distribution system losses are greater than 10 percent for any given year, the Permittee shall submit to the District for approval, a formal leak detection program that meets the requirements of Subsection 4.1.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, to address the reduction of such water loss.

20. The Permittee shall maintain an accurate flow meter at the point of discharge from the

treatment plant for the purpose of measuring the daily flow of water.

21. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) or Surface Water (Pump or Culvert) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) at least 30 days prior to a change in any facility status (e.g. installation, relocation, abandonment) to include all specifications of the well, pump or culvert (e.g. actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters, culvert type, length, cross-section, diameter, height, width, invert elevation, control device, and water use accounting method).

22. Pursuant to Section 373.236(4), F.S., every ten years from the date of permit issuance, the Permittee shall submit a water use compliance report for review and approval by District Staff to SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

   The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.

5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

   B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.

9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

   Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

   A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

   B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    B. Reduction in water levels that harm the hydroperiod of wetlands,

    C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

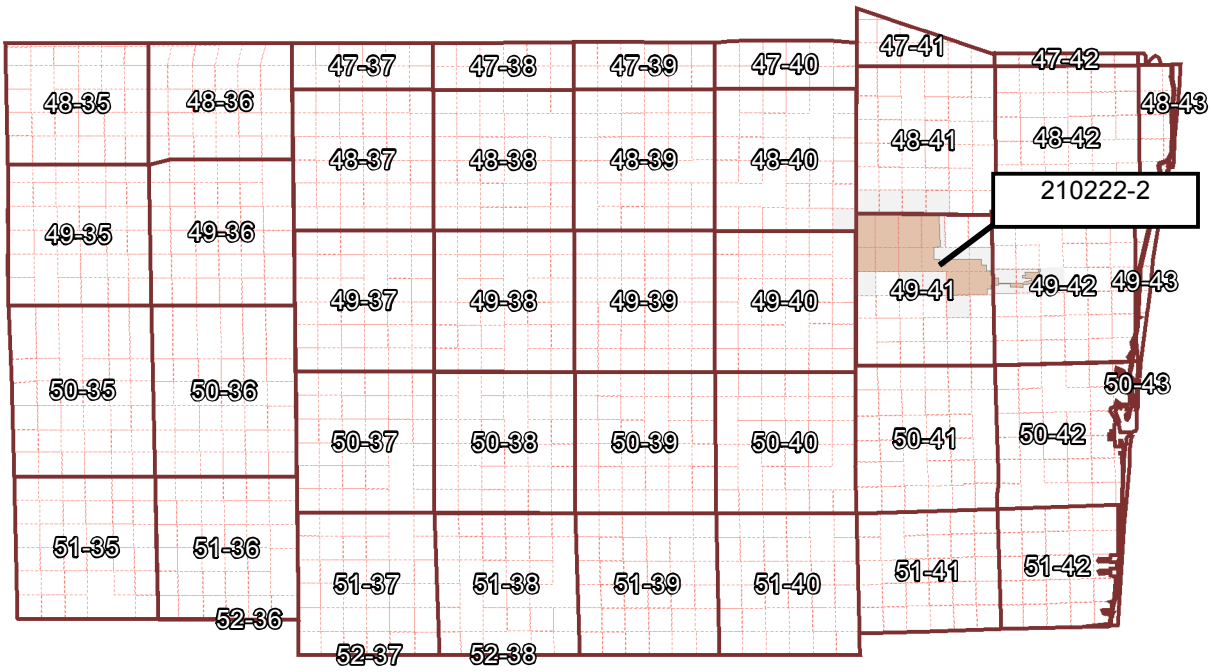
E. Harm to the natural system including damage to habitat for rare or endangered species.

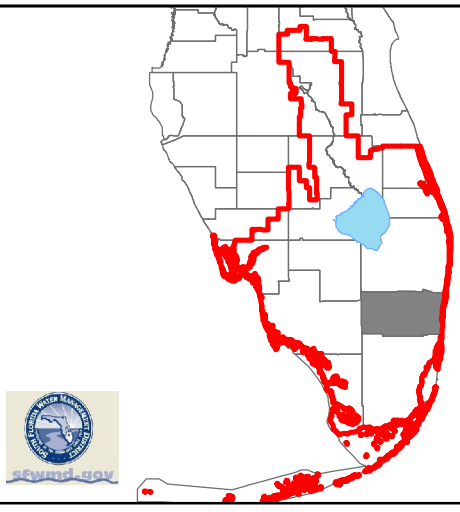
11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

    A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

    B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

    C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.





BROWARD COUNTY, FLORIDA

N

Map Date: 2022-02-07

Application No: 210222-2

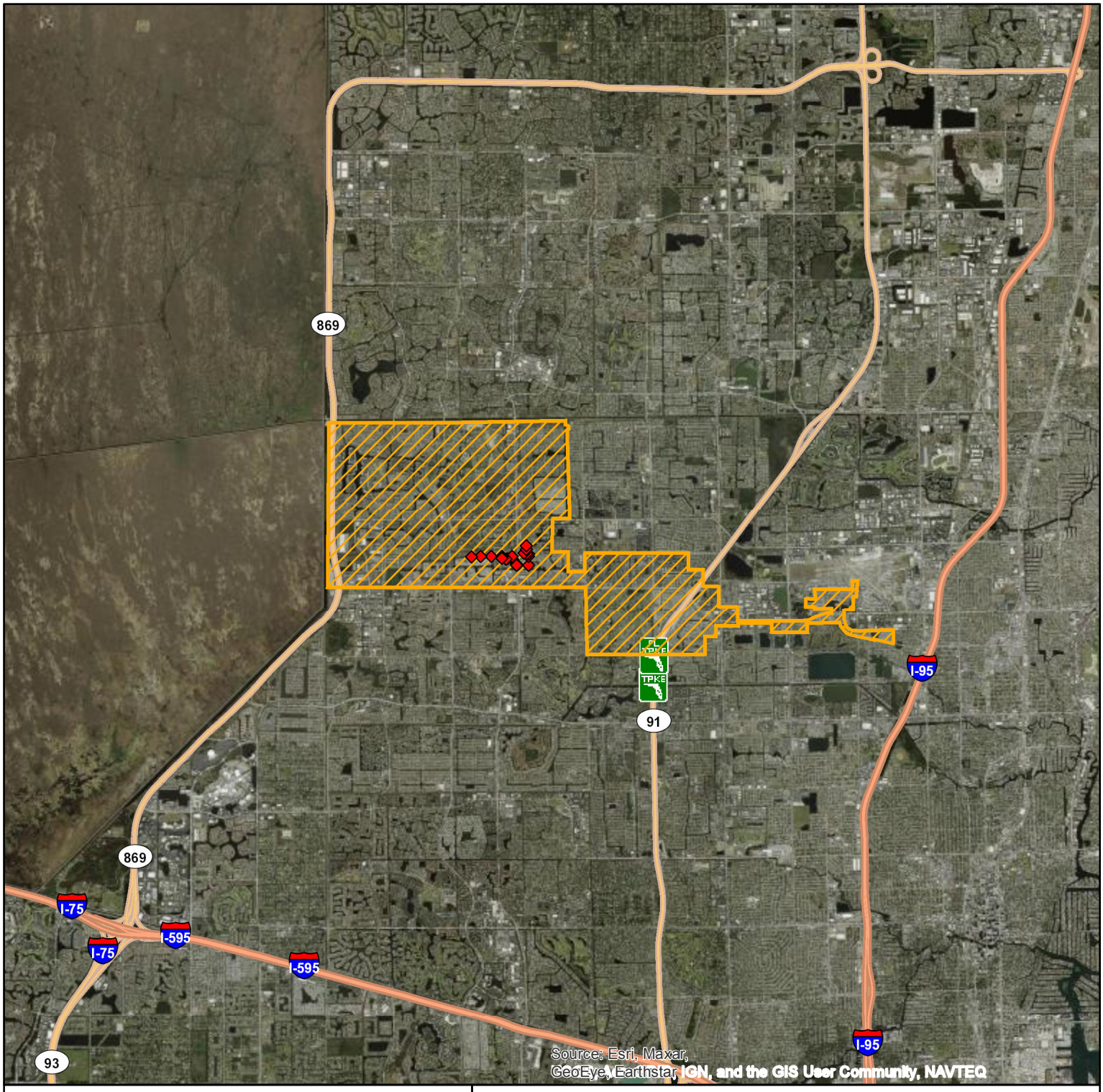
Permit No: 06-00071-W

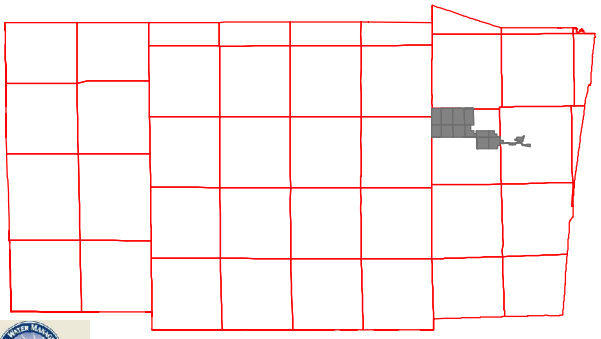
Sec 9,10 / Twp 49 / Rge 41

Project Name: CITY OF TAMARAC

0 10 20 Miles

Exhibit N





BROWARD COUNTY, FLORIDA

Well

Application

N

Map Date: 2022-02-07

Application No: 210222-2

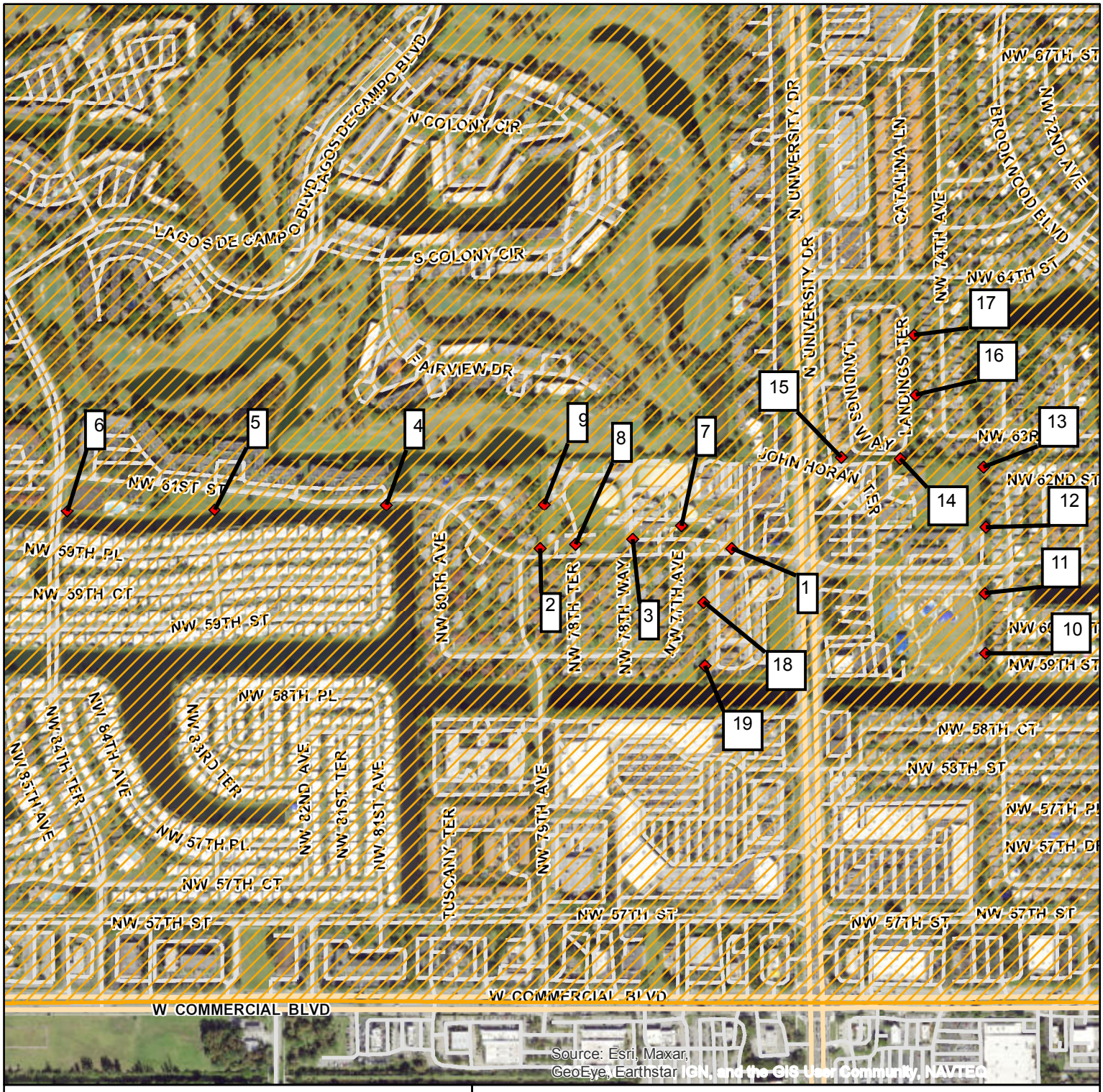
Permit No: 06-00071-W

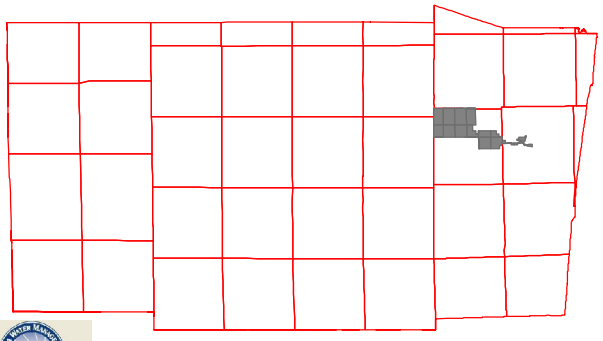
Sec 9,10 / Twp 49 / Rge 41

Project Name: CITY OF TAMARAC

0 2.5 5 Miles

Exhibit No. 2





BROWARD COUNTY, FLORIDA

Well

Application

N

Map Date: 2022-03-03

Application No: 210222-2

Permit No: 06-00071-W

Sec 9,10 / Twp 49 / Rge 41

Project Name: CITY OF TAMARAC

0 0.15 0.3 Miles

Exhibit No. 2

TABLE - A
Description Of Wells.

Application Number: 210222-2

Well ID	29559	29560	29561	29562	29563	29564
Name	1	2	3	4	5	6
Map Designator	1	2	3	4	5	6
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	12	12	12	12	12	12
Total Depth(feet)	126	112	115	110	117	109
Cased Depth(feet)	112	101	109	101	102	102
Facility Elev. (ft. NGVD)						
Screened Interval						
From	0	0	0	0	0	0
To	0	0	0	0	0	0
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	Turbine	Turbine	Turbine	Turbine	Turbine	Turbine
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)	92	60	60	60	60	60
Pump Capacity(GPM)	850	850	850	850	850	850
Year Drilled						
Planar Location						
Source	Migrate	Migrate	Migrate	Migrate	Migrate	Migrate
Feet East	901000	900063	900515	899310	898470	897750
Feet North	679037	679030	679078	679240	679210	679200
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Standby	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

TABLE - A
Description Of Wells.

Application Number: 210222-2

Well ID	29565	29566	29567	29568	29569	29570
Name	7	8	9	10	11	12
Map Designator	7	8	9	10	11	12
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	12	12	12	12	12	12
Total Depth(feet)	125	123	115	120	120	110
Cased Depth(feet)	111	105	108	102	102	100
Facility Elev. (ft. NGVD)						
Screened Interval						
From	0	0	0	0	0	0
To	0	0	0	0	0	0
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	Turbine	Turbine	Turbine	Turbine	Turbine	Turbine
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)	60	60	60	42	42	62
Pump Capacity(GPM)	850	850	850	850	850	850
Year Drilled						
Planar Location						
Source	Migrate	Migrate	Migrate	Migrate	Migrate	Migrate
Feet East	900753	900236	900082	902244	902239	902242
Feet North	679145	679052	679245	678532	678827	679146
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

TABLE - A
Description Of Wells.

Application Number: 210222-2

Well ID	29571	29572	29573	29574	29575	153122
Name	13	14	15	16	17	18
Map Designator	13	14	15	16	17	18
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	12	12	12	12	12	12
Total Depth(feet)	110	160	160	125	125	180
Cased Depth(feet)	100	105	105	105	97	105
Facility Elev. (ft. NGVD)						
Screened Interval						
From	0	0	0	0	0	
To	0	0	0	0	0	
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	Turbine	Turbine	Turbine	Turbine	Turbine	Turbine
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)	42	85	85	90	90	100
Pump Capacity(GPM)	850	850	830	830	830	850
Year Drilled						
Planar Location						
Source	Migrate	Migrate	Migrate	Migrate	Migrate	DIGITIZED
Feet East	902230	901822	901532	901896	901885	900864
Feet North	679440	679478	679483	679790	680081	678775
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Exhibit No: 4

TABLE - A

Description Of Wells.

Application Number: 210222-2

Well ID	29576
Name	19
Map Designator	19
FLUWID Number	
Well Field	
Existing/Proposed	E
Well Diameter(Inches)	12
Total Depth(feet)	180
Cased Depth(feet)	105
Facility Elev. (ft. NGVD)	
Screened Interval	
From	0
To	0
Pumped Or Flowing	P
Pump Type	Turbine
Pump Int. Elev.	
Feet (NGVD)	
Feet (BLS)	100
Pump Capacity(GPM)	850
Year Drilled	
Planar Location	
Source	DIGITIZED
Feet East	900873
Feet North	678465
Accounting Method	Flow Meter
Use Status	Primary
Water Use Type	Public Water Supply
Aquifer	Biscayne Aquifer

Public Water Supply (PWS)

Past Treated Water Use Table

	Year	Population	Unit	Residential Treated Use (mgd)		Industrial / Commercial Treated Use[1] (mgd)	Treated Landscape and Recreation Irrigation Average Day[2] (mgd)	Other Treated Metered Uses[3] (mgd)	Unaccounted Treated Uses[4] (mgd)	Large User's Agreement Treated Deliveries[5] (mgd)	Total Treated Water[6] (mgd)	Treated Per Capita (gpcd)
				Single Family	Multi- Family							
Historic	2019	62,498	U	17,035	917	928	464	N/A	N/A	0	6.40	102.4
			P	142	2,005	805	1,354	N/A	N/A			
			UxP	2.42	1.84	0.75	0.63	0.34	0.43			
	2018	62,012	U	16,943	917	894	456	N/A	N/A	0	6.39	103.0
			P	138	1978	805	1,341	N/A	N/A			
			UxP	2.34	1.81	0.72	0.61	0.31	0.59			
	2017	61,693	U	16,773	917	876	438	N/A	N/A	0	6.26	101.5
			P	139	2,072	819	1,130	N/A	N/A			
			UxP	2.33	1.90	0.72	0.49	0.35	0.47			
	2016	61,297	U	16,612	917	874	497	N/A	N/A	0	6.04	98.6
			P	141	2,071	798	993	N/A	N/A			
			UxP	2.33	1.90	0.70	0.49	0.27	0.35			
	2015	60,474	U	16,378	917	888	358	N/A	N/A	0	5.79	95.8
			P	142	1,999	796	985	N/A	N/A			
			UxP	2.32	1.83	0.71	0.35	0.25	0.33			

U = Number of units P = Per-unit water demand UxP = Total water demand

[1] Bulk industrial and commercial use including businesses, manufacturing facilities, and institutions such as schools and hospitals, including irrigation uses associated with these facilities whose irrigation source is provided by the utility.
[2] Use for irrigation of common areas such as parks, athletic fields, cemeteries, medians, and rights-of-way.
[3] Examples of "Other" could include supplementation of a reclaimed water system, or other uses not listed above.
[4] Water losses due to leaks, unmetered use, firefighting, etc.
[5] Water delivered to others through interconnections.
[6] The annual average day treated water demand; should represent the sum of the columns to the left.

Please explain the type of unit as defined in your service area / billing system: **The type of unit defined in the billing system is single family, multifamily, commercial and other.**

Please describe the treatment method by plant, percent of product (usable water), the percent of reject (unusable) water, and the manner in which reject water will be disposed. **See attached.**

Form: REG_WUC_0001 (04/2014)

City of Tamarac
10 YEAR SYSTEM EFFICIENCY LOSSES

YEAR	% Water Loss Between WTP & Wells	% Water Production Losses	% Distribution Losses	Cumulative
2009	-0.81%	7.64%	4.14%	10.97%
2010	-4.22%	8.33%	5.39%	9.49%
2011	-8.48%	3.36%	6.73%	1.61%
2012	-4.03%	2.50%	1.25%	-0.27%
2013	0.01%	2.89%	9.55%	12.45%
2014	-6.10%	1.39%	8.31%	3.60%
2015	-3.45%	4.84%	3.62%	5.01%
2016	-3.84%	2.97%	6.37%	5.49%
2017	-4.87%	1.70%	8.10%	4.93%
2018	-3.84%	-2.08%	11.52%	5.60%
2019	-1.23%	1.12%	9.95%	9.84%
Average	-3.72%	3.15%	6.81%	6.25%

Public Water Supply (PWS)

Projected Treated Water Use Table

	Year	Population	Unit	Residential Treated Use (mgd)		Industrial / Commercial Treated Use[1] (mgd)	Treated Landscape and Recreation Irrigation Average Day[2] (mgd)	Other Treated Metered Uses[3] (mgd)	Unaccounted Treated Uses[4] (mgd)	Large User's Agreement Treated Deliveries[5] (mgd)	Total Treated Water[6] (mgd)	Treated Per Capita (gpcd)
				Single Family	Multi- Family							
Projected	2025*	68,477	U	17,496	959	959	507	N/A	N/A	0	6.87	100.3
			P	142	2,025	841	1370	N/A	N/A			
			UxP	2.48	1.94	0.81	0.69	0.34	0.60			
	2030	72,108	U	18,424	1,010	1,010	505	N/A	N/A	0	7.23	100.2
			P	142	2,025	841	1442	N/A	N/A			
			UxP	2.62	2.04	0.85	0.73	0.35	0.64			
	2035	75,900	U	19,355	1,063	1,063	546	N/A	N/A	0	7.61	100.3
			P	142	2,025	841	1518	N/A	N/A			
			UxP	2.75	2.15	0.89	0.83	0.38	0.61			
	2040	79,932	U	20,423	1,119	1,119	552	N/A	N/A	0	8.01	100.2
			P	142	2,025	841	1599	N/A	N/A			
			UxP	2.90	2.27	0.94	0.88	0.39	0.62			
	2041	80,701	U	20,619	1130	1130	565	N/A	N/A	0	8.09	100.2
			P	142	2,025	841	1,614	N/A	N/A			
			UxP	2.93	2.29	0.95	0.91	0.39	0.62			

U = Number of units P = Per-unit water demand UxP = Total water demand

[1] Bulk industrial and commercial use including businesses, manufacturing facilities, and institutions such as schools and hospitals, including irrigation uses associated with these facilities whose irrigation source is provided by the utility.
[2] Use for irrigation of common areas such as parks, athletic fields, cemeteries, medians, and rights-of-way.
[3] Examples of "Other" could include supplementation of a reclaimed water system, or other uses not listed above.
[4] Water losses due to leaks, unmetered use, firefighting, etc.
[5] Water delivered to others through interconnections.
[6] The annual average day treated water demand; should represent the sum of the columns to the left.

Please explain the type of unit as defined in your service area / billing system:_____

_____

Please describe the treatment method by plant, percent of product (usable water), the percent of reject (unusable) water, and the manner in which reject water will be disposed._____

_____

Public Water Supply (PWS)

Raw Water Use Table

	Year	Population	Total Treated Water Use (from above in mgd)	Treatment Losses[1] (mgd)	Large User's Agreement Raw Delivered[2] (mgd)	Large User's Agreement Raw Received[3] (mgd)	Total Raw Water Use[4] (mgd)	Raw Per Capita Use (gpcd)	Maximum Monthly Use (mgd)	Ratio Max : Average[5]
Historic	2015	60,474	5.79	0.28	0	0	6.07	100	6.97	1.15
	2016	61,297	6.04	0.29	0	0	6.34	103	7.09	1.12
	2017	61,693	6.26	0.30	0	0	6.57	106	6.87	1.05
	2018	62,012	6.39	0.31	0	0	6.70	108	7.63	1.14
	2019	62,498	6.40	0.31	0	0	6.71	107	7.23	1.08
Projected	2025	68,477	6.86	0.30	0	0	7.19	105	7.84	1.09
	2030	72,108	7.22	0.30	0	0	7.57	105	8.25	1.09
	2035	75,900	7.60	0.30	0	0	7.97	105	8.69	1.09
	2040	79,932	8.01	0.30	0	0	8.39	105	9.15	1.09
	2041	80,701	8.08	0.30	0	0	8.47	105	9.23	1.09

[1] System losses for water that must undergo a treatment process, reject water from treatment systems such as reverse osmosis returned to head of plant.

[2] Water delivered from others through interconnections.

[3] Water received from others through interconnections.

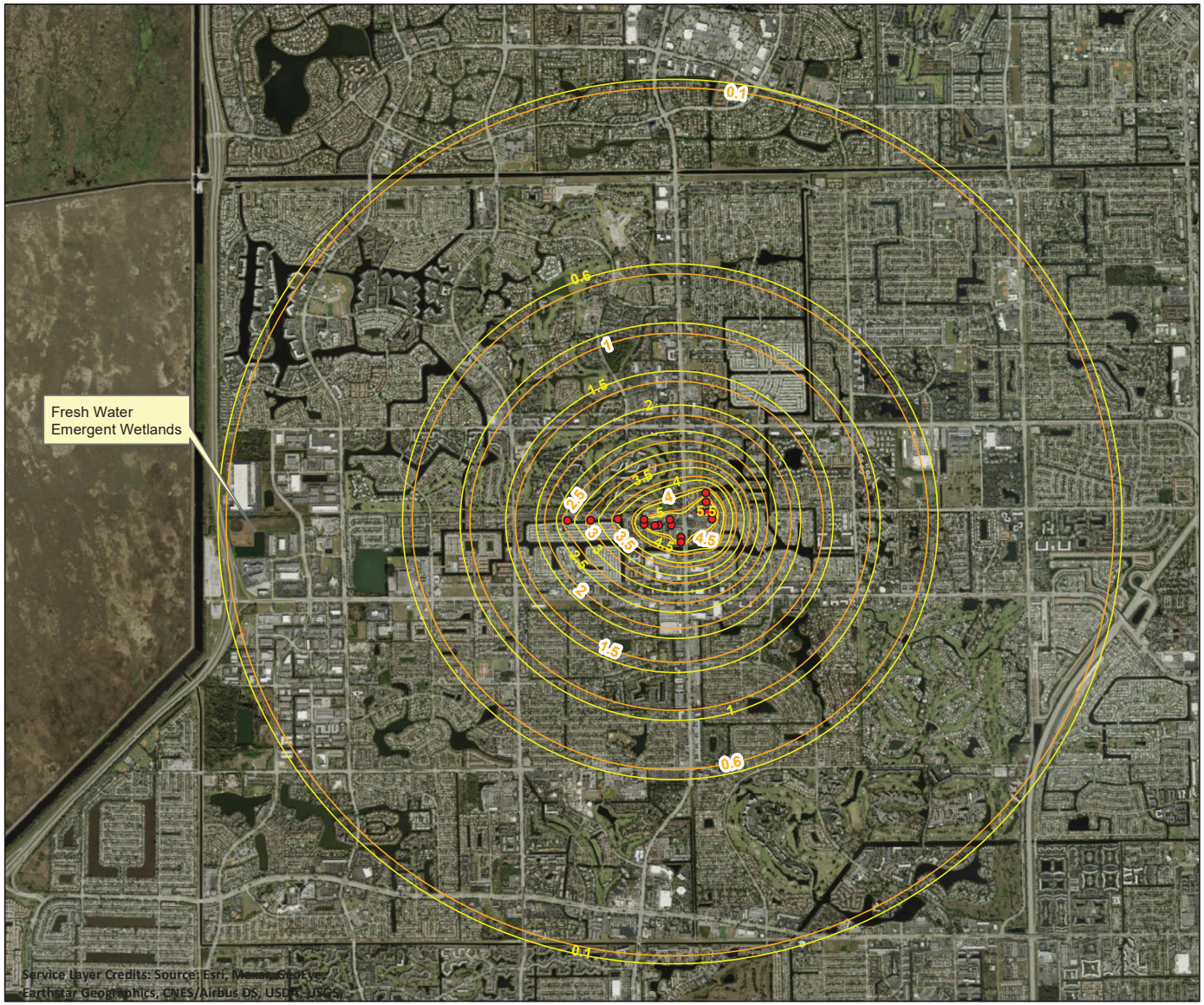
[4] The annual average day raw water demand; should represent the sum of the columns to the left except for raw received, which should be subtracted.

5 The maximum monthly to average monthly peaking ratio, as calculated pursuant to Section 2.3.2.2.F.4 of the Applicant's Handbook.

1. Attach a description of the methodology used to develop projections for each column in the Projected Water Demands table above. Include supporting calculations and describe any deviations from District-approved methods as described in the Applicant's Handbook.

   Projections derived from the Water Supply Facilities Work Plan 2019 Update. These projections were furthermore derived from a combination of the Broward County Comprehensive Plan (Updated April 2020) and the US Census Bureau (as of 2018).

2. Attach additional information supporting raw per capita daily water use greater than 200 gallons per capita per day.
3. For those utilities which provide water to other entities through large user's agreements or other similar contracts, the quantity of water delivered to each end user (both average and peak day) and the duration of the water service delivery shall be identified. For those utilities which purchase supplemental water from another utility, the volume of water historically purchased (or contracted to be purchased for proposed uses) for both an average and maximum daily basis and the duration of the contract shall be provided.



Legend

City of Tamarac Existing Well Locations

Model-Predicted Drawdown in BA from Currently Approved Rate of 8.47 MGD

Model-Predicted Drawdown in BA from Requested Allocation of 9.24 MGD

0 0.5 1 Miles

FIGURE TITLE:

CITY OF TAMARAC
PERMITTED AND PROPOSED
ALLOCATION DRAWDOWN CONTOURS

DATE: 12/13/2021	JLA Geosciences, Inc.
DRAWN BY: ADS	FIGURE NO.: 1
PROJECT NO.:	

	Base Condition Allocation	Currently Permitted Allocation	2041 Requested Allocation
Annual Average Pumpage (MGD)	6.89	7.58	8.47
Internal Canals Set to Rivers			
Seepage from Internal Canals	5.30	5.72	6.48
Regional Canal Seepage (C-13, C-14, L-36)	0.02	0.00	0.00
Total Regional Canal Seepage	5.32	5.72	6.48
Internal Canals Set to Drains			
Seepage from Internal Canals	3.05	3.35	3.71
Regional Canal Seepage (C-13, C-14, L-36)	0.41	0.48	0.59
Total Regional Canal Seepage	0.41	0.48	0.59

Table 1 – Water Budget Analysis

As shown on Table 1, the Base Condition simulation derives 77% of its recharge from the regional canal system. In comparison, the Requested Allocation simulation derives 7% of its recharge from the regional system. Therefore, the proposed increase in allocation results in significantly less seepage from the regional canal system compared to the Base Condition allocation, with modeled boundary conditions reflecting conditions at the time of the respective withdrawals.

Figure 1 shows a comparison of drawdown. The requested increase in allocation does not intersect the regional canal system and represents a minimal increase in drawdown compared to the base condition and the currently permitted allocation.

CONCLUSIONS

The impact evaluation performed, using the Modified Broward County MODLOW model, demonstrates that the requested allocation of 8.47 MGD will not cause a net increase in the volume or cause a change in timing on a monthly basis of surface water and groundwater withdrawn from the Lower East Coast Everglades Waterbodies or the North Palm Beach County/Loxahatchee River Watershed Waterbodies over that resulting from the base condition water use.

CITY OF TAMARAC

WATER CONSERVATION PROGRAM

The South Florida Water Management District (SFWMD) requires certain consumptive use permit applicants to submit a water conservation plan as condition of obtaining their permit.

The City of Tamarac's water conservation plan is outlined in the attached manual under the guidelines of the South Florida Water Management District.

Consumptive Use Permit Number: 06-00071-W

INDEX

	Preface
Section I	Water Conservation Public Education Program
Section II	Outdoor Water Conservation Program
Section III	Water Conservation Rate Structure
Section IV	Water Loss Reduction Program
Section V	Indoor Water Conservation Program
Section VI	Public Utility Efficiency Improvement Practices
Section VII	Effectiveness of Current Practices
Section VIII	Historical Conservation Efforts Still Active
Section IX	Final Required Action per Standard WC Plan Statement

CITY OF TAMARAC
BROWARD COUNTY, FLORIDA

WATER CONSERVATION PROGRAM

Preface

For Utility purposes only, the City of Tamarac is divided into two (2) separate and distinct water and sanitary districts.

a. Tamarac Utilities East (PWS4061593) is the oldest section of the City that lies east of US 441. Both water and sanitary services for this area are provided by the City of Fort Lauderdale through Large User Agreements with the City of Tamarac. This Utility System services approximately two thousand (2,000) customers, which are predominantly residential.

b. Tamarac Utilities West (PWS4061429) provides water and sanitary services to all of the City of Tamarac west of US 441 except for the Sabal Palm community and Lakes of Carriage Hills, both being served by Broward County

    i. The City operates and maintains water wells, water treatment facilities and water mains to provide service to TUW Service Area.

    ii. The utility systems serve roughly 20,000 connections.

The City of Tamarac is committed to adopting methods and technologies which encourages and promotes effective water conservation and offers the proceeding actions and future programs.

I. Public Education Program

The following actions are already being implemented and will continue throughout the duration of the permit:

1. Messages regarding water conservation are routinely distributed to the customers. This is done on all monthly water bills, posted permanently on the City's website, and included in the City's quarterly Tam-a-gram publication.

2. When mandated by the South Florida Water Management District to reduce overall water withdrawal for drought conditions, the City uses the Tam-a-Gram, direct mail, banners, social media, and bill inserts to notify customers to reduce consumption.

3. When speakers from the Public Services Department address groups, water conservation is discussed.

4. Restaurants are informed that water should only be served to patrons if it is requested and provided with signs for posting.

II. Outdoor Water Conservation Program

1. Landscaping design for all new major developments in the City of Tamarac is required by code and reviewed and approved by the Planning Commission before implementation.

2. Section 11 of the City of Tamarac code sets the requirements of Xeriscape for City development.

3. The City will replace the term "Xeriscape" with "Florida Friendly" in current codes and on all future related codes.

4. The City does have water rates for irrigation purposes only.

5. The City encourages developers and residents to follow irrigation management techniques including the following:

    a. Water should be applied so that it soaks into the soil slowly.

    b. Application rate of ¼ inch per cycle ¾ inches per hour.

    c. Avoid runoff by discontinuing the application when it occurs.

d. Watering in stages will allow water to soak between applications, thus improving the efficiency of water use.

e. Electric controllers should be set to water between 4:00 p.m. and 10:00 a.m. Nighttime and early morning irrigation will reduce evaporation losses and reduce the peak daytime demands on the water system. During times of a declared drought emergency, irrigation should be limited to the days and times set by the South Florida Water Management District.

6. The City reviewed and adopted Irrigation Model Ordinance in accordance with Chapter 40E-24 FAC in 2020. The ordinance also included the Water Shortage model.

7. The City of Tamarac participates in Broward County's Mobile Irrigation Laboratory program and offers irrigation system reviews to several accounts each year.

III. Water Conservation Rate Structure

1. The water rate schedule utilizes the following items to encourage conservation:

   a. The rate structure is based on a three-block or tiered basis.

      i. First Rate Block: 0 – 6,000 gallons of metered usage.

      ii. Second Rate Block: 6,000 – 15,000 gallons of metered usage.

      iii. Third Rate Block: Excess of 15,000 gallons per month.

   b. The rate structure calls for a fixed monthly charge per unit, for service availability. This charge varies with the user classification and meter size.

   c. Both the water and wastewater rate structures utilize three (3) basic charges for service.

      i. Rate per 1000 gallons used.
      ii. Service availability charge.

iii. Debt service charge (as applicable.)

Water is charged per 1000 gallons (as of October 1, 2011)

Single Family Residential - Water	$
0 - 3,000 gallons	1.77
3,001 – 6,000 gallons	2.36
6,001 – 12,000 gallons	3.56
12,001 plus gallons	6.23
Multi Family Residential - Water	$
0 – 2,000 gallons	1.77
2,000 1 – 5,000 gallons	2.36
5,001 – 10,000 gallons	3.56
10,000 plus gallons	6.23

Commercial Water Commodity Charge		
	First Consumption Block	Second Consumption Block
Meter Size(in)	$2.36	$3.56
5/8	0 – 6,000	6,001 plus gallons
1	0 – 15,000	15,001 plus gallons
1.5	0 -30,000	30,001 plus gallons
2	0 – 48,000	48,001 plus gallons
3	0 – 96,000	96,001 plus gallons
4	0 – 150,000	150,001 plus gallons
6	0 – 300,000	300,001 plus gallons
8	0 – 480,000	480, 001 plus gallons

Irrigation Water Commodity Charge		
	First Consumption Block	Second Consumption Block
Meter Size(in)	$3.56	$6.23
5/8	0 – 6,000	6,001 plus gallons
1	0 – 15,000	15,001 plus gallons
1.5	0 -30,000	30,001 plus gallons
2	0 – 48,000	48,001 plus gallons
3	0 – 96,000	96,001 plus gallons
4	0 – 150,000	150,001 plus gallons
6	0 – 300,000	300,001 plus gallons
8	0 – 480,000	480, 001 plus gallons

2. Water rates increased each October 1 by a percentage equal to the cost of living.

IV. Water Loss Program

A. Leak Detection Program

1. The City follows the recommendations of AWWA's M36 (Water Audits and Loss Control Programs) Manual (2016 edition) and are continually conducting water audits to estimate the City's water loss on a yearly basis.
2. The City of Tamarac presently keeps monthly records of:
   a. finished water to distribution system
   b. finished water billed by the City
   c. finished water used and accounted for by the City

3. From the above data, the Utility calculates the percent of water lost in the distribution system. This percentage loss includes water line breaks, unmetered emergency water to adjacent communities, unauthorized construction water use, flushing fire hydrants and actual firefighting use. Our annual records show the following losses:

Fiscal Year	Average Annual Percent Loss
2015	3.62
2016	6.37
2017	8.10
2018	11.52
2019	9.95
2020	9.61

4. The City of Tamarac operates a fully functional leak detection program that has resulted in significant savings in both water resource and customer money. The City's leak detection program consists of City personnel actively searching for leaks with the City owned acoustic leak detection equipment. The City also employs leak detection companies to assist with searching larger areas of the city for leaks.
5. The City will be implementing a citywide AMI metering system with acoustic leak detection (ALD) capabilities starting in 2022. The City completed a mini-pilot project for the ALD meters in mid-2021 and received favorable results including finding two (2) sizeable leaks (approx. 850,000 gallons per month) within a small community. The City have already purchased some ALD meters and are starting to replace older meters with this new technology. With the implementation of the ALD meters, the City's water loss will be significantly reduced.

B. System Pressure Control Program

1. During water shortage emergencies, water system pressures are temporarily reduced as an effective water conservation measure.

2. The City follows the AWWA's 2017 edition of the M52 (Water Conservation Programs) Manual's recommendations to carefully evaluate system pressure reduction as it relates to maintaining firefighting capabilities and the fact that many older established local community-type irrigation systems may have been designed for higher water system pressure.

3. There is a three (3) point pressure monitoring system in our pipeline network. This pressure monitoring system, as a minimum, provides early warning for major water line breaks and further isolates the general area of the break in our overall network.

4. Operating a water system at relatively high water pressures creates pipe joint strain, excessive system water hammer and broken water lines. The City monitors system water pressures with the use of SCADA to ensure water pressures are maintained at acceptable levels.

V. Indoor Water Conservation Program

1. The City has started to implement the replacement of older, less efficient water using WaterSence, Energy Star or similar type appliances in all existing City owned properties. This is currently being done on a The City will also implement said appliances in any new property.

2. The City has been involved in a rebate/voucher program, designed to incentivize the replacement of older, less efficient water toilets in existing properties with WaterSense labeled models. The city's program includes multi-family buildings in their program.

3. Residential Retrofit of Plumbing Fixtures

    a. The City of Tamarac has not enacted any retrofitting requirements of old or existing plumbing fixtures.

    b. The Florida Statutes Chapter FS553 provides Energy Conservation Standards which mandates for water efficiency fixtures on all new construction. These

standards are incorporated into the City's Building Department requirements.

c. The City applied for funding from SFWMD in 2020 but were denied. However, the City decided to continue with the program and currently provides low flow showerheads, faucet aerators and rebates for low flow toilets.

VI. Public Utility Efficiency Improvement Practices

1. The City is actively researching AMR/AMI Technology and currently has a pilot project for AMI/ALD which incorporates acoustic leak detection within the AMI meters. This program, when fully adopted will be phased over a five-year period.
2. The City has updated its billing and accounting systems to incorporate improved software.
3. The City has installed automatic line flushing devices at multiple locations and is actively analyzing the distribution system to deploy additional devises as required.
4. The City incorporates looped line system design in all new City water main projects and ensures that all privately developed projects do the same.
5. A Filter Backwash Recovery Basin was installed at the City's Water Treatment Plant in 2011 to conserve the plant's water usage.

VII. Effectiveness of Current Practices

1. The table below shows that the Average daily production for the TUW distribution system has reduced over several years since 2012 and has only marginally increased in 2017 and 2018 due to population growth and additional demands caused by various commercial and residential developments in the City during those years. It is therefore the City's opinion that the current practices, as listed above, are effective.

YEAR	DAILY AVG (MGD)	TOTAL ANNUAL (MG)
2012	5.834	2122.70
2013	5.703	2081.63
2014	5.682	2073.96
2015	5.626	2053.57
2016	5.859	2138.78
2017	6.005	2191.83
2018	6.154	2246.07
2019	6.124	2235.25
2020	6.116	2232.42

2. The City of Tamarac has stringent watermain specifications and all new pipelines and appurtenances are rigorously inspected and pressure tested before acceptance. This practice has resulted in the high quality of pipe installation and a longer water main service life. As this practice is continued, it is anticipated that water main breaks will reduce for the future and further reduce overall system water losses.

3. The City's water loss has reduced consistently since 2018 and remains below the SFWMD's and/or AWWA's mandated 10% threshold. However, the City is committed to reduce water loss in its distribution and process systems even lower and is constantly seeking new technologies and strategies to achieve that goal.

4. The City's average daily per capita use of 98 gpcd is much lower than neighboring cities according to the SFWMD's 2018 LEC Water Supply Plan and attests that the applied Conservation Plan practices are effective.

VIII. Other Implemented Plans Still Active

1. The City of Tamarac purchased the water utility in October of 1979. The present Director of Public Services Utilities, Jack Strain, has been with the city since August 2003. Mr. Strain, together with the City Commission, is responsible for implementing all current water conservation practices.

2. Telemetry (SCADA) system installed in 1986 provides water system pressure readings at our two remote tank sites plus our Treatment Plant site.

3. The City has an outside consulting firm to review rate schedules. An annual CPI increase is included within the rate schedule.

4. A Water Conservation Specialist position was added in January 2006. This staff member serves as a contact point for all conservation programs including, but not limited to, education, enforcement, and rebate programs.

IX. Final Required Action per Standard WC Plan Statement

The City of Tamarac currently has an average daily per capita use of 98 gpcd which is significantly lower than neighboring cities according to the SFWMD's 2018 LEC Water Supply Plan. This is verification that Tamarac's current water conservation practices are effective. Furthermore, the City's percent water loss estimate has been gradually reducing since 2018 due to the efforts listed under Section IV, above. The continued efforts by the City involving water conservation will serve to maintain a low per capita usage rate throughout the life of the permit.

Requirement by Permit Condition Report

App No: 210222-2
Permit No: 06-00071-W
Project Name: CITY OF TAMARAC

Permit Condition No: 10 **Permit Condition Code:** WUSTD021-2

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - 1	Calibration report for WELL 1	Every Five Years	Every Five Years	30-APR-2022
WELL - 2	Calibration report for WELL 2	Every Five Years	Every Five Years	30-JUN-2022
WELL - 3	Calibration report for WELL 3	Every Five Years	Every Five Years	30-JUN-2022
WELL - 4	Calibration report for WELL 4	Every Five Years	Every Five Years	30-JUN-2022
WELL - 5	Calibration report for WELL 5	Every Five Years	Every Five Years	30-JUN-2022
WELL - 6	Calibration report for WELL 6	Every Five Years	Every Five Years	30-JUN-2022
WELL - 7	Calibration report for WELL 7	Every Five Years	Every Five Years	30-JUN-2022
WELL - 8	Calibration report for WELL 8	Every Five Years	Every Five Years	30-APR-2022
WELL - 9	Calibration report for WELL 9	Every Five Years	Every Five Years	30-JUN-2022
WELL - 10	Calibration report for WELL 10	Every Five Years	Every Five Years	30-JUN-2022
WELL - 11	Calibration report for WELL 11	Every Five Years	Every Five Years	30-JUN-2022
WELL - 12	Calibration report for WELL 12	Every Five Years	Every Five Years	30-JUN-2022
WELL - 13	Calibration report for WELL 13	Every Five Years	Every Five Years	30-JUN-2022
WELL - 14	Calibration report for WELL 14	Every Five Years	Every Five Years	30-JUN-2022
WELL - 15	Calibration report for WELL 15	Every Five Years	Every Five Years	30-JUN-2022
WELL - 16	Calibration report for WELL 16	Every Five Years	Every Five Years	30-JUN-2022
WELL - 17	Calibration report for WELL 17	Every Five Years	Every Five Years	30-APR-2022
WELL - 18	Calibration report for WELL 18	Every Five Years	Every Five Years	30-JUN-2022
WELL - 19	Calibration report for WELL 19	Every Five Years	Every Five Years	30-APR-2022

Permit Condition No: 12 **Permit Condition Code:** WUSTD022-2

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - 1	Monthly withdrawal for WELL 1	Monthly	Quarterly	31-JUL-2022
WELL - 2	Monthly withdrawal for WELL 2	Monthly	Quarterly	31-JUL-2022
WELL - 3	Monthly withdrawal for WELL 3	Monthly	Quarterly	31-JUL-2022
WELL - 4	Monthly withdrawal for WELL 4	Monthly	Quarterly	31-JUL-2022
WELL - 5	Monthly withdrawal for WELL 5	Monthly	Quarterly	31-JUL-2022
WELL - 6	Monthly withdrawal for WELL 6	Monthly	Quarterly	31-JUL-2022
WELL - 7	Monthly withdrawal for WELL 7	Monthly	Quarterly	31-JUL-2022
WELL - 8	Monthly withdrawal for WELL 8	Monthly	Quarterly	31-JUL-2022
WELL - 9	Monthly withdrawal for WELL 9	Monthly	Quarterly	31-JUL-2022
WELL - 10	Monthly withdrawal for WELL 10	Monthly	Quarterly	31-JUL-2022
WELL - 11	Monthly withdrawal for WELL 11	Monthly	Quarterly	31-JUL-2022
WELL - 12	Monthly withdrawal for WELL 12	Monthly	Quarterly	31-JUL-2022
WELL - 13	Monthly withdrawal for WELL 13	Monthly	Quarterly	31-JUL-2022
WELL - 14	Monthly withdrawal for WELL 14	Monthly	Quarterly	31-JUL-2022
WELL - 15	Monthly withdrawal for WELL 15	Monthly	Quarterly	31-JUL-2022
WELL - 16	Monthly withdrawal for WELL 16	Monthly	Quarterly	31-JUL-2022
WELL - 17	Monthly withdrawal for WELL 17	Monthly	Quarterly	31-JUL-2022
WELL - 18	Monthly withdrawal for WELL 18	Monthly	Quarterly	31-JUL-2022

Exhibit No: 9

Requirement by Permit Condition Report

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - 19	Monthly withdrawal for WELL 19	Monthly	Quarterly	31-JUL-2022

Permit Condition No: 19 **Permit Condition Code:** WUPWS003-1

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
PERMIT	Unaccounted for Distribution Losses for PERMIT	Yearly	Yearly	30-APR-2022

Permit Condition No: 22 **Permit Condition Code:** WUCOMP010-1

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
PERMIT	Ten-Year Compliance Report for PERMIT	Every Ten Years	Every Ten Years	31-MAR-2032

Exhibit No: 9

STAFF REPORT DISTRIBUTION LIST

CITY OF TAMARAC

Application No: 210222-2

Permit No: 06-00071-W

INTERNAL DISTRIBUTION

X Sean Robertson

EXTERNAL DISTRIBUTION

X Permittee - City of Tamarac
X Engr Consultant - Eckler Engineering, Inc.

GOVERNMENT AGENCIES

X Broward County - Director, Water Mgmt Div
X Dept of Environmental Protection - West Palm Beach
X Engineer, City of Tamarac
X FDEP Div of Recreation and Park - District 5

OTHER INTERESTED PARTIES

X Natural Resources Defense Council

Exhibit No: 10

APPENDIX B

Broward County District 1 Water Use Permit # 06-00146-W

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE INDIVIDUAL PERMIT

APPLICATION NO: 200706-5 **PERMIT NUMBER:** 06-00146-W

DATE ISSUED: September 15, 2020 **EXPIRATION DATE:** December 27, 2065

PERMITTEE: BROWARD COUNTY WATER AND
WASTEWATER SERVICES
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PROJECT NAME: BROWARD COUNTY DISTRICT 1

PROJECT LOCATION: Broward County, S3, 4, 7, 9-11, 14, 15, 18-20, 29-31/T49S/R42E
S13, 24/T50S/R41E

PROJECT DESCRIPTION/AUTHORIZING:

The use of groundwater from the Biscayne aquifer and the Upper Floridan aquifer to supply raw water for public water supply use with an annual allocation of 3,989.45 million gallons.

This is to notify you of South Florida Water Management District's (District) agency action concerning Permit Application Number 200706-5, received July 6, 2020. This action is taken pursuant to Chapter 373, Part II, Florida Statutes (F.S.), Rule 40E-1.603 and Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a Water Use Individual Permit is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57, F.S. and Section 120.569, F.S., or a request for a judicial review pursuant to Section 120.68, F.S.
2. The attached 46 permit conditions.
3. The attached 12 exhibits.

By acceptance and utilization of the water authorized under this permit, the Permittee agrees to hold and save the District and its successors harmless from any and all damages, claims or liabilities that may arise by reason of the construction, maintenance or use of activities authorized by this permit. Should you object to the permit, please refer to the attached "Notice of Rights" that addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition or request, please provide written objections, petitions, requests and/or waivers to: Office of the District Clerk, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, or by email to clerk@sfwmd.gov.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 15th day of September, 2020, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: Lisandra Jones
LISANDRA JONES
DEPUTY CLERK, SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:
   BROWARD COUNTY WATER AND WASTEWATER SERVICES
   2555 WEST COPANS ROAD
   POMPANO BEACH, FL 33069

2. This permit shall expire on December 27, 2065.

   The base condition allocation from the Biscayne aquifer shall expire on September 15, 2040.

   The allocation for the Upper Floridan aquifer shall expire on September 15, 2040.

3. Use classification is:

   Public Water Supply

4. Source classification is:

   Groundwater from:
   Biscayne Aquifer
   Upper Floridan Aquifer

5. Allocation:

   Total annual allocation is 3,989.45 million gallons (MG). (10.93 MGD).

   Total maximum monthly allocation is 362.38 MG.

   Until the Project has received offset water to prevent a net increase in the volume or cause a change in timing on a monthly basis of surface and groundwater withdrawn from the Lower East Coast Everglades Waterbodies, the total allocation from the Biscayne aquifer shall be limited to the base condition allocation of:

   3,664 MG annually (10.04 MGD)

   333 MG maximum month.

   When the required volume of offset water has been delivered to the Project, the following limits from the Biscayne aquifer shall apply:

   3,989.45 MG annually (10.93 MGD)

   362.38 MG maximum month.

   From September 15, 2020 through September 15, 2040, withdrawals from the Upper Floridan

aquifer shall be limited to:

1,043.90 MG annually (2.86 MGD)

94.76 MG maximum month

Between September 15, 2040 and December 27, 2065 without renewal of the base condition allocation, withdrawals from the Biscayne aquifer that are offset from the C-51 Reservoir, Phase 1 Project shall be limited to:

Annual allocation shall not exceed 365 MG (1 MGD).

Maximum monthly allocation shall not exceed 33.15 MG.

These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

1. All other conditions of the permit are met; and
2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

Groundwater - Proposed:

2 - 18" X 1250' X 1400 GPM Wells Cased To 1000 Feet

Groundwater - Existing:

1 - 20" X 94' X 2100 GPM Well Cased To 84 Feet
1 - 12" X 100' X 1150 GPM Well Cased To 89 Feet
2 - 20" X 100' X 2100 GPM Wells Cased To 75 Feet
1 - 12" X 100' X 1150 GPM Well Cased To 70 Feet
1 - 17.4" X 1250' X 700 GPM Well Cased To 1150 Feet
1 - 12" X 145' X 2700 GPM Well Cased To 80 Feet
1 - 12" X 147' X 2700 GPM Well Cased To 80 Feet

1 - 17.4" X 1250' X 700 GPM Well Cased To 1035 Feet
1 - 12" X 100' X 1100 GPM Well Cased To 72 Feet
1 - 12" X 100' X 1200 GPM Well Cased To 76 Feet

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.

9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.

10. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.

11. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.

12. Monthly withdrawals for each withdrawal facility shall be reported to the District quarterly. The water accounting method and means of calibration shall be stated on each report.

13. The Permittee shall notify the District within 30 days of any change in service area boundary that results in a change in demand that affects its permitted allocation. The allocation shall be modified to effectuate such change.

14. The Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

15. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.

16. The Standard Water Conservation Plan described in Subsection 2.3.2.F.1.a of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and in the application file (Application #200706-5) must continue being implemented.

17. The Permittee shall notify the District within 30 days of entering into an inter-local agreement, contract, or other similar instrument to deliver or receive water outside of its service area or to serve a demand not identified to determine the allocation described in this permit. A copy of such agreement shall be provided to the District. The monthly volume of water delivered and/or received via each inter-local agreement, contract, or other similar instrument shall be submitted to the District at the same reporting frequency as the withdrawals for each withdrawal facility required in this permit.

18. The Permittee shall implement the wellfield operating plan submitted in support of the permit application, as described in the District staff report.

19. The Permittee shall determine unaccounted-for distribution system losses (for the entire distribution system) on a monthly basis, including the way these losses are calculated. Reports shall be submitted to the District on a yearly basis and are due by April 30th of each year.

    If unaccounted for loss is greater than 10 percent for any given year, the Permittee shall submit to the District for approval, a formal leak detection program that meets the requirements of Subsection 4.1.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, to address the reduction of such water loss.

20. The Permittee shall maintain an accurate flow meter at the point of discharge from the treatment plant for the purpose of measuring the daily flow of water.

21. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) or Surface Water (Pump or Culvert) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) at least 30 days prior to a change in any facility status (e.g. installation, relocation, abandonment) to include all specifications of the well, pump or culvert (e.g. actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters, culvert type, length, cross-section, diameter, height, width, invert elevation, control device, and water use accounting method).

22. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.

23. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised the proposed well locations and resulting impacts must be in compliance with all permitting criteria and performance standards in effect at that time.

24. Entities that control, either directly or indirectly, a wastewater treatment plant and/or reuse distribution system, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (A) the status of distribution system construction, including location and capacity of lines; (B) a summary of uncommitted supplies for the next year; (C) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (D) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

25. Prior to the initial withdrawal above the established base condition water use permitted by offset water, authorization must be granted by the District.

26. The C-51 Reservoir Project Phase 1 is not currently fully operational. For the purpose of this consumptive use permit, the District defines fully operational as the reservoir is fully constructed, all pumps are in place and operational, a District approved flow route to provide offsets to the Project is determined, all agreements with 298 districts are finalized, and water deliveries can be made to the Project and properly accounted for as offset water. In the event C-51 Reservoir, Phase 1 Project water is not available when demands exceed the Biscayne aquifer base condition, the Permittee shall modify the operating plan to utilize the Upper Floridan aquifer to meet the demands unable to be met by the C-51 Reservoir, Phase 1 Project.

27. Prior to receiving offset water from the C-51 Reservoir, Phase 1, the details of the location and configuration of the facility(s) to account for deliveries of offset water to offset additional withdrawals from the Broward County District 1 Biscayne aquifer D1A Wellfield shall be submitted to the District for approval. The intent of the accounting facility is to ensure that offset water is delivered in the quantities needed and to ensure that the Permittee is obtaining the quantities of water to meet the conditions for permit issuance. Measuring flows will provide reasonable assurances that offset water deliveries are made. Using canal water level elevation data is not sufficient since the data can be influenced by many factors. Prior to the use of this facility(s), it shall be equipped with a District-approved water use accounting system and a report of calibration shall be submitted to the District prior to the delivery of offset water, pursuant to Subsection 4.1 of the AH. In addition, a report of recalibration for the facility shall be submitted to the District for this facility every five years from each previous calibration, continuing at five-year increments. This condition does not require the Permittee to construct a structure or water accounting apparatus to quantify offset deliveries of C-51 Reservoir, Phase 1 water. The use of an appropriately located existing facility is sufficient. Similarly, the calibration reports for the structure or water accounting facility can be obtained from its owner and provided by the Permittee to the District.

28. The Permittee shall record and submit monthly to the District the C-51 Reservoir, Phase 1 offset water use deliveries from the District approved facility. The water accounting method and means of calibration shall be stated on each report.

29. Withdrawals above the established base condition water use of 362.38 million gallons maximum month and 3,989.45 million gallons annual (10.93 million gallons per day) are only authorized if the Permittee has received the required offset water to prevent an increase in volume or change in

timing of surface and groundwater withdrawn from the Lower East Coast Everglades Waterbodies over the base condition water use. Such withdrawals must be consistent with the operational plan described in Special Permit Condition 32.

30. Within 30 days of execution, the Permittee shall submit an updated signed copy of any changes made to the Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir, or similar instrument, to the District.

31. On August 31, 2021 and each year thereafter, the Permittee shall provide an annual update to the District on the progress of the C-51 Reservoir Phase 1 Project. Once the C-51 Reservoir, Phase 1 becomes fully operational, as defined herein, the Permittee shall cease submitting the annual update on the progress of the C-51 Reservoir Phase 1.

32. The Permittee acknowledges that an Operating Plan for the C-51 Reservoir, Phase 1 has not been finalized. The Permittee shall comply with the final operating plan approved by the District prior to the use of offset water above the established base condition water use.

33. Pursuant to Section 373.236(4), F.S., every ten years from the date of permit issuance, the Permittee shall submit a water use compliance report for review and approval by District Staff to SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

34. The Permittee shall implement the following saline water intrusion monitoring program:

    Upon completion of the Upper Floridan aquifer wells, the Permittee shall collect and submit quarterly chloride concentration for Upper Floridan aquifer Well FW-4.

35. The Permittee shall continue to submit monitoring data in accordance with the approved water level monitoring program for this project.

    The Permittee shall record monthly water level elevations for wells MW-1 and MW-2. Upon completion of the Upper Floridan aquifer wells, quarterly water level elevation for Well FW-4 shall also be recorded. Water level data shall be submitted to the District quarterly.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

   The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.

5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

   B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that

could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.

9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

   Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

   A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

   B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    B. Reduction in water levels that harm the hydroperiod of wetlands,

    C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

    D. Harmful movement of contaminants in violation of state water quality standards, or

    E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

WATER USE STAFF REPORT

Application Number: 200706-5

Permit Number: 06-00146-W

Project Name: BROWARD COUNTY DISTRICT 1

Water Use Permit Status: MODIFICATION/RENEWAL

Location: BROWARD COUNTY, S3, 4, 7, 9-11, 14, 15, 18-20, 29-31/T49S/R42E
S13, 24/T50S/R41E
S6, 7/T50S/R42E
S12, 13, 24, 25/T49S/R41E

Applicant's Name and Address: BROWARD COUNTY WATER AND WASTEWATER SERVICES
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

Water Use Classification: Public Water Supply

Sources:

Groundwater from: Biscayne Aquifer
Upper Floridan Aquifer

Authorized Allocation:

Annual Allocation:	3,989.45	Million Gallons (MG)
Maximum Monthly Allocation:	362.38	Million Gallons (MG)

Specific Source Limitations:	**Annual(MG)**	**Monthly(MG)**
Biscayne Aquifer	3,989.45	362.38
Upper Floridan Aquifer	1,043.9	94.76

Existing Withdrawal Facilities - Groundwater

Source: Biscayne Aquifer
1 - 12" X 147' X 2700 GPM Well Cased to 80 Feet
1 - 12" X 100' X 1150 GPM Well Cased to 70 Feet
1 - 20" X 94' X 2100 GPM Well Cased to 84 Feet
1 - 12" X 100' X 1200 GPM Well Cased to 76 Feet
2 - 20" X 100' X 2100 GPM Wells Cased to 75 Feet
1 - 12" X 145' X 2700 GPM Well Cased to 80 Feet
1 - 12" X 100' X 1150 GPM Well Cased to 89 Feet
1 - 12" X 100' X 1100 GPM Well Cased to 72 Feet

Existing Withdrawal Facilities - Groundwater

Source: Biscayne Aquifer
Source: Upper Floridan Aquifer
1 - 17.4" X 1250' X 700 GPM Well Cased to 1150 Feet
1 - 17.4" X 1250' X 700 GPM Well Cased to 1035 Feet

Proposed Withdrawal Facilities - Groundwater

Source: Upper Floridan Aquifer
2 - 18" X 1250' X 1400 GPM Wells Cased to 1000 Feet

Rated Capacity Source	Status Code	GPM	MGM	MGY
Biscayne Aquifer	E	16,300	713.5	8,567
Upper Floridan Aquifer	E	1,400	61.3	736
Upper Floridan Aquifer	P	2,800	122.6	1,472
Totals:		**20,500**	**897.4**	**10,775**

PURPOSE

The purpose of this application is to modify and renew Water Use Permit 06-00146-W for public water supply use. Withdrawals are from the Biscayne aquifer and the Upper Floridan aquifer (UFA).

PROJECT DESCRIPTION

Broward County District 1 (Project) is an existing public water supply wellfield (D1A wellfield) located just east and west of State Road 7, along the C-13 Canal (Middle River Canal), approximately 0.4 miles north of W. Oakland Park Blvd. as shown on Exhibits 1 and 2. Broward County operates a lime softening treatment plant located at State Road 7 and N.W. 36th Street, adjacent to the D1A wellfield. The Project currently provides raw water to meet the public water supply demands of portions of the cities of Fort Lauderdale, Lauderdale Lakes, Lauderhill, North Lauderdale, Oakland Park, Plantation, Pompano Beach, Tamarac, and parts of the Broward County Municipal Services District (formerly known as unincorporated Broward County) in the central region of Broward County. Withdrawals are from nine existing Biscayne aquifer wells. There are two existing UFA wells that are capped and monitored, and two proposed UFA wells. The Project's facility locations are depicted in Exhibits 3A through 3C and withdrawal facility details are listed in Exhibit 4.

The base condition water use allocation for the D1A wellfield from the Biscayne aquifer is an annual average of 10.04 million gallons per day (MGD), based on the South Florida Water Management District's (District) Regional Water Availability (RWA) Rule. An applicant must demonstrate, pursuant to the impact evaluation provisions in Subsection 3.1.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District (AH), the requested allocation will not cause a net increase in the volume or cause a change in timing on a monthly basis of surface water and groundwater withdrawn from the Lower East Coast Everglades Waterbodies over that resulting from the base condition water use. Therefore, in order

to obtain additional withdrawals from the Biscayne aquifer beyond the base condition, an offset is required. These include alternative water supply and/or wet weather flows (from the Biscayne aquifer) not required for restoration. In this application, the Applicant is requesting the use of water from the Palm Beach Aggregates, C-51 Reservoir, Phase 1 Project (C-51 Reservoir, Phase 1) as an offset to allow withdrawals from the Biscayne aquifer over the base condition water use, consistent with Subsection 3.2.1.E.6.c of the AH.

The permit modification includes the addition of 1.0 MGD of water from the C-51 Reservoir, Phase 1 as an offset to allow withdrawals from the Biscayne aquifer over the base condition water use. As a result, the source limit for the Biscayne aquifer is increased from 3,664 million gallons annually (MGY) (10.04 MGD) to 3,989.45 MGY (10.93 MGD) and from 333 million gallons maximum month (MGM) to 362.38 MGM. The source limit for the UFA is decreased from 3.86 MGD to 2.86 MGD. The total permit allocation is decreased from 5,076 MGY to 3,989.45 MGY and from 461 MGM to 362.38 MGM based on projected water use demands.

Palm Beach Aggregates, C-51 Reservoir, Phase 1:
The C-51 Reservoir, Phase 1 is a diversion and impoundment permitted by the Florida Department of Environmental Protection (FDEP) Permit No. EI 50-301070-003. The C-51 Reservoir, Phase 1 will capture and store excess water from the District's C-51 Canal that will be discharged back into regional conveyance systems to provide offsets for potential impacts to Lower East Coast Waterbodies by C-51 Reservoir, Phase 1 participants, consistent with the District's Lower East Coast RWA Rule. On May 2, 2017, Broward County entered into an "Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir" with Palm Beach Aggregates, LLC (the C-51 Reservoir, Phase 1 Permittee) to purchase a Capacity Allocation in Phase 1 of the C-51 Reservoir for 6.0 MGD (3.0 MGD for Broward County South Regional Wellfield [Water Use Permit 06-01474-W], 2.0 MGD for Broward County 2A/North Regional [Water Use Permit 06-01634-W], and 1.0 MGD for Broward County District 1 [Water Use Permit 06-00146-W]).

The C-51 Reservoir, Phase 1 is the proposed alternative water supply source for the Project. Exhibit 5 contains milestones and dates for implementing the C-51 Reservoir, Phase 1. According to this exhibit, the C-51 Reservoir, Phase 1 is scheduled to be fully operational in December 2022. For the purpose of this consumptive use permit, the District defines fully operational as the reservoir is fully constructed, all pumps are in place and operational, a District approved flow route to provide offsets to the Project is determined, all agreements with 298 districts are finalized, and water deliveries can be made to the Project and properly accounted for as offset water. Exhibit 5 also contains milestones for an alternative water supply project in case there are delays or other issues with completing the C-51 Reservoir, Phase 1 Project.

Facility Operation:
The Project operates nine existing Biscayne aquifer wells with a total design withdrawal

capacity of approximately 23.5 MGD. Operation and control of the wellfield is maintained by a Supervisory Control and Data Acquisition system that includes an operational control narrative program that manages the distribution of raw water transmission. The number of wells needed to provide average daily flow is determined and the wellfield is grouped into Well Bands. The operational control narrative program rotates through each Well Band based on an operator-selectable run time period. Wells that are not part of a Well Band are placed on a Well Pool list where they can be used when the flow needed is greater than the Well Band can provide. Each well in the wellfield is metered, and generally operates approximately 60 percent of the time, and contributes 11 to 14 percent of the total monthly flow.

The District 1A water treatment plant is permitted for a treatment capacity of 16 MGD. The plant uses up-flow clarifiers and multimedia filtration to provide lime softening treatment of the Biscayne aquifer raw water source. Treatment includes 4-Log removal/inactivation of viruses through filtration and/or disinfection.

In addition to the Biscayne aquifer wells, the Project includes two existing and two proposed UFA wells. The two existing UFA wells are classified as test wells and are capped and monitored. The UFA source will serve to provide operational flexibility, diversification of sources, and alternative water supply for future use.

Interconnections:
The District 1 distribution network is interconnected with Fort Lauderdale, Lauderhill, North Lauderdale, Oakland Park, Plantation, Pompano Beach, and Tamarac.

Permit History:
The Project was initially permitted under Water Use Permit 06-00143-W (System 1) in January 1978 for the withdrawal of 2,139 MGY (5.86 MGD) from twelve Biscayne aquifer wells at three wellfields. Between August 1978 and May 1991, the permit underwent several modifications and renewals. A renewal in September 1988 decreased the allocation to 3,310 MGY (9.08 MGD) and a renewal in May 1991 changed the allocations to 3,266.06 MGY (8.92 MGD) and 11.15 MGD. In October 1992, the 1B water treatment plant and wellfield were removed from service and in February 1993, the Broadview water treatment plant and wellfield were removed from service. In July 1993, the permit was modified to include an increase in allocation to 3,487 MGY (9.55 MGD) and a maximum day allocation of 11.97 MGD, changes to facilities, and changes to the service area to include the Broadview Utilities (Water Use Permit 06-00112-W) demand. The permit was renewed in June 1996 for a period of five years with an annual allocation of 3,573 MGY (9.79 MGD) and a maximum day allocation of 12.43 MGD. The December 2001 renewal had no changes to facilities, service area, or allocation. In April 2008, the permit was modified and renewed to include the UFA as a proposed withdrawal source, changes to the service area, and an increase in allocation to 5,074 MGY (13.9 MGD) with a maximum month allocation of 461 MGM. In February 2015, the permit was modified to include changes to the service area and transferred allocations of 0.30 MGD average of raw water from the City of Fort

PROJECT DESCRIPTION (CONTINUED)

Lauderdale's Water Use Permit (06-00123-W) for the North Andrews Service area and 0.537 MGD average of raw water from the City of Plantation's Water Use Permit (06-00103-W) for the service area of Broadview Park.

PROJECTED WATER USE DEMANDS

The annual and maximum month allocations for public water supply utilities are calculated as described in Subsection 2.3.2.F of the AH. Projected population values for the Project are based on the 2018 Lower East Coast Water Supply Plan Update (District 2018). The projection of population through the year 2065 was needed to estimate the potential need for the recharge offset allocation from the C-51 Reservoir, Phase 1. This was accomplished by using the current Bureau of Economic and Business Research (BEBR) medium projections and applying the projection methodology developed by the C-51 Reservoir work group in 2016. This methodology calculates the percent difference between each 10-year value and then applies the change in percentage for the last 10-year increment (2035 to 2045) to future projections. The medium projection percentages were applied to the service area populations to project them out to 2065. The 2065 finished water demand of 10.30 MGD was determined by using the 5-year average raw water per capita use rate (PCUR) of 102 and a 2065 population of 107,204. Accounting for treatment losses, the 2065 raw water demand is 10.93 MGD. The source limit for the Biscayne aquifer is 3,989.45 MGY (10.93 MGD) and 362.38 MGM and the source limit for the UFA is 1,043.90 MGY (2.86 MGD) and 94.76 MGM. The source limit from the Biscayne aquifer represents the 2065 demands (with offset credit from the C-51 Reservoir, Phase 1 Project). These allocations combined (5,033.35 million gallons) are greater than the recommended system wide allocation of 3,989.45 MGY, allowing for some wellfield operating flexibility. The combined withdrawals shall not exceed those specified in Special Permit Condition 5. Historic PCUR, maximum-month peaking factors, projected population growth, and estimated demands are shown on Exhibit 6A and Exhibit 6B shows the Project's future demands.

IMPACT EVALUATION

Biscayne Aquifer:

In order to determine the potential impacts the withdrawals might have on the water resource, the Applicant provided a calibrated three-dimensional groundwater flow model using the United States Geological Survey's (USGS) MODFLOW code. The model is based on the Broward County groundwater model initially developed by the District in 1992 and later revised and updated in 2000 (District 2000 and 2001). The model domain covers Broward County as well as parts of Palm Beach and Miami-Dade Counties and has been used for other public water supply utilities permitted for the C-51 Reservoir, Phase 1 Project.

The model is divided into five layers representing the surficial aquifer system. Layer 1 represents the water table and Layer 3 represents the primary production zone of the Biscayne aquifer. Two predictive scenarios were run to evaluate potential impacts due to the requested increase in withdrawals. First, the model was run to show potential impacts due to Biscayne aquifer withdrawals of the base condition of 10.04 MGD. The

IMPACT EVALUATION (CONTINUED)

second run simulated projected withdrawals from the wellfield at 12.04 MGD. This simulated withdrawal rate is approximately 1 MGD greater than the recommended allocation of 10.93 MGD from the Biscayne aquifer, adding additional conservatism to the predictive scenario. Exhibits 7A and 7B show drawdown-difference contours, or additional drawdown due to the 2.0 MGD increase for model Layers 1 and 3. Exhibits 8A and 8B show the cumulative drawdown contours for the two runs for model Layers 1 (water table) and 3 (primary production zone). Additional model documentation can be found in the application file for Water Use Permit Application 200706-5.

Upper Floridan Aquifer:
In order to determine the potential impacts the withdrawals might have on the UFA, an analytical solution (Winflow) was used. The hydrogeologic parameters utilized were obtained from a formal aquifer performance test conducted on the District C-13 Site Floridan Aquifer System (FAS) well. These parameters represent the best available data and were used for the previous FAS evaluation for this project. A total of 2.86 MGD was simulated from two UFA wells (1.43 MGD from each well) at the D1A wellfield. The model was run for 90 days with no rainfall recharge to simulate a 1-in-10 year drought. Model parameters and drawdown contours are shown on Exhibit 9.

WATER RESOURCE IMPACT EVALUATION

Water Resource Availability

Biscayne Aquifer

Land surface elevation at the Project wellfield is approximately 10 feet National Geodetic Vertical Datum (NGVD). The Project withdraws water from the Biscayne aquifer, which is a permeable section of the surficial aquifer system. The base of the Biscayne aquifer is at approximately -170 feet NGVD (USGS Water Resources Investigations Report 87-4034). Due to the wellfield's proximity to the C-13 Canal, water levels in the wellfield are similar to water levels in the C-13 Canal which is maintained at approximately 4.5 feet NGVD. Water level data from the Project's monitor well MW-1 indicates that the average water level in the Biscayne aquifer for the period of record from December 2014 through June 2020 is approximately 1.2 feet NGVD. Model results indicate that approximately 1 foot of cumulative drawdown may occur at the District 1A wellfield, inclusive of withdrawals of 12.04 MGD simulated in the predictive scenario, leaving approximately 170 feet of saturated thickness in the Biscayne aquifer. Approximately 0.2 feet of additional drawdown may occur in the immediate vicinity of the D1A wellfield, and less than 0.1 feet of additional drawdown may occur approximately 1,500 feet from the D1A wellfield (Exhibit 7B). This permit modification includes an increase of less than 1 MGD from the Biscayne aquifer which is less than half of the modeled increase. Withdrawals above the base condition will be offset with water from the C-51 Reservoir, Phase 1. Therefore, the potential for harm to occur to the water resource availability of the Biscayne aquifer as a result of the withdrawal of the recommended allocation is considered to be minimal.

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

Upper Floridan Aquifer

Land surface elevation at the Project wellfield is approximately 10 feet NGVD. The top of the UFA occurs at approximately -1,000 feet NGVD (USGS Scientific Investigations Report 2007-5207). The UFA is hydrologically separated from the surficial aquifer system by thick confining units. The lowest recorded water level in UFA monitor well BF-4S, located approximately 1.5 miles east of the D1A wellfield, is 41 feet NGVD, recorded in June 2004 (District's DBHYDRO database). Model results indicate that up to 8 feet of drawdown could occur at the D1A wellfield as a result of withdrawals of 2.86 MGD from the UFA, leaving approximately 1,033 feet of saturated thickness in the UFA. This permit modification includes a decrease in UFA withdrawals from 3.86 MGD to 2.86 MGD. Therefore, the potential for harm to occur to the water resource availability of the UFA as a result of the withdrawal of the recommended allocation is considered minimal.

Existing Legal Users

Biscayne Aquifer

The nearest existing legal user of the Biscayne aquifer is Vincent Torres Park (Water Use Permit 06-00181-W) which is the site of some of the D1A wellfield production wells. Model results indicate that approximately 1 foot of drawdown could occur at Vincent Torres Park as a result of the Biscayne aquifer withdrawals from the D1A wellfield. This permit modification includes an increase of less than 1 MGD from the Biscayne aquifer which is less than half of the modeled increase. Approximately 0.2 feet of additional drawdown could occur in the immediate vicinity of the D1A wellfield, and less than 0.1 feet of additional drawdown (beyond the base condition) may occur at a distance of about 1,300 feet from the D1A wellfield (Exhibit 7B). Withdrawals above the base condition will be offset with water from the C-51 Reservoir, Phase 1. Therefore, the potential for harm to occur to the existing legal users as a result of the withdrawal of the recommended allocation is considered minimal.

Upper Floridan Aquifer

The nearest existing legal user of the UFA is City of Lauderhill public water supply (Water Use Permit 06-00129-W) whose UFA Well F1 is located approximately 1.3 miles south of the D1A wellfield Wells F3 and F4. Model results indicate that approximately 2 feet of drawdown may occur at the City of Lauderhill Well F1 as a result of UFA withdrawals from the D1A wellfield. As discussed previously, the potentiometric surface of the UFA is approximately 41 feet NGVD, or approximately 31 feet above land surface. The small amount of potentiometric head reduction at this existing legal user's location should not impact the ability of existing legal users to withdraw water under the conditions of their permit. This application includes a decrease in UFA withdrawals from the previous permit. Therefore, the potential for harm to occur to the existing legal users as a result of the withdrawal of the recommended allocation is considered minimal.

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

Existing Off Site Land Uses

Biscayne Aquifer

Land uses that are dependent upon water being on or near land surface and that existed prior to this application are protected from harm. The Project is bordered by residential neighborhoods and commercial properties. Groundwater modeling shows approximately 1 foot of cumulative drawdown may occur at the D1A wellfield as a result of the proposed cumulative withdrawals, inclusive of the historic withdrawals from the D1A wellfield. This amount of drawdown should not affect users withdrawing water from surface water features or harm surface water management systems. This permit modification includes an increase of less than 1 MGD from the Biscayne aquifer which is less than half of the modeled increase. Withdrawals above the base condition will be offset with water from the C-51 Reservoir, Phase 1. Therefore, pursuant to Subsection 3.6.2 of the AH, the use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that: the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

Upper Floridan Aquifer

Land uses that are dependent upon water being on or near land surface and that existed prior to this application are protected from harm. The Project is bordered by residential neighborhoods and commercial properties. The UFA is hydrologically separated from the surficial aquifer system by thick confining units resulting in negligible drawdown in the water table. Therefore, pursuant to Subsection 3.6.2 of the AH, the use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that: the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

Migration of Saline Water

Biscayne Aquifer

The Project wellfield is located approximately 2.5 miles west of the saline water interface (chloride concentration greater than 250 milligrams per liter) and approximately 1.4 miles west of control structure S-36 on the C-13 Canal. According to Subsection 3.4 of the AH, a groundwater divide greater than one foot between the saline water source and the withdrawal point provides reasonable assurance that harmful saline water intrusion will not occur. Water levels are maintained at approximately 4.5 feet NGVD in the C-13 Canal at the S-36 control structure for the purpose of maintaining a sufficient freshwater head to prevent intrusion of seawater. Model results indicate that less than 1 foot of drawdown may occur at the S-36 control structure. Therefore, a one-foot mound is expected to be maintained between the

wellfield and the source of saline water, which is consistent with Subsection 3.4 of the AH. In addition, withdrawals above the base condition will be offset with water from the C-51 Reservoir, Phase 1. Therefore, the potential for saline intrusion or upconing to occur as a result of the withdrawal of the recommended allocation is considered minimal.

Upper Floridan Aquifer

The UFA is saline in the vicinity of the withdrawal facilities, requiring reverse osmosis treatment for salinity. The relatively small allocation request of up to 2.86 MGD should not cause water quality degradation. Therefore, the potential for saline water intrusion or upconing to occur as a result of the withdrawal of the recommended allocation is considered minimal.

Wetland Environments

Biscayne Aquifer

The nearest state jurisdictional wetlands, shown in Exhibit 10, are not located within the D1A wellfield's cone of depression. Therefore, there is no potential for harm to occur to wetlands and other surface waters as a result of the authorized withdrawal of the recommended allocation.

Upper Floridan Aquifer

The Upper Floridan aquifer is hydrologically separated from the Biscayne aquifer by thick confining units. Therefore, there is no potential for harm to occur to wetlands and other surface waters as a result of the withdrawal of the recommended allocation.

Sources of Pollution

Biscayne Aquifer

There are no known sources of contamination within the cone of depression from Biscayne aquifer withdrawals from the D1A wellfield. Therefore, the potential for movement of contaminants, if present, from known pollution sources, as a result of the withdrawal of the recommended allocation from the Biscayne aquifer is considered minimal.

Upper Floridan Aquifer

The UFA is separated from the surficial aquifer system, where sources of pollution tend to occur, by a thick layer of low-permeability clays of the Hawthorn formation. This confining layer prevents the inducement of potential pollution sources from migrating from land surface. Therefore, the potential for movement of contaminants, if present, from known pollution sources as a result of the withdrawal of the recommended allocation is considered minimal.

ADDITIONAL INFORMATION

Regional Issues

Minimum Flows and Levels

The withdrawal source for the Project is the Biscayne aquifer. The Biscayne aquifer is a minimum flows and levels (MFL) water body covered by a prevention strategy set forth in Rule 40E-8, Florida Administrative Code (F.A.C.), and the Lower East Coast Water Supply Plan. The Biscayne aquifer MFL is defined as the water level which results in movement of the saltwater interface landward to the extent the water quality of an established withdrawal point is insufficient to serve as a water supply source. As discussed in the Migration of Saline Water section of this staff report, this Project is not expected to affect landward movement of the saltwater interface. Therefore, the recommended allocation is consistent with the Biscayne aquifer MFL Prevention Plan.

The MFLs for Everglades Waterbodies, identifying the point at which further withdrawals would cause significant harm, are set forth in Rule 40E-8.221(3), F.A.C. The Everglades MFL Waterbodies are in recovery as identified in Rule 40E-8.421(1) and (2), F.A.C. The primary component of the MFL recovery strategy is implementation of the Everglades restoration projects, including the Comprehensive Everglades Restoration Plan (CERP). The Everglades MFL recovery strategy also includes limitations on impacts to the MFL Waterbodies due to consumptive use permit withdrawals in Subsections 3.2.1.E and 3.9.1 of the AH. The Permittee has demonstrated the withdrawal is consistent with the recovery strategy, consistent with Subsection 3.9.1.B.2 of the AH.

Regional Water Availability

The Permittee has requested an increase in their base condition water use through the addition of 1 MGD of water from the C-51 Reservoir, Phase 1. The Permittee proposes the use of an offset and/or alternative water supply source to meet future demands above their base condition water use. Pursuant to Subsection 3.2.1.E of the AH, the Project will not cause a net increase in the volume or cause an increase in volume of change in timing of withdrawals from the Lower East Coast Waterbodies over the Project's base condition water uses that existed on April 1, 2006.

Project Site Issues

Legal Control and Land Use

Broward County maintains legal control over the Project site, pursuant to Subsection 2.1.1 of the AH. All withdrawal facilities are located within the Project boundaries. The allocation requested for public water supply is compatible with the multiple land use categories in the vicinity.

Water Conservation Plan

The Permittee has implemented the elements of a Standard Water Conservation Plan, pursuant to Subsection 2.3.2.F.1 of the AH. Elements of the Water Conservation Plan implemented include Public Education Programs, Outdoor Water Conservation Programs, Conservation Water Billing Structures, Water Loss Reduction Programs, and Indoor Water Conservation Programs. Details of the plan can be found in the

ADDITIONAL INFORMATION (CONTINUED)

application file for Water Use Permit Application 200706-5.

Potential Use of Reclaimed Water

Broward County Water and Wastewater Services (WWS) operates the Broward County North Regional Wastewater Treatment Plant (NRWWTP) which has a permitted capacity of 95 MGD and provides wastewater service to most of northern Broward County. On the NRWWTP site, WWS also operates a reclaimed water treatment plant with a permitted capacity of 10 MGD that produces irrigation quality reclaimed water for on-site and off-site industrial processes and irrigation use. WWS is proceeding with expansion of the reclaimed water system as well as extending a 42-inch diameter reclaimed water pipeline to serve reclaimed water users in Broward and Palm Beach Counties. The City of Pompano Beach treats secondary effluent from the NRWWTP and is expected to continue to expand its reclaimed water system.

Permit Duration

Staff recommends a water use permit duration as follows:

Consistent with Subsection 1.5.2.C.3.a of the AH, the base condition allocation from the Biscayne aquifer (10.04 MGD) shall have a duration of 20 years from the date of permit issuance.

Consistent with Subsection 1.5.2.C.3 of the AH, the allocation from the UFA (2.86 MGD) shall have a duration of 20 years from the date of permit issuance.

Consistent with Florida Statute 373.236(6)(a), a water use permit may be issued for a period of up to 50 years to entities that have entered into an agreement with a landowner for the purpose of more efficiently pursuing alternative public water supply development projects. The C-51 Reservoir, Phase 1 consumptive water use permit issued by the FDEP has an expiration date of December 27, 2065. Therefore, the allocation of water above the base condition water use served by offset water from the C-51 Reservoir, Phase 1 (1 MGD) will have an expiration date of December 27, 2065.

ENVIRONMENTAL RESOURCE PERMIT STATUS:

Not Applicable

RIGHT OF WAY PERMIT STATUS:

Not Applicable

RECOMMENDATIONS

Project Name: BROWARD COUNTY DISTRICT 1

Application Number: 200706-5

Permit Number: 06-00146-W

RECOMMENDATION

The use of groundwater from the Biscayne aquifer and the Upper Floridan aquifer to supply raw water for public water supply use with an annual allocation of 3,989.45 million gallons.

STAFF EVALUATION

REVIEWER:

Morgan Reins, NRM

Stephanie Lancaster, P.G., WU

SUPERVISOR:

Barbara J. Conmy, NRM

Nicholas M. Vitani, P.G., WU

WATER USE BUREAU CHIEF:

Simon Sunderland, P.G.

Date: September 14, 2020

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:
   BROWARD COUNTY WATER AND WASTEWATER SERVICES
   2555 WEST COPANS ROAD
   POMPANO BEACH, FL 33069

2. This permit shall expire on December 27, 2065.

   The base condition allocation from the Biscayne aquifer shall expire on September 15, 2040.

   The allocation for the Upper Floridan aquifer shall expire on September 15, 2040.

3. Use classification is:

   Public Water Supply

4. Source classification is:

   Groundwater from:
   Biscayne Aquifer
   Upper Floridan Aquifer

5. Allocation:

   Total annual allocation is 3,989.45 million gallons (MG). (10.93 MGD).

   Total maximum monthly allocation is 362.38 MG.

   Until the Project has received offset water to prevent a net increase in the volume or cause a change in timing on a monthly basis of surface and groundwater withdrawn from the Lower East Coast Everglades Waterbodies, the total allocation from the Biscayne aquifer shall be limited to the base condition allocation of:

   3,664 MG annually (10.04 MGD)

   333 MG maximum month.

   When the required volume of offset water has been delivered to the Project, the following limits from the Biscayne aquifer shall apply:

   3,989.45 MG annually (10.93 MGD)

   362.38 MG maximum month.

SPECIAL PERMIT CONDITIONS

From September 15, 2020 through September 15, 2040, withdrawals from the Upper Floridan aquifer shall be limited to:

1,043.90 MG annually (2.86 MGD)

94.76 MG maximum month

Between September 15, 2040 and December 27, 2065 without renewal of the base condition allocation, withdrawals from the Biscayne aquifer that are offset from the C-51 Reservoir, Phase 1 Project shall be limited to:

Annual allocation shall not exceed 365 MG (1 MGD).

Maximum monthly allocation shall not exceed 33.15 MG.

These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

1. All other conditions of the permit are met; and
2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

Groundwater - Proposed:

2 - 18" X 1250' X 1400 GPM Wells Cased To 1000 Feet

Groundwater - Existing:

1 - 20" X 94' X 2100 GPM Well Cased To 84 Feet
1 - 12" X 100' X 1150 GPM Well Cased To 89 Feet
2 - 20" X 100' X 2100 GPM Wells Cased To 75 Feet
1 - 12" X 100' X 1150 GPM Well Cased To 70 Feet

SPECIAL PERMIT CONDITIONS

1 - 17.4" X 1250' X 700 GPM Well Cased To 1150 Feet
1 - 12" X 145' X 2700 GPM Well Cased To 80 Feet
1 - 12" X 147' X 2700 GPM Well Cased To 80 Feet
1 - 17.4" X 1250' X 700 GPM Well Cased To 1035 Feet
1 - 12" X 100' X 1100 GPM Well Cased To 72 Feet
1 - 12" X 100' X 1200 GPM Well Cased To 76 Feet

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.

9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.

10. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.

11. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.

12. Monthly withdrawals for each withdrawal facility shall be reported to the District quarterly. The water accounting method and means of calibration shall be stated on each report.

13. The Permittee shall notify the District within 30 days of any change in service area boundary that results in a change in demand that affects its permitted allocation. The allocation shall be modified to effectuate such change.

14. The Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

15. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and

abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.

16. The Standard Water Conservation Plan described in Subsection 2.3.2.F.1.a of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and in the application file (Application #200706-5) must continue being implemented.

17. The Permittee shall notify the District within 30 days of entering into an inter-local agreement, contract, or other similar instrument to deliver or receive water outside of its service area or to serve a demand not identified to determine the allocation described in this permit. A copy of such agreement shall be provided to the District. The monthly volume of water delivered and/or received via each inter-local agreement, contract, or other similar instrument shall be submitted to the District at the same reporting frequency as the withdrawals for each withdrawal facility required in this permit.

18. The Permittee shall implement the wellfield operating plan submitted in support of the permit application, as described in the District staff report.

19. The Permittee shall determine unaccounted-for distribution system losses (for the entire distribution system) on a monthly basis, including the way these losses are calculated. Reports shall be submitted to the District on a yearly basis and are due by April 30th of each year.

    If unaccounted for loss is greater than 10 percent for any given year, the Permittee shall submit to the District for approval, a formal leak detection program that meets the requirements of Subsection 4.1.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, to address the reduction of such water loss.

20. The Permittee shall maintain an accurate flow meter at the point of discharge from the treatment plant for the purpose of measuring the daily flow of water.

21. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) or Surface Water (Pump or Culvert) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) at least 30 days prior to a change in any facility status (e.g. installation, relocation, abandonment) to include all specifications of the well, pump or culvert (e.g. actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters, culvert type, length, cross-section, diameter, height, width, invert elevation, control device, and water use accounting method).

22. The Permittee shall submit to the District an updated "Summary of Groundwater (Well)

Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.

23. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised the proposed well locations and resulting impacts must be in compliance with all permitting criteria and performance standards in effect at that time.

24. Entities that control, either directly or indirectly, a wastewater treatment plant and/or reuse distribution system, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (A) the status of distribution system construction, including location and capacity of lines; (B) a summary of uncommitted supplies for the next year; (C) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (D) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

25. Prior to the initial withdrawal above the established base condition water use permitted by offset water, authorization must be granted by the District.

26. The C-51 Reservoir Project Phase 1 is not currently fully operational. For the purpose of this consumptive use permit, the District defines fully operational as the reservoir is fully constructed, all pumps are in place and operational, a District approved flow route to provide offsets to the Project is determined, all agreements with 298 districts are finalized, and water deliveries can be made to the Project and properly accounted for as offset water. In the event C-51 Reservoir, Phase 1 Project water is not available when demands exceed the Biscayne aquifer base condition, the Permittee shall modify the operating plan to utilize the Upper Floridan aquifer to meet the demands unable to be met by the C-51 Reservoir, Phase 1 Project.

27. Prior to receiving offset water from the C-51 Reservoir, Phase 1, the details of the location and configuration of the facility(s) to account for deliveries of offset water to offset additional withdrawals from the Broward County District 1 Biscayne aquifer D1A Wellfield shall be submitted to the District for approval. The intent of the accounting facility is to ensure that offset water is delivered in the quantities needed and to ensure that the Permittee is obtaining the quantities of water to meet the conditions for permit issuance. Measuring flows will provide reasonable assurances that offset water deliveries are made. Using canal water level elevation data is not sufficient since the

data can be influenced by many factors. Prior to the use of this facility(s), it shall be equipped with a District-approved water use accounting system and a report of calibration shall be submitted to the District prior to the delivery of offset water, pursuant to Subsection 4.1 of the AH. In addition, a report of recalibration for the facility shall be submitted to the District for this facility every five years from each previous calibration, continuing at five-year increments. This condition does not require the Permittee to construct a structure or water accounting apparatus to quantify offset deliveries of C-51 Reservoir, Phase 1 water. The use of an appropriately located existing facility is sufficient. Similarly, the calibration reports for the structure or water accounting facility can be obtained from its owner and provided by the Permittee to the District.

28. The Permittee shall record and submit monthly to the District the C-51 Reservoir, Phase 1 offset water use deliveries from the District approved facility. The water accounting method and means of calibration shall be stated on each report.

29. Withdrawals above the established base condition water use of 362.38 million gallons maximum month and 3,989.45 million gallons annual (10.93 million gallons per day) are only authorized if the Permittee has received the required offset water to prevent an increase in volume or change in timing of surface and groundwater withdrawn from the Lower East Coast Everglades Waterbodies over the base condition water use. Such withdrawals must be consistent with the operational plan described in Special Permit Condition 32.

30. Within 30 days of execution, the Permittee shall submit an updated signed copy of any changes made to the Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir, or similar instrument, to the District.

31. On August 31, 2021 and each year thereafter, the Permittee shall provide an annual update to the District on the progress of the C-51 Reservoir Phase 1 Project. Once the C-51 Reservoir, Phase 1 becomes fully operational, as defined herein, the Permittee shall cease submitting the annual update on the progress of the C-51 Reservoir Phase 1.

32. The Permittee acknowledges that an Operating Plan for the C-51 Reservoir, Phase 1 has not been finalized. The Permittee shall comply with the final operating plan approved by the District prior to the use of offset water above the established base condition water use.

33. Pursuant to Section 373.236(4), F.S., every ten years from the date of permit issuance, the Permittee shall submit a water use compliance report for review and approval by District Staff to SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301

Gun Club Road, West Palm Beach, FL 33406.

34. The Permittee shall implement the following saline water intrusion monitoring program:

    Upon completion of the Upper Floridan aquifer wells, the Permittee shall collect and submit quarterly chloride concentration for Upper Floridan aquifer Well FW-4.

35. The Permittee shall continue to submit monitoring data in accordance with the approved water level monitoring program for this project.

    The Permittee shall record monthly water level elevations for wells MW-1 and MW-2. Upon completion of the Upper Floridan aquifer wells, quarterly water level elevation for Well FW-4 shall also be recorded. Water level data shall be submitted to the District quarterly.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

   The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.

5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

   B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.

9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

   Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

   A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

   B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    B. Reduction in water levels that harm the hydroperiod of wetlands,

    C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

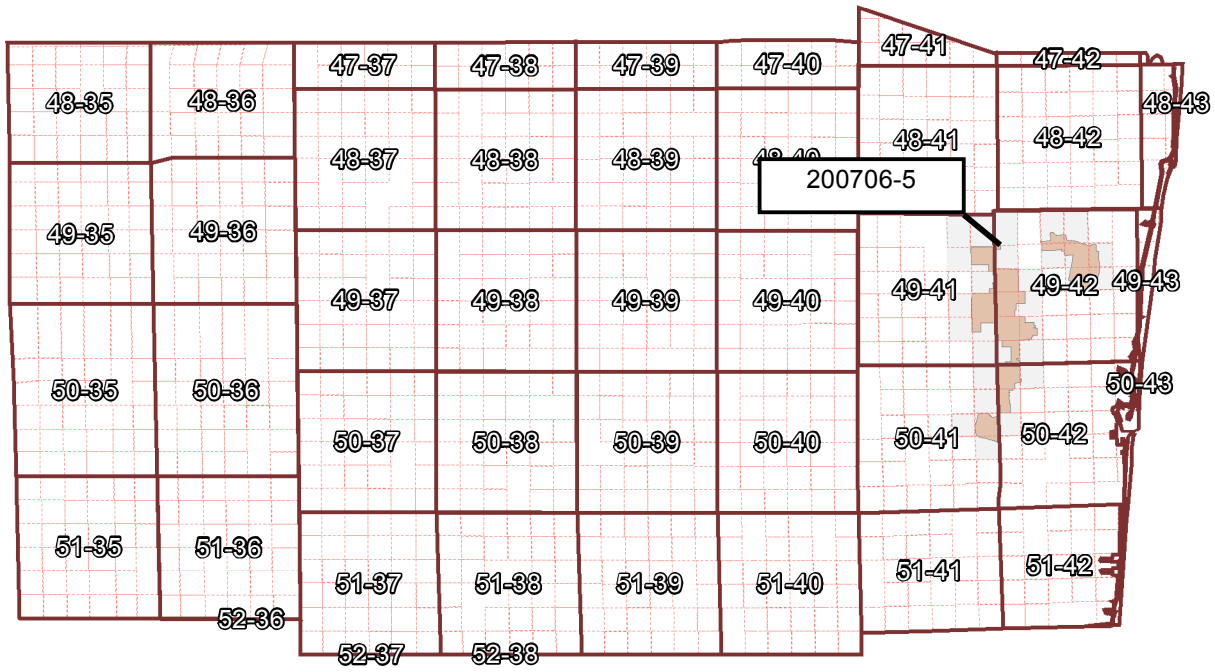
E. Harm to the natural system including damage to habitat for rare or endangered species.

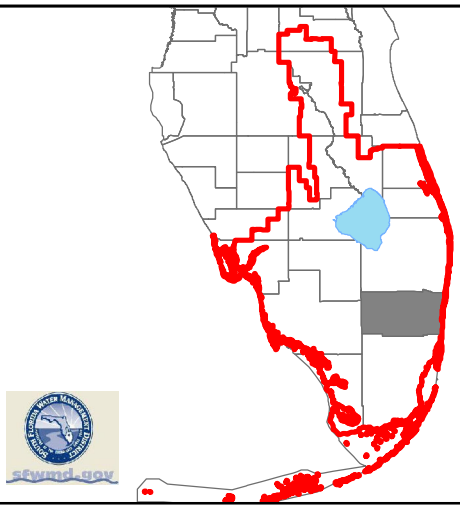
11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

    A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

    B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

    C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.





BROWARD COUNTY, FLORIDA

N

Application No: 200706-5

Permit No: 06-00146-W

Map Date: 2020-08-13

Sec 3, 4, 7, 9-11, 14, 15, 18-20, 29-31 / Twp 49 / Rge 42

Sec 13, 24 / Twp 50 / Rge 41

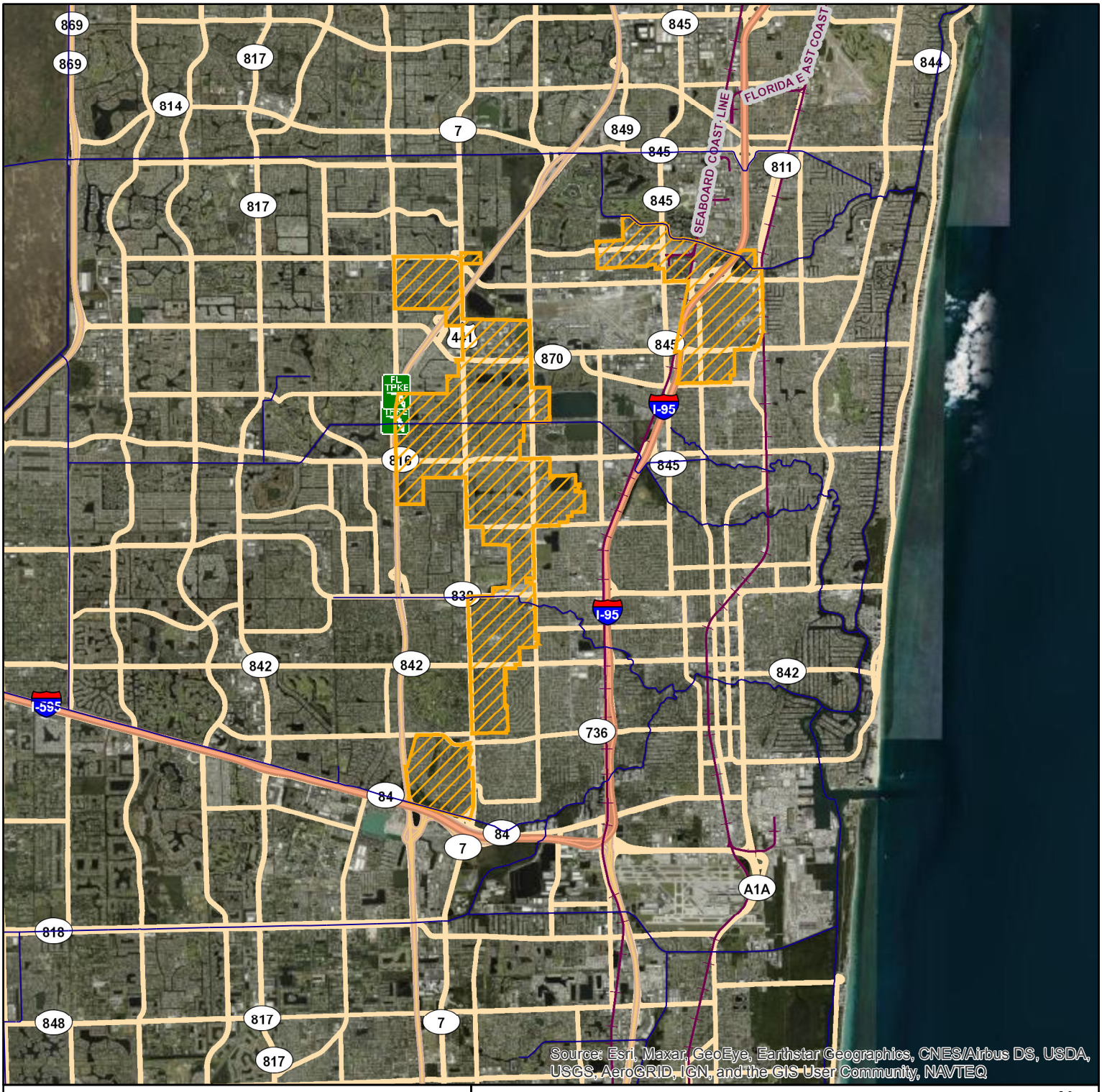
Sec 6, 7 / Twp 50 / Rge 42

Sec 12, 13, 24, 25 / Twp 49 / Rge 41

Project Name: BROWARD COUNTY DISTRICT 1

0 10 20 Miles

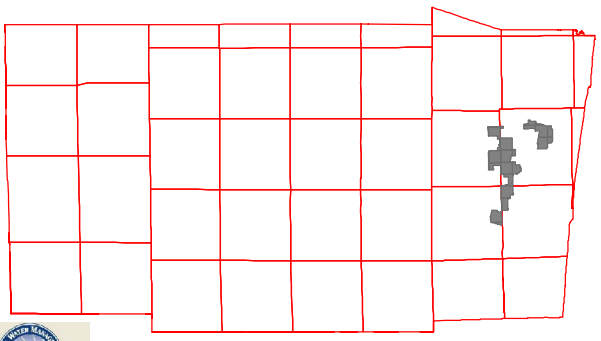
Exhibit N



Application

BROWARD COUNTY, FLORIDA

N



Application No: 200706-5

Map Date: 2020-08-13

Permit No: 06-00146-W

Sec 3, 4, 7, 9-11, 14, 15, 18-20, 29-31 / Twp 49 / Rge 42

Sec 13, 24 / Twp 50 / Rge 41

Sec 6, 7 / Twp 50 / Rge 42

Sec 12, 13, 24, 25 / Twp 49 / Rge 41

Project Name: BROWARD COUNTY DISTRICT 1

0 2.5 5 Miles

Exhibit No. 2

Figure 1. General Location of BC WWS D1A Wellfield

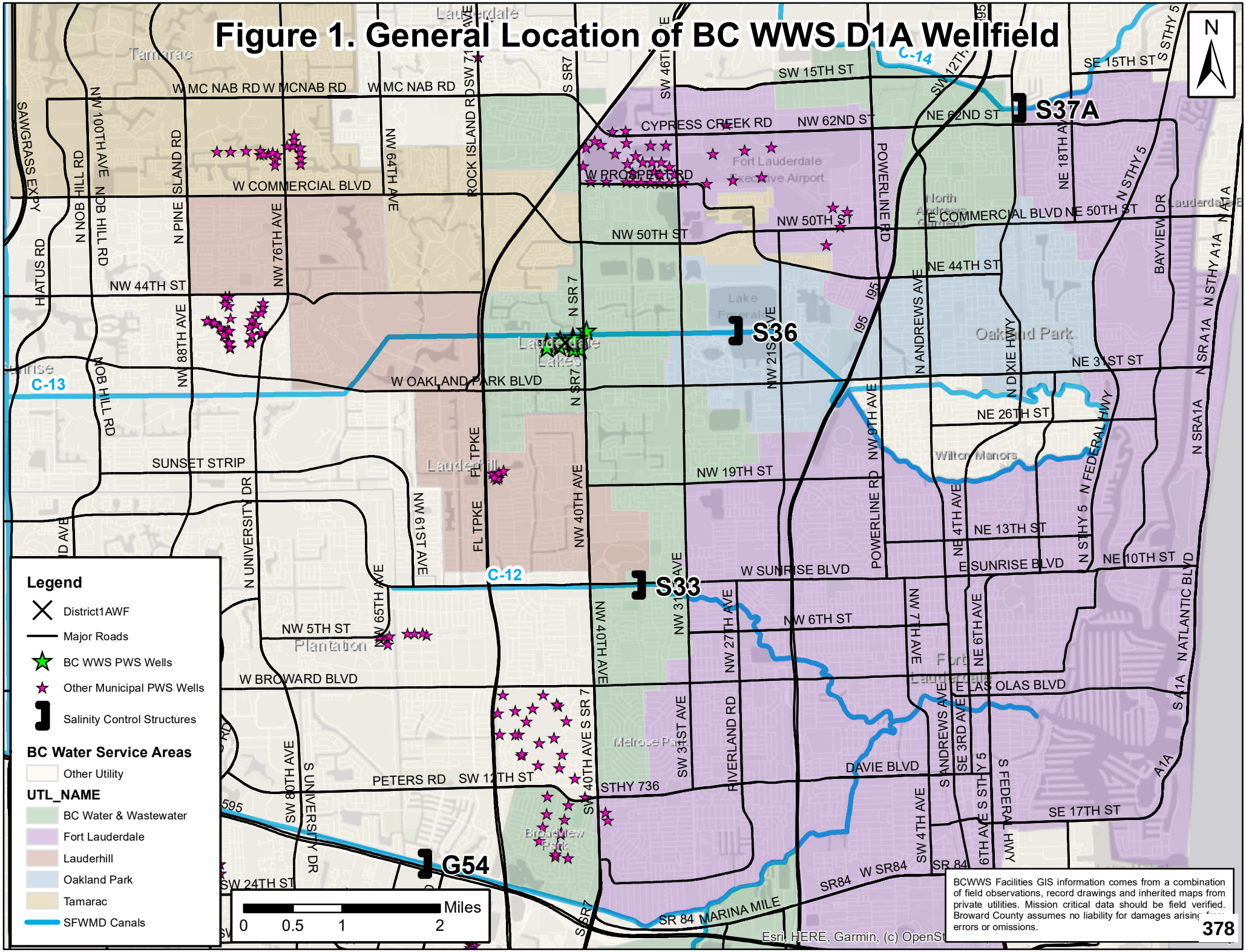


EXHIBIT NO: 3A

Figure 2. PWS Well Locations of BC WWS D1A Wellfield

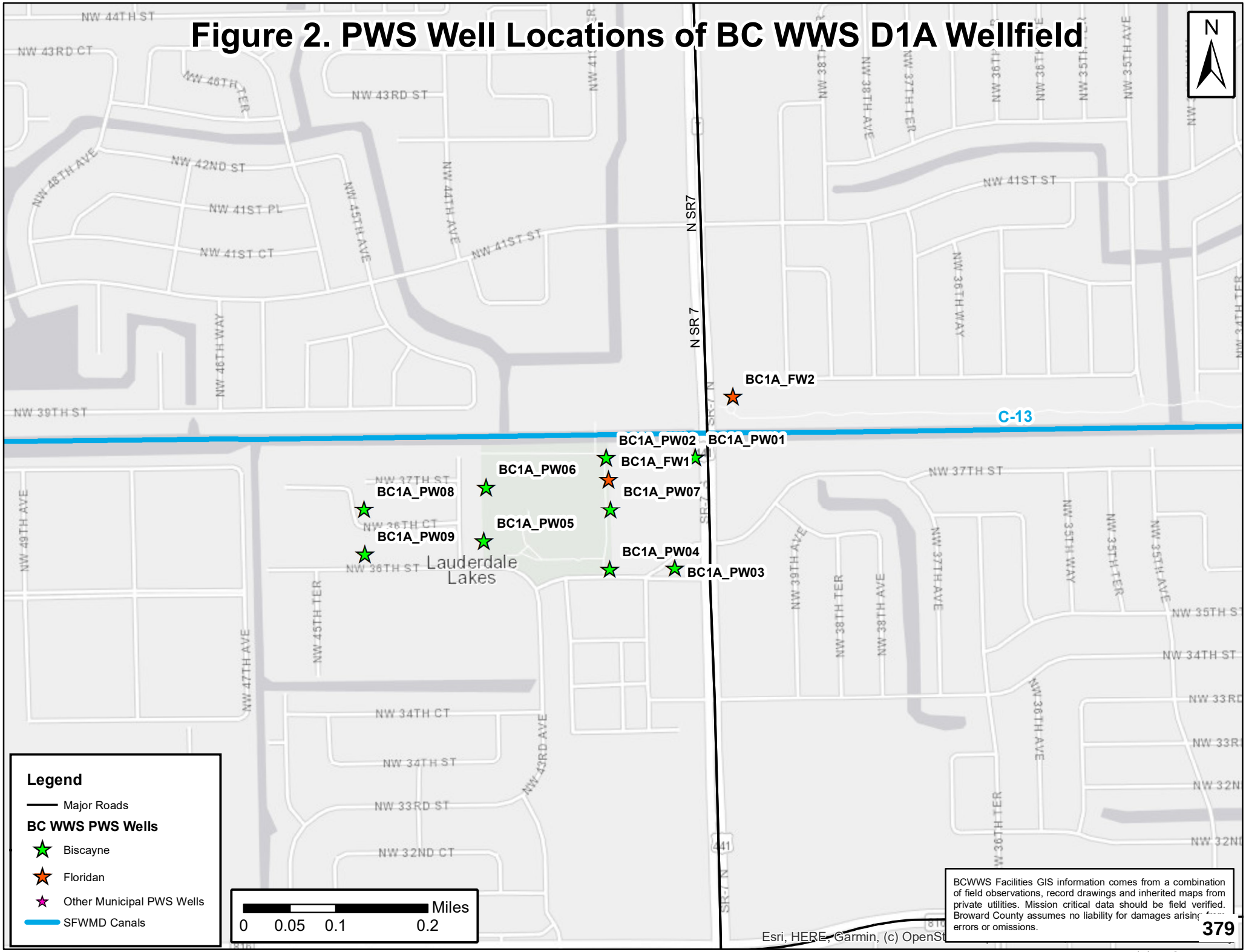
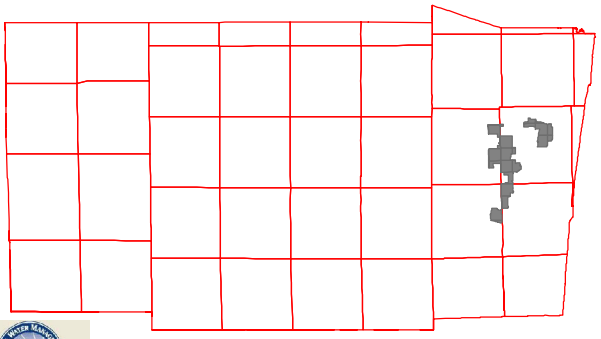


EXHIBIT NO: 3B





BROWARD COUNTY, FLORIDA

◆ Well

N

Application No: 200706-5

Map Date: 2020-08-13

Permit No: 06-00146-W

Sec 3, 4, 7, 9-11, 14, 15, 18-20, 29-31 / Twp 49 / Rge 42

Sec 13, 24 / Twp 50 / Rge 41

Sec 6, 7 / Twp 50 / Rge 42

Sec 12, 13, 24, 25 / Twp 49 / Rge 41

Project Name: BROWARD COUNTY DISTRICT 1

0 0.3 0.6 Miles

Exhibit No: 2C

TABLE - A
Description Of Wells.

Application Number: 200706-5

Well ID	21419	21418	21420	21421	21422	21423
Name	1 (1A)	2 (1A)	3 (1A)	4 (1A)	5 (1A)	6 (1A)
Map Designator	1 (1A)	2 (1A)	3 (1A)	4 (1A)	5 (1A)	6 (1A)
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	12	12	12	12	20	20
Total Depth(feet)	100	100	100	100	94	100
Cased Depth(feet)	72	70	89	76	84	75
Facility Elev. (ft. NGVD)						
Screened Interval						
From	0	0	0	0	0	0
To	0	0	0	0	0	0
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)	16	24	24	26	26	31
Pump Capacity(GPM)	1100	1150	1150	1200	2100	2100
Year Drilled					1974	1982
Planar Location						
Source	APPLICANT	APPLICANT	APPLICANT	APPLICANT	Migrate	APPLICANT
Feet East	917399	916886	917280	916907	916185	916197
Feet North	669213	669210	668578	668571	668734	669041
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Exhibit No: 4

TABLE - A
Description Of Wells.

Application Number: 200706-5

Well ID	21424	21425	21426	220600	220601	220602
Name	7 (1A)	8 (1A)	9 (1A)	F-1 (1A)	F-2 (1A)	F-3 (1A)
Map Designator	7 (1A)	8 (1A)	9 (1A)	FW-1 (1A)	FW-2 (1A)	FW-3 (1A)
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	P
Well Diameter(Inches)	20	12	12	17.4	17.4	18
Total Depth(feet)	100	145	147	1250	1250	1250
Cased Depth(feet)	75	80	80	1150	1035	1000
Facility Elev. (ft. NGVD)						
Screened Interval						
From	0	80	82			
To	0	90	92			
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	Turbine	Submersible	Submersible	None	None	Turbine
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)	33	0	0			
Pump Capacity(GPM)	2100	2700	2700	700	700	1400
Year Drilled	1982	1991	1991	2014	2014	
Planar Location						
Source	Migrate	Migrate	APPLICANT	DIGITIZED	DIGITIZED	DIGITIZED
Feet East	916637	915498	915502	916894	917613	913480
Feet North	668861	668915	668658	669089	669560	669095
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Upper Floridan Aquifer	Upper Floridan Aquifer	Upper Floridan Aquifer

Exhibit No: 4

TABLE - A
Description Of Wells.

Application Number: 200706-5

Well ID	220603	220865	270104
Name	F-4 (1A)	MW-1 (1A)	MW-2 (1A)
Map Designator	FW-4 (1A)	MW-1 (1A)	MW-2 (1A)
FLUWID Number			
Well Field			
Existing/Proposed	P	E	E
Well Diameter(Inches)	18	2	2
Total Depth(feet)	1250	94	90
Cased Depth(feet)	1000	89	83
Facility Elev. (ft. NGVD)		9.93	
Screened Interval			
From		80	85
To		90	90
Pumped Or Flowing	P	P	P
Pump Type	Turbine	None	None
Pump Int. Elev.			
Feet (NGVD)		12.61	7.56
Feet (BLS)			
Pump Capacity(GPM)	1400	0	0
Year Drilled		2014	2018
Planar Location			
Source	DIGITIZED	REVIEWER	
Feet East	913132	917613	916648
Feet North	669118	669519	666584
Accounting Method	Flow Meter	None	None
Use Status	Monitor	Monitor	Monitor
Water Use Type	Public Water Supply Monitor	Monitor	Monitor
Aquifer	Upper Floridan Aquifer	Biscayne Aquifer	Biscayne Aquifer

Exhibit No: 4

BROWARD COUNTY C-51 PHASE 1 POTENTIAL ALTERNATIVE SCHEDULE

Milestones	Milestone Dates
PBA/BROWARD AGREEMENT MILESTONES	
AGREEMENT SIGNED Palm Beach Aggregates (PBA) and Broward County for C-51 Storage allocation Amendment 1 – 3/2019; Amendment 2 – 1/2020	**5/2/2017 ACTUAL**
SOLICITATION PERIOD END As of July 2020, the total 35 MGD of Phase 1 is under agreement. The project has begun construction financing which will allow for construction to commence.	N/A
PROJECT SANCTION DATE Notice is given to participants that construction may begin because permits, commitments and financing has been established	May 2020
PBA C-51 RESERVOIR COMPLETION SCHEDULE MILESTONES	
COMMENCEMENT OF CONSTRUCTION Construction begins	December 2020
CONSTRUCTION SUBSTANTIALLY COMPLETE Construction completed	September 2022
COMMENCEMENT OF OPERATIONS C-51 Reservoir is fully operational	December 2022
ALTERNATIVE MILESTONES	
DELAY OF COMMERCIAL OPERATION DATE Determination that the commercial operation date will not occur on schedule. County will initiate Alternative Water Supply (AWS) Evaluation Study Update and begin negotiation with neighboring utilities for temporary water supply.	September 2021
AWS PROJECT IMPLEMENTATION County will implement AWS project design	April 2022
AWS PROJECT COMPLETION	May 2024

Updated 02/13/2020

	DISTRICT 1 PAST 5-YEAR WATER USE											
	District 1 Raw Water							District 1 Finished Water				
	Total RAW Flow (MG)	Avg Day (MGD)	Ave Mo (MGM)	Max Mo (MGM)	Max Mo : Avg Day Ratio	Max Mo : Avg Mo Ratio	Per Capita Use (GPCD)	Total FINISHED Flow (MG)	Avg Day (MGD)	Population	Per Capita Use (GPCD)	Raw/ Finished Ratio
2015	2,886	7.91	240.51	266.68	33.73	1.11	105	2,740	7.51	75,546	99	1.05
2016	2,849	7.78	237.42	252.80	32.48	1.06	103	2,681	7.33	75,615	97	1.06
2017	2,809	7.70	234.11	257.18	33.41	1.10	102	2,686	7.36	75,683	97	1.05
2018	2,699	7.40	224.94	249.28	33.71	1.11	98	2,565	7.03	75,661	93	1.05
2019	2,779	7.61	231.58	247.57	32.52	1.07	100	2,607	7.14	75,779	94	1.07
5YR Avg.	2,805	7.68	233.71	254.70	33.17	1.09	102	2,656	7.27	75,657	96	1.06
3YR Avg.	2,763	7.57	230.21	251.34	33.21	1.09	100	2,619	7.18		95	1.05

Note: Calculations of annual flow based on calendar year

Population based on 2014 Water Supply Facilities Work Plan Update 2014 for 2010 through 2014

Population based on Alternative Water Supply Conceptual Master Plan Update 2018 for 2015 through 2019

DISTRICT 1 PROJECTED RAW WATER USE

YEAR	POPULATION	PCU (RAW)	RAW WATER DEMANDS (MGD)	RAW WATER DEMANDS (MGY)	MAX-MO. PEAKING RATIO (MGD)	MAX-MO. DEMANDS (MGD)	MAX-MO. DEMANDS (MGM)
2020	85,750	102	8.75	3,193.75	1.09	9.54	290.18
2030	94,977	102	9.69	3,536.85	1.09	10.56	321.20
2040	101,686	102	10.37	3,785.05	1.09	11.30	343.71
2045	103,346	102	10.54	3,847.10	1.09	11.49	349.49
2055	106,299	102	10.84	3,956.60	1.09	11.82	359.53
2065	107,204	102	10.93	3,989.45	1.09	11.91	362.38

Note: Population based on 2018 SFWMD LEC Regional Water Supply Plan Update

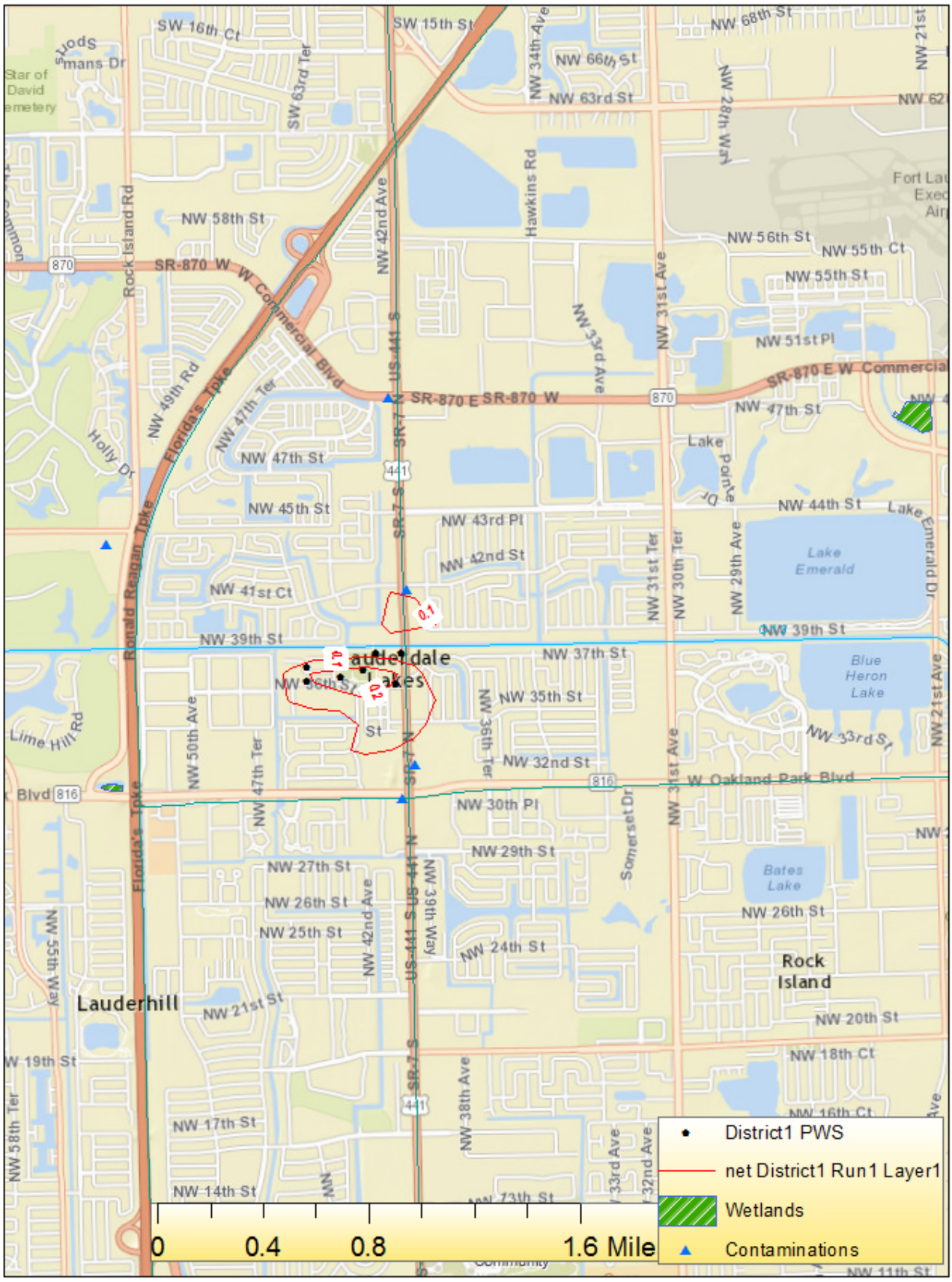


Exhibit 9 Production Wells and Net Drawdown in Layer 1 for District1 Run1 (ft)

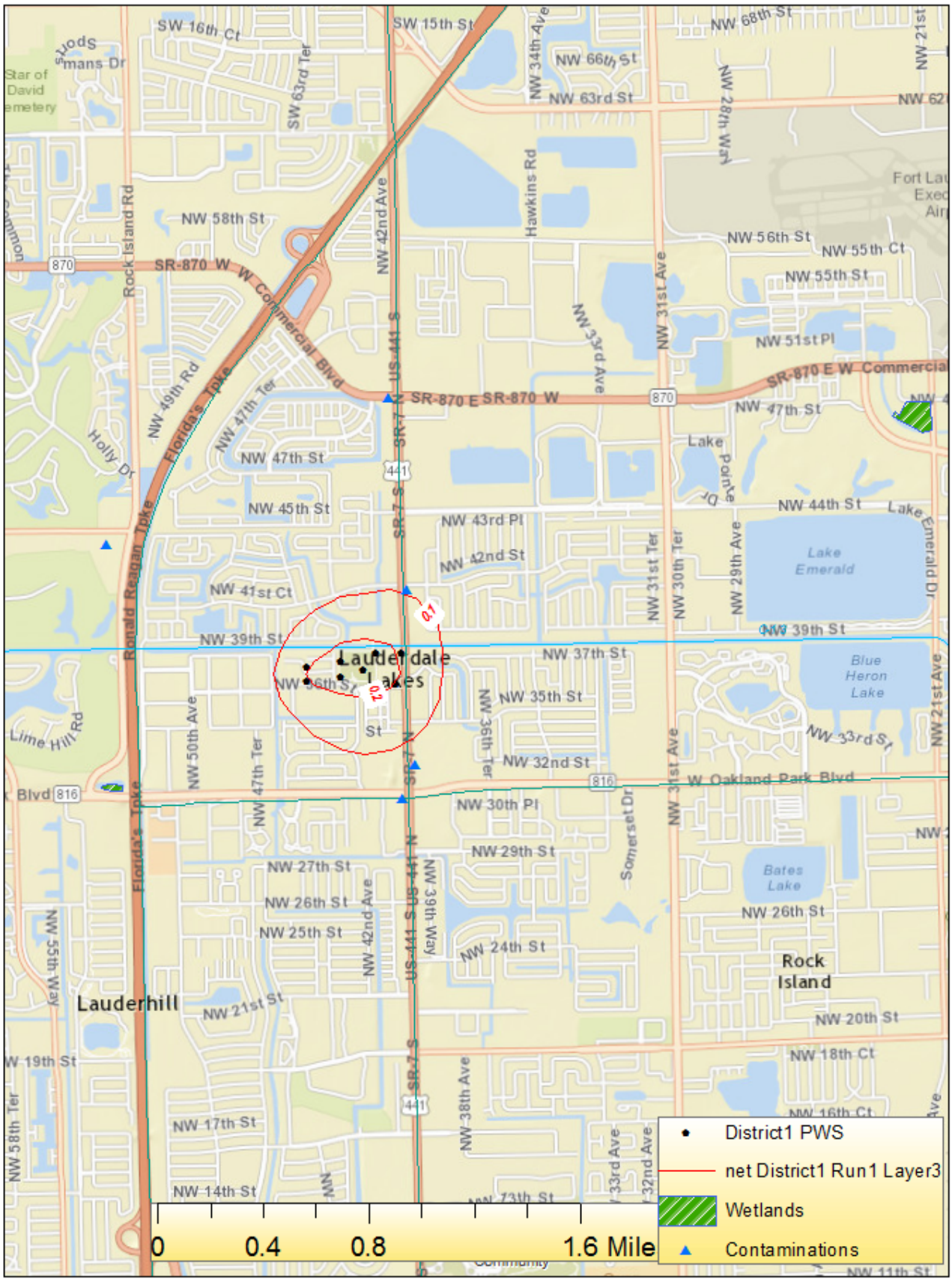


Exhibit 10 Production Wells and Net Drawdown in Layer 3 for District1 Run1 (ft)

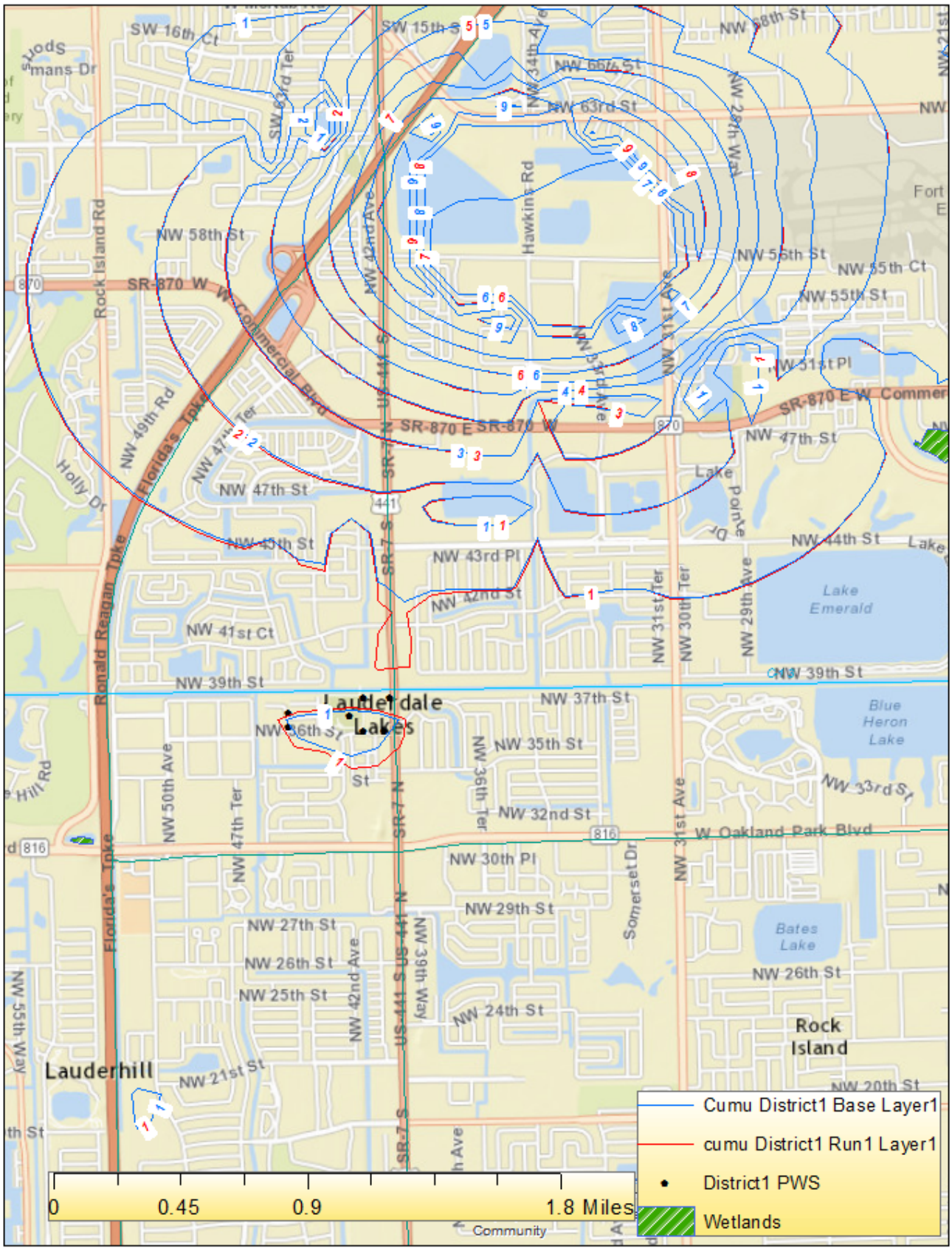


Exhibit 11 Production Wells and Cumulative Drawdown in Layer 1 (ft)

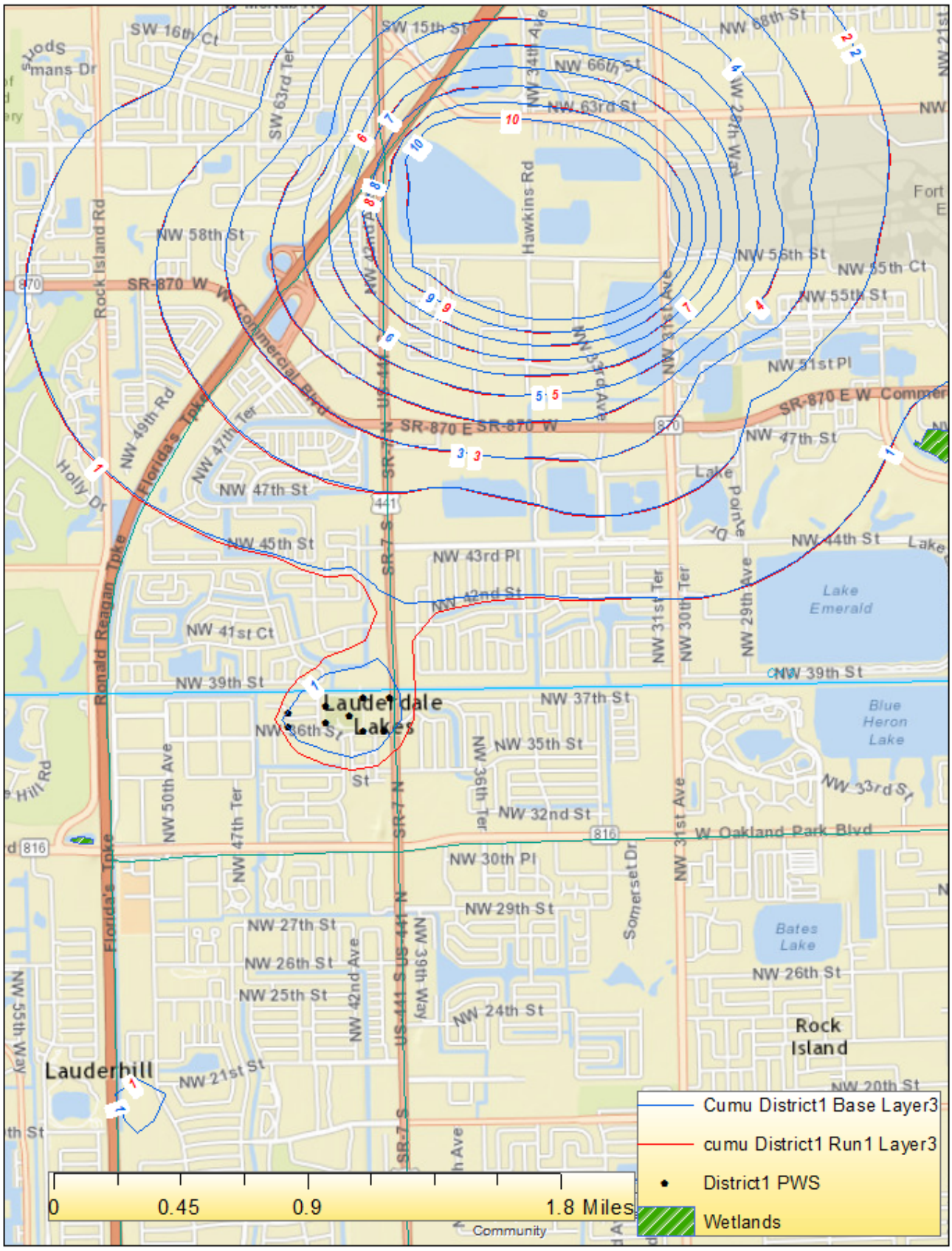


Exhibit 12 Production Wells and Cumulative Drawdown in Layer 3 (ft)

==========

WinFlow

Analytical Model of 2D Ground-Water Flow

Developed by

James O. Rumbaugh, III

Douglas B. Rumbaugh

(c) 1995-2011 Environmental Simulations, Inc.

==========

Date: 8/28/2020

Time: 07:59:33.00

Input File: BC-1_FAS_2-86_DD.AQF

==========

Model Entities

Number of Wells = 2

Well #1

Center of Well -- x: 913132.000000 y: 669118.000000

Radius = 6.000000 ft

Pumping Rate = -191176.000000 cu ft/d (1,429,996.5 GPD)

Head at Well Radius = 14.395536 ft

Well #2

Center of Well -- x: 916907.000000 y: 669102.000000

Radius = 6.000000 ft

Pumping Rate = -191176.000000 cu ft/d (1,429,996.5 GPD)

Head at Well Radius = 14.390707 ft

Aquifer Properties

.... Transient Flow Model ....

Permeability.....= 17380.000000 ft/d

Porosity.....= 0.200000

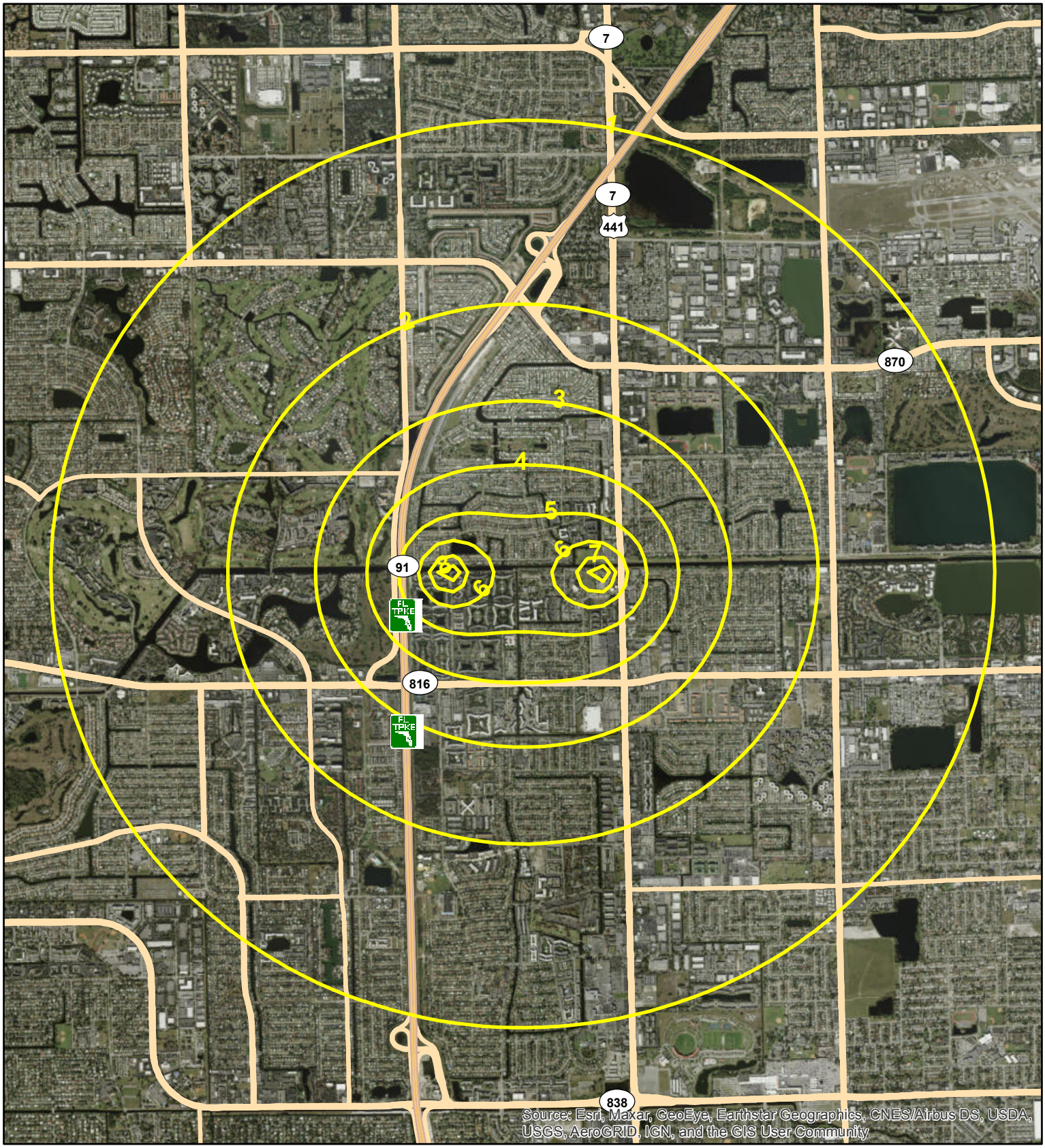
Storage.....= 0.000370

Leakage factor.....= 9322.000000 ft (0,0002/Day)

Elevation of Aquifer Top....= -1000.000000 ft

Elevation of Aquifer Bottom.= -1001.000000 ft

Model Results Computed at Time = 90.000000 d



FAS DRAWDOWN CONTOURS
T= 17,380 SQ-FEET/DAY (130,000 GPD/FT)
S = 0.00037, L = 0.0002/DAY
Q = 2.86 MGD (1.43 MGD EA. FROM F1 AND F3)
CONTOUR INTERVAL = 1.0 FEET

0 0.5 1 2 Miles

EXHIBIT NO: 9 PAGE 2

Figure 5. BC WWS District 1A Wellfield Wetlands

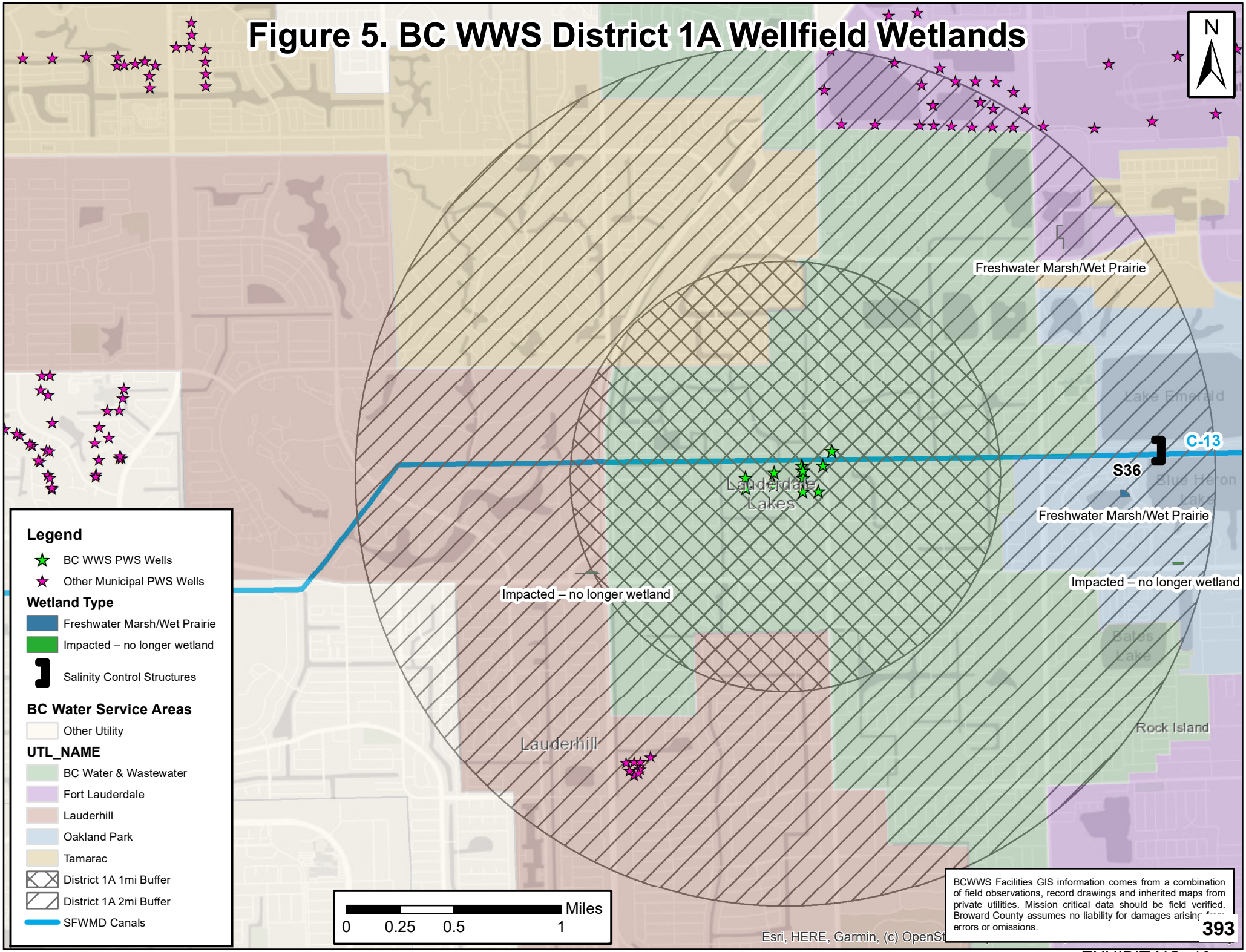


EXHIBIT NO: 10

Requirement by Permit Condition Report

App No: 200706-5
Permit No: 06-00146-W
Project Name: BROWARD COUNTY DISTRICT 1

Permit Condition No: 11 **Permit Condition Code:** WUSTD021-2

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - 1 (1A)	Calibration report for WELL 1 (1A)	Every Five Years	Every Five Years	30-APR-2023
WELL - 2 (1A)	Calibration report for WELL 2 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - 3 (1A)	Calibration report for WELL 3 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - 4 (1A)	Calibration report for WELL 4 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - 5 (1A)	Calibration report for WELL 5 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - 6 (1A)	Calibration report for WELL 6 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - 7 (1A)	Calibration report for WELL 7 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - 8 (1A)	Calibration report for WELL 8 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - 9 (1A)	Calibration report for WELL 9 (1A)	Every Five Years	Every Five Years	28-FEB-2023
WELL - F-1 (1A)	Calibration report for WELL F-1 (1A)	Every Five Years	Every Five Years	31-JAN-2021
WELL - F-2 (1A)	Calibration report for WELL F-2 (1A)	Every Five Years	Every Five Years	31-JAN-2021
WELL - F-3 (1A)	Calibration report for WELL F-3 (1A)	Every Five Years	Every Five Years	30-APR-2021
WELL - F-4 (1A)	Calibration report for WELL F-4 (1A)	Every Five Years	Every Five Years	30-APR-2021

Permit Condition No: 12 **Permit Condition Code:** WUSTD022-2

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - 1 (1A)	Monthly withdrawal for WELL 1 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 2 (1A)	Monthly withdrawal for WELL 2 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 3 (1A)	Monthly withdrawal for WELL 3 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 4 (1A)	Monthly withdrawal for WELL 4 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 5 (1A)	Monthly withdrawal for WELL 5 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 6 (1A)	Monthly withdrawal for WELL 6 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 7 (1A)	Monthly withdrawal for WELL 7 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 8 (1A)	Monthly withdrawal for WELL 8 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - 9 (1A)	Monthly withdrawal for WELL 9 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - F-1 (1A)	Monthly withdrawal for WELL F-1 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - F-2 (1A)	Monthly withdrawal for WELL F-2 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - F-3 (1A)	Monthly withdrawal for WELL F-3 (1A)	Monthly	Quarterly	31-JAN-2021

Exhibit No: 11

Requirement by Permit Condition Report

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - F-4 (1A)	Monthly withdrawal for WELL F-4 (1A)	Monthly	Quarterly	31-JAN-2021
Permit Condition No: 19	**Permit Condition Code:** WUZZUD001-4			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Unaccounted for Distribution Losses for PERMIT	Yearly	Yearly	30-APR-2021
Permit Condition No: 22	**Permit Condition Code:** WUWC004-1			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
WELL - F-3 (1A)	Summary of Groundwater Facilities for WELL F-3 (1A)	One time Only	One time Only	01-MAY-2021
WELL - F-4 (1A)	Summary of Groundwater Facilities for WELL F-4 (1A)	One time Only	One time Only	01-MAY-2021
Permit Condition No: 24	**Permit Condition Code:** WURWF007-2			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Annual reclaimed water report for PERMIT	Yearly	Yearly	30-APR-2021
Permit Condition No: 25	**Permit Condition Code:** WUZZUD001-4			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Authorization Request for withdrawals above base condition	One time Only	One time Only	01-SEP-2022
Permit Condition No: 27	**Permit Condition Code:** WUZZUD001-2			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Authorization for facility to account for deliveries of offset water	One time Only	One time Only	01-SEP-2022
PERMIT	Calibration for facility to account for deliveries of offset water	Every Five Years	Every Five Years	01-SEP-2022
Permit Condition No: 28	**Permit Condition Code:** WUZZUD001-4			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Offset water use deliveries	Monthly	Monthly	30-NOV-2020
Permit Condition No: 30	**Permit Condition Code:** WUZZUD001-3			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Updated signed copy of changes made to the Agreement	One time Only	One time Only	30-SEP-2022
Permit Condition No: 31	**Permit Condition Code:** WUZZUD001-2			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Annual update on progress of C-51 Reservoir	Yearly	Yearly	31-AUG-2021
Permit Condition No: 33	**Permit Condition Code:** WUCOMP010-1			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
PERMIT	Ten-Year Compliance Report for PERMIT	Every Ten Years	Every Ten Years	31-OCT-2030
Permit Condition No: 34	**Permit Condition Code:** WUSLT001-2			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
WELL - F-4 (1A)	Chloride for Well F-4 (1A)	Quarterly	Quarterly	31-JAN-2021
Permit Condition No: 35	**Permit Condition Code:** WUWLM001-4			
Facility Name	**Requirement Name**	**Col Freq**	**Sub Freq**	**Due Date**
WELL - MW-1 (1A)	Water Level for Well MW-1 (1A)	Monthly	Quarterly	31-JAN-2021
WELL - MW-2 (1A)	Water Level for Well MW-2 (1A)	Monthly	Quarterly	31-JAN-2021

Exhibit No: 11

Requirement by Permit Condition Report

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - F-4 (1A)	Water Level for Well F-4 (1A)	Quarterly	Quarterly	31-JAN-2021

Exhibit No: 11

STAFF REPORT DISTRIBUTION LIST

BROWARD COUNTY DISTRICT 1

Application No: 200706-5

Permit No: 06-00146-W

INTERNAL DISTRIBUTION

X Stephanie Lancaster, P.G.

EXTERNAL DISTRIBUTION

X Permittee - Broward County Water and Wastewater Services
X Agent - Broward County Water and Wastewater Services
X Other Interested Party - Broward County Water and Wastewater Services

GOVERNMENT AGENCIES

X Broward County - Director, Water Mgmt Div
X Dept of Environmental Protection - West Palm Beach
X FDEP Div of Recreation and Park - District 5

OTHER INTERESTED PARTIES

X Natural Resources Defense Council

Exhibit No:12

APPENDIX C

Fort Lauderdale Public Water Supply # 06-00123-W

South Florida Water Management District
Water Use Individual Permit

Application Number: 250205-49849 **Permit Number:** 06-00123-W

Date Issued: April 28, 2025 **Expiration Date:** December 27, 2065

Permittee: City Of Fort Lauderdale
Public Works Department 949 NW 38th Street
Fort Lauderdale , FL 33309

Project Name: Fort Lauderdale Public Water Supply

Project Location: Broward County **Permit Status:** Administrative Modification

AUTHORIZING:

The use of groundwater from the Biscayne aquifer and the Floridan aquifer system to supply raw water for public water supply use with an annual allocation of 24,387.80 million gallons.

This is to notify you of the South Florida Water Management District's (District) agency action concerning the application. This action is taken pursuant to Chapter 373, Part II, Florida Statutes (F.S.), Rule 40E-1.603 and Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided and certified to, District rules have been adhered to and a Water Use Individual Permit is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57, F.S. and Section 120.569, F.S., or a request for a judicial review pursuant to Section 120.68, F.S.
2. The attached Permit Conditions.
3. The attached exhibits.

By acceptance and utilization of the water authorized under this permit, the Permittee agrees to hold and save the District and its successors harmless from any and all damages, claims or liabilities that may arise by reason of the construction, maintenance or use of activities authorized by this permit. Should you object to the permit, please refer to the attached "Notice of Rights" that addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition or request, please provide written objections, petitions, requests and/or waivers to: Office of the District Clerk, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, or by email to clerk@sfwmd.gov.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) on April 28, 2025, in accordance with Section 120.60 (3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (www.sfwmd.gov/RegPermitting).

Simon Sunderland, P.G.
Water Use Bureau Chief

SPECIAL PERMIT CONDITIONS

1. This permit is issued to: CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT 949 N W 38TH STREET FORT LAUDERDALE, FL 33309
2. This permit shall expire on December 27, 2065.
3. Use classification is: Public Water Supply
4. Source classification is: Groundwater from: Biscayne Aquifer Floridan Aquifer System
5. Allocation:

   Total annual allocation is 24,387.8 million gallons (MG). (66.82 MGD).

   Total maximum monthly allocation is 2,195.1 MG.

   The allocation for the Floridan aquifer system shall expire on January 12, 2051.

   Between January 12, 2041 and December 27, 2065, without renewal of the base condition allocation, withdrawals from the Biscayne aquifer that are offset from the C-51 Reservoir, Phase 1 Project shall be limited to:

   Annual allocation shall not exceed 1,095 MG (3.0 MGD).

   Maximum monthly allocation shall not exceed 98.65 MG.

   These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

   If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

   1. All other conditions of the permit are met; and
   2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

   Withdrawals from the Biscayne aquifer are further restricted by wellfield as follows:

   Biscayne aquifer:
   Total annual allocation is 19,181 million gallons (MG) (52.55 MGD).

   Total maximum monthly allocation is 1,726.29 million gallons (MG).

   Peele-Dixie Wellfield:
   Total annual allocation is 5,475 million gallons (MG). (15 MGD).

Total maximum monthly allocation is 492.75 million gallons (MG).

Prospect Wellfield:
Total annual allocation is 15,853 million gallons (MG). (43.43 MGD).

Total maximum monthly allocation is 1,426.77 million gallons (MG).

When the required volume of offset water has been delivered to the Project, the following allocation shall apply to the sources and wellfields:

Biscayne aquifer:
Total annual allocation is 20,276 million gallons (MG) (55.55 MGD).

Total maximum monthly allocation is 1,824.84 million gallons (MG).

Peele-Dixie Wellfield:
Total annual allocation is 5,475 million gallons (MG). (15 MGD).

Total maximum monthly allocation is 492.75 million gallons (MG).

Prospect Wellfield:
Total annual allocation is 16,948 million gallons (MG). (46.43 MGD).

Total maximum monthly allocation is 1,525.32 million gallons (MG).

Withdrawals from the Floridan aquifer system are restricted as follows:

Total Annual Allocation is 4,111.8 million gallons (MG) 11.27 MGD.

Total maximum monthly allocation is 370.1 million gallons (MG).

6. Withdrawal facilities: Groundwater - Proposed:

11 - 16" X 1200' X 3300 GPM Wells Cased To 1000 Feet
3 - 20" X 1200' X 1400 GPM Wells Cased To 1000 Feet

Groundwater - Existing:

1 - 16" X 1200' X 2100 GPM Well Cased To 1055 Feet
1 - 20" X 1205' X 1400 GPM Well Cased To 1015 Feet
1 - 17" X 90' X 2100 GPM Well Cased To 66 Feet
2 - 12" X 76' X 0 GPM Wells Cased To 61 Feet
1 - 17" X 91' X 2100 GPM Well Cased To 82 Feet
4 - 24" X 120' X 2800 GPM Well Cased To 90 Feet
2 - 18" X 98' X 2100 GPM Wells Cased To 82 Feet
1 - 17" X 103' X 2100 GPM Well Cased To 82 Feet
1 - 17" X 101' X 2100 GPM Well Cased To 80 Feet
1 - 17" X 100' X 2100 GPM Well Cased To 80 Feet
5 - 16" X 120' X 2100 GPM Wells Cased To 100 Feet
1 - 17" X 144' X 2100 GPM Well Cased To 105 Feet
1 - 17" X 90' X 2100 GPM Well Cased To 68 Feet
1 - 20" X 1505' X 1400 GPM Well Cased To 1015 Feet
1 - 17" X 90' X 2100 GPM Well Cased To 62 Feet
1 - 17" X 96' X 2100 GPM Well Cased To 70 Feet

1 - 12" X 80' X 0 GPM Well Cased To 68 Feet
1 - 17" X 103' X 2100 GPM Well Cased to 100 Feet
3 - 17" X 120' X 2100 GPM Wells Cased To 100 Feet
1 - 17" X 90' X 2100 GPM Well Cased To 75 Feet
1 - 17" X 109' X 2100 GPM Well Cased to 90 Feet
1 - 18" X 102' X 2100 GPM Well Cased To 82 Feet
1 - 17" X 150' X 2100 GPM Well Cased To 112 Feet
1 - 17" X 95' X 2100 GPM Well Cased To 82 Feet
5 - 24" X 120' X 1750 GPM Wells Cased To 90 Feet
2 - 17" X 0' X 2100 GPM Uncased Wells
1 - 24" X 125' X 1750 GPM Well Cased To 100 Feet
1 - 18" X 99' X 2100 GPM Well Cased To 81 Feet
1 - 17" X 116' X 2100 GPM Well Cased To 81 Feet

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.

9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.

10. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.

11. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.

12. Monthly withdrawals for each withdrawal facility shall be reported to the District quarterly. The water accounting method and means of calibration shall be stated on each report.

13. The Permittee shall notify the District within 30 days of any change in service area boundary that results in a change in demand that affects its permitted allocation. The allocation shall be modified to effectuate such change.

14. The Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.

15. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.

16. The Standard Water Conservation Plan described in Subsection 2.3.2.F.1.a of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and Exhibit 8 (Application 200903-2) must continue being implemented.

17. The Permittee shall notify the District within 30 days of entering into an inter-local agreement, contract, or other similar instrument to deliver or receive water outside of its service area or to serve a demand not identified to determine the allocation described in this permit. A copy of such agreement shall be provided to the District. The monthly volume of water delivered and/ or received via each inter-local agreement, contract, or other similar instrument shall be

submitted to the District at the same reporting frequency as the withdrawals for each withdrawal facility required in this permit.

18. The Permittee shall implement the wellfield operating plan submitted in support of the permit application, as described in the District staff report.

19. The Permittee shall determine unaccounted-for distribution system losses (for the entire distribution system) on a monthly basis, including the way these losses are calculated. Reports shall be submitted to the District on a yearly basis and are due by April 30th of each year. If unaccounted for loss is greater than 10 percent for any given year, the Permittee shall submit to the District for approval, a formal leak detection program that meets the requirements of Subsection 4.1.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, to address the reduction of such water loss.

20. The Permittee shall maintain an accurate flow meter at the point of discharge from the treatment plant for the purpose of measuring the daily flow of water.

21. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) or Surface Water (Pump or Culvert) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) at least 30 days prior to a change in any facility status (e.g. installation, relocation, abandonment) to include all specifications of the well, pump or culvert (e.g. actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters, culvert type, length, cross-section, diameter, height, width, invert elevation, control device, and water use accounting method).

22. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.

23. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised the proposed well locations and resulting impacts must be in compliance with all permitting criteria and performance standards in effect at that time.

24. Entities that control, either directly or indirectly, a wastewater treatment plant and/or reuse distribution system, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (A) the status of distribution system construction, including location and capacity of lines; (B) a summary of uncommitted supplies for the next year; (C) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (D) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

25. Prior to the initial withdrawal above the established base condition water use permitted by offset water, authorization must be granted by the District.

26. The C-51 Reservoir Project Phase 1 is not currently fully operational. For the purpose of this consumptive use permit, the District defines fully operational as the reservoir is fully constructed, all pumps are in place and operational, a District approved flow route to provide offsets to the Project is determined, all agreements with 298 districts are finalized, and water deliveries can be made to the Project and properly accounted for as offset water. In the event C-51 Reservoir, Phase 1 Project water is not available when demands exceed the Biscayne

aquifer base condition and the FAS allocation, the Permittee shall modify the Permit to meet the additional demands from the FAS (or other alternatie water supply).

27. Prior to receiving offset water from the C-51 Reservoir, Phase 1, the details of the location and configuration of the facility(s) to account for deliveries of offset water to offset additional withdrawals from the Biscayne aquifer Prospect Wellfield shall be submitted to the District for approval. The intent of the accounting facility is to ensure that offset water is delivered in the quantities needed and to ensure that the Permittee is obtaining the quantities of water to meet the conditions for permit issuance. Measuring flows will provide reasonable assurances that offset water deliveries are made. Using canal water level elevation data is not sufficient since the data can be influenced by many factors. Prior to the use of this facility(s), it shall be equipped with a District-approved water use accounting system and a report of calibration shall be submitted to the District prior to the delivery of offset water, pursuant to Subsection 4.1 of the AH. In addition, a report of recalibration for the facility shall be submitted to the District for this facility every five years from each previous calibration, continuing at five-year increments. This condition does not require the Permittee to construct a structure or water accounting apparatus to quantify offset deliveries of C-51 Reservoir, Phase 1 water. The use of an appropriately located existing facility is sufficient. Similarly, the calibration reports for the structure or water accounting facility can be obtained from its owner and provided by the Permittee to the District.

28. The Permittee shall record and submit monthly to the District the C-51 Reservoir, Phase 1 offset water use deliveries from the District approved facility. The water accounting method and means of calibration shall be stated on each report.

29. Withdrawals above the established Biscayne aquifer base condition water use of 1,726.29 million gallons maximum month and 19,181 million gallons annual (52.55 million gallons per day) are only authorized if the Permittee has received the required offset water to prevent an increase in volume or change in timing of surface and groundwater withdrawn from the Lower East Coast Everglades Waterbodies over the base condition water use. Such withdrawals must be consistent with the operational plan described in Special Permit Condition 32.

30. Within 30 days of execution, the Permittee shall submit an updated signed copy of any changes made to the Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir, or similar instrument, to the District.

31. On January 31, 2022 and each year thereafter, the Permittee shall provide an annual update to the District on the progress of the C-51 Reservoir Phase 1 Project. Once the C-51 Reservoir, Phase 1 becomes fully operational, as defined herein, the Permittee shall cease submitting the annual update on the progress of the C-51 Reservoir Phase 1.

32. The Permittee acknowledges that an Operating Plan for the C-51 Reservoir, Phase 1 has not been finalized. The Permittee shall comply with the final operating plan approved by the District prior to the use of offset water above the established base condition water use.

33. Pursuant to Section 373.236(4), F.S., every ten years from the date of permit issuance, the Permittee shall submit a water use compliance report for review and approval by District Staff to SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

34. The Permittee shall implement the following saline water intrusion monitoring program: The five conductivity profile wells at the Peele-Dixie Wellfield and the five conductivity profile wells at the Prospect Wellfield shall be monitored and the data submitted semi-annually (twice per year), once at the end of the wet season, and once at the end of the dry season. The folowing production wells shall be sampled monthly for chloride concentration in months when the wells are used for water supply and submitted to the District quarterly: 27-Dixie, 28-Dixie, 29-Dixie, 30-Dixie, 31-Dixie, 32-Dixie, 33-Dixie, 34-Dixie, 35-Dixie, and 36-Dixie.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance. The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.

5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

   B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.

9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement

of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    B. Reduction in water levels that harm the hydroperiod of wetlands,

    C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

    D. Harmful movement of contaminants in violation of state water quality standards, or

    E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

    A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

    B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

    C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

PERMIT INFORMATION

Application Number: 250205-49849

Permit Number: 06-00123-W

Project Name: Fort Lauderdale Public Water Supply

Location: Broward County

Applicant's Name and Address: City Of Fort Lauderdale
Env Program Coord 949 NW 38th Street
Fort Lauderdale , FL 33309

City Of Fort Lauderdale
Public Works Department 949 NW 38th Street
Fort Lauderdale , FL 33309

Water Use Classification: Public Water Supply

Sources:

Groundwater	Surface Water
Biscayne Aquifer Floridan Aquifer System	

Authorized Allocations:

Total Annual Allocation (MG)	Total Maximum Monthly Allocation (MG)
24387.80	2194.94

Project Description:
The purpose of this administrative modification is to update the construction details for monitor well MW-1. The original two-inch diamater monitor well (MW-1) was abandoned and replaced with a four-inch diamter monitor well (MW-1A).

The City of Fort Lauderdale (City) provides water to a diverse group of users both within and outside the City limits. The City's water service area covers approximately 43 square miles and accounts for approximately one-tenth the total area of urban Broward County (See Exhibits 1 and 2). The City of Fort Lauderdale is the single largest purveyor of potable water in Broward County. This includes retail customers residing in the Roosevelt Gardens, Franklin Park, Washington Park, and Boulevard Gardens communities of unincorporated Broward County. Other retail customers include residential, commercial, and industrial properties within the City of Fort Lauderdale, Lazy Lake, and a portion of Lauderdale-by-the-Sea. The utility also maintains wholesale agreements for potable water supply with Broward County Water and Wastewater Services; Cities of Oakland Park, Wilton Manors, and Tamarac; Town of Davie and Port Everglades. In addition, Ft. Lauderdale is an international travel destination and serves tourists year-round. The City previously obtained all of its raw water supply from two independently operated Biscayne aquifer wellfields, the Peele-Dixie Wellfield (treated at the Peele-Dixie Water Treatment Plant [WTP]) and the Prospect Wellfield (treated at the Fiveash WTP). The Peele-Dixie Wellfield consists of 10 existing

facilities withdrawing from the Biscayne aquifer and 2 existing and 6 proposed facilities permitted to withdraw from the Floridan aquifer system. The Prospect Wellfield consists of 32 existing facilities withdrawing from the Biscayne aquifer and 8 proposed facilities permitted to withdraw from the Floridan aquifer System (FAS). The Peele-Dixie WTP uses nanofiltration and was put into service on the site of the previous lime-softening plant in 2008. The treatment capacity is 12.75 million gallons per day (MGD). The facility was designed to be expanded to add reverse osmosis to treat withdrawals from the Floridan aquifer. The Fiveash WTP is designed at 70 MGD using lime softening followed by filtration. In approximately 2025, the Fiveash WTP is scheduled to be decommissioned and replaced by the Prospect WTP. The Prospect WTP will use a combination of nanofiltration and ion-exchange for a total plant capacity of 50 MGD. While reducing the maximum capacity, the new Prospect WTP will be able to treat withdrawals from the brackish FAS. The currently permitted allocation of 22,334 million gallons per year (MGY) and 2,157.6 million gallons per month (MGM) was last renewed in September 2008. Permit modifications approved since have included updates to limiting conditions and monitoring facilities. The total Biscayne aquifer allocation is equal to the base condition water use of 19,181 MGY (1,726.29 MGM). Each wellfield's base condition water use was limited as follows from the Biscayne aquifer: Peele-Dixie Wellfield 5,475 MGY (492.75 MGM); Prospect Wellfield 15,853 MGY (1,426.77 MGM). Future demands will be met by an increase in withdrawals of up to 3.0 MGD from the Biscayne aquifer Prospect Wellfield, to be offset by the delivery of up to 3.0 MGD, of water from the C-51 Reservoir Project, Phase 1 Project, per the criteria of the District's Lower East Coast Regional Water Availability, and from the Floridan aquifer system. There are no proposed changes for withdrawals from the Peele-Dixie Wellfield. Palm Beach Aggregates, C-51 Reservoir, Phase 1: The C-51 Reservoir, Phase 1 is a diversion and impoundment permitted by the Florida Department of Environmental Protection (FDEP) Permit No. EI 50-301070-003. The C-51 Reservoir, Phase 1 will capture and store excess water from the District's C-51 Canal that will be discharged back into regional conveyance systems to provide offsets for potential impacts to Lower East Coast Waterbodies by C-51 Reservoir, Phase 1 participants, consistent with the District's Lower East Coast RWA Rule. On December 13, 2019, The City of Fort Lauderdale entered into an "Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir" with Palm Beach Aggregates, LLC (the C-51 Reservoir, Phase 1 Permittee) to purchase a Capacity Allocation in Phase 1 of the C-51 Reservoir for 3.0 MGD. The C-51 Reservoir, Phase 1 is the proposed alternative water supply source for the Project. Exhibit 5 contains milestones and dates for implementing the C-51 Reservoir, Phase 1. According to this exhibit, the C-51 Reservoir, Phase 1 is scheduled to be fully operational in December 2022. For the purpose of this consumptive use permit, the District defines fully operational as the reservoir is fully constructed, all pumps are in place and operational, a District approved flow route to provide offsets to the Project is determined, all agreements with 298 districts are finalized, and water deliveries can be made to the Project and properly accounted for as offset water. Exhibit 5 also contains milestones for an alternative water supply project in case there are delays or other issues with completing the C-51 Reservoir, Phase 1 Project. Permit History: The utility was originally permitted in August 1977 with an annual allocation of 21.542 MGY from the Biscayne aquifer. The permit was renewed in October 1981 with an annual allocation of 20.83 MGY (57 MGD) from the Biscayne aquifer, with limitations of 20 MGD from the Peele-Dixie Wellfield and 50 MGD from the Prospect Wellfield. The permit was renewed in February 1988 with an annual allocation of 19.16 MGY (52.5 MGD) from the Biscayne aquifer. The permit was renewed in January 1997 with an annual allocation of 19.134 MGY (52.4 MGD) and a maximum day allocation of 64.6 MGD). In May 2002 the permit was renewed with an annual allocation of 18.469 MGY (50.6 MGD). The permit was modified and renewed in February 2004 to modify the Peele-Dixie wellfield operating plan and to add the saline intrusion monitoring program (Conductivity Profile Wells). In October 2008 the permit was modified to add the FAS as a source with an annual allocation of 22,334 MGY (61.2 MGD), with the Biscayne aquifer limited to 19,181 MGY (52.55 MGD).

Projected Water Use Demands

Public water supply demands were calculated pursuant to Subsection 2.3.2.F of the Applicant's

Handbook (AH) for Water Use Permit Applications within the South Florida Water Management District (District).The City's forecasted population through 2045 was based on University of Florida's Bureau of Economic and Business Research (BEBR) data. As BEBR data does not extend further, population data for 2050 through 2065 were estimated using a declining population growth rate showing reducing percentage increases over time. The projection of population through the year 2065 was needed to estimate the potential need for the recharge offset allocation from the C-51 Reservoir, Phase 1 Project. Demand was determined by using the 5-year average (2015 to 2019) treated per capita use rate (pcur) of 169.24 gallons per day and the 3-year average (2017 to 2019) of the maximum to average month withdrawal of 1.08 to 1. The 2065 water demands for the City's service area are based on a population of 337,620 persons. The needed treated annual volume in 2065 is 20,856 MGY and 1,877 MGM. Raw water volumes were then calculated based on technologies at the treatment plants and their associated efficiencies. Annual Biscayne aquifer withdrawals will be capped by the base condition water use by wellfield plus the offset volume of 1,095 MGY (3.0 MGD) delivered to the Prospect Wellfield. Requested maximum month allocations are distributed by wellfield based on the maximum monthly peaking ratio of 1.08 to 1: Total Biscayne aquifer 20,276 MGY / 1,824.84 MGM Peele-Dixie Wellfield 5,475 MGY / 492.75 MGM Prospect Wellfield 16,948 MGY / 1,525.32 MGM The total Biscayne allocation of 20,276 MGY is insufficient to meet 2065 demands. Based on the base condition water use, treatment plant operation, and plant efficiencies, the unmet treated water demand from the Biscayne aquifer in 2065 is approximately 8.45 MGD. Using a treatment efficiency of 75 percent for reverse osmosis, the equivalent raw water annual average withdrawal from the Floridan Aquifer System (FAS) is 11.27 MGD resulting in allocations of 4,111.8 MGY and 370.1 MGM. Past and Projected Water Uses are shown on Exhibit 6A and 6B.

Biscayne Aquifer Prospect Wellfield The Applicant provided a calibrated three-dimensional groundwater flow model using the United States Geological Survey's (USGS) MODFLOW code. The model is based on the Broward County groundwater model initially developed by the District in 1992 and later revised and updated in 2000 (District 2000 and 2001). The model domain covers Broward County as well as parts of Palm Beach and Miami-Dade Counties. The finite difference grid representing the model domain consists of 500-foot by 500-foot grid cells with 456 rows and 371 columns. The model is divided into 5 layers representing the surficial aquifer system, extending to a maximum depth of approximately -200 feet National Geodetic Vertical Datum (NGVD). Hydraulic properties used in the model were based on extensive historical drilling and aquifer performance test data and have evolved through calibrations of past and current model versions. The model was calibrated to match water level data from selected monitor wells over an eight-year period from 1988 to 1995, which include average, wet, and drought conditions. The report detailing the development, calibration, and application of the groundwater model is contained in the permit file in a technical memorandum. The Applicant ran base condition water use and a predictive scenario with the model to evaluate current and projected future water use withdrawals from the Prospect Wellfield. The base scenario (Base) consisted of simulating a withdrawal rate equal to the City's base condition water use (Subsection 3.2.1.E of the AH) of 43.43 MGD. The proposed scenario (Run2) simulated a withdrawal rate of 46.43 MGD which increased the allocation by 3 MGD in accordance with offsets delivered by Phase 1 of the C-51 Reservoir. Peele-Dixie Wellfield The City previously provided an impact assessment for the proposed Biscayne aquifer allocations of 15 MGD using a calibrated flow model (based on the District's Broward County MODFLOW model). The District concluded that the proposed withdrawals would not cause harm to existing legal users, environmentally sensitive features, or induce the movement of saline water or known sources of contamination. Subsequent monitoring data has affirmed this conclusion. No changes to the previously approved allocation are requested from the Peele-Dixie Wellfield. Modeling results are shown on Exhibit 7. Additional modeling documentation is contained in the permit file.

EXISTING LEGAL USERS

Biscayne Aquifer

There are numerous existing legal users within the Project's cone of depression with no previous reports of harm from past use. No changes are requested to the base condition water use from the Peele-Dixie Wellfield. No changes in operation (relocation of or increase in withdrawal) are proposed for the Peele-Dixie Wellfield under this application. The cumulative withdrawal scenario shows that approximately 5.0 feet of drawdown could occur in the vicinity of the Prospect Wellfield from the proposed withdrawals (Exhibit 7, Page 3). The proposed increase in withdrawals of 3.0 MGD from the Prospect Wellfield could result in an additional 0.5 feet of drawdown in the vicinity of the Prospect Wellfield (Exhibit 7, Page 4). Exhibit 7, Page 8 shows the predicted groundwater levels resulting from the proposed scenario could result in water levels of about -6 feet NGVD, or approximately 16 feet below land surface. Wells equipped with centrifugal pumps can typically withdraw water from depths of 20 to 25 feet below land surface. Therefore, the potential for harm to occur to existing legal users as a result of the withdrawal of the recommended allocation is considered minimal.

EXISTING OFF SITE LAND USES

Biscayne Aquifer

Land uses that are dependent upon water being on or near land surface and that existed prior to this application are protected from harm. The Project is bordered by residential neighborhoods and commercial properties. Groundwater modeling shows approximately 5 feet of cumulative drawdown may occur at the edge of the Prospect Wellfield as a result of the proposed cumulative withdrawals, inclusive of the historic withdrawals. Proposed withdrawals show an additional 0.5 feet of deawdown could occur as a result of the proposed increase. This amount of drawdown should not affect users withdrawing water from surface water features or harm surface water management systems. Therefore, pursuant to Subsection 3.6.2 of the AH, the use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that: the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

WATER RESOURCE AVAILABILITY

Biscayne Aquifer

The thickness of the surficial aquifer system [SAS] (within which the Biscayne aquifer occurs) in the Project area is estimated to be about 300 feet (District Technical Publication 92-05). Land surface at the Peele-Dixie Wellfield is approximately 10 feet NGVD. The increase in allocation requested from the Prospect Wellfield is estimated to add approximately 0.5 feet of additional drawdown. No changes to the allocation are proposed for the Peele-Dixie Wellfield under this application. The potential for harm to occur to the water resource availability of the Biscayne aquifer as a result of the withdrawal of the recommended allocation is considered minimal.

WETLAND ENVIRONMENTS

Biscayne Aquifer

Prospect Wellfield: There are multiple wetland areas located within the vicinity of the Prospect Wellfield, within the existing 1.0 foot cumulative drawdown for the base condition, as depicted in Exhibit 7, Page 10. The modeled drawdown due to the cumulative withdrawals shows that the

additional requested allocation will result in less than an additional 0.1 foot of drawdown under the largest wetland area located north of the wellfield, and a smaller one located southeast of the wellfield. The other wetland areas located within the 1.0 foot cumulative drawdown are connected to the regional surface water management system, which maintains the water elevations. There have been no indications of harm to these wetlands, since the last renewal in 2008, which can be directly attributed with the previously permitted water use withdrawals. Therefore, based upon application of the narrative standard that the hydrologic alteration of the water use shall not adversely impact the values of wetland functions so as to cause harm to the abundance, diversity and habitat of fish, wildlife and listed species, the potential for harm to occur to wetlands as a result of the authorized withdrawal of the recommended allocation is considered minimal. Peele-Dixie Wellfield: No increased withdrawals are proposed from this wellfield. As described and depicted in the previous permit (Application 040130-15), the nearest wetlands to this wellfield are located at Pond Apple Slough south of the North New River and west of Interstate 95, approximately 9,000 feet east of the wellfield. The groundwater drawdown due to the cumulative withdrawal was estimated to be 0.1 foot at Pond Apple Slough, and no harm to wetlands have been reported since the last renewal. Therefore, based upon application of the narrative standard that the hydrologic alteration of the water use shall not adversely impact the values of wetland functions so as to cause harm to the abundance, diversity and habitat of fish, wildlife and listed species, the potential for harm to occur to wetlands as a result of the authorized withdrawal of the recommended allocation is considered minimal.

MIGRATION of SALINE WATER

Biscayne Aquifer

The Prospect wellfield is located approximately 2.5 miles west of the saline water interface (chloride concentration greater than 250 milligrams per liter) within the Biscayne aquifer. The City manages an extensive monitoring network, submits compliance data to the District, and authors an annual Saltwater Intrusion Monitoring Report. The largest threats to the City's wellfields are the relatively inland position of coastal salinity control structures G-54, S-36, and S-37A and sea level rise. Due to historic changes in groundwater quality, the City has already made operational changes at both the Prospect and Peele-Dixie Wellfields. At the Prospect Wellfield, eastern wells have been abandoned and pumpage shifted west, further from the saline front. District isochlor maps (produced every five years) appear to show further inland movement of saline water in 2019 as compared to 2014. This appears to be the result of the addition of the City's monitoring wells MW-1, MW-2, and MW-9 to the District's chloride database for production of the 2019 map. Similarly, at the Peele-Dixie Wellfield, the shift of the 2019 isochlor may be the result of the addition of the City's monitoring wells MW-3, MW-4, MW-5, MW-6, MW-7, and MW-10 to the District's chloride database for production off the 2019 map. An increase in withdrawals is requested from the Prospect Wellfield. The 2019 isochlor is at least two miles from the City's active wells. Conservative modeling shows no change in drawdown at the salt front. The City is committed to continuing its existing saline water intrusion monitoring plan. Therefore, based on stable water quality and continued monitoring, the potential for harm due to saline water intrusion is considered minimal.

SOURCES of POLLUTION

Biscayne Aquifer

Peele-Dixie Wellfield Volatile organic compounds were detected in groundwater monitoring wells in the southern half of the wellfield as early as 1986. An Administrative Order on Consent for Removal Action was executed between the City and the United States Environmental Protection Agency (EPA). The order provided for the City to take actions to contain and remediate the groundwater contamination through the operation of the wellfield in conjunction with water

treatment at the plant. The City operated an air stripping system capable of treating contaminated water withdrawn by production wells 17 and 18 in the wellfield. The system began operations in January 1995. The wellfield was restricted to a maximum daily pumpage of 10 MGD, as continued from the 1997 permit renewal. For the 2004 permit modification, the Applicant provided documentation that the contamination associated with this plume had been abated. In order to assure that the proposed withdrawal locations of the wellfield do not cause significant movement of known contamination, the three closest known sources of contamination to the northern end of the wellfield were identified by the applicant. Groundwater modeling indicated that the withdrawal scenario of 15 MGD for the wellfield met the conditions for issuance. There are no changes to the requested allocation in this application. Prospect Wellfield The closest identified source of contamination (FDEP Facility ID 9063935) is located approximately 0.2 miles northeast of the wellfield. Based on the modeling described above, an additional 0.5 feet of drawdown may be anticipated at this location without accounting for delivered offsets. The direction of groundwater flow will not change and the site has been in Natural Attenuation Monitoring for two years. One addition site located approximately 0.3 miles east of the wellfield, Site COM_64626, is undergoing semi-annual groundwater monitoring. Approximately 0.4 feet of additional drawdown may occur with no change in direction of groundwater flow. Other nearby identified contaminated sites are expected to have up to an additional 0.2 feet of drawdown. This will be partially offset by deliveries from Phase 1 of the C-51 Reservoir. The potential for movement of contaminants, if present, from known pollution sources as a result of the withdrawal of the recommended allocation is considered minimal.

OTHER IMPACTS
Biscayne Aquifer

EXISTING LEGAL USERS
Floridan Aquifer System
The nearest existing legal user of the FAS is Broward County District 1 public water supply (Water Use Permit 06-00146-W) whose nearest Floridan aquifer well is located approximately 2 miles southwest of the Prospect Wellfield. Model results indicate that approximately 10 feet of drawdown may occur at the Broward County District 1 FAS well as a result of withdrawals from the Project's proposed FAS Wells. As discussed previously, the potentiometric surface of the FAS is approximately 40 feet NGVD, or approximately 30 feet above land surface. The small amount of potentiometric head reduction at this existing legal user's location should not impact the ability of existing legal users to withdraw water under the conditions of their permit. This application includes a decrease in FAS allocation from the previous permit. Therefore, the potential for harm to occur to the existing legal users as a result of the withdrawal of the recommended allocation is considered minimal.

EXISTING OFF SITE LAND USES
Floridan Aquifer System
Land uses that are dependent upon water being on or near land surface and that existed prior to this application are protected from harm. The Project is bordered by residential neighborhoods and commercial properties. The FAS is hydrologically separated from the SAS by thick confining units resulting in negligible drawdown in the water table. Therefore, pursuant to Subsection 3.6.2 of the AH, the use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that: the designed function of a water body and related

surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

WATER RESOURCE AVAILABILITY

Floridan Aquifer System

Land surface elevation at the Project wellfield is approximately 10 feet NGVD. The top of the UFA occurs at approximately -1,000 feet NGVD (USGS Scientific Investigations Report 2007-5207). The FAS is hydrologically separated from the surficial aquifer system by thick confining units. The potentiometric surface of the FAS wellfield, is approximately 40 feet NGVD. The cumulative analytical impact assessment modeling performed for the FAS shows that a maximum of approximately 294 feet of drawdown within individual wells at the Prospect wellfield and about 94 feet of drawdown within individual wells at the Peele-Dixie Wellfield could occur in the FAS at the end of 90 days at a total withdrawal rate of 33 million gallons per day (25 million gallons per day at the Prospect site and 8 million gallons per day at the Peele-Dixie site). Actual withdrawals are anticipated to be much less, up to 12 million gallons per day, which will result in less drawdown than reported. Water levels in the FAS should remain approximately 750 feet above the top of the aquifer at the location of maximum drawdown, assuming a worst-case withdrawal rate of 33 million gallons per day from the Floridan aquifer. Therefore, the potential for harm to occur to the water resource availability of the FAS as a result of the withdrawal of the recommended allocation is considered minimal.

WETLAND ENVIRONMENTS

Floridan Aquifer System

Due to a confining layer which exists between the Floridan and Biscayne aquifers and acts as a hydrologic barrier to groundwater flow, there is no potential for harm to occur to wetlands and other surface waters as a result of the authorized withdrawal of the recommended allocation from the Floridan aquifer.

MIGRATION of SALINE WATER

Floridan Aquifer System

The FAS is saline in the vicinity of the withdrawal facilities, requiring reverse osmosis treatment for salinity. The relatively small allocation request of up to 12 MGD should not cause water quality degradation. Therefore, the potential for saline water intrusion or upconing to occur as a result of the withdrawal of the recommended allocation is considered minimal.

SOURCES of POLLUTION

Floridan Aquifer System

The FAS is separated from the SAS, where sources of pollution tend to occur, by a thick layer of low-permeability clays of the Hawthorn formation. This confining layer prevents the inducement of potential pollution sources from migrating from land surface. Therefore, the potential for movement of contaminants, if present, from known pollution sources as a result of the withdrawal of the recommended allocation is considered minimal.

Additional Information:

Regional Issues

The Biscayne aquifer is a minimum flows and levels (MFL) water body covered by a prevention strategy set forth in Rule 40E-8, Florida Administrative Code (F.A.C.), and the Lower East Coast Water Supply Plan. The Biscayne aquifer MFL is defined as the water level which results in movement of the saltwater interface landward to the extent the water quality of an established withdrawal point is insufficient to serve as a water supply source. As discussed in the Migration of Saline Water section of this staff report, this Project is not expected to affect landward movement of the saltwater interface. Therefore, the recommended allocation is consistent with the Biscayne aquifer MFL Prevention Plan. The MFLs for Everglades Waterbodies, identifying the point at which further withdrawals would cause significant harm, are set forth in Rule 40E-8.221(3), F.A.C. The Everglades MFL Waterbodies are in recovery as identified in Rule 40E-8.421(1) and (2), F.A.C. The primary component of the MFL recovery strategy is implementation of the Everglades restoration projects, including the Comprehensive Everglades Restoration Plan (CERP). The Everglades MFL recovery strategy also includes limitations on impacts to the MFL Waterbodies due to consumptive use permit withdrawals in Subsections 3.2.1.E and 3.9.1 of the AH. The Permittee has demonstrated the withdrawal is consistent with the recovery strategy, consistent with Subsection 3.9.1.B.2 of the AH.

The Permittee has requested an increase in their base condition water use of the Prospect Wellfield through the addition of 3.0 MGD of water from the C-51 Reservoir, Phase 1. The Permittee proposes the use of an offset and/or alternative water supply source to meet future demands above their base condition water use. Pursuant to Subsection 3.2.1.E of the AH, the Project will not cause a net increase in the volume or cause an increase in volume of change in timing of withdrawals from the Lower East Coast Waterbodies over the Project's base condition water uses that existed on April 1, 2006.

Project Site Issues

The City has determined that the production and distribution of reclaimed water is not economically feasible. Reuse feasibility studies for Ft. Lauderdale were conducted in 1994, 2008, and 2012. A county-wide study, the Broward County Regional Reuse Master Plan, was completed in 2014. All of these studies concluded that implementing a reclaimed water program was not economically feasible due to the excessive costs of wastewater treatment and due to the highly urbanized nature of the service area. However, wastewater treatment plants do use approximately 4 MGD of their own secondary effluent as in-plant re-use in place of potable water. The City plans to evaluate future opportunities to expand the beneficial use of reclaimed water.

The Permittee has implemented the elements of a Standard Water Conservation Plan, pursuant to Subsection 2.3.2.F.1 of the AH. Elements of the Water Conservation Plan implemented include Public Education Programs, Outdoor Water Conservation Programs, Conservation Water Billing Structures, Water Loss Reduction Programs, and Indoor Water Conservation Programs. Details of the plan are shown on Exhibit 8 of this Application 200903-2.

Staff recommends a water use permit duration as follows: Consistent with Subsection 1.5.2.C.3.a of the AH, the base condition allocation from the Biscayne aquifer (52.55 MGD) shall have a duration of 20 years from the date of permit issuance. Pursuant to Rule 373.236(5)(b)1 of the Florida Statutes, permits approved for the development of alternative water supplies shall be

granted for a term of at least 30 years. Withdrawals from the FAS are considered alternative water supplies per the 2018 Lower East Coast Water Supply Plan Update. Therefore the allocation for the FAS shall expire on January 12, 2051. Consistent with Florida Statute 373.236(6)(a), a water use permit may be issued for a period of up to 50 years to entities that have entered into an agreement with a landowner for the purpose of more efficiently pursuing alternative public water supply development projects. The C-51 Reservoir, Phase 1 consumptive water use permit issued by the FDEP has an expiration date of December 27, 2065. Therefore, the allocation of water above the base condition water use served by offset water from the C-51 Reservoir, Phase 1 (3 MGD) will have an expiration date of December 27, 2065.

The City of Fort Lauderdale maintains legal control over the Project site, pursuant to Subsection 2.1.1 of the AH. All withdrawal facilities are located within the Project boundaries. The allocation requested for public water supply is compatible with the multiple land use categories in the vicinity.

Associated Permits: Not Applicable

Distribution List

City of Hollywood

Wilton Manors

Natural Resources Defense Council

Div Of Recreation And Park - District 5

Div Of Recreation And Park - District 5

Lauderhill

Tamarac

Pompano Beach

City of Davie

Lauderdale Lakes

Dania Beach

Miramar

Miramar

Parkland

Broward County Water Control District

Sea Ranch Lakes

Southwest Ranches

Pembroke Park

Deerfield Beach

Hallandale Beach

North Lauderdale

Cooper City

Coral Springs

Coconut Creek

Dept Of Environmental Protection

Sunrise

Hillsboro Beach

Deerfield Beach

Margate

Weston

Margate

Deerfield Beach

Broward County

Sunrise

Plantation

Lauderdale-By-The-Sea

Oakland Park

Lazy Lake

Lighthouse Point

City Of Fort Lauderdale

City Of Pembroke Pines Public Services

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's RegPermitting website at www.sfwmd.gov/regpermitting and searching under this application number 250205-49849 .

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119 (1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

APPENDIX D

2023-24 Lower East Coast Water Supply Plan Update (Report Relevant Pages)

6

Water Resource Analyses

This chapter provides historical data and analyzes the current and future status of water resources in the Lower East Coast (LEC) Planning Area of the South Florida Water Management District (SFWMD or District) as well as their limitations and ability to meet the projected demands described in **Chapter 2**. The issues identified in this chapter may affect the use of existing water resources and the development of new supplies to meet projected water demands for 2045. **Appendix D** provides additional data and analyses regarding surficial aquifer system (SAS) groundwater elevations (levels), saltwater intrusion data and maps, electromagnetic induction logs, Floridan aquifer system (FAS) water quality, SAS groundwater modeling, climate change, and sea level rise. Understanding the effects of meeting water demands through withdrawals from water resources is critical to water supply planning.

TOPICS

- Summary of Issues and Considerations Identified for 2045
- Evaluation and Analyses
- Surface Water Availability
- Groundwater Availability
- Groundwater Models
- Climate Change and Sea Level Rise
- Summary of Water Resource Analyses

SUMMARY OF ISSUES AND CONSIDERATIONS IDENTIFIED FOR 2045

Traditional freshwater sources in the LEC Planning Area are not sufficient to meet 2021 and 2045 projected water use demands. Past analyses indicate that fresh groundwater, in conjunction with currently permitted surface water, is not adequate to meet the growing needs of the LEC Planning Area during 1-in-10-year drought conditions. As a result, water users from several use categories are expanding their use of alternative water supply (AWS) sources. Several Public Supply (PS) utilities are using brackish water from the FAS to meet a portion of their current demands and to meet increased demands through 2045. Several other PS utilities are permitted to use surface water from the C-51 Reservoir Phase 1 totaling 35 million gallons per day (mgd) to offset increased SAS withdrawals to meet a portion of their demands. To meet greenspace irrigation demands, the use of reclaimed water is projected to increase in the LEC Planning Area. Several golf courses are also using brackish water from the FAS and reverse osmosis to meet their water needs. Additionally, continued decreases in irrigated agricultural acreage and associated demands have resulted in reduced demands on surface water sources. The following issues and considerations identified in this *2023–2024 Lower East Coast Water Supply Plan Update* (2023–2024 LEC Plan Update) are

consistent with those in previous plan updates and continue to influence water supply planning efforts in the LEC Planning Area:

- Increased withdrawals from the SAS are limited by the Biscayne aquifer minimum flow and minimum water level (MFL), LEC Regional Water Availability criteria, potential impacts on the regional system, wetlands, pollution, and existing legal users as well as the potential for saltwater intrusion or upconing of relict seawater in the western portions of the planning area.
- Available water supplies for allocation in eastern Hendry County from the Lower Tamiami aquifer are constrained by the presence of isolated wetlands and the Lower West Coast Aquifers MFL, which is discussed in detail in the *2022 Lower West Coast Water Supply Plan Update* (SFWMD 2022a).
- Specific surface water volumes in eastern Hendry County are identified for the Seminole Tribe of Florida Big Cypress Reservation in addition to a secondary irrigation supply from Lake Okeechobee.
- Withdrawals from the FAS are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource.
- The C-51 Reservoir Phase 1 is envisioned to deliver 35 mgd of stored surface water to several PS utility wellfields to offset increased SAS withdrawals in Broward and Miami-Dade counties.
- Climate change and sea level rise are increasingly likely to negatively affect the availability of freshwater resources in the LEC Planning Area.
- The new Lake Okeechobee System Operating Manual, associated with completion of the Herbert Hoover Dike repairs, will have effects on water supply and the Lake Okeechobee MFL.
- Recent developments by the United States Environmental Protection Agency on the regulatory criteria for polyfluoroalkyl substances or PFAS could require changes in the level of treatment required and may result in increased demands.

Previous LEC water supply plan updates identified a variety of AWS projects to avoid water resource impacts and competition among water users and to provide a sustainable supply of water. AWS projects include the use of reclaimed water, storage of water using aquifer storage and recovery wells and reservoirs, storage of surface water otherwise discharged to tide (e.g., C-51 Reservoir), and development and use of brackish water sources.

While the development of fresh groundwater is limited in many areas of the LEC Planning Area, it may be available in portions of the region. As population growth increases pressure for urban expansion, some agricultural land is expected to transition to urban community uses. While water use permits cannot be directly transferred from one land use type to another, conversion of agricultural lands to another use may result in available fresh groundwater and surface water.

Table B-1. Summary of the Public Supply utilities with a capacity of 0.10 mgd or greater in the LEC Planning Area.

Supply Entity/Facility	SFWMD Permit Number	Gross (Raw) Water (mgd)			FDEP PWS ID	Rated Net (Finished) Capacity (mgd)
		Annual Allocation	SAS	FAS		
Broward County						
BCWWS District 1	06-00146-W	10.04[a,b]	10.04[b]	2.86	4060167	16.00
BCWWS District 2A	06-01634-W	17.41[a]	17.50[b]	4.56	4060163	30.00
BCWWS District 3[c]	06-01474-W	11.62[b]	11.62[b]	0.00	N/A[c]	N/A[c]
Cooper City	06-00365-W	4.55	4.55	0.00	4060282	7.00
Coral Springs	06-00102-W	9.44	9.44	0.00	4060290	16.00
CSID	06-00100-W	5.42	5.42	0.00	4060291	7.40
Dania Beach	06-00187-W	1.30[b]	1.30[b]	0.00	4060253	5.02
Davie	06-00134-W	19.85	5.02	14.83	4060344	10.00
Deerfield Beach	06-00082-W	14.15[a]	11.91	4.00	4060254	23.60
Fort Lauderdale	06-00123-W	63.82	52.55[b]	11.27	4060486	82.75
Hallandale Beach	06-00138-W	4.03[b]	4.03[b]	0.00	4060573	16.00
Hillsboro Beach	06-00101-W	0.88	0.88	0.00	4060615	2.25
Hollywood	06-00038-W	39.38[a]	24.80	8.68	4060642	59.50
Lauderhill	06-00129-W	8.72	7.70	1.02	4060787	16.00
Margate	06-00121-W	10.10[b]	10.10[b]	0.00	4060845	13.50
Miramar	06-00054-W	18.30	15.15	3.15	4060925	17.75
North Lauderdale	06-00004-W	3.24	3.24	0.00	4060976	7.50
NSID	06-00274-W	5.76[a]	5.20	1.40	4064390	6.80
Parkland	06-00242-W	0.39	0.39	0.00	4061957	0.58
Pembroke Pines	06-00135-W	15.60	15.60	0.00	4061083	18.00
Plantation	06-00103-W	17.24	17.24	0.00	4061121	24.00
Pompano Beach	06-00070-W	18.39[b]	18.39[b]	0.00	4061129	50.00
Royal Waterworks	06-00003-W	0.48	0.48	0.00	4061517	1.00
STOF – Hollywood[d]	N/A[d]	3.53	3.53	0.00	N/A[d]	3.53[d]
Sunrise	06-00120-W	31.09	29.09[b]	2.00	4061408[e]	51.50
Tamarac	06-00071-W	8.47	8.47	0.00	4061429	16.00
Tindall Hammock	06-00170-W	0.74	0.74	0.00	4060419	1.00
Broward County Total		**343.94**	**294.38**	**53.77**		**502.68**
Hendry County						
STOF – Big Cypress[d]	N/A[d]	2.00	2.00	0.00	N/A[d]	2.00[d]
Hendry County Total		**2.00**	**2.00**	0.00		
Miami-Dade County						
Americana Village	13-02004-W	0.26	0.26	0.00	4131403	0.50
Florida City	13-00029-W	2.00	2.00	0.00	4130255	4.00
Homestead	13-00046-W	11.00[f]	11.00	0.00	4130645	19.20
MDWASD	13-00017-W	386.07[b]	349.50[b]	36.57[b]	4130871[g]	459.43
North Miami	13-00059-W	17.27	9.30	7.97	4130977	9.30
North Miami Beach	13-00060-W	38.38	26.31	12.07	4131618	41.50
Miami-Dade County Total		**454.98**	**398.37**	**56.61**		**533.93**

1	**Population** – The 2021 permanent resident populations were determined by assigning 2020 United States Census Bureau (2020) block data to 2023 PS utility service areas. To project permanent resident populations to 2045, the relative growth rates for PS utility service areas were developed from county population projections. (See **Appendix A** for more information.)
2	**Average 2017-2021 Per Capita** (gallons per day finished water) – A PS utility's per capita is calculated by dividing total net (finished) water produced each year from monthly operating reports submitted by utilities to the FDEP (2022a) by the utility's permanent service area population for that year. Each utility's per capita was calculated for 2017 to 2021, then averaged over the 5 years.
3	**Potable Water Demands** (daily average annual finished water in mgd) – The 2021 base year demand was calculated using the PS utility's average 2017 to 2021 per capita multiplied by the 2021 service area permanent resident population. The projected demands for 2021 to 2045 were calculated using the utility's average 2017 to 2021 per capita multiplied by the utility's projected populations for those years.
4	**Allocation from the SFWMD Water Use Permit** – The total allocation is composed of gross (raw) surface water and groundwater (from the SAS and FAS) allocations, as described in the utility's water use permit. The 2021 allocation is assumed to continue through 2045 unless noted otherwise.
5	**Total Allocation** – The total gross (raw) water allocation in the water use permit. For utilities with multiple sources, total allocation may be less than the sum of the individual source allocations; this is indicated in the appropriate profiles.
6	**FDEP Permitted Capacity** – The total net (finished) water treatment capacity of the WTP(s), as provided by the FDEP (2022a). The treatment capacity is split into the capacity available to process raw water from surface water as well as groundwater.
7	**Future Projected Treatment Capacity** – The net (finished) water treatment capacity created by projects listed in the Project Summary (Item 10). Project treatment capacity to be completed by 2025 is shown in the 2025 column, treatment capacity to be completed between 2026 and 2035 is in the 2035 column, and treatment capacity to be completed between 2036 and 2045 is in the 2045 column.
8	**Total Potable Capacity** – The existing net (finished) water capacity of the WTP(s) owned/operated by the utility in addition to the volumes of net (finished) water produced by future planned projects.
9	**Reclaimed Water** – The capacity of the WWTF(s) to produce reclaimed water, as provided by the FDEP (2022b). Additional capacity is from projects planned by the utility (listed under Item 12).
10	**Potable Water Projects Summary** – A description of the potable water supply projects the utility is proposing to construct. Only projects that produce additional potable water (e.g., wells, WTPs) are included; maintenance or replacement projects are not included. Each project has a water source, anticipated completion date, estimated total capital cost, and projected volume of treatment capacity. Proposed projects have been screened at a planning level but must meet permit issuance criteria.
11	**Total Projected Cumulative Design Capacity for Potable Water for 2025, 2035, and 2045** – The total volume of potable water supply projects expected to be completed by 2025, 2035, and 2045, respectively. The totals are added to the appropriate projected capacities in Item 7.
12	**Nonpotable Water Projects Summary** – A description of the nonpotable water supply projects the utility is proposing to construct. Only projects that produce additional nonpotable water are included; maintenance or replacement projects are not included. Each project has a water source, anticipated completion date, estimated total capital cost, and projected volume of treatment capacity.
13	**Total Projected Cumulative Design Capacity for Nonpotable Water for 2025, 2035, and 2045** – The total volume of nonpotable water supply projects expected to be completed by 2025, 2035, and 2045, respectively. If the project provides reclaimed water, totals are added to the appropriate projected capacities in Item 9.
14	**Total Projected Cumulative Design Capacity for New Water for 2025, 2035, and 2045** – The total projected cost and capacity of potable and nonpotable water supply projects the utility is proposing to construct between 2021 and 2045.

Table A-4. Finished-to-raw water adjustment ratios for PS utilities in the LEC Planning Area.

PS Utility	Finished-to-Raw Ratio
Broward County	
BCWWS District 1	1.03
BCWWS District 2A	1.03
Cooper City	1.20
Coral Springs	1.03
CSID	1.24
Dania Beach	1.08
Davie	1.16
Deerfield Beach	1.13
Fort Lauderdale	1.06
Hallandale Beach	1.12
Hillsboro Beach	1.03
Hollywood	1.09
Lauderhill	1.03
Margate	1.17
Miramar	1.25
North Lauderdale	1.03
NSID	1.33
Parkland	1.03
Pembroke Pines	1.03
Plantation	1.25
Pompano Beach	1.12
Royal Waterworks	1.03
STOF – Hollywood[a]	1.18
Sunrise	1.11
Tamarac	1.03
Tindall Hammock	1.03
Hendry County[b]	
STOF – Big Cypress[a]	1.30
Miami-Dade County	
Americana Village	1.03
Florida City	1.03
Homestead	1.03
MDWASD	1.08
North Miami	1.03
North Miami Beach	1.21
Monroe County	
FKAA	1.05
Palm Beach County	
Boca Raton	1.12
Boynton Beach	1.09
Delray Beach	1.03
Golf	1.18
Highland Beach	1.33
Jupiter (Palm Beach and Martin)	1.20

Table A-4. Continued.

PS Utility	Finished-to-Raw Ratio
Palm Beach County (Continued)	
Lake Worth Beach	1.27
Lantana	1.18
Manalapan	1.33
Mangonia Park	1.03
Maralago Cay	1.03
PBCWUD	1.15
PBCWUD Western Region	1.33
Palm Springs	1.05
Riviera Beach	1.03
Seacoast	1.20
Tequesta (Palm Beach and Martin)	1.24
Wellington	1.15
West Palm Beach	1.03

BCWWS = Broward County Water and Wastewater Services; CSID = Coral Springs Improvement District; FKAA = Florida Keys Aqueduct Authority; LEC = Lower East Coast; MDWASD = Miami-Dade Water and Sewer Department; NSID = North Springs Improvement District; PBCWUD = Palm Beach County Water Utilities Department; PS = Public Supply; STOF = Seminole Tribe of Florida.

[a] The Seminole Tribe of Florida is a sovereign Indian Tribe and an independent Tribal Government separate from Broward and Hendry counties. However, for discussion purposes, information relating to the Seminole Tribe of Florida Hollywood Reservation and the Seminole Tribe of Florida Big Cypress Basin Reservation is included in the calculations for Broward and Hendry counties, respectively.

[b] Values listed for Hendry County are only for the areas within the LEC Planning Area boundaries.

BROWARD AND HENDRY COUNTIES

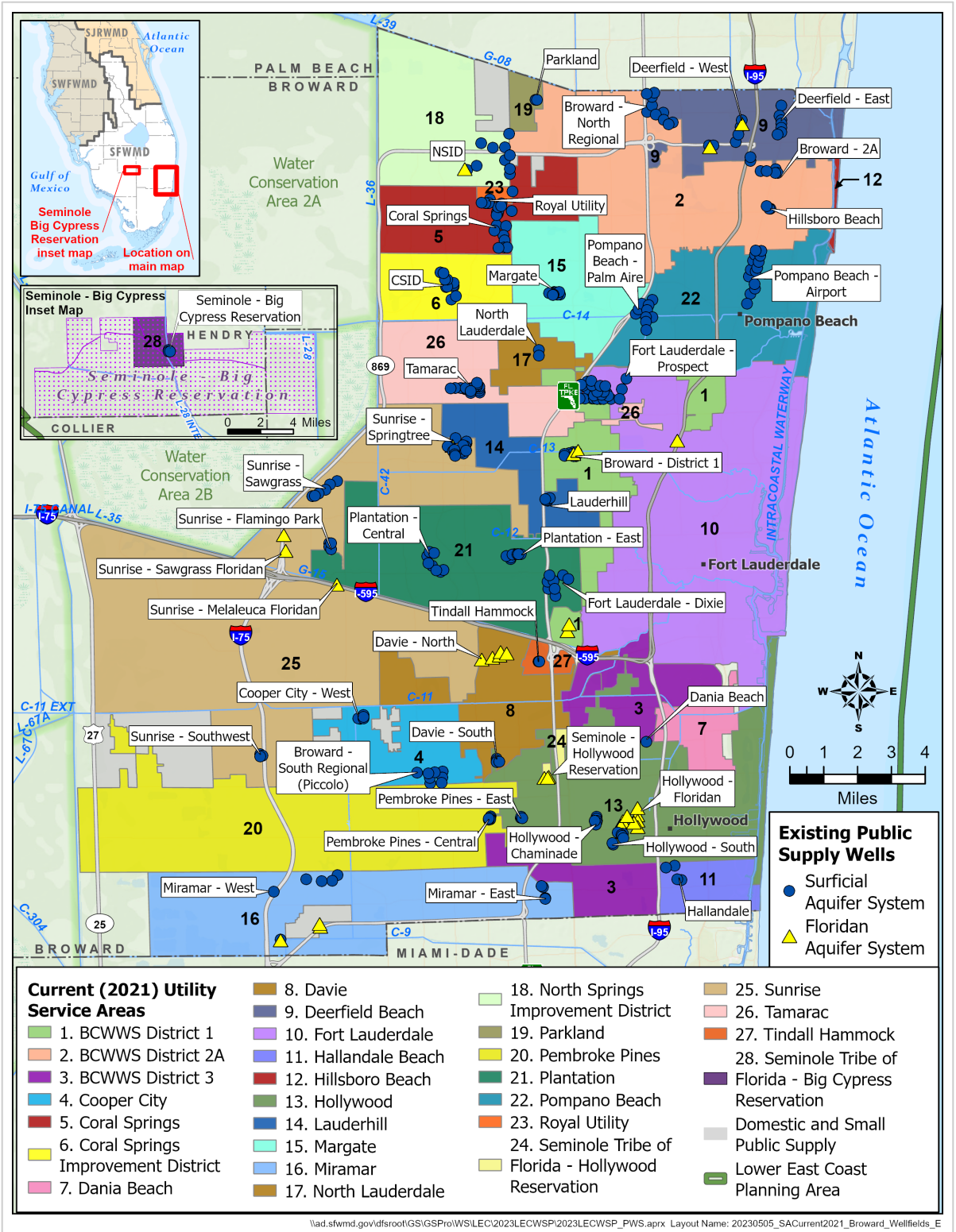


Figure B-1. Existing (2021) Public Supply utility service areas and wellfields in Broward County and the Seminole Tribe of Florida Big Cypress Reservation in a portion of Hendry County.

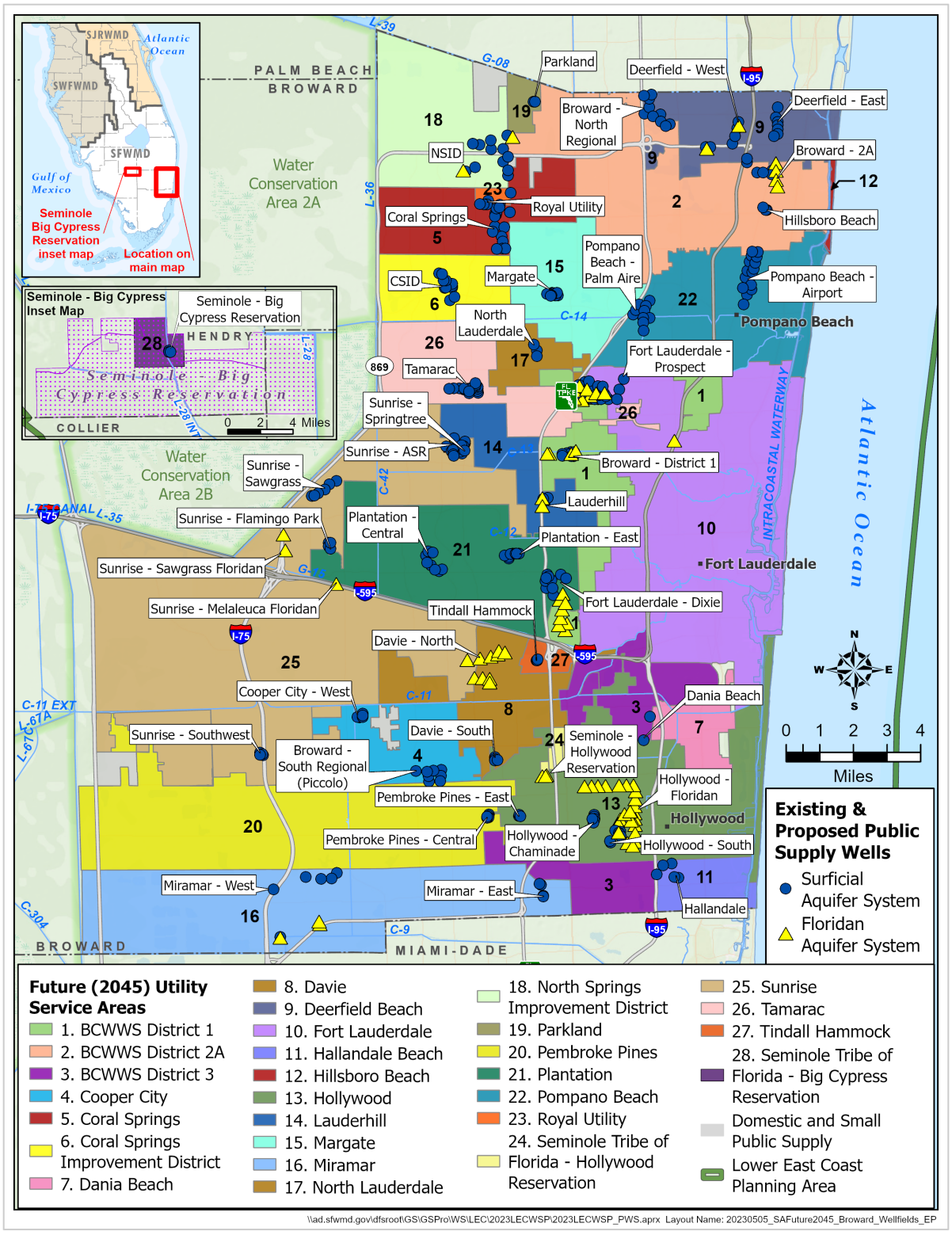


Figure B-2. Projected (2045) Public Supply utility service areas and wellfields in Broward County and the Seminole Tribe of Florida Big Cypress Reservation in a portion of Hendry County.

BROWARD COUNTY WATER AND WASTEWATER SERVICES DISTRICT 1

Service Area: All or portions of the cities of Fort Lauderdale, Lauderdale Lakes, Lauderhill, North Lauderdale, Oakland Park, Plantation, Pompano Beach, Tamarac, and unincorporated areas of Broward County.

Description: Potable water supplies are obtained from the Broward County District 1 SAS wellfield, and water is treated at one WTP using lime softening. Two FAS wells were constructed but are inactive. The utility has postponed plans to develop the FAS as an alternative water supply.

Population and Finished Water Demand				
	Existing	Projected		
	2021	2025	2035	2045
Population	86,812	89,584	96,430	104,299
Average 2017-2021 Per Capita (gallons per day finished water)	83			
Potable Water Demands (daily average annual finished water in mgd)	**7.21**	**7.44**	**8.00**	**8.66**

SFWMD Water Use Permitted Allocation (mgd)	
Potable Water Source	Permit Number 06-00146-W (expires 2065[a])
SAS	10.04
SAS w/C-51	10.93
FAS	2.86
Total Allocation	**10.04**
Total Allocation w/C-51	**10.93[b]**

FDEP Potable Water Treatment Capacity (PWS ID # 4060167)				
Permitted Capacity by Source	Cumulative Facility & Project Capacity (mgd)			
	Existing	Projected		
	2021	2025	2035	2045
SAS	16.00	16.00	16.00	16.00
FAS	0.00	0.00	0.00	0.00
Total Potable Treatment Capacity	**16.00**	**16.00**	**16.00**	**16.00**
Nonpotable Alternative Water Source Treatment Capacity (mgd)				
Reclaimed	0.00	0.00	0.00	0.00
Total Nonpotable Treatment Capacity	**0.00**	**0.00**	**0.00**	**0.00**

Project Summary						
Water Supply Projects	Source	Completion Date	Total Capital Cost ($ million)	Projected Cumulative Design Capacity (mgd)		
				2025	2035	2045
Potable Water						
No Projects						
Total Potable Water			**$0.00**	**0.00**	**0.00**	**0.00**
Nonpotable Water						
C-51 Reservoir Phase 1 – BCWWS D1	Surface Water	2023	$4.60	1.00	1.00	1.00
Total Nonpotable Water			**$4.60**	**1.00**	**1.00**	**1.00**
Total New Water			**$4.60**	**1.00**	**1.00**	**1.00**

[a] The 2065 expiration date is for the portion of the allocation above the base condition water use served by offset water from the C-51 Reservoir Phase 1 (1 mgd). The base condition SAS allocation expires in 2040, and the FAS allocation expires in 2040. The C-51 reservoir water will provide an offset by recharging groundwater withdrawals; no direct surface water withdrawals will be made by the utilities.

[b] The permitted source allocations do not always total exactly. See the SFWMD water use permit for further information.

FORT LAUDERDALE

Service Area: Cities of Fort Lauderdale, Lauderdale Lakes, North Lauderdale, Oakland Park, and Wilton Manors; portions of unincorporated Broward County; cities of Hollywood, and Lauderhill; Port Everglades; towns of Lauderdale-By-The-Sea and Davie; and villages of Lazy Lake and Sea Ranch Lakes.

Bulk Water: Fort Lauderdale sells a small amount of bulk finished water to Davie. The bulk water agreement to sell approximately 0.17 mgd of bulk water to Tamarac will not be renewed in 2024.

Description: Potable water supplies are obtained from the Prospect and Dixie wellfields, and water is treated at two WTPs: Fiveash WTP uses lime softening and Peele-Dixie WTP uses membrane softening.

Population and Finished Water Demand				
	Existing	Projected		
	2021	2025	2035	2045
Population	243,077	253,429	284,492	305,742
Average 2017-2021 Per Capita (gallons per day finished water)	152			
Potable Water Demands (daily average annual finished water in mgd)	36.95	38.52	43.24	46.47
SFWMD Water Use Permitted Allocation (mgd)				
Potable Water Source	Permit Number 06-00123-W (expires 2065[a])			
SAS	52.55			
SAS w/C-51	55.55			
FAS	11.27			
Total Allocation	**63.82**			
Total Allocation w/C-51	**66.82**			
FDEP Potable Water Treatment Capacity (PWS ID # 4060486)				
Permitted Capacity by Source	Cumulative Facility & Project Capacity (mgd)			
	Existing	Projected		
	2021	2025	2035	2045
SAS	82.75	82.75	82.75	82.75
FAS	0.00	0.00	6.00	6.00
Total Potable Treatment Capacity	**82.75**	**82.75**	**88.75**	**88.75**
Nonpotable Alternative Water Source Treatment Capacity (mgd)				
Reclaimed Water	0.00	0.00	0.00	0.00
Total Nonpotable Treatment Capacity	**0.00**	**0.00**	**0.00**	**0.00**

Project Summary						
Water Supply Projects	Source	Completion Date	Total Capital Cost ($ million)	Projected Cumulative Design Capacity (mgd)		
				2025	2035	2045
Potable Water						
Construct New 6.00 mgd RO at Dixie WTP and FAS Wellfield	FAS	2034	$49.10	0.00	6.00	6.00
Total Potable Water			**$49.10**	**0.00**	**6.00**	**6.00**
Nonpotable Water						
C-51 Reservoir Phase 1 – Fort Lauderdale	Surface Water	2023	$13.80	3.00	3.00	3.00
Total Nonpotable Water			**$13.80**	**3.00**	**3.00**	**3.00**
Total New Water			**$62.90**	**3.00**	**9.00**	**9.00**

[a] The 2065 expiration date is for the portion of the allocation above the base condition water use served by offset water from the C-51 Reservoir Phase 1 (3 mgd). The base condition SAS allocation expires in 2041, and the FAS allocation expires in 2051. The C-51 reservoir water will provide an offset by recharging groundwater withdrawals; no direct surface water withdrawals will be made by the utilities.

TAMARAC

Service Area: City of Tamarac and portions of the City of Fort Lauderdale, and the City of Oakland Park.

Bulk Water: The bulk water agreement to purchase approximately 0.17 mgd of bulk water from the City of Fort Lauderdale will not be renewed in 2024.

Description: Potable water supplies are obtained from the SAS via the Tamarac Wellfield, and water is treated at the Tamarac West WTP using lime softening.

Population and Finished Water Demand				
	Existing	Projected		
	2021	2025	2035	2045
Population	66,280	66,685	69,379	71,474
Average 2017-2021 Per Capita (gallons per day finished water)	100			
Potable Water Demands (daily average annual finished water in mgd)	**6.63**	**6.67**	**6.94**	**7.15**

SFWMD Water Use Permitted Allocation (mgd)	
Potable Water Source	Permit Number 06-00071-W (expires 2042)
SAS	8.47
FAS	0.00
Total Allocation	**8.47**

FDEP Potable Water Treatment Capacity (PWS ID # 4061429)				
Permitted Capacity by Source	Cumulative Facility & Project Capacity (mgd)			
	Existing	Projected		
	2021	2025	2035	2045
SAS	16.00	16.00	16.00	16.00
FAS	0.00	0.00	0.00	0.00
Total Potable Treatment Capacity	**16.00**	**16.00**	**16.00**	**16.00**
Nonpotable Alternative Water Source Treatment Capacity (mgd)				
Reclaimed	0.00	0.00	0.00	0.00
Total Nonpotable Treatment Capacity	**0.00**	**0.00**	**0.00**	**0.00**

Project Summary						
Water Supply Projects	Source	Completion Date	Total Capital Cost ($ million)	Projected Cumulative Design Capacity (mgd)		
				2025	2035	2045
Potable Water						
No Projects						
Total Potable Water			**$0.00**	**0.00**	**0.00**	**0.00**
Nonpotable Water						
No Projects						
Total Nonpotable Water			**$0.00**	**0.00**	**0.00**	**0.00**
Total New Water			**$0.00**	**0.00**	**0.00**	**0.00**

APPENDIX E
Interconnect Agreements

Temp. Reso. # 6024

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-91-76

A RESOLUTION AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTER-LOCAL AGREEMENT WITH THE CITY OF NORTH LAUDERDALE PERTAINING TO PROVIDING EMERGENCY WATER IN THE EVENT OF A WATER SYSTEM FAILURE, CAUSING AN EMERGENCY IN EITHER CITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the appropriate City officials are hereby authorized to execute an Inter-local Agreement with the City of North Lauderdale pertaining to providing emergency water in the event of a water system failure, causing an emergency in either City, a copy of said agreement being attached hereto as "Exhibit 1".

SECTION 2: This resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this 24th day of April, 1991.

Norman Abramowitz
NORMAN ABRAMOWITZ
MAYOR

ATTEST:

Carol A. Evans
CAROL A. EVANS
CITY CLERK

I HEREBY CERTIFY that I have approved this Resolution as to form.

ALAN F. RUE
CITY ATTORNEY

RECORD OF COUNCIL VOTE

MAYOR	ABRAMOWITZ	Aye
DISTRICT 1:	C/M KATZ	Aye
DISTRICT 2:	C/M SCHUMANN	Aye
DISTRICT 3:	C/M GLASSER	Aye
DISTRICT 4:	V/M BENDER	Aye

R-91-76

INTERLOCAL AGREEMENT

PROVIDING FOR EMERGENCY WATER CONNECTIONS

BETWEEN

CITY OF TAMARAC

AND

CITY OF NORTH LAUDERDALE

THIS AGREEMENT entered into this ____ day of _____, 1991 by and between the City of North Lauderdale, a Florida municipal corporation, with its principal address at business at 701 S.W. 71st Avenue, North Lauderdale, hereinafter referred to as "North Lauderdale", and the City of Tamarac, a Florida municipal corporation, having its principal address at 7525 N.W. 88th Avenue, Tamarac, Florida, hereinafter referred to as "Tamarac".

W I T N E S S E T H:

WHEREAS, the Cities of Tamarac and North Lauderdale are adjacent municipal corporations; and

WHEREAS, the cities desire to address their mutual concerns by entering into this interlocal agreement, pursuant to Section 163.01 Florida Statutes;

NOW THEREFORE, in consideration of the mutual promises contained herein, the cities agree as follows:

1. Tamarac will connect its water system to the water system of North Lauderdale in accordance with the specifications provided by Tamarac which are incorporated herein by reference and made a specific part hereof.

R-91-76

2. Tamarac and North Lauderdale, at their own cost and expense, shall install a physical connection to the center line of 64th Avenue, North of Commercial Boulevard, to accomodate and to accomplish this activity.

3. The connection shall be controlled by two (2) valves, one of which will be operable by each City, and maintained by each City.

4. In the event of a water system failure, causing an emergency in either City, the valve of the party not experiencing the emergency shall be opened so as to permit the flow of water to the party experiencing the emergency.

5. In case of an emergency, a written or verbal communication from the City Manager or the Utility Director of either City setting forth the emergency and estimated time of use, shall be made and shall be the only request necessary to open the valve. Turning off the valve shall be handled by the same procedure. There shall be no charge for the water provided under the Agreement.

6. Each party to this Agreement expressly acknowledges the right of either party to refuse to provide the emergency water service, as set forth in this Agreement, if the party refusing determines that the provision of such service would constitute a danger to the health, safety and welfare of its citizens. In the event of such refusal, the requesting party agrees to waive any claim of loss or damage against the refusing party.

R-91-76

7. This Agreement may be terminated by either party upon thirty (30) days notice by delivery of an executed resolution of such termination adopted by the party seeking termination.

8. This Agreement shall take effect upon its execution by both parties, and its filing with the Clerk of the Circuit Court in and for Broward County, Florida.

9. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondences, conversations, agreements or undertakings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

11. This Agreement or any interest therein, shall not be assigned, transferred or otherwise encumbered under any circumstances by either party.

12. The Cities agree to indemnify and save each other, their agents, servants and employees harmless from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of either party,

R-91-76

its agents, servants and employees arising out of the performance of services under this Agreement to the extent provided by law.

13. This Agreement is executed and is to be performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida. This document shall be executed in at least four (4) counterparts, each of which shall be deemed to be a duplicate original.

14. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorneys fee at both trial and appellate levels. This and all other provisions of the Contract shall survive the execution of this transaction. Venue of any litigation shall be set in the Circuit Court of Broward County, Florida.

15. Wherever any approval is required hereunder, it shall not be unreasonably withheld.

16. The parties covenant and agree that time is of the essence in the performance of any and all obligations contained herein.

CITY OF TAMARAC

Norman Abramowitz, Mayor

John Kelly, City Manager

ATTEST:

Carol A. Evans, City Clerk

APPROVED AS TO FORM:

Alan F. Ruf, City Attorney

CITY OF TAMARAC
APPROVED AT MEETING OF 4/24/91

R-91-76

CITY OF NORTH LAUDERDALE

Mayor Jack Brady

ATTEST:

Edward F. Goebel, City Manager

Milli Dyer-Assentato, City Clerk

APPROVED AS TO FORM:

Samuel S. Goren, City Attorney

SSG:mp
letters/nl
watragmt

BROWARD COUNTY
FLORIDA

Public Works Department - Office of Environmental Services
Water Supply Division
2555 W. Copans Road
Pompano Beach, FL 33069
(305) 831-0810 • FAX (305) 831-0842

RECEIVED
1994 SEP 26 PM 4:20

CITY OF TAMARAC

September 23, 1994

M. H. Vaillant
Utilities Department
City of Tamarac
7525 N.W. 88 Avenue
Tamarac, FL 33321-2401

Re: Emergency Water Interconnect Agreement

Dear M. H. Vaillant:

Enclosed is an original copy of an Interlocal Agreement between the City of Tamarac and the Broward County Board of Commissioners for the emergency water interconnect.

Sincerely,

Michael J. Scottie, Director
Water Supply Division

MJS/tgt
Enclosure

cc: W. Horton
E. Kerwin

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS - An Equal Opportunity Employer and Provider of Services
Scott I. Cowan Suzanne N. Gunzburger John P. Hart Lori Nance Parrish Sylvia Poitier John E. Rodstrom, Jr. Gerald F. Thompson
We're Building A Future For Your Family. And Your Business.

Temp. Reso. No. 6682

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-94-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAMARAC, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE BROWARD COUNTY BOARD OF COMMISSIONERS FOR EMERGENCY WATER INTERCONNECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tamarac, Florida, believes that it is in the best interests of the citizens and residents of the City of Tamarac to provide many services and conveniences; and

WHEREAS, the City Council is desirous of entering into an Interlocal Agreement with the Broward County Board of Commissioners for Emergency Water Interconnect.

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

SECTION 1: That the appropriate City officials are hereby authorized to execute an Agreement with the **Broward County Board of Commissioners** for Emergency Water Interconnect, subject to such revisions as are approved by the City Attorney and City Manager, a copy of the Agreement is attached hereto as "Exhibit A" and made a part hereof.

SECTION 2: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3: 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 4: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED AND APPROVED this 8th day of June, 1994.

Norman Abramowitz

NORMAN ABRAMOWITZ
MAYOR

ATTEST:

Carol A. Evans

CAROL A. EVANS
CITY CLERK

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

MITCHELL S. KRAFT
CITY ATTORNEY

RECORD OF COUNCIL VOTE

MAYOR	ABRAMOWITZ	Aye
DIST. 1:	V/M KATZ	Aye
DIST. 2:	C/M MISHKIN	Aye
DIST. 3:	C/M SCHREIBER	Aye
DIST. 4:	C/W MACHEK	Aye

EXHIBIT A

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF TAMARAC

AND

BROWARD COUNTY BOARD OF COMMISSIONERS

FOR

EMERGENCY WATER INTERCONNECT

THIS AGREEMENT is made and entered into between the City of Tamarac, Florida, a Florida municipal corporation (hereinafter "City"), and Broward County, a political subdivision of the State of Florida, (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, CITY and COUNTY desire to provide for water needs for their respective water supply systems during emergency periods of reduced availability of their normal sources; and

WHEREAS, CITY and COUNTY as neighboring local utilities with existing facilities capable of furnishing limited potable water supply to each other, agree to enter into an agreement outlining the terms upon which each will furnish water to the other in times of emergency reduced availability of normal supplies; and

WHEREAS, the CITY and COUNTY desire to address their mutual concerns by entering into this Interlocal Agreement, pursuant to Section 163.01, Fla. Stats.; and

WHEREAS, it is deemed in the best interests of both City and County each to make this provision for augmenting emergency water supplies when such a need should arise.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, it is agreed:

1. Subject to the terms of this Agreement, CITY agrees to supply to COUNTY such potable water as is available within the CITY water system that is over and above the needs and demands of CITY and the customers of its water service area.

2. Subject to the terms of this Agreement, COUNTY agrees to supply to CITY such potable water as is available within the

County water system that is over and above the needs and demands of County and the customers of its water service area.

3. Water supplied under this Agreement shall be delivered to, and received from interconnecting facilities as described herein: I. INTERCONNECT LOCATION NO. 1: Broward County Interconnect with Tamarac (Commercial Boulevard Interconnect) southwest corner of State Road 7 (U.S. 441) and Commercial Boulevard as diagrammed in Exhibit 1, page 1. II. Interconnect Location No. 7: Broward County Interconnect with Tamarac (Broadview Interconnect) southwest corner of Bailey Road and Rock Island Road as diagrammed in Exhibit 1., page 2. III. Interconnect Location No. 3: Broward County Interconnect with Tamarac (State Road 7 (U.S. 441) Interconnect) southwest corner of 54 Street and State Road 7 (U.S. 441) as diagrammed in Exhibit 1. page 3. Said interconnecting facilities, hereinafter referred to as "The INTERCONNECT," shall be substantially as shown in Exhibit 1 to this Agreement. The interconnect shall be individually owned, to the point of connection. The interconnect ownership of all facilities therin shall be individually between the two parties. Responsibilities and costs for operation, maintenance, repair and replacement as needed shall be the individual responsibility of each party to this Agreement.

4. Water provided by one party to the other under the provisions of this Agreement shall be only that water needed to provide temporary assistance in the event one party has an emergency need for water beyond that available in its own system, while at the same time the water available to the other party is

in excess of its then current needs. Water shall be provided subject to the following conditions:

a. In case of an emergency, a written or verbal communication from the City of Tamarac's City Manager or his designee, or County's Director of Water Supply, or his designee, setting forth the emergency and estimated time of use, shall be made and shall be the only request necessary to open the valve. Turning off the valve shall be handled by the same procedure.

There shall be no charge for the water provided under the Agreement.

b. The receiving party agrees to exercise prompt and diligent effort to eliminate its need to obtain water from the transmitting party.

c. Each party to this Agreement expressly acknowledges the right of either party to refuse to provide or to cease to provide the emergency water service, as set forth in this Agreement, if the party refusing determines that either the provision of such service or the continuation of such service would consititute a danger to the health, safety and welfare of its citizens. In the event of

such refusal, the requesting party agrees to waive any claim of loss or damage against the refusing party.

5. This Agreement shall remain in full force and effect until terminated upon sixty (60) days written notice by either party to the other at its sole discretion.

6. It is understood and agreed by and between the two parties that if any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other condition or provision herein contained, however, that the invalidity of any such condition or provision does not materially prejudice either party in its respective rights and obligations contained in the remaining valid conditions or provisions of the Agreement.

7. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach.

8. This Agreement shall take effect upon its execution by both parties.

9. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondences, conversations, agreements or undertakings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

11. This Agreement or any interest therein, shall not be assigned, transferred or otherwise encumbered under any circumstances by either party.

12. The parties agree to indemnify and save each other, their agents, servants and employees harmless to the extent permitted by law from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of either party, its agents, servants and employees arising out of the performance of services under this Agreement to the extent provided by law.

13. This Agreement is executed and is to be performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida. This document shall be executed in at least four (4) counterparts, each of which shall be deemed to be a duplicate original.

14. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorneys fee at both trial and appellate levels. This and all other provisions of the Contract shall survive the execution of this transaction. Venue of any litigation shall be set in Broward County, Florida.

15. Wherever any approval is required hereunder, it shall not be unreasonably withheld.

16. The parties convenant and agree that time is of the essence in the performance of any and all obligations contained herein.

17. Whenever either party desires to give notice unto any other party, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

CITY OF TAMARAC:	BROWARD COUNTY
City Manager City of Tamarac 7525 Northwest 88 Avenue Tamarac, Florida 33321	Director of Water Supply Broward County Board of Commissioners 2555 West Copans Road Pompano Beach, Florida 33069
with a copy to:	with a copy to:
The City Attorney 7525 Northwest 88 Avenue Tamarac, Florida 33321	The Broward County Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC through its City Council, signing by and through its Mayor, authorized to execute same by Council action on the 8th day of June, 1994, and the BROWARD COUNTY BOARD OF COMMISSIONERS through its _____, signing by and through its _____, duly authorized to execute same by Board action on the 5th date of July, 1994.

CITY OF TAMARAC:

By: _____
Norman Abramowitz, Mayor

Date: June 22, 1994

ATTEST:

By: _____
Carol A. Evans,
City Clerk

By: _____
Robert Noe, Jr.
City Manager

Date: June 22, 1994

Approved as to form:

By: _____
Mitchell S. Kraft,
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAMARAC AND BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS FOR EMERGENCY WATER INTERCONNECT

ATTEST:

County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____, Chair

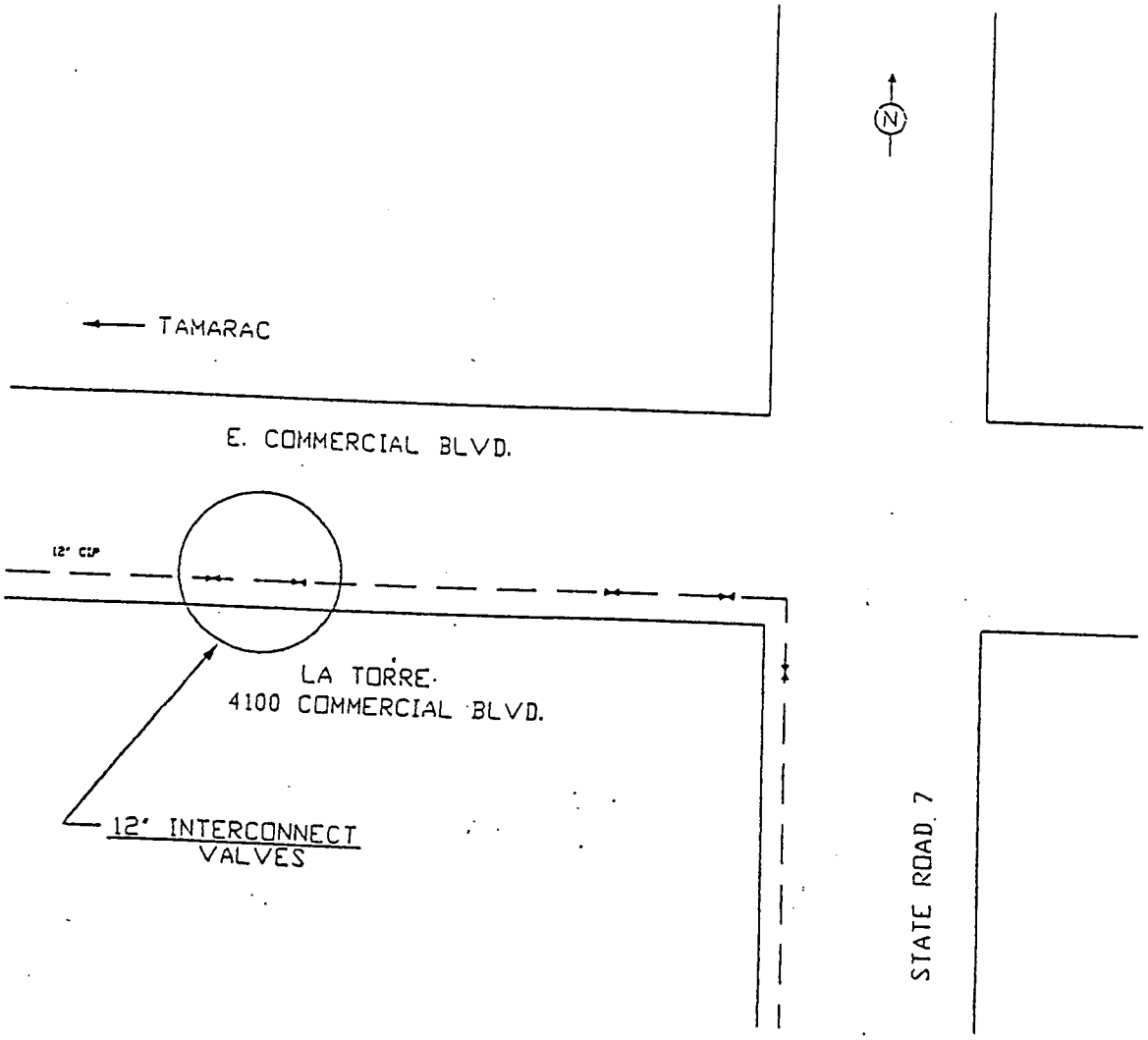
8th day of September 1994.

Approved as to form by
Office of County Attorney
Broward County, Florida
JOHN J. COPELAN, JR., County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By _____
MICHAEL J. KERR
Assistant County Attorney

THE CITY OF TAMARAC, FLORIDA

BROWARD COUNTY / TAMARAC WATER SYSTEMS
INTERCONNECT LOCATION 1



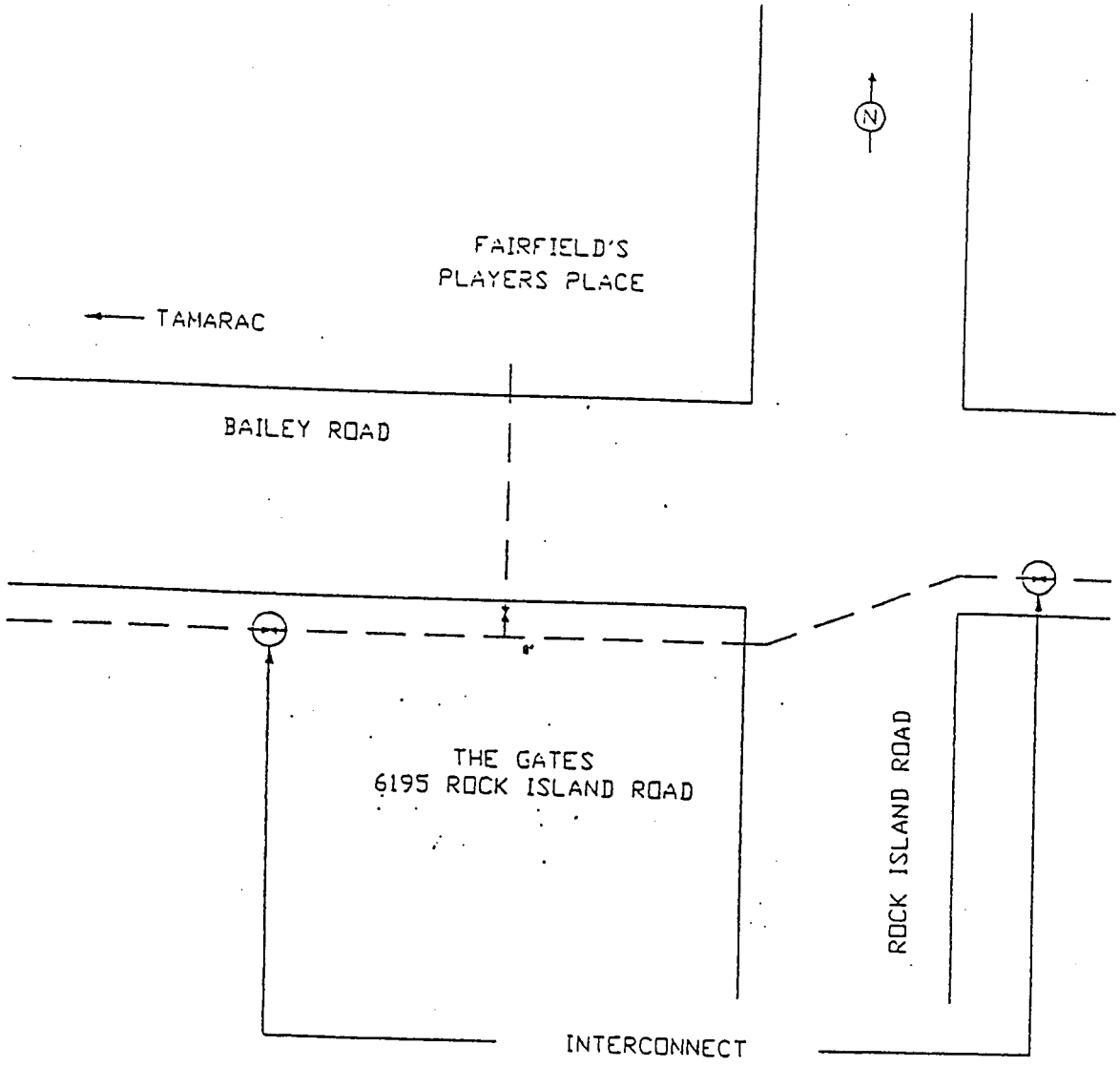
① BROWARD INTERCONNECT WITH TAMARAC (COMMERCIAL BOULEVARD INTERCONNECT) SOUTHWEST CORNER OF STATE ROAD 7 AND COMMERCIAL BOULEVARD

INTERLSVG

PAGE 1

THE CITY OF TAMARAC, FLORIDA

BROWARD COUNTY / TAMARAC WATER SYSTEMS
INTERCONNECT LOCATION 2



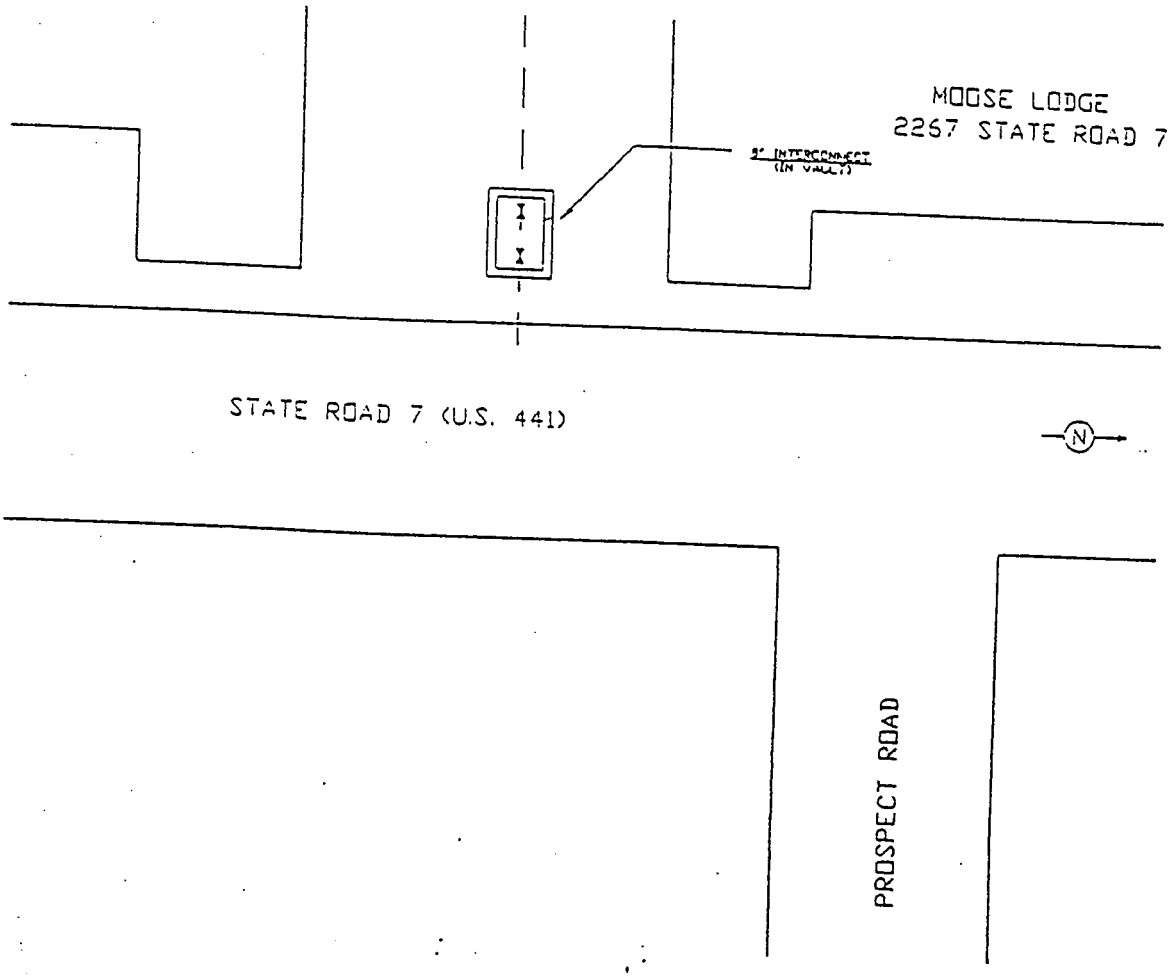
② BROWARD INTERCONNECT WITH TAMARAC
(BROADVIEW INTERCONNECT)
SOUTHWEST CORNER OF BAILEY ROAD
AND ROCK ISLAND ROAD

INTER2.DWG

PAGE 2

THE CITY OF TAMARAC, FLORIDA

BROWARD COUNTY / TAMARAC WATER SYSTEMS
INTERCONNECT LOCATION 3



③ BROWARD INTERCONNECT WITH TAMARAC
(STATE ROAD 7 INTERCONNECT)
SOUTHWEST CORNER OF 54th STREET
AND STATE ROAD 7 (U.S. 441)

INTER3.DWG

PAGE 3

APPENDIX F

Capital Improvement Plans for TPSD

FY 2026 CAPITAL IMPROVEMENTS PROGRAM DEPARTMENT	DIST. #	PROJ. #	FUNDING SOURCE	PRIOR YEAR FUNDING	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	TOTAL FY 2026-FY 2031	TOTAL ALL YEARS
Sub-Total- Public Services:				**$ 3,956,309**	**$ 10,442,160**	**$ 145,998,875**	**$ 20,314,837**	**$ 28,778,857**	**$ -**	**$ 34,072,281**	**$ 239,607,010**	**$ 243,563,319**
PUBLIC SERVICES - STORMWATER												
Culvert and Headwalls Phase 8: FY25-FY26	Citywide	SW25A	Stormwater Capital Fund 411	400,000	400,000	-	-	-	-	-	**400,000**	**800,000**
Culvert and Headwalls Phase 9: FY27-FY28	Citywide	SW27A	Stormwater Capital Fund 411	-	-	400,000	400,000	-	-	-	**800,000**	**800,000**
Sub-Total- Stormwater:				**$ 400,000**	**$ 400,000**	**$ 400,000**	**$ 400,000**	**$ -**	**$ -**	**$ -**	**$ 1,200,000**	**$ 1,600,000**
UTILITIES												
Irrigation Replacement		UT26E	Utilities Capital Fund 441-6030	639,000	100,000	100,000	100,000	100,000	100,000	100,000	**600,000**	**1,239,000**
Sewer Main Rehabilitation (I & I)		UT26B	Utilities Capital Fund 441-6040	12,750,000	500,000	500,000	500,000	500,000	500,000	500,000	**3,000,000**	**15,750,000**
Tamarac West System Rehabilitation		UT26F	Utilities Capital Fund 441-6030	2,100,000	300,000	300,000	300,000	300,000	300,000	350,000	**1,850,000**	**3,950,000**
WTP Control Building (cost over existing budget)		UT22X	Utilities Capital Fund 441-6020	24,000,000	20,000,000	-	-	-	-	-	**20,000,000**	**44,000,000**
WTP Renewal/Replacement		UT26C	Utilities Capital Fund 441-6020	900,000	150,000	150,000	150,000	500,000	1,000,000	1,000,000	**2,950,000**	**3,850,000**
WTP Emergency Repairs		UT26A	Utilities Capital Fund 441-6020	-	500,000	500,000	-	-	-	-	**1,000,000**	**1,000,000**
Replace Wastewater Force Mains		UT24Q	Utilities Capital Fund 441-6040	500,000	3,000,000	-	-	-	-	-	**3,000,000**	**3,500,000**
PFAS Removal System		UT26D	Utilities Capital Fund 441-6020	-	2,000,000	-	20,000,000	-	-	-	**22,000,000**	**22,000,000**
Rehab Accelators - Internals (Incl. Replacement of Weirs)		UT26G	Utilities Capital Fund 441-6020	-	150,000	-	-	-	-	-	**150,000**	**150,000**
WW Lift Station Pump Conversion		UT24S	Utilities Capital Fund 441-6040	-	-	-	1,500,000	-	1,500,000	-	**3,000,000**	**3,000,000**
WW Lift Station Rehabilitation		UT21P	Utilities Capital Fund 441-6040	900,000	-	500,000	-	500,000	-	500,000	**1,500,000**	**2,400,000**
Lime Sludge Handling - Engineering Fees		UT26H	Utilities Capital Fund 441-6020	-	1,650,000	-	-	-	-	-	**1,650,000**	**1,650,000**
Lime Sludge Handling - Design		UT26H	Utilities Capital Fund 441-6020	-	-	3,000,000	-	-	-	-	**3,000,000**	**3,000,000**
Lime Sludge Handling - Construction		UT26H	Utilities Capital Fund 441-6020	-	-	-	12,000,000	-	-	-	**12,000,000**	**12,000,000**
WTP Raw Water Well 14 to 17 Elec Upgrades - Construction		UT25D	Utilities Capital Fund 441-6020	-	600,000	-	-	-	-	-	**600,000**	**600,000**
WTP Well Maintenance Program (Well Upgrade Project)		UT26I	Utilities Capital Fund 441-6020	1,335,000	200,000	-	200,000	-	200,000	-	**600,000**	**1,935,000**
WTP Ammoniation System Upgrade and Improvements - Analysis		UT21V	Utilities Capital Fund 441-6020	20,000	-	20,000	-	-	-	-	**20,000**	**40,000**
WTP Ammoniation System Upgrade and Improvements - Installation		UT22V	Utilities Capital Fund 441-6020	124,500	-	-	124,500	-	-	-	**124,500**	**249,000**
WTP Ammoniation System Upgrade - additional project fees		UT22V	Utilities Capital Fund 441-6020				750,000				**750,000**	**750,000**
Convert Sodium Hypochlorite Pumps - Engineering		TBD	Utilities Capital Fund 441-6020	-	-	400,000	-	-	-	-	**400,000**	**400,000**
Replace Sodium Hypochlorite Pumps - Construction		TBD	Utilities Capital Fund 441-6020	-	-	-	4,000,000	-	-	-	**4,000,000**	**4,000,000**
Water Loss Assessment (Leak Detection Program)		UT21W	Utilities Capital Fund 441-6020	200,000	-	-	-	-	30,000	-	**30,000**	**230,000**
Rate Study		UT21S	Utilities Capital Fund 441-6030	55,000	-	-	50,000	-	-	-	**50,000**	**105,000**
Risk and Resilience Study		UT25A	Utilities Capital Fund 441-6020	250,000	-	-	-	-	250,000	-	**250,000**	**500,000**
Water Master Plan Study		TBD	Utilities Capital Fund 441-6030	-	-	-	400,000	-	-	-	**400,000**	**400,000**
Paint Storage Tanks/Filters/Accelators/Piping		UT23Q	Utilities Capital Fund 441-6020	-	-	-	-	-	1,000,000	-	**1,000,000**	**1,000,000**
Replace Transfer and Backwash Pumps - Construction		UT23J	Utilities Capital Fund 441-6040	-	-	-	-	2,000,000	-	-	**2,000,000**	**2,000,000**
Grants/Tamarac Square Water Main Replacement		UT24G	Utilities Capital Fund 441-6040	-	-	-	600,000	-	-	-	**600,000**	**600,000**
Mainlands Section 7 WM Replacement		UT22P	Utilities Capital Fund 441-6030	-	-	2,200,000	-	-	-	-	**2,200,000**	**2,200,000**
East Side Distribution Expansion (cost over existing budget)		UT22O	Utilities Capital Fund 441-6030	14,000,000	2,500,000	-	-	-	-	-	**2,500,000**	**16,500,000**
Woodland Country Club WM Replacement-Phases 1-4		TBD	Utilities Capital Fund 441-6030	-	-	-	12,000,000	-	-	-	**12,000,000**	**12,000,000**
Mainland Sections 1-5 Water Main Replacement - Phase 1		TBD	Utilities Capital Fund 441-6030	-	-	-	-	-	8,000,000	-	**8,000,000**	**8,000,000**
Mainland Sections 1-5 Water Main Replacement - Phase 2		TBD	Utilities Capital Fund 441-6030	-	-	-	-	-	-	6,009,193	**6,009,193**	**6,009,193**
Boulevards Watermain Improvements		TBD	Utilities Capital Fund 441-6030	-	-	-	-	3,000,000	-	-	**3,000,000**	**3,000,000**
Heathgate & Sunflower Communities Water Main Replacement		TBD	Utilities Capital Fund 441-6030	-	-	9,000,000	-	-	-	-	**9,000,000**	**9,000,000**
Green Haven, Fair Haven & Sunset Isle Water Main Replacement		UT25G	Utilities Capital Fund 441-6030	500,000	-	7,500,000	-	-	-	-	**7,500,000**	**8,000,000**
Westwood Phase 1 (Pipe Bursting)		UT23I	Utilities Capital Fund 441-6030	-	-	5,250,000	-	-	-	-	**5,250,000**	**5,250,000**
Westwood Phase 2 (Pipe Bursting)		TBD	Utilities Capital Fund 441-6030	-	-	6,000,000	-	-	-	-	**6,000,000**	**6,000,000**
RRA Security Upgrades for WTP Facility:												
Video Surveillance for Wells 4, 5, and 6		TBD	Utilities Capital Fund 441-6020	-	-	-	270,000	-	-	-	**270,000**	**270,000**
Video Surveillance Wells 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19		UT25I	Utilities Capital Fund 441-6020	-	-	120,000	100,000	-	-	-	**220,000**	**220,000**
Sub-Total- Utilities:				**$ 58,273,500**	**$ 31,650,000**	**$ 35,540,000**	**$ 53,044,500**	**$ 6,900,000**	**$ 12,880,000**	**$ 8,459,193**	**$ 148,473,693**	**$ 206,747,193**
TOTAL				***$ 65,713,155***	***$ 62,381,991***	***$ 196,862,549***	***$ 74,505,587***	***$ 35,678,857***	***$ 12,880,000***	***$ 59,227,373***	***$ 441,536,357***	***$ 507,249,512***

www.chasolutions.com



October 5, 2026

The Honorable Michelle J. Gomez
Mayor, City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

Dear Mayor Gomez,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Tamarac (Amendment No. 26-01ESR) received on September 3, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The local government should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the local government is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S**. If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days** after the second public hearing is held **or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Avian Williams, Planning Analyst, by telephone at (850)-717-8504 or by email via Avian.Williams@Commerce.fl.gov.

Sincerely,

Yazmin Valdez, Bureau Chief
Bureau of Community Planning and Growth

YV/aw

Enclosure(s): Procedures for Adoption

cc: Kent Walia, AICP, Community Development Director
Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

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: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING AMENDMENTS TO THE CITY OF TAMARAC COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, CONSERVATION ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A," TO INCORPORATE THE WATER SUPPLY PLANNING POLICIES CONSISTENT WITH THE CITY OF TAMARAC WATER SUPPLY FACILITIES WORK PLAN - 2026 UPDATE; AND ADOPTING, THE CITY OF TAMARAC WATER SUPPLY FACILITIES WORK PLAN - 2026 UPDATE, ATTACHED HERETO AS EXHIBIT "B"; CONSISTENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGIONAL WATER SUPPLY PLAN; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:

a. Section 163.3177(6)(c)3., F.S. requires local governments to incorporate a water supply facilities work plan into their comprehensive plans within eighteen (18) months after the governing board of the applicable Water Management District approves their updated regional water supply plan;

TAMARAC
The City For Your Life

Business Impact Estimate

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): An amendment to the 2050 Comprehensive Plan to incorporate the 2026 Water Supply Work Plan Update by reference and apply the necessary changes to the goals, objectives, and policies within the applicable elements of the Comprehensive Plan.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: There will be no direct economic impact of the proposed ordinance on private, for profit business in the City of Tamarac as the Ordinance is directed to comply growth management policies for the State of Florida.

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: CHA Consulting, Inc was retained by Public Services to complete the update to the Water Supply Facilities Work Plan for the City of Tamarac at a cost of $49,850. CHA Consulting, Inc was paid from the Utilities Capital Fund. Cost was already accounted for staff time for preparing ordinances and amendments to the City's Comprehensive Plan.

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance: None

7. Additional information (if any):

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

CITY OF TAMARAC
NOTICE OF COMPREHENSIVE PLAN AMENDMENT

THE CITY OF TAMARAC, City Commission proposes to adopt the following by Ordinance on **2nd Reading:**

TEMPORARY ORDINANCE **2630**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING AMENDMENTS TO THE CITY OF TAMARAC COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, CONSERVATION ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A," TO INCORPORATE THE WATER SUPPLY PLANNING POLICIES CONSISTENT WITH THE CITY OF TAMARAC WATER SUPPLY FACILITIES WORK PLAN - 2026 UPDATE; AND ADOPTING, THE CITY OF TAMARAC WATER SUPPLY FACILITIES WORK PLAN - 2026 UPDATE, ATTACHED HERETO AS EXHIBIT "B"; CONSISTENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGIONAL WATER SUPPLY PLAN; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A Public Hearing on the ordinance will be held by the **City Commission** on **2nd Reading** on **Wednesday, October 28, 2026,** at or after **9:30 a.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

The Draft Ordinance and attached Exhibits may be viewed in the Community Development Department located at 7525 NW 88 Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

In accordance with the Procedures for Public Hearings contained in Chapter 2, Article II, Section 2-34 of the City of Tamarac Code of Ordinances, members of the public may speak on the item at times designated by the presiding officer.

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, they will 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 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following number: 711.

KIMBERLY DILLON, CMC
City Clerk

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 28, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	TO 2638
AGENDA SECTION:	**ORDINANCE(S) - SECOND READING**
TITLE:	TO2638 - An Ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pensions and Retirement, Article III, entitled Pension Plan, by amending Section 16-219, providing for changes to normal retirement age; adding the eligibility of thirty (30) years of credited service, regardless of age; replacing age fifty-five (55) and thirty (30) years of service to age fifty-five (55) and twenty-five (25) years of service; providing for a savings clause; providing for severability; providing for codification and providing for an effective date
RECOMMENDATION:	The Director of Human Resources recommends approval of an Ordinance amending the City of Tamarac General Employees' Pension Plan to change the Normal Retirement Age eligibility effective October 1, 2026.
BACKGROUND:	The Collective Bargaining Agreement (CBA) between the City of Tamarac and the Federation of Public Employees (FPE) is anticipated to be approved by the City Commission on October 14, 2026. This agreement includes an amendment to the Normal Retirement Age eligibility under the General Employees' Pension Plan. Currently the Plan's Normal Retirement Age is the earlier of the first day of the month on which or after which the participant attains age sixty-two (62) or attains age fifty-five (55) and thirty (30) years of vesting credits. During negotiations, the City and the Union agreed to update the Normal Retirement Age to the earlier of either: the first day of the month on which or after which the participant attains age sixty-two (62), the first day of the month on or after which the Participant attains thirty (30) years of Credited Service, regardless of age; or the Participant attains age fifty-five (55) and has accrued twenty-five (25) years of Credited Service effective October 1, 2026.

ISSUE: Review and approval of changes to the City of Tamarac General Employees' Pension Plan (the "Plan") Ordinance, Chapter 16, Article III, Division 4, Section 16-219.

STRATEGIC GOALS: Goal #6: Tamarac is a Dynamic Workplace

ATTACHMENTS:

TO 2638 - Memo FINAL 10-8-26.pdf
TO2638_-_Ord_-_Tamarac_General_Amend_9-29-2026.docx
TO2638 ImpactStatement_Ordinance_26__Exhibit A.pdf
TO2638 Business Impact Estimate.docx

City of Tamarac
Interoffice Memorandum
Human Resources

To: Levent Sucuoglu, City Manager

From: Danielle Durgan, Director of Human Resources

Date: October 1, 2026

Re: Pension Ordinance Amendment – City of Tamarac Pension Plan

---

Recommendation:

The Director of Human Resources recommends approval of an Ordinance amending the City of Tamarac Pension Plan to change the Normal Retirement Age eligibility effective October 1, 2026.

Issue:

Review and approval of changes to the City of Tamarac Pension Plan (the "Plan") Ordinance, Chapter 16, Article III, Division 4, Section 16-219.

Background:

The Collective Bargaining Agreement (CBA) between the City of Tamarac and the Federation of Public Employees (FPE) is anticipated to be approved by the City Commission on October 14, 2026. This agreement includes an amendment to the Normal Retirement Age eligibility under the Pension Plan. Currently the Plan's Normal Retirement Age is the earlier of the first day of the month on which or after which the participant attains age sixty-two (62) or attains age fifty-five (55) and thirty (30) years of vesting credits. During negotiations, the City and the Union agreed to update the Normal Retirement Age to the earlier of either: the first day of the month on which or after which the participant attains age sixty-two (62), the first day of the month on or after which the Participant attains thirty (30) years of Credited Service, regardless of age; or the Participant attains age fifty-five (55) and has accrued twenty-five (25) years of Credited Service effective October 1, 2026.

Fiscal Impact:

As determined by the Plan's Actuary, this ordinance amendment increases the annual contribution required from the City by 0.38 percentage points of covered payroll (from 14.95% to 15.33% if it were effective for the 2025/26 plan year). The estimated recurring increase in the City's annual required contribution is $21,272, based on the October 1, 2025, actuarial valuation. Funding for this additional pension cost is included in the adopted FY 2026/27 budget and will be allocated among the applicable funds based on the respective payroll funding sources of participating employees. Any required budgetary adjustments will be addressed through existing appropriations or a subsequent budget amendment, as necessary.

Ira Carter for Danielle Durgan

Danielle Durgan

cc: Maxine Calloway, Deputy City Manager
Priscilla Moxey, Director of Financial Services
Michael Morrison, General Employees' Pension

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2026- _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AMENDING CHAPTER 16, PENSIONS AND RETIREMENT, ARTICLE III, ENTITLED PENSION PLAN, BY AMENDING SECTION 16-219, PROVIDING FOR CHANGES TO NORMAL RETIREMENT AGE; ADDING THE ELIGIBILITY OF THIRTY (30) YEARS OF CREDITED SERVICE, REGARDLESS OF AGE; REPLACING AGE FIFTY-FIVE (55) AND THIRTY (30) YEARS OF SERVICE TO AGE FIFTY-FIVE (55) AND TWENTY-FIVE (25) YEARS OF SERVICE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") and the Federation of Public Employees (the "Union") have negotiated and agreed to new terms and conditions included in the governing Collective Bargaining Agreement effective October 1, 2026, through September 30, 2029, that provide certain changes to pension benefits as provided for herein; and

WHEREAS, the Board of Trustees of the City of Tamarac General Employees' Pension Trust Fund (the "Board") have requested and approved such amendments as being in the best interests of the participants and beneficiaries; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein and attached hereto as Exhibit A; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the citizens of the City of Tamarac to amend the plan to reflect these changes.

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

Section 1: That the foregoing whereas clauses 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 Section 16-219, *Normal retirement age*, of Chapter 16, Article III, Division 4, of the City of Tamarac Code of Ordinances, be and is hereby amended to read as follows: (Words in underline type is added and ~~strikethrough~~ is deleted)

*** * ***

Section 16-219. - Normal retirement age

(a) Until February 3, 2006, the normal retirement age shall be the first day of the month on which or after which the participant attains age sixty-two (62). Effective February 4, 2006, the normal retirement age shall be the earlier of the first day of the month on which or after which the participant attains age sixty-two (62) or attains age fifty-five (55) and thirty (30) years of vesting credits. Effective October 1, 2026, the normal retirement age shall be the earlier of either: the first day of the month on which or after which the Participant attains age sixty-two (62), the first day of the month on or after which the Participant attains thirty (30) years of Credited Service, regardless of age; or the Participant attains age fifty-five (55) and has accrued twenty-five (25) years of Credited Service.

Section 3: It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this Ordinance may be renumbered or re-lettered, and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

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

Section 5: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6: This Ordinance shall become effective on adoption.

PASSED, FIRST READING this _____ day of _____, 2026.

PASSED, SECOND READING this _____ day of _____, 2026.

_____
Michelle J. Gomez, MAYOR

ATTEST:

_____
Kimberly Dillon, CMC
City Clerk

I HEREBY CERTIFY that I have approved this ORDINANCE as to form.

_____
Hans Ottinot, Esq, City Attorney

RECORD OF COMMISSION VOTE: 1st Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM WRIGHT JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

RECORD OF COMMISSION VOTE: 1st Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM WRIGHT JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

CITY OF TAMARAC EMPLOYEES' PENSION PLAN

IMPACT STATEMENT FOR ORDINANCE NO. O-26-_____

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. O-26-_____ of the City of Tamarac, which ordinance makes the following change to the City of Tamarac Employees' Pension Plan effective October 1, 2026 for any participants actively employed on or after that date:

> *Changes the plan's normal retirement age from the earlier of age 62 or age 55 with at least 30 years of service to age 62 or age 55 with at least 25 years of service or any age with at least 30 years of service.*

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

_____

Chair, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. O-26-_____ based on the results of the October 1, 2025 actuarial valuation. The ordinance increases the annual contribution required from the City by **0.38%** of payroll (from 14.95% of payroll to 15.33% of payroll if it were effective for the 2025/26 plan year). As of October 1, 2025, the increase in annual cost is $21,272.

The following table sets forth the required disclosures in connection with the plan changes which have been described above:

	As of October 1, 2025 (Old Plan Provisions)	As of October 1, 2025 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
retirement benefits	$ 39,199,320	$ 39,912,527
termination benefits	2,831,397	2,824,931
disability benefits	340,608	275,168
death benefits	492,737	381,475
return of contributions	326,327	326,327
sub-total	$ 43,190,389	$ 43,720,428
for terminated vested participants	$ 1,641,565	$ 1,641,565
for retired participants and beneficiaries		
retired (other than disab.) & benef.	$ 35,624,609	$ 35,624,609
disabled retirees	317,043	317,043
sub-total	$ 35,941,652	$ 35,941,652
total	$ 80,773,606	$ 81,303,645
Entry age normal accrued liability:		
for active participants		
retirement benefits	$ 28,476,785	$ 29,519,720
termination benefits	1,605,562	1,596,894
disability benefits	215,434	169,059
death benefits	316,070	237,945
return of contributions	150,619	150,619
sub-total	$ 30,764,470	$ 31,674,237
for inactive participants	$ 37,583,217	$ 37,583,217
total	$ 68,347,687	$ 69,257,454
Actuarial value of assets	(72,006,570)	(72,006,570)
Unfunded accrued liability	$ 0	$ 0
Actuarial present value of accrued benefits	$ 61,451,727	$ 63,198,453
Present value of active participants':		
Future salaries	$ 69,273,326	$ 64,829,669
Future contributions	$ 4,849,137	$ 4,538,077
Present value of future contributions from the employer (including expense loading)	$ 4,437,449	$ 5,245,221
Total annual compensation (2025/26 FY)	$ 9,129,955	$ 9,041,837
Minimum required contribution (2025/26 FY):		
Annual normal cost (incl. expenses)	$ 2,003,619	$ 2,018,723
Unfunded liability amortization pmt.	0	0
Interest adjustment	0	0
Expected employee contribution	(639,097)	(632,929)
Total	$ 1,364,522	$ 1,385,794
As a percentage of payroll	**14.95%**	**15.33%**

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles T. Carr/dg

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 26-04927

9-28-26

Date signed

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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AMENDING CHAPTER 16, PENSION AND RETIREMENT, ARTICLE III, EMPLOYEES' PENSION PLAN, SECTION 16-219, PROVIDING FOR CHANGES TO NORMAL RETIREMENT AGE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☒ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The ordinance is enacted to implement the following:

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.

TAMARAC
The City For Your Life

Business Impact Estimate

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

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

Business Impact Estimate

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 28, 2026
SUBMITTED BY:	Collette Blake
ITEM TYPE:	Board Order
AGENDA SECTION:	**QUASI-JUDICIAL HEARING(S)**
TITLE:	TBO105 - Order granting/denying Special Exception application for Sexy Vape Smoke Shop to occupy space located at 6041 N. University Drive, Tamarac, Florida 33321 to allow for the use of a Vape/Smoke Shop, in the Mixed-Use Neighborhood (MU-N) zoning district, pursuant to the Table of Allowed Uses in Section 10-3.2 of the Tamarac Code of Ordinances.

ATTACHMENTS:

1) SE Memo - SVSS CC_.docx
2) TBO#105 - SVSS CC.docx
3 - Sexy Vape SE Justification Letter.pdf
4 - Site Location Map - SVSS.pdf
5 - 2025 PDF SURVEY.pdf
6 - As-Built Site Plan '16.pdf
7 - Sunshine Floor Plan '23.pdf
8 - Z.I.P. Admin Order 12-22-2022.pdf
9 - Ordinance No. O-2023-020.pdf
Legal_Ad.pdf
BACKUP - Vape Shop emails_and BTRs.pdf
BACKUP - Vape Shop Application..pdf
Backup - 01-11-23-Commission Minutes.pdf
Backup - CAO Email.pdf
Backup - Re-requiring SE & VAR.pdf
Backup - Transcript from January 11 2023.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 26-10-001M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu
City Manager

FROM: Kent Walia, AICP, CFM
Director of Community Development

DATE: October 28, 2026

RE: *Sexy Vape Smoke Shop* – Special Exception *{Quasi-Judicial}*
TEMP BOARD ORDER NO. 105**; CASE#:** 3-Z-26**; MF#:** 03-00

RECOMMENDATION: The Director of Community Development recommends the Mayor and Commission approve the Special Exception petition to authorize the operation of an existing Vape/Smoke Shop, within the Applebee's Plaza, located at 6041 N. University Drive in the Mixed-Use Neighborhood (MU-N) zoning district, in accordance with Land Development Code (LDC) Section 10-3.2; Table 10-3.1, at its October 28, 2026 meeting (continued from the October 14th meeting) with conditions of approval (see attached Board Order for Special Exception - Temp Board Order No. 105).

ISSUE: Mohamad El-Helou of MMM Miami Corp., business owner and designated agent for the property owner, UFC Investment & Management, Inc., is requesting Special Exception approval to operate an existing Vape/Smoke Shop named "Sexy Vape Smoke Shop" located at 6041 N. University Drive (subject site). Pursuant to LDC Section 10-3.2, Table 10-3.1, "Allowed Uses," a Vape/Smoke Shop requires Special Exception approval [see attached Justification Letter Exhibit "A"].

LOCATION: The subject property is located at the southwest corner of NW 61st Street and N. University Drive (see aerial photograph above and attached location map). The property consists of a parcel within an existing commercial retail plaza, legally described as Westland Plat 172-64 B Portion Desc AKA: Lot 1, and commonly known as "Applebee's Plaza." Sexy Vape Smoke Shop is seeking to operate within an existing suite located at 6041 N. University Drive, Tamarac, Florida 33321, within the plaza. The subject property is approximately 1.93 net acres in size, has a City of Tamarac Future Land Use designation of "Commercial," and is zoned Mixed-Use Neighborhood (MU-N).



Surrounding Land Use and Zoning Analysis:

	Zoning District	Use
North	Public Facilites (PF)	City Water Treatment Plant
South	Mixed-Use General (MU-G)	Midway Plaza (Multi-Use Commercial)
East	Mixed-Use Neighborhood (MU-N)	Broward Teachers Union (Office & Training Facility)
West	Two-Family Residential (R-2)	Edgewater Village (Two-Family Dwelling Residential)

BACKGROUND: Pursuant to Resolution No. R-2004-132, the original Site Plan for the subject property, previously known as Washington Mutual Plaza, was approved in 2004 for three (3) detached one-story buildings, each with a different use. Records indicate that the buildings were constructed in 2006. The three (3) structures were constructed as follows: one (1) detached building of approximately five thousand (5,000) square feet, specifically for a Washington Mutual bank; one (1) detached building of approximately nineteen thousand six hundred (19,600) square feet, which provided eleven (11) bays for lease; and one (1) outparcel building of approximately six thousand eight hundred (6,800) square feet, specifically for an AutoZone retail store.

Originally, the plaza was approved with the address range of 6001–6095 N. University Drive. The subject property was previously zoned B-2 (Community Business District) under the City's former Land Development Code. The property was rezoned to Mixed-Use Neighborhood (MU-N) on July 12, 2018, as part of the Citywide rezoning via Ordinance No. O-2018-09.

Per staff records, the plaza is currently separated into four (4) individual parcels, as the property owners initiated the parcel division for their respective business interests. The plaza as a whole currently contains a well-balanced variety of commercial uses, including retail auto parts, a restaurant, a nail salon, professional offices, and medical marijuana sales.

Suite #6041 has had multiple tenants. City records for the suite date back to 2017 and identify two (2) businesses that have operated within the space: Liberty Tax Service (Professional Office) and Sunshine Retail Stores, Inc. (Vape/Smoke Shop and Retail Sales, General < 10,000 sq. ft.).

In December 2022, the owner of Sunshine Retail Stores, Inc. visited the Community Development Department to inquire about the Business License and Certificate of Occupancy applications for a proposed Vape/Smoke Shop located at 6041 N. University Drive. At that time, no Building Permit Application had been filed with the Building Department. The former business owner attempted to submit a Business License application through the Community Development Department on December 28, 2022. The Business License application was rejected due to an active Administrative Order Zoning in Progress/Moratorium ratified on December 22, 2022 to expire on June 20, 2023.

The Zoning in Progress stated: "order declaring zoning in progress and instituting a 180-day moratorium on the submission, processing, approval or issuance of any new business tax receipts, development orders or permits for any retail use that supports liquor stores, vape and smoke shops and bar, lounge, or tavern uses in the City of Tamarac."

The former business owner of Sunshine Retail Stores, Inc., also known as Sunshine Smoke Shop, and the property owner, UFC Investment & Management, Inc., attended the City Commission meeting on January 11, 2023, to express their desire to operate the Vape/Smoke Shop. At the City Commission meeting, the Mayor offered an amendment to ratify the Zoning in Progress to the following day by 5pm to allow (1) business 'Sunshine Retail Stores, Inc.' the opportunity to submit their Business License & Building Permit Application before the 5pm deadline the following day. The City Commission then added one (1) additional condition: "*this allowance is subjected specifically for this business, and the business license shall not be transferable*."

Therefore, the City Commission authorized Sunshine Retail Stores, Inc. to submit its Building Permit and Business License applications as a permitted use by right, without requiring Special Exception approval and notwithstanding the Zoning in Progress/Moratorium.

The Zoning in Progress was extended a second time from June 20, 2023 to December 17, 2023, to enable City staff to properly distinguish liquor stores and vape or smoke shops from the broad "Retail" use category. In addition, bar, lounge, or tavern uses were also evaluated to allow for their proper placement and distance separation in the appropriate zoning designations to avoid their clustering and/or proliferation within the City's municipal boundaries. The research conducted in the time of the two (2) Zoning in Progresses lead to the October 25, 2023 Text Amendment.

At its October 25, 2023, meeting, the City Commission approved the termination of the Zoning in Progress by amending Chapter 10, Article 3, of the City of Tamarac Land Development Code to create a new use type under the category "Retail Sales" for "Vape/Smoke Shop and Liquor Store" and to require Special Exception approval in the Mixed-Use Neighborhood (MU-N), Mixed-Use Corridor (MU-C), Mixed-Use General (MU-G), and Neighborhood Commercial (NC) zoning districts via Ordinance No. O-2023-20. Previously, both uses were categorized as "Retail Sales, General < 10,000 sq. ft." and were permitted by right in the same four (4) zoning districts.

Additionally, the City Commission approved use-specific standards for these use types, including: 1) a minimum separation distance of one thousand (1,000) feet between similar uses and from the real property comprising a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and neighboring cities; and 2) if an existing Vape/Smoke Shop or liquor store has procured a business tax receipt and a certificate of occupancy and, thereafter, a public or private preschool, elementary school, middle school, or secondary school is established within the required separation distance, the establishment of such preschool or school shall not be cause for the discontinuance or classification as a nonconforming use of the existing Vape/Smoke Shop or liquor store, pursuant to Ordinance No. O-2023-20. The following table indicates the approximate distance between the proposed use from the nearest academic or religious institutions listed in the aforementioned code section.

Land Development Code Section 10-3.3(D)(15)(e)(i) "Use-Specific Standards"

Use & Location	Distance Requirement (P/L to P/L)	Distance Provided (P/L to P/L)
Soaring Eagles Academy "Preschool" (Midway Plaza)	1,000 Feet	320 Feet
Publix Liquors (Midway Plaza)	1,000 Feet	320 Feet
Saint Malachy Catholic School "PreK – 5th Grade" (Religious Grounds)	1,000 Feet	356 Feet

New Generation Liquors (5800 Plaza)	1,000 Feet	489 Feet
My Smoke Stash (Univ. Shoppes)	1,000 Feet	1,500 Feet

Sunshine Retail Stores, Inc. properly filed its building permit and business license applications within the timeframe authorized by the City Commission, completed all required inspections, and was issued a Certificate of Occupancy ("C.O.") on May 4, 2023. Per City records, Sunshine Retail Stores, Inc. was classified as "Merchant-Retail" and maintained an active Business License from 2023–2024.

On August 20, 2024, a prospective business owner, Mohamad El-Helou of MMM Miami Corp., also known as Sexy Vape Smoke Shop, visited the Community Development Department to inquire about transferring the Business License. Mr. El-Helou began the process of applying for a C.O. through the Building Department's Electronic Plan Review ("EPR") system and was provided Building Permit No. BP24-3911. Per City records, no documents were uploaded to the EPR documents folder.

On August 22, 2024, the Business Tax Receipt was issued and transferred to MMM Miami Corp. Per staff records, the Business Tax Receipt filed for Sunshine Retail Stores, Inc. did not include the condition imposed by the City Commission stating that "this allowance is subjected specifically for this business, and the business license shall not be transferable." Therefore, the prospective business owner was not made aware by the previous business owner, property owner, or City staff that the previous business was restricted from transferring the business license pursuant to the City Commission's action. As of August 27, 2024, the Business License for MMM Miami Corp. was activated for 2024 and renewed for 2025.

On February 19, 2025, the City of Tamarac Building Department opened a Special Magistrate case and issued a Notice of Violation to the current business and the subject property for operating without a Certificate of Occupancy, an active permit, or documents uploaded under Building Permit No. BP24-3911. Subsequently, Building Permit No. BP24-3911 was cancelled by the Building Department.

On May 16, 2025, Community Development staff met with Mr. El-Helou to discuss the history of the suite and the process for applying for Special Exception and Variance applications. During the meeting, Mr. El-Helou disclosed that MMM Miami Corp. began operating the leased suite as a Vape/Smoke Shop in September 2024 after receiving the Business Tax Receipt, but without obtaining a C.O., both of which are required to operate a business in the City of Tamarac. Mr. El-Helou then advised that he would hire an outside agent/representative to assist with the Special Exception application and supporting documents.

On May 4, 2026, Mr. El-Helou submitted completed Special Exception and Variance applications, supporting documentation, and payment.

ANALYSIS: The applicant, Mohamad El-Helou, is requesting Special Exception approval to authorize the continued operation of an existing Vape/Smoke Shop, consisting of approximately one thousand one hundred twenty (±1,120) square feet, within a commercial retail plaza.

The applicant has also filed a separate Variance application (3-B-26) seeking relief to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet, per the use-specific standard set forth in Section 10-3.3(D)(15)(e)(i).

Per LDC Section 10-4.3, Table 10-4.1, titled "Minimum Number of Off-Street Parking Spaces," a Retail Sales, General < 10,000 sq. ft. use requires one (1) parking space for every three hundred (300) square feet of leased space. As such, the approximately ±1,120 square feet of occupied space require a minimum

of four (4) parking spaces. The plaza contains a total of two hundred eighteen (218) parking spaces. Of these, one hundred eight (108) parking spaces are required for existing tenant operations, leaving one hundred ten (110) parking spaces available. Thus, the proposed use, together with the existing uses, will meet the minimum on-site parking requirement.

Pursuant to LDC Section 10-5.3, Community Development staff conducted a standard review of the off-street parking, floor plan layout, and compatibility with the surrounding community to ensure compliance with City Code requirements. Architectural and traffic reviews were not required for this project. Staff review will confirm that all applicable site design criteria are satisfied in accordance with the Code prior to issuance of the C.O.

To add, Broward Sheriff's Office (BSO) reported there were five (5) calls for service from the location over the past year and indicated that none were cause for concern.

Pending the outcome of the City Commission meeting, Sexy Vape Smoke Shop will be required to retroactively obtain a Certificate of Occupancy ("Safety Permit") through the Building Department and a new Business Tax Receipt through the Business Revenue Division before legally operating within the City of Tamarac.

In accordance with LDC Section 10-5.4(G), Special Exceptions are permitted uses within their respective zoning districts that require individualized review due to the potential individual or cumulative impacts they may have on surrounding areas or neighborhoods. The review process allows for the imposition of conditions to mitigate identified concerns or denial of the use if those concerns cannot be resolved.

Code Section 10-3.2, Table 10-3.1 "Allowed Uses"

CITY OF TAMARAC – PROPOSED CODE									
USE CATEGORY	USE TYPE	RES	MIXED USE & NONRESIDENTIAL					SP	
Retail Sales		R3	MUN	MUC	MUG	NC	BP	I1	RC
	Vape/Smoke Shop, Liquor Store								
			SE	SE	SE	SE			
Bar, Lounge, or Tavern	Food & Beverage Services		SE	SE	SE	SE			A

Applications for Special Exceptions shall demonstrate compliance with the code criteria listed below:

Review Standards for Special Exception

LDC Section 10-5.4(G)(4)

(a) The proposed development will be consistent with the Comprehensive Plan;

The proposed Sexy Vape Smoke Shop is consistent with the goals, objectives, and policies of the City of Tamarac's 2050 Comprehensive Plan. Specifically, the Vape/Smoke Shop will comply with the following:

Goal 1.1 – Future Land Use Element: The City will promote land uses that encourage smart community growth, maximize economic benefits, and protect and preserve the natural environment.

Objective 10 – Future Land Use Element: The City will continue to enforce its Land Development Code which addresses controlled access to adjacent traffic circulation facilities, adequate onsite circulation and off-street parking for existing and planned commercial development.

The subject property is zoned Mixed-Use Neighborhood (MU-N) and is designated Commercial on the City's Future Land Use Map. A Vape/Smoke Shop is considered a commercial use and is permitted under the Commercial land use designation, consistent with the City's Comprehensive Plan. The property is located within an existing shopping plaza containing other retail, medical, and personal service uses, contributing to the orderly growth of the community, as encouraged by Goal 1.1 of the Future Land Use Element. Furthermore, the existing parking lot will accommodate the minimum parking requirements and circulation areas necessary for the effective operation of the business. Therefore, the proposed use is consistent with the applicable goals and objectives outlined above.

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

The applicant is seeking approval to operate a Vape/Smoke Shop within an existing commercial retail plaza that complied with the applicable development standards of the Code at the time of its construction. The property is zoned Mixed-Use Neighborhood (MU-N), and a Vape/Smoke Shop is permitted in the zoning district with Special Exception approval by the City Commission. The applicant has submitted the appropriate application materials for consideration of the use, as required by the City's Code. As a result, the proposed use complies with the applicable zoning district, use, and development standards prescribed by the City's Code.

(c) The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;

The applicant's proposed business is located along a designated commercial thoroughfare and is complementary to the existing uses within the plaza, including retail auto parts, a restaurant, a nail salon, professional offices, and medical marijuana sales. This type of use is compatible with the existing commercial character of the plaza and is not anticipated to negatively affect surrounding businesses. Additionally, the next closest Vape/Smoke Shop is located approximately one thousand five hundred (1,500) feet from property line to property line, while the door-to-door distance is approximately two thousand three hundred (2,300) feet. There will be no change to the existing character of the development or the immediate neighborhood.

(d) The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;

The proposed use is deemed desirable for public convenience and is not injurious or otherwise detrimental to the public health, safety, comfort, or welfare. The Vape/Smoke Shop will occupy a small portion of the existing plaza, and the applicant will provide adequate measures for the health, safety, and security of patrons. Broward Sheriff's Office (BSO) reported there were five (5) calls for service from the location over the past year and indicated that none were cause for concern. The Vape/Smoke Shop will be subject to inspections by local and state authorities and must comply with all applicable state and local rules and regulations.

(e) The proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable;

All activities associated with the Vape/Smoke Shop will be confined to the building. In addition, the applicant has agreed to prohibit patrons from smoking products sold at the establishment immediately outside the facility and to post appropriate signage to that effect. As such, the proposed use will minimize adverse effects on surrounding properties. Furthermore, the Vape/Smoke Shop is located within a commercial plaza facing a major commercial corridor (N. University Drive), more than seventy-five (75) feet from the

neighboring residential community and separated by a five (5)-foot-high buffer wall along the west property line, further minimizing potential adverse effects and nuisances on adjacent properties.

(f) The proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public street;

Applebee's Plaza has two (2) points of ingress and egress along NW 61st Street and N. University Drive. There is sufficient on-site parking, and the internal drives are designed to provide efficient mobility throughout the plaza and to and from the surrounding roadways. Due to the significant surplus of parking, the proposed use will have minimal impact on the existing parking demand within the plaza. In addition, the multiple points of ingress and egress within the development will help mitigate the impact of additional traffic on the surrounding roadways.

(g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;

The current and previous tenant have been operating in the existing space sufficiently since 2023 without requesting any renovations. Additionally, the applicant has indicated that they have no anticipated intent to expand.

(h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;

In the letter of justification, the applicant acknowledges that the Special Exception approval shall remain valid only while the C.O. and Business Tax Receipt remain active.

(i) The Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met; and

In the letter of justification, the applicant acknowledges that, if the business is sold, the approved Special Exception may be transferred only in accordance with City Code requirements, including the submission of the required documentation and payment of all applicable fees.

(j) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

In the letter of justification, the applicant agrees that any pre-existing Code violations will be addressed and resolved prior to the issuance of the Certificate of Occupancy.

The Special Exception application demonstrates compliance with the review standards listed in Section 10-5.4(G)(4); as such, the Director of Community Development recommends approval.

STRATEGIC GOALS: This item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, "The City of Tamarac is Economically Resilient." The applicant intends to occupy an existing Vape/Smoke Shop consisting of approximately one thousand one hundred twenty (±1,120) square feet of leased tenant space within an existing commercial plaza. The project supports orderly growth and economic development by continuing a use that became nonconforming following an amendment to the LDC, maintaining a similar retail use within the existing commercial plaza, and providing a convenient location for a retail smoke shop in this area of Tamarac. The Vape/Smoke Shop is located more than two hundred (200) feet from N. University Drive, a major thoroughfare that provides significant access to and from the City.

CONCLUSION: The Director of Community Development recommends that the Mayor and Commission approve the Special Exception petition to authorize the operation of an existing Vape/Smoke Shop, within the Applebee's Plaza, located at 6041 N. University Drive in the Mixed-Use Neighborhood (MU-N) zoning district, in accordance with Land Development Code (LDC) Section 10-3.2; Table 10-3.1, at its October 28, 2026 meeting subject to the following conditions of approval:

1. *Approval of the Variance, Case No. 3-B-26, requesting to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet, per the use-specific standard set forth in Section 10-3.3(D)(15)(e)(i).*

2. *Completion of the Building Permit for Interior Renovations and Safety, BP26-2918, the Building Department.*

3. *That the applicant agrees that any transfer of the special exception including all associated conditions will be acknowledged by the new owner in writing.*

4. *That the applicant agrees that any pre-existing code violations shall be satisfied before a business tax receipt and/or certificate of occupancy is issued for the use.*

5. *That the applicant agrees that the approval of the special exception shall only remain valid during the period in which the certificate of occupancy and business license remain active.*

6. *External security cameras will be installed to monitor both front and rear delivery doors.*

7. *That the applicant shall comply with Sections 569.14 and 569.43, Florida Statutes, by posting all required signage stating that the sale of tobacco and nicotine products to persons under 21 years of age is prohibited by law and that proof of age is required for purchase.*

8. *That the applicant has agreed to prohibit patrons from smoking products sold at the establishment immediately outside the facility and to post appropriate signage to that effect.*

9. *That the applicant has agreed to limit the daily hours of operation to 9:00 a.m. through 11:00 p.m.*

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: At its October 7, 2026 meeting, the Planning Board voted 5-0 to forward a favorable recommendation to the Mayor & City Commission for the Special Exception petition to authorize the operation of an existing Vape/Smoke Shop in the Mixed-Use Neighborhood (MU-N) zoning district with the conditions as outlined by staff. The item was continued from the October 14th City Commission meeting to allow the applicant to produce communication supporting his contention that he had received approval of his business tax receipt from staff (see attached referenced communication).

Kent Walia

_____

Kent Walia, AICP, CFM
Director of Community Development

Attachments: Board Order for Special Exception – Temp Board Order No. 105
Sexy Vape SE Justification Letter
Site Location Map - SVSS
Property Survey ‘25
As-Built Site Plan ‘16
Sunshine Floor Plan ‘23
Resolution R-2023-002 Z.I.P.(1)
Resolution R-2023-064 Z.I.P.(2)
Ordinance No. O-2023-020
Email correspondence and BTR records
BTR Application 2024

KW/CTW

Prepared by and Return to:
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

Space Above This Line for Processing Data

Space Above This Line for Recording

FINAL BOARD ORDER FOR DEVELOPMENT PERMIT

BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO – 2026 – _____

HEARING DATE: October 28, 2026
CASE NO. 3-Z-26

IN RE:	The Application of:	Sexy Vape Smoke Shop (Applebee's Plaza)
	Location:	6041 N. University Drive, Tamarac, Florida 33321
Property Folio Identification Number:		4941-09-45-0010
Property Legal Description:		WESTLAND PLAT 172-64 B PORTION DESC AS: BEG NW COR OF PARCEL B, S 388.78, E 213.06, N 388.72, W 220.01 TO POB AKA: LOT 1

FINAL ORDER APPROVING/DENYING SPECIAL EXCEPTION

Order granting Special Exception approval/denial for Sexy Vape Smoke Shop to occupy an existing tenant space within a commercial retail plaza for a Vape/Smoke Shop, in the Mixed-Use Neighborhood (MU-N) zoning district, pursuant to the Table of Allowed Uses in Section 10-3.2 of the Tamarac Code of Ordinances.

Mohamad El-Helou of MMM Miami Corp., also known as Sexy Vape Smoke Shop, business owner and designated agent for the property owner, UFC INVESTMENT & MANAGEMENT, INC. (the "Applicant"), is requesting approval of a Special Exception to allow a Vape/Smoke Shop use on the subject property, legally described as WESTLAND PLAT 172-64 B, PORTION DESC AS: BEG NW COR OF PARCEL B, S 388.78, E 213.06, N 388.72, W 220.01 TO POB, AKA LOT 1, located at 6005–6091 North University Drive, Tamarac, Florida (the "Property").

Notice of the request for Special Exception was given pursuant to Chapter 2, Article X and Chapter 10, Section 10-5.3(F) of the City of Tamarac Code of Ordinances. The City Commission of the City of

Tamarac ("Commission") has identified that the Property is in the Mixed-Use Neighborhood (MU-N) zoning district.

Pursuant to the authority contained in Section 10-5.4(G) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **October 7, 2026**, and recommend to the City Commission, **APPROVAL/DENIAL OF THE APPLICATION.**

Following consideration of all testimony and evidence presented at the City Commission hearing on **October 28, 2026**, and pursuant to Sections 2-369, 2-370, 10-5.3(G), 10-5.3(H), and 10-5.4(G) of the City of Tamarac Code of Ordinances, the City Commission **FINDS**:

a) That the proposed development will/will not be consistent with the Comprehensive Plan.

b) That the proposed development will/will not comply with applicable district, use, and development standards in the City of Tamarac Code of Ordinances.

c) That the proposed development will/will not be compatible with the existing natural environment and community character of the properties within the immediate neighborhood.

d) That the proposed development will/will not be desirable for public convenience and is/is not injurious or otherwise detrimental to the public health, safety, comfort, and welfare.

e) That the proposed development will/will not minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable.

f) That the proposed development will/will not include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimize traffic congestion in the public streets.

g) That the site area is/is not sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use.

h) That the Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remain active.

i) That the Special Exception is/is not transferable administratively subject to compliance with City Codes, submission of documentation and payment of all fees (if any).

j) Any pre-existing code violations shall be brought into compliance before a certificate of occupancy is issued for the proposed use.

Pursuant to the authority contained in Sections 2-369, 2-370, 10-3.2, 10-5.3(G), 10-5.3(H), and 10-5.4(G) of the City of Tamarac Code of Ordinances, the Applicant's request for Special Exception Approval to allow for a Vape/Smoke Shop in the Mixed-Use Neighborhood (MU-N) zoning district located at 6041 North University Drive, is hereby **DENIED/GRANTED WITH CONDITIONS** subject to the following:

1. *Approval of the Variance, Case No. 3-B-26, requesting to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet, per the use-specific standard set forth in Section 10-3.3(D)(15)(e)(i).*

2. *Completion of the Building Permit for Interior Renovations and Safety, BP26-2918, the Building Department.*

3. *That the applicant agrees that any transfer of the special exception including all associated conditions will be acknowledged by the new owner in writing.*

4. *That the applicant agrees that any pre-existing code violations shall be satisfied before a business tax receipt and/or certificate of occupancy is issued for the use.*

5. *That the applicant agrees that the approval of the special exception shall only remain valid during the period in which the certificate of occupancy and business license remain active.*

6. *External security cameras will be installed to monitor both front and rear delivery doors.*

7. *That the applicant shall comply with Sections 569.14 and 569.43, Florida Statutes, by posting all required signage stating that the sale of tobacco and nicotine products to persons under 21 years of age is prohibited by law and that proof of age is required for purchase.*

8. *That the applicant has agreed to prohibit patrons from smoking products sold at the establishment immediately outside the facility and to post appropriate signage to that effect.*

9. *That the applicant has agreed to limit the daily hours of operation to 9:00 a.m. through 11:00 p.m.*

This document shall be recorded in the public records of Broward County, Florida.

DONE and ORDERED this _____ day of _____, 2026, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I hereby certify that on this day, before me, by means of ☑ **physical presence or** ☐ **online** notarization, appeared City Commission, Mayor Michelle J. Gomez, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac ("City") City Commission, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City Commission.

Sworn to and subscribed before me this _____ day of _____, 2026.

_____
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

This Board Order was filed in the Office of the City Clerk on this ___ day of _____ 2026.

May 22, 2025

MMM Miami Corp d/b/a Sexy Vape Smoke Shop
6041 N. University Drive, Tamarac, FL 33321
Business Tax Receipt No.: 25-00016253
Land Folio Number: 494109450010
Email: Mhelou900@gmail.com

TO:
City of Tamarac
Community Development Department – Planning and Zoning Division
7525 NW 88th Avenue, Tamarac, FL 33321

Re: Special Exception Application for Smoke Shop Use

Dear Community Development Department:

Please accept this correspondence as the required Justification Letter in support of the Special Exception application submitted by **MMM Miami Corp**, doing business as **Sexy Vape Smoke Shop**, located at **6041 N. University Drive, Tamarac, FL 33321**. The request is being made pursuant to **Section 10-5.4(G)(4)** of the Tamarac Land Development Code, to continue operating a retail smoke shop business at the subject location under new Special Exception requirements enacted by the municipality. Pursuant to Code Section 10-5.4(G)(4) Sexy Vape Smoke Shop's Special Exception application shall be approved only if the Planning Board makes the following findings based on competent substantial evidence in the record:

a.) The proposed development will be consistent with the Comprehensive Plan;

The proposed retail smoke shop use is consistent with the goals and policies of the Tamarac Comprehensive Plan, which supports the development and continuation of diverse commercial services within key corridors such as University Drive. This corridor is designated for commercial uses, and our business contributes to the economic vitality of the area without disrupting its overall character. Operating within

a multi-tenant shopping plaza, Sexy Vape Smoke Shop aligns with the City's objectives of encouraging economic development and commercial vibrancy.

b.) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

The subject property is located within a commercial zoning district that permits retail uses. The proposed use, as a retail smoke shop, is appropriate under the district's intent when granted as a Special Exception. The operation does not require substantial alterations to the physical site or deviation from the existing zoning regulations, and is consistent with other low-impact uses currently operating within the plaza. Our continued use of the space will comply fully with the City's land development and operational standards.

c.) The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;

The surrounding properties include various retail and service-based businesses such as salons, convenience stores, and restaurants. The smoke shop is a low-impact use and poses no adverse effect on the community character or natural environment. No external construction is proposed, and the store maintains a clean and professionally designed storefront. We also adhere to plaza-wide aesthetic standards.

d.) The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;

The business has been operating responsibly and serves adult customers with legally compliant products. Measures have been implemented to prevent access to minors, and we have established a clean, secure, and orderly environment. All sales are restricted to customers aged 21 and older with mandatory ID verification. We take public safety seriously and do not allow loitering or disruptive behavior. The shop

enhances convenience for adult consumers without creating negative impacts on the broader community.

e.) The proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable:

As an indoor retail operation, the business generates no excessive noise, dust, light, or other nuisance to adjacent businesses or residential areas. No loud music is played, there are no exterior displays, and hours of operation are aligned with those of neighboring businesses. The shop's traffic is steady but minimal, without crowding or disruption.

f.) The proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets;

The property is located within a shopping center that provides ample parking and clear vehicular access. The nature of the business—short-duration retail visits by individuals—results in minimal traffic generation. There is no significant impact on traffic circulation or congestion within the shopping center or adjacent roadways.

g.) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;

The site is adequate and appropriate for the existing business use and any future continuation. The space is appropriately sized for a small retail shop and includes all required safety and access features. No expansion is currently planned, and the business operates comfortably within its allocated premises.

h.) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;

MMM Miami Corp understands that the Special Exception shall only remain valid during the period in which the certificate of occupancy and business license remain active. We are committed to maintaining compliance to ensure uninterrupted operation.

i.) The Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met; and

We understand that the Special Exception is transferable administratively upon compliance with City codes, submission of required documentation, and payment of associated fees. All procedures will be followed should a transfer ever be required.

j.) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

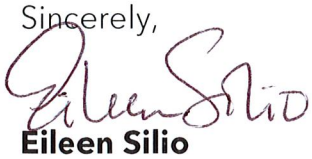
As of the date of this letter, there are no known unresolved code violations. However, should any pre-existing issues arise, MMM Miami Corp will address and satisfy them prior to the issuance of any new certificate of occupancy, in full cooperation with City requirements.

Conclusion

We respectfully request the City of Tamarac approve our application for a Special Exception. Sexy Vape Smoke Shop has demonstrated compatibility with the City's zoning regulations, Comprehensive Plan, and community standards. We remain committed to maintaining the highest levels of compliance, safety, and professionalism while serving our customers and supporting the economic development goals of the City.

Thank you for your time and consideration. We are available to provide any additional documentation or meet with staff as needed.

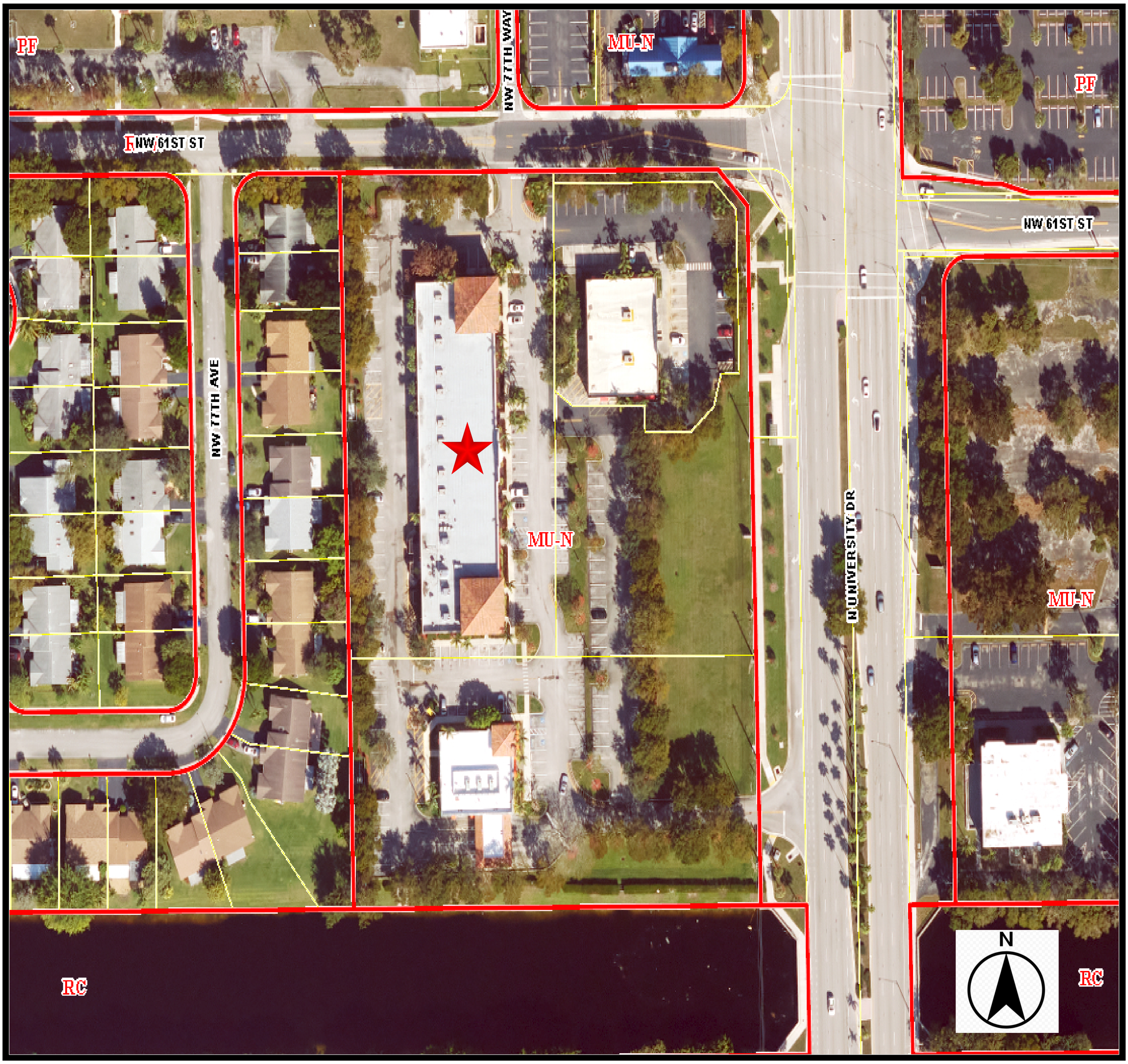
Sincerely,



Eileen Silio
Owner Representative
On behalf of MMM Miami Corp d/b/a Sexy Vape Smoke Shop

MOHAMAD N EL HELOU
Sexy Vape Smoke Shop
President
786-878-9261
Mhelou900@gmail.com

Sexy Vape Smoke Shop
Special Exception (SE) & Variance (VAR)
Case # 3-Z-26 & 3-B-26



Subject Property

TAMARAC

The City For Your Life

Kent Walia, AICP, CFM
Director of Community Development
7525 NW 88th Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

MAP OF BOUNDARY SURVEY

GRAPHIC SCALE

30' 15' 0 15' 30'

(IN FEET)
1 INCH = 30 FT.

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL "B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE WEST LINE OF PARCEL "B" BEARING S 01°26'27" E FOR A DISTANCE OF 388.78 FEET TO A POINT; THENCE N 89°35'05" E FOR A DISTANCE OF 213.06 FEET TO A POINT; THENCE N 00°24'55" W FOR A DISTANCE OF 388.72 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PARCEL "B"; THENCE S 89°35'05" W FOR A DISTANCE OF 220.01 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 84,171 SQ. FT. OR 1.93 ACRES MORE OR LESS.

PROPERTY ADDRESS

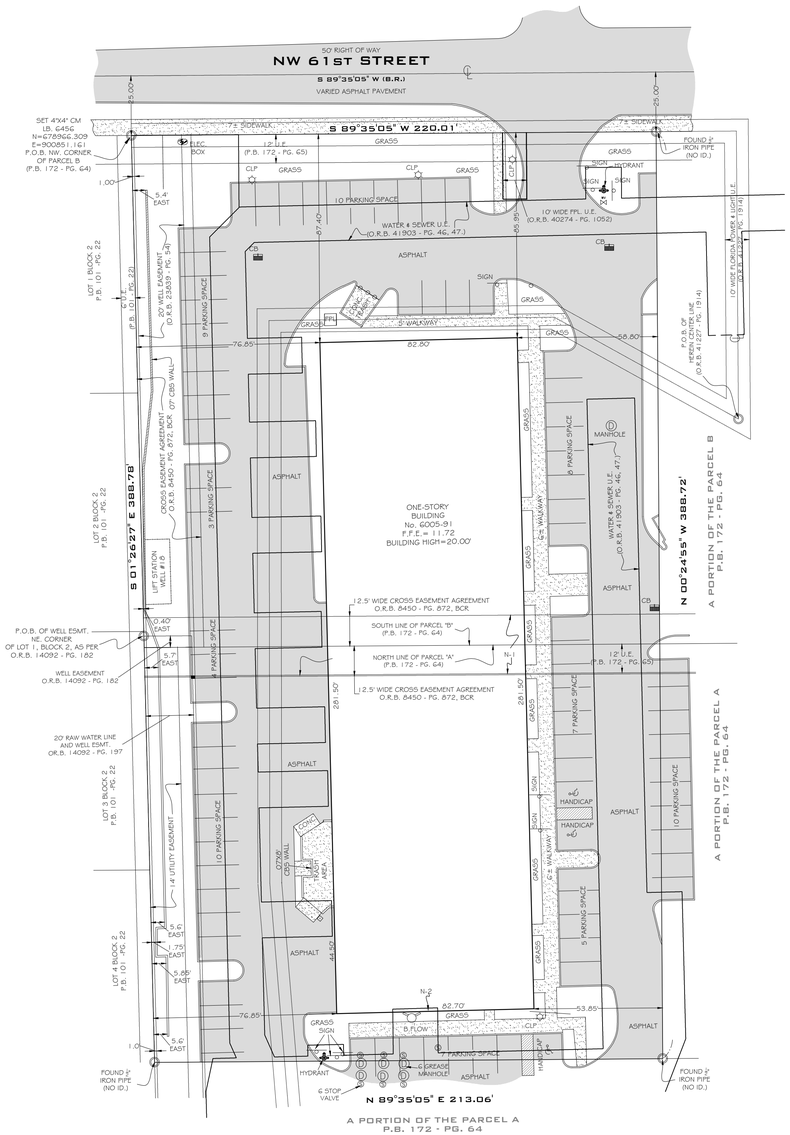
FOLIO No. 4941-09-45-0010
6001-6091 N. UNIVERSITY DRIVE
TAMARAC, FL 33321

AREA OF PROPERTY: 84,171 SQUARE FEET AND/OR
1.932 ACRES MORE OR LESS.

CERTIFIED TO:

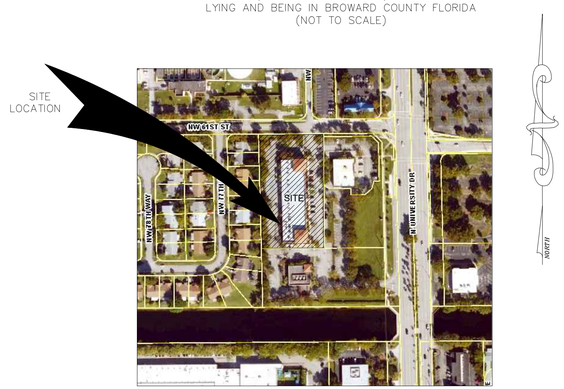
THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

-UFC INVESTMENT & MANAGEMENT INC



LOCATION MAP

SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST
LYING AND BEING IN BROWARD COUNTY FLORIDA
(NOT TO SCALE)



SURVEYOR'S NOTES:

1.) THE ABOVE CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE ABOVE LEGAL DESCRIPTION: PROVIDED BY CLIENT.
2.) THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM OF ENCUMBRANCES. ABSTRACT NOT REVIEWED.
3.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS BOUNDARY SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AN EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.
4.) ACCURACY: THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET, THE ACCURACY OBTAINED BY FIELD MEASUREMENT AND OFFICE CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS.
5.) FOUNDATIONS AND/OR FOOTINGS THAT MAY CROSS BEYOND THE BOUNDARY LINES OF THE PARCEL HEREIN DESCRIBED ARE NOT SHOWN.
6.) TYPE OF SURVEY: BOUNDARY SURVEY
7.) ELEVATIONS SHOWN HEREON ARE BASED ON TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88)
8.) ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. SURVEY FEET
9.) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
10.) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
11.) ENCUMBRANCES NOT SHOWN ON THE PLAT.
12.) THE WRITTEN CONSENT OF LANDMARK SURVEYING & ASSOCIATES, INC. UNDERGROUND PORTIONS OF FOOTING, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
13.) ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED.
14.) WALL TIES ARE TO THE FACE OF THE WALL.
15.) FENCE OWNERSHIP NOT DETERMINED.
16.) BASIS OF BEARINGS REFERENCED TO LINE NOTED AS B.B.
17.) BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD.
18.) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
19.) THE SOURCES OF DATA USED FOR THE PREPARATION OF THIS BOUNDARY SURVEY IS "WESTLAND " RECORDED IN PLAT BOOK 172, AT PAGE 64.
20.) THIS MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT A SCALE OF ONE INCH EQUALS 30 FEET.

ZONING RESTRICTIONS:

THE SUBJECT PROPERTY IS WITHIN THE JURISDICTION OF CITY OF TAMARAC AND IS CURRENTLY ZONED MU-N (LAND USE: COMERCIAL) ALL DEVELOPMENT PARAMETERS, INCLUDING MINIMUM LOT SIZE, MAXIMUM DENSITY, SETBACKS AND COMMON OPEN SPACE ARE ALSO INCLUDED IN CHAPTER 10, OF THE CODE OF ORDINANCE IN THE CITY OF TAMARAC, FLORIDA.

INFORMATION WAS OBTAINED ON 11-03-2025 FROM MUNICODE.COM

HTTPS://WWW.MUNICODE.COM/LIBRARY/FL/TAMARAC/CODES/CODE_OF_ORDINANCES?NODEID=PTIICO_CH10LADERE

NOTES:

N-1 = A PORTION OF THE BUILDING FALLS INSIDE THE CROSS EASEMENT AGREEMENT.

N-2 = A PORTION OF THE BUILDING ALONG THE SOUTH BOUNDARY LINE FALLS INSIDE THE WATER & SEWER EASEMENT.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS "MAP OF BOUNDARY SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTE.

SIGNED _____ FOR THE FIRM
ARTURO MENDIGUTIA, P.S.M.
P.S.M. No. 5844-STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IN A DIGITAL FORMAT NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL.

LANDMARK SURVEYING & ASSOCIATES, INC.
LB No. 7633
PROFESSIONAL SURVEYORS AND MAPPERS
8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556-4002 FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-REQUEST@LMSURVEYING.COM

ABBREVIATIONS AND LEGEND:

A/C	=DENOTES AIR CONDITIONING UNIT
B.B.	=DENOTES BASIS OF BEARINGS
ASPH.	=DENOTES ASPHALT
P	=DENOTES PROPERTY LINE
B.M.	=DENOTES BENCH MARK
C.B.S.	=DENOTES CONCRETE BLOCK STUCCO
CONC.	=DENOTES CONCRETE
C.&G	=DENOTES CURVE & GUTTER
V.G.	=DENOTES VALLEY GUTTER
℄	=DENOTES CENTERLINE
M	=DENOTES MONUMENT LINE
D.M.E.	=DENOTES DRAINAGE & MAINTENANCE EASEMENT
DIA.	=DENOTES DIAMETER
D.H.	=DENOTES DRILL HOLE
(M)	=DENOTES MEASURE
(R)	=DENOTES RECORD
R/W	=DENOTES RIGHT-OF-WAY
U.E.	=DENOTES UTILITY EASEMENT
P.B.	=DENOTES PLAT BOOK
PG.	=DENOTES PAGE
P.C.P.	=DENOTES PERMANENT CONTROL POINT
P.O.B.	=DENOTES POINT OF BEGINNING
TYP.	=DENOTES TYPICAL
— o —	=DENOTES WOOD FENCE
— x —	=DENOTES CHAIN LINK FENCE
O	=DENOTES FOUND IRON PIPE (NO ID.)
△	=DENOTES FOUND NAIL AND DISC
(R)	=DENOTES RECORDED
(M)	=DENOTES MEASURED
CLP	=DENOTES CONCRETE LIGHT POLE
Ⓢ	=DENOTES SANITARY MANHOLE
FPL	=DENOTES FLORIDA POWER & LIGHT
X.XX	=DENOTES ELEVATION
W	=DENOTES WATER VALVE
CB	=DENOTES CATCH BASIN
	=DENOTES HANDICAP PARKING
A/C	=DENOTES AIR CONDITIONING UNIT
	=DENOTES BRICK
	=DENOTES CONCRETE PAD
Ⓣ	=DENOTES TELEPHONE (BELLSOUTH) MANHOLE

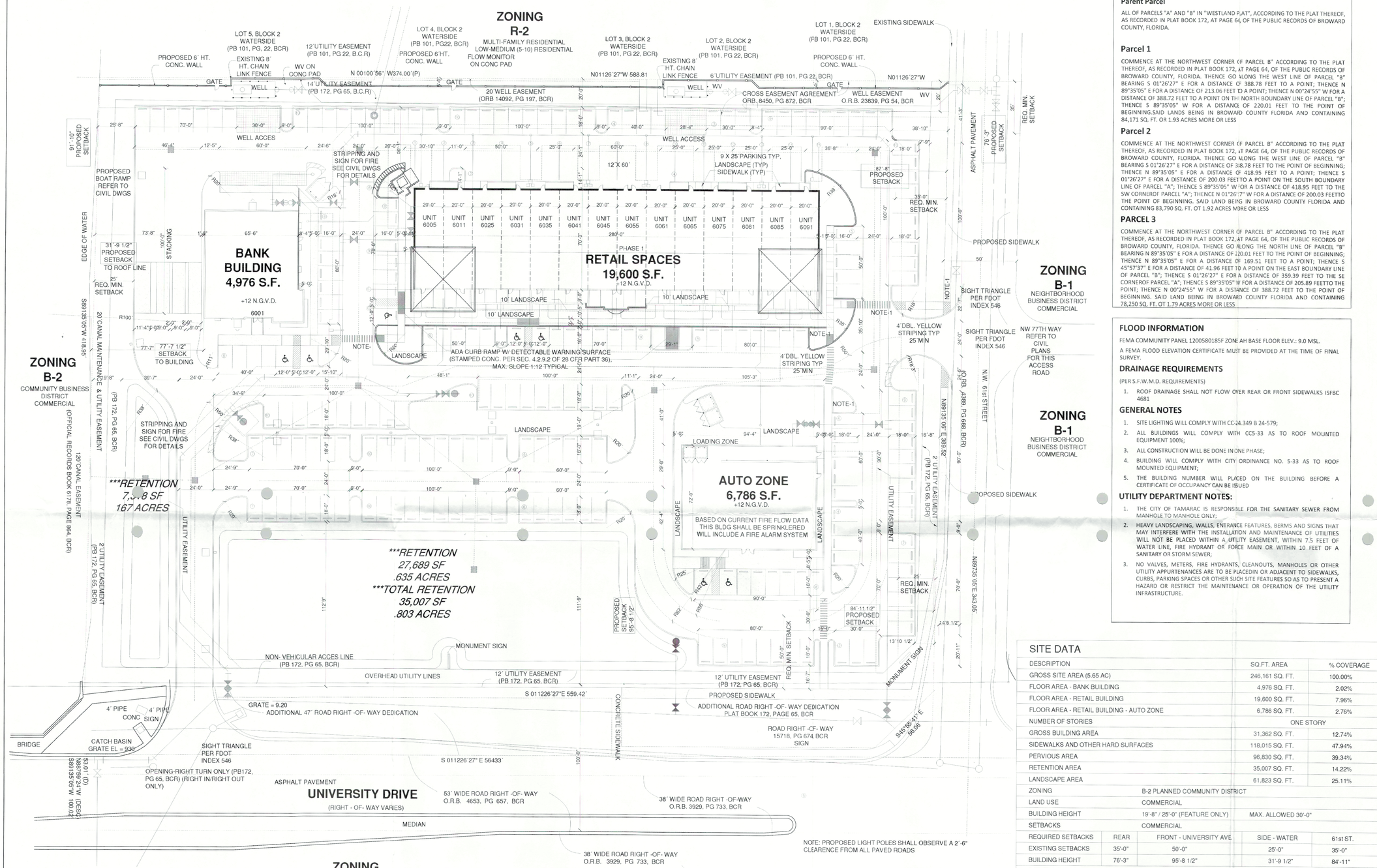
FIELD DATE OF SURVEY:	10-23-2025
BENCH MARK:	X 664
ELEVATION:	7.57 (NAVD 88)
FLOOD ZONE:	X
ELEVATION:	N/A
PANEL:	12011C0335
COMMUNITY:	120058
DATE OF FIRM:	08-18-2024
SUFFIX:	H
DATE	10-23-2025
DRAWN BY	J.FEE
SCALE	1"=30'

REVISION / UPDATE OF SURVEY

DATE	DRAWN BY	DESCRIPTION
DATE	N/A	
DESCRIPTION		
N/A		
11/03/25	C.M	UPDATE

JOB No.
2510.0216

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.



LEGAL DESCRIPTION

Parent Parcel

ALL OF PARCELS "A" AND "B" IN "WESTLAND P.AT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel 1

COMMENCE AT THE NORTHWEST CORNER OF PARCEL B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE WEST LINE OF PARCEL "B" BEARING S 01°26'27" E FOR A DISTANCE OF 388.78 FEET TO A POINT; THENCE N 89°35'05" E FOR A DISTANCE OF 213.06 FEET TO A POINT; THENCE N 00°24'55" W FOR A DISTANCE OF 388.72 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PARCEL "B"; THENCE S 89°35'05" W FOR A DISTANCE OF 220.01 FEET TO THE POINT OF BEGINNING.SAID LANDS BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 84,171 SQ. FT. OR 1.93 ACRES MORE OR LESS

Parcel 2

COMMENCE AT THE NORTHWEST CORNER OF PARCEL B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE WEST LINE OF PARCEL "B" BEARING S 01°26'27" E FOR A DISTANCE OF 318.78 FEET TO THE POINT OF BEGINNING; THENCE N 89°35'05" E FOR A DISTANCE OF 418.95 FEET TO A POINT; THENCE S 01°26'27" E FOR A DISTANCE OF 200.03 FEETTO A POINT ON THE SOUTH BOUNDARY LINE OF PARCEL "A"; THENCE S 89°35'05" W FOR A DISTANCE OF 418.95 FEET TO THE SW CORNEROF PARCEL "A"; THENCE N 01°26'27" W FOR A DISTANCE OF 200.03 FEETTO THE POINT OF BEGINNING. SAID LAND BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 83,790 SQ. FT. OT 1.92 ACRES MORE OR LESS

PARCEL 3

COMMENCE AT THE NORTHWEST CORNER OF PARCEL B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE NORTH LINE OF PARCEL "B" BEARING N 89°35'05" E FOR A DISTANCE OF 220.01 FEET TO THE POINT OF BEGINNING; THENCE N 89°35'05" E FOR A DISTANCE OF 169.51 FEET TO A POINT; THENCE S 45°57'37" E FOR A DISTANCE OF 41.96 FEET TO A POINT ON THE EAST BOUNDARY LINE OF PARCEL "B"; THENCE S 01°26'27" E FOR A DISTANCE OF 359.39 FEET TO THE SE CORNEROF PARCEL "A"; THENCE S 89°35'05" W FOR A DISTANCE OF 205.89 FEETTO THE POINT; THENCE N 00°24'55" W FOR A DISTANCE OF 388.72 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 78,250 SQ. FT. OT 1.79 ACRES MORE OR LESS

FLOOD INFORMATION

FEMA COMMUNITY PANEL 12005801 85F ZONE AH BASE FLOOR ELEV.: 9.0 MSL.

A FEMA FLOOD ELEVATION CERTIFICATE MUST BE PROVIDED AT THE TIME OF FINAL SURVEY.

DRAINAGE REQUIREMENTS

(PER S.F.W.M.D. REQUIREMENTS)

1. ROOF DRAINAGE SHALL NOT FLOW OVER REAR OR FRONT SIDEWALKS ISFBC 4681

GENERAL NOTES

1. SITE LIGHTING WILL COMPLY WITH CC-24.349 B 24-579;
2. ALL BUILDINGS WILL COMPLY WITH CC5-33 AS TO ROOF MOUNTED EQUIPMENT 100%;
3. ALL CONSTRUCTION WILL BE DONE IN ONE PHASE;
4. BUILDING WILL COMPLY WITH CITY ORDINANCE NO. 5-33 AS TO ROOF MOUNTED EQUIPMENT;
5. THE BUILDING NUMBER WILL PLACED ON THE BUILDING BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED

UTILITY DEPARTMENT NOTES:

1. THE CITY OF TAMARAC IS RESPONSIBLE FOR THE SANITARY SEWER FROM MANHOLE TO MANHOLE ONLY;
2. HEAVY LANDSCAPING, WALLS, ENTRANCE FEATURES, BERMS AND SIGNS THAT MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES WILL NOT BE PLACED WITHIN A UTILITY EASEMENT, WITHIN 7.5 FEET OF WATER LINE, FIRE HYDRANT OR FORCE MAIN OR WITHIN 10 FEET OF A SANITARY OR STORM SEWER;
3. NO VALVES, METERS, FIRE HYDRANTS, CLEANOUTS, MANHOLES OR OTHER UTILITY APPURTENANCES ARE TO BE PLACEDIN OR ADJACENT TO SIDEWALKS, CURBS, PARKING SPACES OR OTHER SUCH SITE FEATURES SO AS TO PRESENT A HAZARD OR RESTRICT THE MAINTENANCE OR OPERATION OF THE UTILITY INFRASTRUCTURE.

I. GENERAL REQUIREMENTS

1. NOTE INDICATING TYPE OF FIRE PROTECTION, I.E., SPRINKLERS, SMOKE DETECTORS. CC 10-47 (c)(23)(b);
2. ALL ADDRESSES ON COMMERCIAL BUILDINGS SHALL BE PLACED ON FRONT AND REAR OF ALL PROPERTIES IN A MINIMUM 6" NUMERALS, CONTRASTING WITH THEIR BACKGROUNDS. FFPC 3-7.1;
3.
4. ALL MANUAL SECURITY DEVICES, IF PROVIDED WITH LOCKS, MUST HAVE FIRE DEPARTMENT APPROVED LOCKING DEVICES. CC24580(1)(4)(b);

II. WATER SUPPLIES

1.
2.
3. FIRE PROTECTION SERVICES SHALL BE ADEQUATE TO PROTECT PEOPLE AND PROPERTY IN THE PROPOSED DEVELOPMENT. CC 10-128;
4. WATER SUPPLY FACILITIES EITHER EXISTING OR PROPOSED TO BE CONSTRUCTED BY THE DEVELOPER SHALL BE ADEQUATE TO MEET THE FIRE PROTECTION NEEDS AND SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OTHER THAN MODELS. CC 10-128(1);
5.
6.
7.
8. MAIN SIZE FOR ALL OTHER TYPES OF DEVELOPMENTS SHALL BE A MINIMUM OF 8". CC10-128(1);
9. FIRE HYDRANTS SHALL BE SPACED SO THAT THE FURTHEST EXTERIOR PORTION OF A BUILDING, IS WITHIN 200' OF A HYDRANT AS A FIRE HOSE IS NORMALLY DEPLOYED. CC 10-128(2)(a);
10. IN BUILDINGS WITH EITHER A SPRINKLER SYSTEM OR STANDPIPES OR BOTH, FIRE HYDRANTS SHALL BE INSTALLED ON A MAIN MINIMUM 8" IN DIAMETER. CC 10-128(2)(c);
11. ALL FIRE HYDRANTS SHALL DELIVER THE REQUIRED FIRE FLOW GALLONAGE WITH A RESIDUAL PRESSURE OF 20 PSI. CC 10-128 (2)(d);
12. STANDPIPE SYSTEMS AND SPRINKLER SYSTEM SHALL BE CONNECTED TO THE COMMUNITY WATER SUPPLY WHERE SUCH COMMUNITY WATER SUPPLY IS SUFFICIENT TO PROVIDE QUANTITIES AND PRESSURE REQUIRED AND WHERE SUCH COMMUNITY WATER SUPPLY IS AVAILABLE WITHIN 150' FROM THE NEAREST POINT OF THE BUILDING TO A STREET MAIN OF NOT LESS THAN 4" IN DIAMETER;
13. A FIRE HYDRANT SHALL BE INSTALLED WITHIN 50' OF THE EXTERIOR FIRE DEPARTMENT CONNECTION, WITH A MINIMUM MAIN SIZE OF 8" IN DIAMETER;
14. CLEARANCES OF 7½ FT. IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT, WITH A 4 FT. CLEARANCE TO THE REAR OF THE HYDRANT. 3-5.6.2.1;
15. LANDSCAPING OR OTHER OBSTRUCTIONS SHALL NOT BE PLACED AROUND STRUCTURES IN A MANNER SO AS TO IMPAIR OR IMPEDE ACCESSIBILITY FOR FIRE RESCUE OPERATIONS. 3-5.5;
16. NO PERSON SHALL OBSTRUCT IN ANY MANNER, THE USE OF ANY FIRE HYDRANT, OR HAVE OR PLACE OR CAUSE TO BE PLACED, ANY MATERIAL IN FRONT THEREOF FROM THE CURB LINE TO THE CENTER OF THE STREET, WITHIN 15' FROM EITHER SIDE THEREOF. (NO PARKING). F.S.S.;
17. NOTE INDICATING: ROAD PAVEMENT MARKERS SHALL BE INSTALLED PER THE FIRE RESCUE DEPARTMENT SPECIFICATIONS TO DENOTE THE LOCATION OF ALL FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS. (BLUE FOR HYDRANTS AND RED FOR FIRE DEPARTMENT CONNECTIONS). CC 10-128(3);

III. FIRE ACCESS AREAS

1. AT LEAST ONE ELEVATION SHALL BE ACCESSIBLE TO THE FIRE DEPARTMENT. FFPC 3-5.2;
2. ACCESS FOR EMERGENCY FIRE VEHICLES SHALL BE IN ACCORDANCE WITH FIRE PROTECTION STANDARDS OF THE CITY CODE AND FLORIDA FIRE PREVENTION CODE. FFPC 3-5;
3. THE DISTANCE OF SEPARATION BETWEEN THE SIDE BUILDING AND ALL OTHER HABITABLE BUILDING AND STRUCTURES SHALL BE A MINIMUM OF 30 FT. CC 24-580(I)(1)c);
4. THE ACCESS AREAS SHALL LEAD DIRECTLY FROM A PUBLIC STREET OR ROADWAY OR FIRE LANE TO THE REAR OF THE STRUCTURE. CC 24-580(I)(1)(e);
5. THE FIRE ACCESS AREA SHALL BE CONSTRUCTED OF A PAVED SURFACE, OR SOD ON CRUSHED ROCK WITH CONCRETE GRIDS CAPABLE OF SUPPORTING VEHICLES WEIGHING UP TO 32 TONS. FFPC BROWARD ADDENDUM;
6. FIRE LANE ACCESS AREAS CONNECTING TO PUBLIC STREETS, ROADWAYS, OR PRIVATE STREETS SHALL BE PROVIDED WITH CURBS CUTS EXTENDING AT LEAST 2 FT. BEYOND EACH EDGE OF THE FIRE ACCESS AREA. CC 24-580 (I)(1)(g);
7. FIRE ACCES AREAS SHALL BE NO CLOSER THAN 10 FT. NOR FURTHER THAN 30 FT. FROM THE BUILDING. FFPC;
8. FIRE ACCESS AREAS SHALL BE FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO, TREES, DUMPSTERS, WALLS, FENCES, ORNAMENTAL STRUCTURES, PLUMBING DEVICES, AND PARKING. CC 24-580 (I)(1)(j);
9. FIRE ACCESS SIGNS SHALL BE PROPERLY POSTED AT THE ENTRANCE TO THE ACCESS AREA AND SHALL NOT BE BLOCKED BY ANY STRUCTURE OR LANDSCAPING. CC 24-580(I)(1)(k);

IV. FIRE LANES

1. FIRE LANES SHALL BE PROVIDED FOR ALL BUILDINGS THAT ARE SET BACK MORE THAN 15 FT. FROM A PUBLIC ROAD OR EXCEED 30 FT. IN HEIGHT AND ARE SET BACK MORE THAN 50 FT. FROM A PUBLIC ROAD. FFPC 3-5.1. EXCEPTION: WHEN THE BUILDING IS SPRINKLERED THE AHJ MAY MODIFY;

   A FIRE LANE IS A ROAD, PATH OR OTHER MEANS DEVELOPED TO ALLOW ACCESS AND OPERATIONAL SETUP FOR FIREFIGHTING AND RESCUE APPARATUS. FFPC 2-1.67;
2. A FIRE LANE SHALL BE A MINIMUM 20 FT. WIDE. FFPC 3-5.2;
3. DEAD END ROADS EXCEEDING 150 FT., SHALL HAVE A TURNING AREA. DEAD-ENDS EXCEEDING 300 FT. SHALL HAVE A TURNING AREA AT THE CLOSED END, NO LESS THAN 100 FT. IN DIAMETER. BROWARD COUNTY AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE F-9.1;
4. THE FIRE LANE SHALL BE CONSTRUCTED OF SOLID PAVEMENT, NATURAL OR CONCRETE STONES OR BY GRASS TURF REINFORCED BY CONCRETE GRIDS DESIGNED TO ACCOMODATE FIRE APPARATUS WEIGHING A MINIMUM OF 32 TONS. BROWARD COUNTY AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE F-9.2;
5. ALL FIRE LANES SHALL BE POSTED WITH FIRE LANE SIGNS AT LEAST EVERY 60 FT. FFPC 1 3-5.2;
6.
7. A ROUTE SHALL BE PROVIDED FOR ALL FIRE APPARATUS TO HAVE A FORWARD MEANS OF EXITING THE DRIVE (EXCEPT AS NOTED IN ITEM 3.) WITH A MINIMUM CENTERLINE TURNING RADIUS OF 50 FT., CLEAR OF ALL OBSTRUCTION. FFPC 1 3-5.2;
8. ALL PAVED ROADS AND TURNING AREAS SHALL HAVE AT LEAST 13 ½ FT. OF VERTICAL CLEARANCE, TO ALLOW FOR THE PASSAGE OF EMERGENCY VEHICLES. FFPC 1 3-5.2
9. APPROVED NO PARKING FIRE LANE SIGNS AND/OR DESIGNATION (STRIPING) INDICATING THAT PARKING IS PROHIBITED SHALL BE PROVIDED AT NORMAL EMERGENCY ACCESS POINTS TO STRUCTURES AND AND WITHIN 10 FT. OF EACH FIRE HYDRANT, SPRINKLER OR STANDPIPE RISER. CC 24-580(I)(2)(e)(7);
10. FIRE LANE SIGN SIZE SHALL BE 12" BY 18", WHITE BACKGROUND WITH RED LETTERS STATING "NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPT." FFPC 3-5.4;
11. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL AN INSPECTION REVEALS APPROPIATE FIRE LANE AND FIRE ACCESS AREA DESIGNATION AND MARKING. CC 24-580(I)(3)(a);

SITE DATA

DESCRIPTION			SQ.FT. AREA	% COVERAGE
GROSS SITE AREA (5.65 AC)			246,161 SQ. FT.	100.00%
FLOOR AREA - BANK BUILDING			4,976 SQ. FT.	2.02%
FLOOR AREA - RETAIL BUILDING			19,600 SQ. FT.	7.96%
FLOOR AREA - RETAIL BUILDING - AUTO ZONE			6,786 SQ. FT.	2.76%
NUMBER OF STORIES			ONE STORY	
GROSS BUILDING AREA			31,362 SQ. FT.	12.74%
SIDEWALKS AND OTHER HARD SURFACES			118,015 SQ. FT.	47.94%
PERVIOUS AREA			96,830 SQ. FT.	39.34%
RETENTION AREA			35,007 SQ. FT.	14.22%
LANDSCAPE AREA			61,823 SQ. FT.	25.11%
ZONING	B-2 PLANNED COMMUNITY DISTRICT			
LAND USE	COMMERCIAL			
BUILDING HEIGHT	19'-8" / 25'-0" (FEATURE ONLY)		MAX. ALLOWED 30'-0"	
SETBACKS	COMMERCIAL			
REQUIRED SETBACKS	REAR	FRONT - UNIVERSITY AVE.	SIDE - WATER	61st ST.
EXISTING SETBACKS	35'-0"	50'-0"	25'-0"	35'-0"
BUILDING HEIGHT	76'-3"	95'-8 1/2"	31'-9 1/2"	84'-11"
PARKING RATES				
PARKING REQ'D - BANK BLDG.		4,976 SQ.FT. 1 SPACE PER 200 SQ.FT. =		25 SPACES
PARKING REQ'D - RETAIL BLDG - RETAIL		19,600 SQ.FT. 1 SPACE PER 200 SQ.FT. =		98 SPACES
PARKING REQ'D - AUTO ZONE BLDG. - RETAILBANK		6,786 SQ.FT. 1 SPACE PER 200 SQ.FT. =		34 SPACES
TOTAL PARKING REQUIRED		31,362 SQ.FT. 1 SPACE PER 200 SQ.FT. =		157 SPACES
PARKING PROVIDED				
REGULAR STALL (10'-0"x18'-0", MIN.)		206 SPACES		206 SPACES
PARALLEL STALL (9'-0"x25'-0", MIN.)				7 SPACES
HANDICAP (12'-0"x18'-0", MIN.)				7 SPACES
TOTAL PARKING PROVIDED				220 SPACES
TOTAL 12'-0"x60'-0" LOADING AREAS PROVIDED				3 SPACES

GENERAL NOTES

1. **ALL ROOF TOP UTILITIES WILL BE SCREENED FROM VIEW;**
2. **ALL HANDICAP RAMPS SHALL BE CONSTRUCTED TO MEET OR EXCEED THE REQUIREMENTS OF F.D.O.T. INDEX 304 AND THE FLORIDA ACCESSIBILITY CODE. ALL RAMPS SHALL INCLUDE DETECTABLE WARNINGS. ALL EXTERIOR DOORS SHALL MEET OR EXCEED ADA REQUIREMENTS;**
3. **OWNERSHIP AND MAINTENANCE OF SANITARY SEWER SYSTEM BY THE CITY OF TAMARAC IS LIMITED TO THE MAINS FROM MANHOLE TO MANHOLE AND EXPRESSLY EXCLUDES SEWER LATERAL SERVICES FROM THE GRAVITY MAIN INTO THE BUILDING IS TO BE MAINTAINED BY THE PROPERTY OWNER.**

FIXTURE UNIT COUNT

BANK BUILDING

SINKS 5	TOILETS 3	D.F.I.	URINAL 1	J.C.SINK 1

RETAIL BUILDING (19,600 SQ.FT.)

SINKS 14	TOILETS 12	D.F.I.	URINAL 4	J.C.SINK 7

RETAIL BUILDING - AUTO ZONE (6,786 SQ.FT.)

SINKS 12	TOILETS 8	D.F.I.	URINAL -	J.C.SINK 4

EXISTING SITE PLAN - AS-BUILT

1/32" = 1'-0"

NORTH

EXISTING SITE PLAN
AS-BUILT

DRAWN:	G.B.
CHECKED:	J.P.
DATE:	10/01/2016
SCALE:	1/32"-1'-0"
JOB. NO.:	C301

PROJECT TITLE:

UNIPLAZA PLAZA

6001 THRU 6095 NORTH UNIVERSITY DRIVE, TAMARAC, FLORIDA 33321

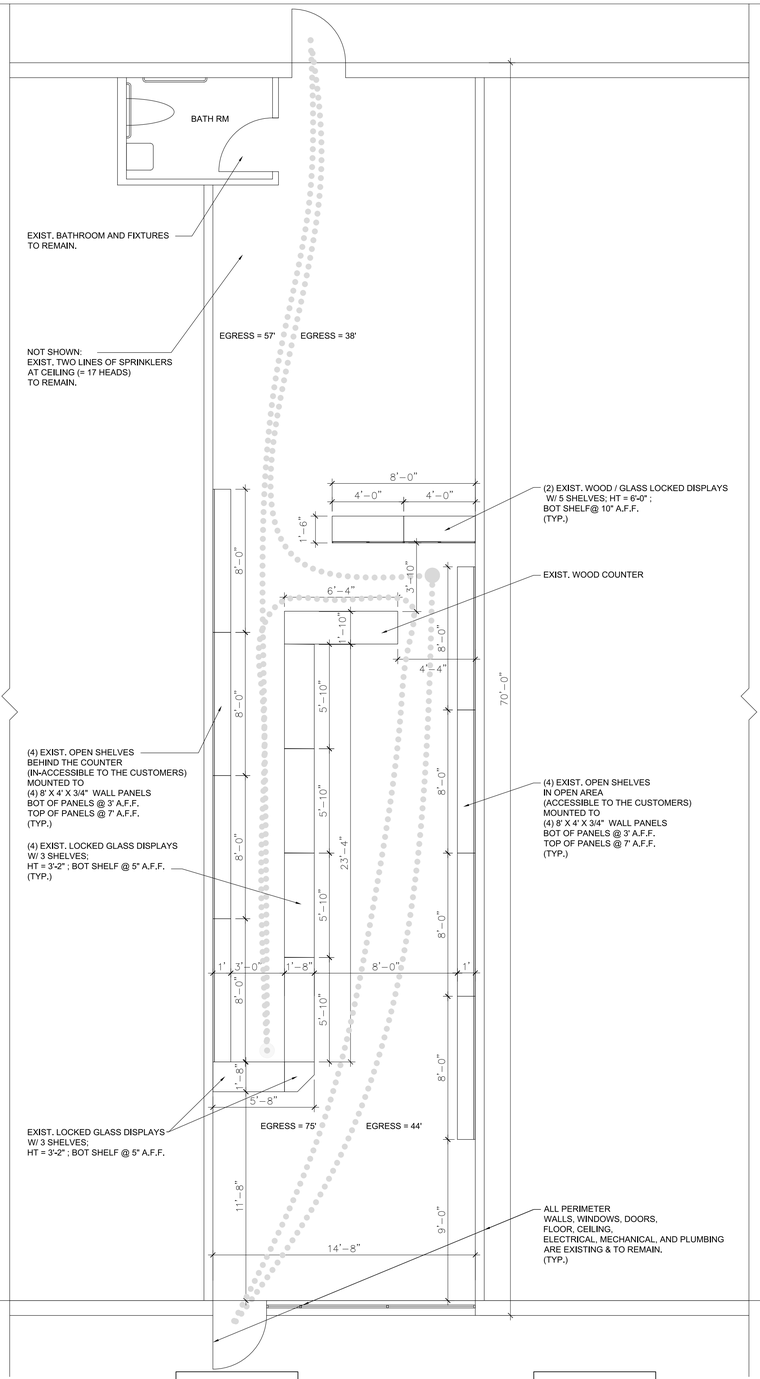
PLANA INTERNATIONAL

1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CONSTRUKOMUSA

346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

A-1.0x



6035	6041	6045
NAIL SPA	**SUNSHINE SMOKE & VAPE**	**DOLLAR GENERAL**
(BUSINESS)	(MERCANTILE)	(MERCANTILE)

FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

SCOPE OF WORK:

1. CHANGE OF OCCUPANCY FROM "BUSINESS" TO "MERCANTILE" STORE, I.E., DISPLAY AND SELLING OF SMOKE & VAPE PRODUCTS.
2. NO MECHANICAL, NO ELECTRICAL, NO PLUMBING, NO ALTERATIONS.

NOTE ON DIMENSIONS:

ALL DIMENSIONS AND BUILDING CONFIGURATION OF EXISTING SPACE ARE AS PER THE RECORD DRAWING; UNLESS NOTED OTHERWISE.

GENERAL NOTES:

ALL STRUCTURES, DISPLAYS, AND SHELVINGS ARE EXISTING. NO CONSTRUCTION.

City of Tamarac — Building Services Center — Approved — TAMARAC — Permit Required — Per Dig Per Set Of — BP23-00000175 — 04/27/23

© STATEMENT OF COPYRIGHT

MEHRAN AZGHANDI, ARCHITECT HEREBY RESERVES COPYRIGHT TO THE DRAWINGS SHOWN HEREIN IN PRINTED OR DIGITAL MEDIA. NO PARTS OF THESE DRAWINGS MAY BE COPIED BY ANY MEANS WITHOUT THE EXPRESS AND WRITTEN CONSENT OF MEHRAN AZGHANDI, ARCHITECT.

MEHRAN (LEE) AZGHANDI
Telephone: 786-273-1909
email: mazghandi4@YAHOO.COM
Mailing Address: P.O. BOX 924592, HOMESTEAD, FL 33092
Office Address: 2ND FLOOR, 13014 SW 120 STREET, MIAMI, FL
MEHRAN AZGHANDI, **ARCHITECT**
LIC.#: AR100951
ARCHITECTURE, INTERIOR DESIGN, STRUCTURES COMMERCIAL, RESIDENTIAL, HOSPITALITY

SUNSHINE SMOKE AND VAPE STORE
AT PROPERTY LOCATED AT:
6041 N. UNIVERSITY DR., TAMARAC, FL 33321

OWNER: MR. NICK RAJWANY
ADDRESS: 6041 N. UNIVERSITY DR., TAMARAC, FL 33321
TELEPHONE: 954-260-0969

DATE: 02 / 07 /2023
DRAFTER: LEE
PROJECT: 23-0204
SHEET: A-2

Printed on: Friday, February 24, 2023 2:05:10 PM

CITY OF TAMARAC, FLORIDA

ADMINISTRATIVE ORDER

ORDER DECLARING ZONING IN PROGRESS AND INSTITUTING A 180 DAY MORATORIUM ON THE SUBMISSION, PROCESSING, APPROVAL OR ISSUANCE OF ANY NEW BUSINESS TAX RECEIPTS, DEVELOPMENT ORDERS OR PERMITS FOR ANY RETAIL USE THAT SUPPORTS LIQUOR STORES, VAPE AND SMOKE SHOPS AND BAR, LOUNGE, OR TAVERN USES IN THE CITY OF TAMARAC.

BACKGROUND

At the December 14, 2022 City Commission meeting, Staff was directed by the Commission to study the impact of the retail classifications of liquor stores, vape shops, smokes shops, as well as the use of bar, lounge or taverns in the City, and determine whether these uses are appropriately classified and distributed throughout the City. The appearance and locations of uses classified as liquor, vape, and smoke shops as well as bar, lounge or taverns, if not properly sited, can be detrimental to the City and can impact the immediate preservation of the public peace, health and safety.

Currently, the City Code does not distinguish the retail use of Liquor Stores, Vape or Smoke Shops and allow these uses as "Permitted by Right" under the broad retail classification in at least six (6) zoning designations, provided the use occupies less than 10,000 square feet of space. Under these conditions, the City has allowed eleven (11) Liquor Stores, with five (5) of the eleven granted approvals between 2021 and 2022. In addition, Smoke Shops are seeing a high level of activity with three (3) opening in the last 2 years, two (2) more pending certificate of occupancies and one additional location proposed. In order to properly locate these uses, the Code would need to be amended to distinguish these uses from the broad "Retail" category, to allow for the placement of liquor, vape, and smoke shops in the appropriate zoning designations.

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.

Staff finds that the immediate preservation of the public peace, health and safety is necessary, to prevent the construction or placement of land uses that would undermine the revitalization efforts in our Mixed-Use and Nonresidential Districts and impact the implementation and ongoing development of the Economic Development Strategic Plan Element of the City's Comprehensive Plan. In order to prevent the proliferation of these uses spreading too far, too fast, it is necessary to study the issue to determine the

number and locations appropriate for the City of Tamarac. It is therefore necessary and in the public's best interest to invoke Zoning in progress and institute an immediate moratorium to study the positive and negative impacts of liquor, vape, and smoke shops as well as bar, lounge or taverns, to prevent irreversible incompatible development from occurring, pending the adoption of an amendment to the Code.

ORDER

Pursuant to Chapter 10, Section 10-5.4(U) of the Code of Ordinances of the City of Tamarac, Florida, the City Manager hereby issues an Administrative Order declaring "Zoning in Progress" on the submission, processing, approval or issuance of any new business tax receipts, development orders or permits for any retail use that involves liquor, vape, and smoke shops as well as bar, lounge or taverns within the City's municipal boundaries. Furthermore, the City Manager declares "Zoning in Progress" for a period of one hundred and eighty (180) days from the date of this Administrative Order to allow Staff to study the provision and location of these uses to ensure the compatibility, vitality and the character of the Mixed-Used and Nonresidential Zoning Districts are maintained; providing that the Administrative Order shall be complied with by all city personnel and shall be effective immediately upon execution, subject to affirmation by resolution of the City Commission, unless reversed, modified or superseded by resolution passed by the City Commission.

This order shall not apply to any application currently in progress that was approved by the City Commission prior to this date.

In accordance with Section 10-5.4(U) of the City of Tamarac Code of Ordinances, this matter shall be placed on the next available City Commission agenda of January 11, 2023, for review and adoption of a Resolution confirming this Administrative Order.

Effective date: December 22, 2022
Expiration date: June 20, 2023

Contact: Maher Mansour, Assistant Director
Community Development Department
Planning and Zoning Division
(954) 597-3530

Approved by: _____
Kathleen Gunn, City Manager
City of Tamarac, Florida

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2023 - 020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, TERMINATING "ZONING IN PROGRESS" BY AMENDING CHAPTER 10, ARTICLE 3, OF THE CITY OF TAMARAC LAND DEVELOPMENT CODE, ENTITLED "USE REGULATIONS", BY AMENDING SECTION 10-3.2, ENTITLED "TABLE OF ALLOWED USES", BY SPECIFICALLY AMENDING TABLE 10-3.1, BY CREATING A NEW "USE TYPE" UNDER "RETAIL SALES" FOR "VAPE/SMOKE SHOP AND LIQUOR STORE" AND PERMITTING "VAPE/SMOKE SHOP AND LIQUOR STORE" AS "SPECIAL EXCEPTION" IN THE MU-N (MIXED USE NEIGHBORHOOD), MU-C (MIXED USE CORRIDOR), MU-G (MIXED USE GENERAL), AND NC (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICTS; AND AMENDING SECTION 10-3.3, ENTITLED "USE-SPECIFIC STANDARDS", BY CREATING SECTION 10-3.3(D)(15)(e), ENTITLED "VAPE/SMOKE SHOP AND LIQUOR STORE", TO PROVIDE FOR A MINIMUM SEPARATION DISTANCE BETWEEN SIMILAR USES OF THIS "USE TYPE" AND FROM THE REAL PROPERTY THAT COMPRISES A PUBLIC OR PRIVATE PRESCHOOL, ELEMENTARY SCHOOL, MIDDLE SCHOOL, OR SECONDARY SCHOOL WITHIN THE CITY'S MUNICIPAL BOUNDARIES AND NEIGHBORING CITIES; AND BY CREATING SECTION 10-3.3(D)(15)(f), ENTITLED "BAR, LOUNGE OR TAVERN", TO PROVIDE FOR A MINIMUM SEPARATION DISTANCE BETWEEN SIMILAR USES OF THIS "USE TYPE" AND FROM THE REAL PROPERTY THAT COMPRISES A PUBLIC OR PRIVATE PRESCHOOL, ELEMENTARY SCHOOL, MIDDLE SCHOOL, OR SECONDARY SCHOOL WITHIN THE CITY'S MUNICIPAL BOUNDARIES AND NEIGHBORING CITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Section 125.01, Florida Statutes, grants local municipalities broad home rule authority to adopt ordinances to provide for health, safety, and welfare of the general public; and

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which serves as the regulatory document outlining the establishment and operation of land uses within the municipality; and

WHEREAS, the City has duly established land development regulations contained in the Land Development Code (LDC), Chapter 10 of the City of Tamarac Code of Ordinances; and

WHEREAS, At the December 14, 2022 City Commission meeting, Staff was directed to study the impact of the retail classifications of liquor store, vape and smoke shop, as well as the use of bar, lounge or tavern in the City, and determine whether these uses are appropriately classified and distributed; and

WHEREAS, On December 22, 2022, the City Manager issued an Administrative Order declaring a one hundred and eighty (180) days "Zoning in Progress" on the submission, processing, approval or issuance of any new business tax receipts, development orders or permits for any liquor store, vape and smoke shop, as well as the use of bar, lounge, or tavern within the City's municipal boundaries; and

WHEREAS, at the April 24, 2023 City Commission workshop, staff was directed to study imposing minimum distance separation between proposed vape/smoke shops and liquor stores and existing vape/smoke shops and liquor stores; and between proposed bars, lounges, or taverns and existing bars, lounges, or taverns within the City and neighboring cities to prevent the clustering of similar "Use Types"; and

WHEREAS, at the April 24, 2023 City Commission workshop, staff was also

directed to further study imposing minimum distance separation between liquor stores, vape and smoke shops; as well as between bars, lounges or taverns and the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City and neighboring cities to ensure that minors are not exposed to alcohol and tobacco products and the potential harm that could result from their misuse; and

WHEREAS, On June 14, 2023, the City Commission approved a one hundred eighty (180) days Reasonable Time Extension of the "Zoning in Progress" authorizing and directing the city manager to undertake further study and review of the city's regulations relating to liquor stores, vape and smoke shops; and bar, lounge, or tavern; and

WHEREAS, Staff upon conducting the necessary study has determined that amending Section 10-3.2, entitled "Table of Allowed Uses", by specifically amending Table 10-3.1, by creating a new "Use Type" under the "Use Category" of "Retail Sales" for "Vape/Smoke Shop and Liquor Store" will allow for regulating this specific "Use Type" in a more exact manner; and

WHEREAS, Staff upon conducting the necessary spatial analysis, has determined that amending section 10-3.3, entitled "Use-Specific Standards", by specifically creating section 10-3.3(D)(15)(e), entitled "Vape/Smoke Shop and Liquor Store", to provide for a minimum separation distance between similar uses of this "Use Type" and from the real property that comprises a public or private preschool, elementary school, middle school,

or secondary school within the City's municipal boundaries and neighboring cities will prevent the clustering of similar uses of this "Use Type" and ensure that minors are not exposed to alcohol and tobacco products and the potential harm that could result from their misuse ; and

WHEREAS; amending section 10-3.3, entitled "Use-Specific Standards", by specifically creating section 10-3.3(D)(15)(f), entitled "Bar, Lounge or Tavern", to provide for a minimum separation distance between similar uses of this "Use Type" and from the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and neighboring cities will prevent the clustering of similar uses of this "Use Type" and ensure that minors are not exposed to alcohol and the potential harm that could result from its misuse; and

WHEREAS, the proposed amendment supports the City's Strategic Plan Goal #2 "Tamarac is Safe and People Know it", Goal #3, "Tamarac is Economically Resilient", and Goal #4, "Tamarac is Vibrant", by adequately addressing the classification and distribution of Vape/Smoke Shop and Liquor Store "Use Types"; and Bar, Lounge or Tavern "Use Types"; and

WHEREAS, the Director of Community Development recommends approval of the ordinance amendment; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the business owners, residents, and visitors to the City of Tamarac to amend its LDC in order to regulate the distribution and provide for a minimum distance

separation between Vape/Smoke Shops and Liquor Stores and similar uses of this "Use Type" and from the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and adjacent cities; and

WHEREAS, the City Commission of the City of Tamarac has also deemed it to be in the best interest of the business owners, residents, and visitors to the City of Tamarac to amend the LDC in order to regulate the distribution and provide for a minimum distance separation between bars, lounges and taverns and similar uses of this "Use Type" and from the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and adjacent cities

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: The zoning in Progress is hereby terminated by amending Chapter 10, Section 10-3.2, entitled "Table of Allowed Uses" of the LDC, is amended to read as follows:

10-3.2 Table of Allowed Uses

Table 10-3.1: Allowed Uses, lists the uses allowed within all base zoning districts. Each listed use is defined in Article 10-6, *Rules of Interpretation and Definitions*.
(A) **Table Abbreviations**

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

(1) **Permitted Uses** "P" in a cell in Table 10-3.1: Allowed Uses, indicates that the use is allowed by right. Permitted uses are subject to all other applicable regulations of this Code, including the use-specific standards in §10-3.3, *Use-Specific Standards*, the dimensional standards in Article 2: *Zoning District*, and the requirements of Article 4: Development and Design Standards. Permitted uses may be approved pursuant to the applicable procedures under Article 5: *Administration*.

(2) **Special Exception Uses** "SE" in a cell in Table 10-3.1: Allowed Uses, indicates that the use is allowed in the respective zoning district only if reviewed and approved in accordance with the procedures of §10-5.4(G), *Special Exception*. Special exception uses are subject to all other applicable regulations of this Code, including the use-specific standards in §10-3.3, *Use-Specific Standards*, the dimensional standards in Article 2*Zoning Districts,* and the requirements of Article 4: *Development and Design Standards*.

(3) **Prohibited Uses.** A blank cell in Table 10-3.1: Allowed Uses, indicates that the land use is prohibited in that zoning district.

(4) **Accessory Uses** "A" in a cell in Table 10-3.1: Allowed Uses, indicates that the land use is allowed in that zoning district only if it is incidental and subordinate to a permitted primary use of the land in that district (i.e., a P or SE use that has been approved for the site), and subject to compliance with the applicable standards in §10-3.4, *Accessory Uses and Structures*.

(5) **Temporary Uses** "T" in a cell in Table 10-3.1: Allowed Uses, indicates that the use is permitted in that zoning district for a temporary amount of time and only after approval of a Temporary Use Permit (§10-5.4(K)) and subject to compliance with the applicable standards in §10-3.5, *Temporary Uses and Structures*.

(B) **Use Categorization.** In Table 10-3.1: Allowed Uses, land uses and activities are classified into general "use categories" and specific "use types" based on common functional, product, or physical characteristics such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. This classification provides a systematic basis for assigning present and future land uses into appropriate zoning districts. This classification does not list every use or activity that may appropriately exist within the categories. Certain uses may be listed in one category when they may reasonably have been listed in one or more other categories. The use categories are intended merely as an indexing tool and are not regulatory.

(C) **Use-Specific Standards.** Regardless of whether a use is allowed by right or as a special exception, additional standards may be applicable to the use. Use-specific standards are noted through a cross-reference in the last column of the table. Cross-references refer to §10-3.3, *Use-Specific Standards*. These standards apply in all districts unless otherwise specified.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

(D) **Use for Other Purposes Prohibited.** Approval of a use listed in Table 10-3.1: *Allowed Uses*, and compliance with the applicable use-specific standards for that use authorizes that use only. Development or use of a property for any other use not specifically allowed in Table 10-3.1: Allowed Uses, and approved under the appropriate process is prohibited.

(E) **Classification of New and Unlisted Uses.** When application is made for a use category or use type that is not specifically listed in Table 10-3.1, the following procedure shall be followed:

(1) The Director shall provide an interpretation as to the use category and/or use type into which such use should be placed. In making such interpretation, the Director shall consider its potential impacts, including, but not limited to: the nature of the use and whether it involves dwelling activity; sales; processing; type of product, storage and amount, and nature thereof; enclosed or open storage; anticipated employment; transportation requirements; the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and the general requirements for public utilities such as water and sanitary sewer. When considering an unlisted use in any zoning district as part of an interpretation, the Director shall also determine whether additional use-specific standards are necessary in addition to the standards in this Code.

(2) Any such interpretation shall be made available to the public and shall be binding on future decisions of the City until the Director makes a different interpretation or this Development Code is amended to treat the use differently.

(3) On interpreting an unlisted use as allowed in a zoning district, and finding that the use is likely to be common or would lead to confusion if it remains unlisted, the Director may initiate an application for a text amendment to this Code in accordance with § 10-5.4(D), *Amendment to Text of Development Code,* to list the use in Table 10-3.1: *Allowed Uses,* as a permitted use or special exception use, as appropriate. Until final action is taken on the amendment application, the interpretation of the Director shall be binding.

(F) **Multiple Principal Uses**

(1) A development may include a single principal use with one or more accessory uses that are customarily incidental and subordinate to the principal use (e.g., home based business as accessory to a dwelling, or administrative offices as accessory to a school or manufacturing use).

(2) A development may also include multiple principal uses, none of which is necessarily customarily incidental or subordinate to another principal use (e.g., a place of worship combined with a school, a gas station combined with a convenience store, restaurant, or automotive repair use, or a flex building housing retail, industrial service, and warehousing tenants).

(3) A development with multiple principal uses shall include only those principal uses designated in the use tables as allowed in the applicable zoning district,

and each principal use shall be subject to any use-specific standards applicable to the use.

(G) **Licenses and Permits Required.** All uses required by the State of Florida or the federal government to have an approval, license, or permit to operate issued by the State or by another public, quasi-public, or regulatory agency are required by the City of Tamarac to obtain and maintain such approval, license, or permit at all times.

(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	
COMMERCIAL																
Retail Sales	Bulk pool chemical sales										P	P				10-3.3(D)(6)
	Equipment sales and repair, heavy										P	P				
	Farmer's market, outdoor					P	P	P	P					T		
	Medical Marijuana Dispensary															10-3.3(D)(15)
	Nursery															
	Pawn shop															
	Personal and household goods repair					P	P		P	P	P					10-3.3(D)(12)
	Pharmacy					SE	A	A	SE	A						
	Print shop					P	P	P	P							
	Retail sales, general: < 10,000 sq. ft.				P	P	P	P	P	P	A			A		10-3.3(D)(15)
	Retail sales, general: ≥10,000 sq. ft.						P	P		P	P					10-3.3(D)(15)
	Thrift, consignment, and used merchandise					A		SE	A							
	Vape/Smoke Shop and Liquor Store					SE	SE	SE	SE							

SECTION 3: Chapter 10, Section 10-3.3, entitled "Use-Specific Standards" of the

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

LDC, is amended to read as follows:

10-3.3 Use-Specific Standards

****

(D) **Commercial Uses**

****

(15) **Retail**

(a) **Adaptive Reuse/Abandonment Agreement.** Prior to receiving final approval, large-scale retail uses that are 50,000 square feet or more, either in one building or in contiguous shopping center, excluding any garden center, shall require that the owner of the property execute and have recorded an adaptive reuse/abandonment agreement acceptable to the City Attorney. The agreement shall be recorded with the county clerk and recorder's office. The agreement may contain, but is not limited to, terms and conditions regarding:

(i) A requirement that no covenants, conditions, or restrictions be recorded against or run with the property that in any way impede or prevent the re-use, redevelopment, or re-tenanting of the building in the event of vacancy;

(ii) The owner's obligations to reuse, re-tenant, or pay for removal of the building in the event of vacancy within an agreed-upon time frame with the City;

(iii) Property maintenance responsibilities in the event of vacancy; and

(iv) Enforcement of the agreement and remedies available to the city in the event of breach or other noncompliance.

(b) **I-1 District.** In the I-1 district, retail is limited to:

(i) Ancillary commercial uses within buildings devoted to primary industrial uses; and

(ii) Other commercial and retail business uses and hotel or similar lodgings under the conditions specified in the Broward County Land Use Plan and the certified city land use plan.

(c) **R3 District.** The use shall be allowed in the R3 district subject to compliance with the Broward County Land Use Plan.

(d) **Medical Marijuana Dispensary.**

(i) No medical marijuana dispensary, where permitted, shall be located within five hundred (500) feet of the real property that comprises a

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

public or private elementary school, middle school, or secondary school unless the city approves the location through a formal variance proceeding open to the public at which the city determines that the location promotes the public health, safety and general welfare of the community.

(ii) Measurement shall be from the property line boundary of the proposed medical marijuana dispensary to the nearest point of the property line boundary of the private or public elementary, middle or secondary school.

(iii) No medical marijuana dispensary is permitted to dispense from its premises marijuana or a marijuana delivery device between the hours of 9:00 p.m. and 7:00 a.m.

(iv) All medical marijuana dispensary establishments offering or providing retail services within the city shall be duly licensed by the state under F.S. §381.986, and shall operate, provide security, signage and general conformance with F.S. §381.986, as amended.

(v) A business license shall be required for all medical marijuana dispensaries, assessed at the same fee rate consistent with that of pharmacies.

(e) **Vape/Smoke Shop and Liquor Store.**

(i) No vape/smoke shop and liquor store, where permitted, shall be located within one thousand (1,000) feet of an existing vape/smoke shop and liquor store and/or the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and neighboring cities.

(ii) Whenever an existing vape/smoke shop or liquor store has procured a business tax receipt and a certificate of occupancy and, thereafter, a public or private preschool, elementary school, middle school, or secondary school is established within the distance separation set forth in Section 10-3.3(D)(15)(e)(i), the establishment of such preschool or school shall not be cause for the discontinuance or classification as a nonconforming use of the existing vape/smoke shop or liquor store.

(iii) Measurement shall be from the property line boundary of the proposed vape/smoke shop and liquor store to the nearest point of the property line boundary of the existing vape/smoke shop and liquor store and/or the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and neighboring cities.

(f) **Bar, Lounge or Tavern.**

(i) No bar, lounge, or tavern, where permitted, shall be located within one thousand (1,000) feet of an existing bar, lounge, or tavern and/or the real property that comprises a public or private preschool, elementary

school, middle school, or secondary school within the City's municipal boundaries and neighboring cities.

(ii) Whenever an existing bar, lounge or tavern has procured a business tax receipt and a certificate of occupancy and, thereafter, a public or private preschool, elementary school, middle school, or secondary school is established within the distance separation set forth in Section 10-3.3(D)(15)(f)(i), the establishment of such preschool or school shall not be cause for the discontinuance or classification as a nonconforming use of the existing bar, lounge, or tavern.

(iii) Measurement shall be from the property line boundary of the proposed bar, lounge, or tavern to the nearest point of the property line boundary of an existing bar, lounge, or tavern and/or the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and neighboring cities.

****

SECTION 4: 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 5: 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 6: 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.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

SECTION 7: This Ordinance shall become effective upon adoption.

PASSED, FIRST READING this 11th day of OCTOBER, 2023.

PASSED, SECOND READING this 25th day of OCTOBER, 2023.

Michelle J. Gomez
MICHELLE J. GOMEZ, MAYOR

ATTEST:

Kimberly Dillon
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ	NO
DIST 1: V/M BOLTON	YES
DIST 2: COMM. WRIGHT	YES
DIST 3: COMM. VILLALOBOS	YES
DIST 4: COMM. DANIEL	NO

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	NO
DIST 1: V/M BOLTON	YES
DIST 2: COMM. WRIGHT	YES
DIST 3: COMM. VILLALOBOS	NO
DIST 4: COMM. DANIEL	YES

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

HANS OTTINOT,
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this 25th day of OCTOBER 2023.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

TAMARAC
The City For Your Life

CITY OF TAMARAC
PLANNING BOARD AND CITY COMMISSION
NOTICE OF PUBLIC HEARINGS

YOU ARE HEREBY NOTIFIED that a Public Hearing to consider the following applications will be held before the **PLANNING BOARD** of the CITY OF TAMARAC, FLORIDA, on **Wednesday, October 7, 2026,** at or after **9:00 a.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, FL 33321.

YOU ARE ALSO HEREBY NOTIFIED that a Public Hearing to consider the same applications will be held before the **CITY COMMISSION** of the CITY OF TAMARAC, FLORIDA, on **Wednesday, October 14, 2026,** at or after **7:00 p.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

The following requests for the **Sexy Vape Smoke Shop** project will be considered:

PETITIONER: Mohamad El-Helou, business owner & designated agent for the property owner, UFC Investment & Management, Inc., is requesting approval of:

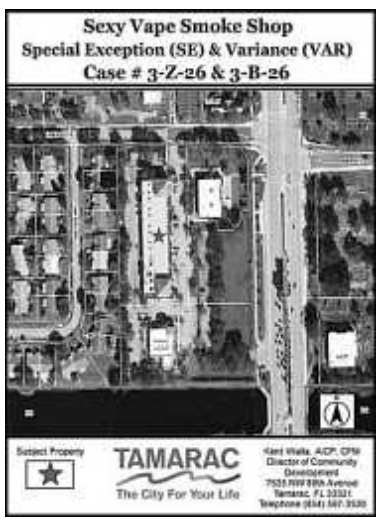
CASE NO.: **3-Z-26: Special Exception – Quasi-Judicial**

PETITION: Requesting approval for the use of an existing tenant space within a commercial retail plaza for a vape/smoke shop in the MU-N (Mixed-Use Neighborhood), pursuant to Land Development Code Section 10-3.2, Table 10-3.1 "Allowed Uses".

CASE NO.: **3-B-26: Variance – Quasi-Judicial**

PETITION: Requesting relief from the use-specific standard set forth in Section 10-3.3(D)(15)(e)(i) to reduce the required minimum separation distance from smoke shops, package liquor stores, and schools from one thousand (1,000) feet to three hundred twenty (320) feet.

LOCATION: 6041 North University Drive, Tamarac, FL 33321



These applications and all supporting documentation for the Planning Board meeting may be requested by emailing planningboard@tamarac.org or viewed in the Community Development Department located at 7525 NW 88th Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

These applications and all supporting documentation for the City Commission meeting may be requested by emailing cityclerk@tamarac.org or viewed in the City Clerk's office located at 7525 NW 88th Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

In accordance with the Procedures for Quasi-Judicial Proceedings contained in Chapter 10, Section 10-5.3(I)(2)(a) of the City of Tamarac Code of Ordinances, all affected persons will be allowed to present evidence at the hearing, bring forth witnesses, and cross examine witnesses provided they notify and file the required forms provided by the City Clerk's office at least seven (7) calendar days prior to the proceeding. Additionally, interested parties may appear at the hearing per Section 10-5.3(F)(3)(a)(ii)(F), Code of Ordinances.

Pursuant to Chapter 286.0105 Florida Statutes: If a person decides to appeal any decision made by the Planning Board or City Commission with respect to any matter considered at such meeting or hearing, they will 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 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at the following number: 711.

KIMBERLY DILLON, CMC
CITY CLERK

TAMARAC
The City For Your Life

CITY OF TAMARAC
PLANNING BOARD AND CITY COMMISSION
NOTICE OF PUBLIC HEARINGS

YOU ARE HEREBY NOTIFIED that a Public Hearing will be held before the **PLANNING BOARD** of the CITY OF TAMARAC, FLORIDA, on **Wednesday, October 7, 2026,** at or after **9:00 a.m.** in the City Commission Chambers of City Hall at 7525 NW 88 Avenue, Tamarac, FL 33321.

YOU ARE ALSO HEREBY NOTIFIED that a Public Hearing to consider the same application will be held before the **CITY COMMISSION** of the CITY OF TAMARAC, FLORIDA on **Wednesday, October 14, 2026**, at or after **7:00 p.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

The following request for the **East Side Community Park** project will be considered:

PETITIONER: Ekrem Uzman, designated agent for the property owner, City of Tamarac is requesting approval of:

CASE NO.: **4-SP-26: Site Plan Approval (Major) – Quasi-Judicial**

PETITION: Requesting approval for the development of the proposed Eastside Community Park, consisting of a 12,670-square-foot, two-story community center building, a tennis court, a basketball court, a playground, and associated parking.

LOCATION: The subject property is located on the east side of The Common, north of W Commercial Boulevard, at 2 The Common, in the location of the former Shaker Village Clubhouse. The complete legal description of the subject property is available on file in the Community Development Department.



The applications and all supporting documentation for the Planning Board meeting may be requested by emailing planningboard@tamarac.org or viewed in the Community Development Department located at 7525 NW 88 Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

The applications and all supporting documentation for the City Commission meeting may be requested by emailing cityclerk@tamarac.org or viewed in the City Clerk's office located at 7525 NW 88th Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

In accordance with the Procedures for Quasi-Judicial Proceedings contained in Chapter 10, Section 10-5.3(I)(2)(a) of the City of Tamarac Code of Ordinances, all affected persons will be allowed to present evidence at the hearing, bring forth witnesses, and cross examine witnesses provided they notify and file the required forms provided by the City Clerk's office at least seven (7) calendar days prior to the proceeding. Additionally, interested parties may appear at the hearing per Section 10-5.3(F)(3)(a)(ii)(F), Code of Ordinances.

Pursuant to Chapter 286.0105 Florida Statutes: If a person decides to appeal any decision made by the Planning Board or City Commission with respect to any matter considered at such meeting or hearing, they will 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 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at 711.

KIMBERLY DILLON, CMC
CITY CLERK



Sansone is here with highly trained technicians that ensure every install is done right the first time —with 100% satisfaction guaranteed!

Experience the Sansone difference

- Expert Repairs
- Same-Day Emergency Service
- Free Replacement Estimates
- Fully Stocked Trucks
- 100% Satisfaction Guaranteed
- Flexible Financing

Up to $500 OFF new water heater
Plus, 0% interest for qualified buyers*

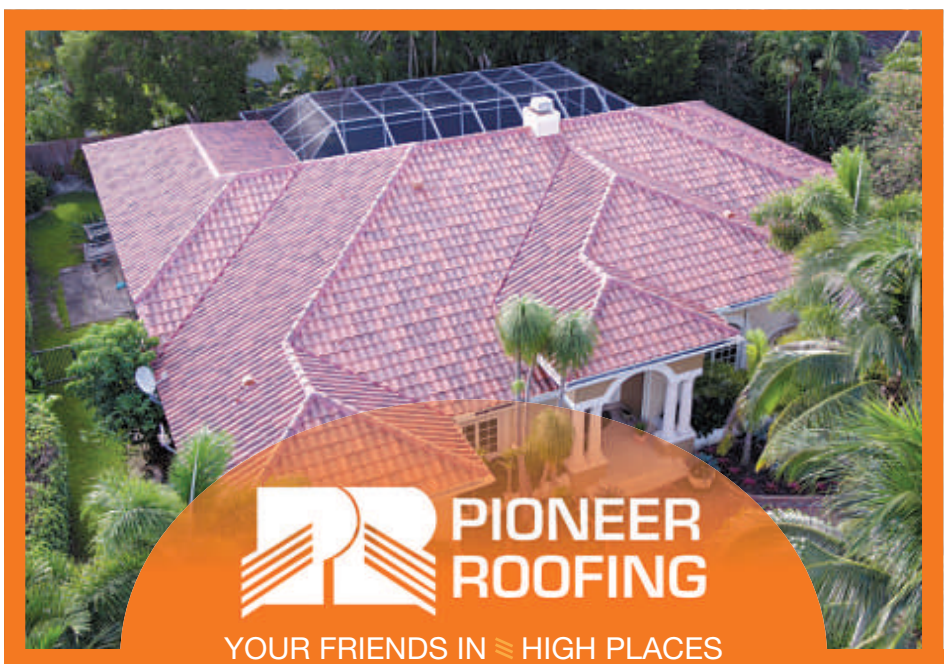
Up to $1,500 OFF new whole-home generator installation
Plus, 0% interest financing*



Call today and HELP is on the way!
954-751-6165

★★★★★ 6,385+ 5 Star Reviews

© 2026 By Sansone Air Conditioning. All Rights Reserved. FL HVAC Lic, CAC045862. FL Plumbing Lic, CFC1430582. FL Electric Lic, EC13012752



PIONEER ROOFING
YOUR FRIENDS IN HIGH PLACES

Get your roof ready for hurricane season today!

RESIDENTIAL & COMMERCIAL

T I LE	SHINGLE	FLAT	METAL

Our team delivers the highest standards of quality in both roofing and service.

Now is the time to schedule the roofing work you've been putting off. Trust Pioneer Roofing to guide you through the repair or replacement process each step of the way.

- / Reroofing
- / Repairs
- / Maintenance & Extended Service
- / New Construction
- / Inspections & Evaluations
- / Coatings & Waterproofing
- / Custom Sheet Metal & Installation
- / Soft Wash & Pressure Cleaning

CALL US TODAY!
PIONEER ROOFING
954-953-6908

2026 Grant Street, Hollywood, FL 33020
CCC1332507 / CGC1515723

Vedalyn Christie

From: Vedalyn Christie
Sent: Thursday, August 29, 2024 1:42 PM
To: mhelou900@gmail.com
Subject: RE: Business Tax Receipt payment invoice.
Attachments: DOC082924.pdf

Good afternoon,

Please see attached a copy of your 2024-2025 payment invoice: Payment can be submitted via the following methods:

* Online - https://www.tamarac.org/463/Online-Business-License-Renewal OR Phone 954-597-3950
* In-Person – 7525 NW 88th Avenue, Cashier's Office (Please submit payment with the attached invoice)
* By Mail – 7525 NW 88TH Avenue, Attn: Business ax Receipt, Tamarac, FL 33321 (check made payable to City of Tamara

If you have any questions, please feel free to contact me. Allow 24-48 hours for payment to process and update to your account.

TAMARAC
The City For Your Life

Vedalyn Christie CBTO
Senior Business Revenue Specialist
Community Development Department
Tel: (954) 597-3537 Fax: (954) 597-3540
7525 NW 88th Ave, Tamarac, FL 33321
https://tamarac.org/369/Business-Revenue

Vedalyn Christie

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Thursday, August 29, 2024 3:46 PM
To: Vedalyn Christie
Subject: [EXTERNAL] Fwd: Payment Receipt from City of Tamarac

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

---------- Forwarded message ---------
From: **custserv@tamarac.org** <custserv@tamarac.org>
Date: Thu, Aug 29, 2024 at 3:45 PM
Subject: Payment Receipt from City of Tamarac
To: <Mhelou900@gmail.com>

Payment Receipt from City of Tamarac

Account Number:	25-16253
Receipt Number:	213679611671260
Payment Amount:	$151.70
Payment Date:	08/29/2024 03:45 PM
Card Number:	******3564

Charge Details

Description	Amount
25-00016253	$151.70
Total	$151.70

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Vedalyn Christie

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Thursday, August 29, 2024 3:47 PM
To: Vedalyn Christie
Subject: [EXTERNAL] Re: Business Tax Receipt payment invoice.

You don't often get email from mhelou900@gmail.com. Learn why this is important

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

I paid online.
Regards

On Thu, Aug 29, 2024 at 1:41 PM Vedalyn Christie <Vedalyn.Christie@tamarac.org> wrote:

> Good afternoon,
>
> Please see attached a copy of your 2024-2025 payment invoice: Payment can be submitted via the following methods:
>
> * Online - https://www.tamarac.org/463/Online-Business-License-Renewal OR Phone 954-597-3950
>
> * In-Person – 7525 NW 88th Avenue, Cashier's Office (Please submit payment with the attached invoice)
>
> * By Mail – 7525 NW 88TH Avenue, Attn: Business ax Receipt, Tamarac, FL 33321 (check made payable to City of Tamara
>
> If you have any questions, please feel free to contact me. Allow 24-48 hours for payment to process and update to your account.

TAMARAC
The City For Your Life

Vedalyn Christie CBTO
Senior Business Revenue Specialist
Community Development Department

* By Mail – 7525 NW 88TH Avenue, Attn: Business ax Receipt, Tamarac, FL 33321 (check made payable to City of Tamara

If you have any questions, please feel free to contact me. Allow 24-48 hours for payment to process and update to your account.

TAMARAC
The City For Your Life

Vedalyn Christie CBTO

Senior Business Revenue Specialist

Community Development Department

Tel: (954) 597-3537 Fax: (954) 597-3540

7525 NW 88th Ave, Tamarac, FL 33321

https://tamarac.org/369/Business-Revenue

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Vedalyn Christie

From: Vedalyn Christie
Sent: Thursday, August 29, 2024 4:05 PM
To: Mohammed Helou
Subject: RE: [EXTERNAL] Re: Business Tax Receipt payment invoice.

Thank you.

Vedalyn Christie
Senior Business Revenue Specialist
Community Development Department
Tel: (954) 597-3537 Fax: (954) 597-3540
7525 NW 88th Ave, Tamarac, FL 33321
https://tamarac.org/369/Business-Revenue

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Thursday, August 29, 2024 3:47 PM
To: Vedalyn Christie <Vedalyn.Christie@tamarac.org>
Subject: [EXTERNAL] Re: Business Tax Receipt payment invoice.

You don't often get email from mhelou900@gmail.com. Learn why this is important

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

I paid online.
Regards

On Thu, Aug 29, 2024 at 1:41 PM Vedalyn Christie <Vedalyn.Christie@tamarac.org> wrote:

> Good afternoon,
>
> Please see attached a copy of your 2024-2025 payment invoice: Payment can be submitted via the following methods:
>
> * Online - https://www.tamarac.org/463/Online-Business-License-Renewal OR Phone 954-597-3950
>
> * In-Person – 7525 NW 88th Avenue, Cashier's Office (Please submit payment with the attached invoice)

Vedalyn Christie

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Friday, August 30, 2024 1:45 PM
To: Vedalyn Christie
Subject: [EXTERNAL] 6041 n university dr tamarac FL

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hey Vedalyn
Is the certificate of use can be printed online or you will send it by email?.
Regards

Vedalyn Christie

From: Vedalyn Christie
Sent: Friday, August 30, 2024 2:39 PM
To: Mohammed Helou
Subject: RE: 6041 n university dr tamarac FL

Your Business Tax Receipt cannot be printed by the business owner. It will be mailed via USPS mail, or you can pick it up on

Tuesday any time after 10 AM .

TAMARAC
The City For Your Life

Vedalyn Christie CBTO
Senior Business Revenue Specialist
Community Development Department
Tel: (954) 597-3537 Fax: (954) 597-3540
7525 NW 88th Ave, Tamarac, FL 33321
https://tamarac.org/369/Business-Revenue

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Friday, August 30, 2024 1:45 PM
To: Vedalyn Christie <Vedalyn.Christie@tamarac.org>
Subject: [EXTERNAL] 6041 n university dr tamarac FL

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hey Vedalyn
Is the certificate of use can be printed online or you will send it by email?.
Regards

Vedalyn Christie

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Friday, August 30, 2024 2:40 PM
To: Vedalyn Christie
Subject: [EXTERNAL] Re: 6041 n university dr tamarac FL

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Same address your office??

On Fri, Aug 30, 2024 at 2:38 PM Vedalyn Christie <Vedalyn.Christie@tamarac.org> wrote:

Your Business Tax Receipt cannot be printed by the business owner. It will be mailed via USPS mail, or you can pick it up on

Tuesday any time after 10 AM .

TAMARAC
The City For Your Life

Vedalyn Christie CBTO
Senior Business Revenue Specialist
Community Development Department

Tel: (954) 597-3537 Fax: (954) 597-3540

7525 NW 88th Ave, Tamarac, FL 33321

https://tamarac.org/369/Business-Revenue

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Friday, August 30, 2024 1:45 PM
To: Vedalyn Christie <Vedalyn.Christie@tamarac.org>
Subject: [EXTERNAL] 6041 n university dr tamarac FL

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hey Vedalyn

Is the certificate of use can be printed online or you will send it by email?.

Regards

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Vedalyn Christie

From: Vedalyn Christie
Sent: Friday, August 30, 2024 2:50 PM
To: Mohammed Helou
Subject: RE: [EXTERNAL] Re: 6041 n university dr tamarac FL

YES...

TAMARAC
The City For Your Life

Vedalyn Christie
Senior Business Revenue Specialist
Community Development Department
Tel: (954) 597-3537 Fax: (954) 597-3540
7525 NW 88th Ave, Tamarac, FL 33321
https://tamarac.org/369/Business-Revenue

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Friday, August 30, 2024 2:40 PM
To: Vedalyn Christie <Vedalyn.Christie@tamarac.org>
Subject: [EXTERNAL] Re: 6041 n university dr tamarac FL

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Same address your office??

On Fri, Aug 30, 2024 at 2:38 PM Vedalyn Christie <Vedalyn.Christie@tamarac.org> wrote:

Your Business Tax Receipt cannot be printed by the business owner. It will be mailed via USPS mail, or you can pick it up on

Tuesday any time after 10 AM .

TAMARAC
The City For Your Life

Vedalyn Christie CBTO
Senior Business Revenue Specialist
Community Development Department

Tel: (954) 597-3537 Fax: (954) 597-3540

7525 NW 88th Ave, Tamarac, FL 33321

https://tamarac.org/369/Business-Revenue

From: Mohammed Helou <mhelou900@gmail.com>
Sent: Friday, August 30, 2024 1:45 PM
To: Vedalyn Christie <Vedalyn.Christie@tamarac.org>
Subject: [EXTERNAL] 6041 n university dr tamarac FL

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hey Vedalyn

Is the certificate of use can be printed online or you will send it by email?.

Regards

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Vedalyn Christie

From: Vedalyn Christie
Sent: Wednesday, April 2, 2025 10:23 AM
To: mhelou900@gmail.com
Cc: Maher Mansour
Subject: RE: Special Exception Application.
Attachments: DOC040225.pdf

Good morning, Mr. Helou,

As per our conversation please see attached a copy of our special exception application.

If you have any question, please feel free to contact myself or one of our planners in Community Development at (954) 597-3530.

Thank you.

TAMARAC
The City For Your Life

Vedalyn Christie CBTO
Senior Business Revenue Specialist
Community Development Department
Tel: (954) 597-3537 Fax: (954) 597-3540
7525 NW 88th Ave, Tamarac, FL 33321
https://tamarac.org/369/Business-Revenue

Business Revenue Division

7525 N.W. 88th Avenue
Tamarac, Florida 33321-2401

CITY OF TAMARAC

Business Revenue Receipt

FISCAL YEAR 2022 - 2023

ISSUE DATE: **5/08/23**

EXP DATE: **9/30/23**

TOTAL AMOUNT PAID: 212.35

BUSINESS NAME: **SUNSHINE RETAIL STORES INC**

LOCATION: **6041 N UNIVERSITY DR**

CLASSIFICATION: **MERCHANT-RETAIL**

BUS REV RCPT #: **23 00015690**

CONTROL No: **9679**

SUNSHINE VAPE & SMOKE SHOP

BUSINESS REVENUE RECEIPT MUST
BE CONSPICUOUSLY DISPLAYED

SUNSHINE RETAIL STORES INC
6041 N UNIVERSITY DR
SUNSHINE VAPE AND SMOKE SHOP
TAMARAC FL 33321

Business Revenue Division
7525 N.W. 88th Avenue
Tamarac, Florida 33321-2401

CITY OF TAMARAC
Business Revenue Receipt
FISCAL YEAR 2023 - 2024

ISSUE DATE: **8/27/24**
EXP DATE: **9/30/24**

BUSINESS NAME: **MMM MIAMI CORP**
LOCATION: **6041 N UNIVERSITY DR**

TOTAL AMOUNT PAID: .00

CLASSIFICATION: **MERCHANT-RETAIL**
BUS REV RCPT #: **24 00016253**
CONTROL No: **10033**

RETAIL VAPE & SMOKE SHOP

BUSINESS REVENUE RECEIPT MUST
BE CONSPICUOUSLY DISPLAYED

MMM MIAMI CORP
Sunshine Retail Stores Inc.
6041 N University Dr.
CORAL SPRINGS FL 33076

Business Revenue Division

CITY OF TAMARAC
Business Revenue Receipt
FISCAL YEAR 2024 - 2025

ISSUE DATE: **4/02/25**
EXP DATE: **9/30/25**

BUSINESS NAME: **MMM MIAMI CORP**
LOCATION: **6041 N UNIVERSITY DR**

TOTAL AMOUNT PAID: 151.70

CLASSIFICATION: **MERCHANT-RETAIL**
BUS REV RCPT #: **25 00016253**
CONTROL No: **10033**

RETAIL VAPE & SMOKE SHOP

BUSINESS REVENUE RECEIPT MUST
BE CONSPICUOUSLY DISPLAYED

MMM MIAMI CORP
Sunshine Retail Stores Inc.
6041 N University Dr.
CORAL SPRINGS FL 33076

OK by Maher & Rob.

8/22/24

BUSINESS NUMBER:

TAMARAC
The City For Your Life

CITY OF TAMARAC

BUSINESS TAX RECEIPT COMMERCIAL APPLICATION
(Make Checks Payable to City of Tamarac)
7525 NW 88 AVENUE – TAMARAC, FL 33321-2401
(954) 597-3537
FAX: (954) 597-3540

SECTION I: (To Be Completed By Applicant) — **COMMERCIAL BUSINESS APPLICATION**

Please Print Clearly

DATE: 08/15/24	NEW BUSINESS [X]	ADDRESS CHANGE [ ]	NAME CHANGE [ ]	TRANSFER or OTHER [X]

Applicant Name: MMM MIAMI CORP — **Applicant Title:**

Business Name: MMM MIAMI CORP — **Federal Id. Number:** 99-4476590

Fictitious Name: — **Business Phone Number:** 786-878-9261

Business Address: 6041 N UNIVERSITY DRIVE — **Suite No:** — **Cell Phone Number:** 786-878-9261

City: TAMARAC — **State:** FLORIDA — **Zip Code:** 33321

Fully Describe Nature of Business at This Location: RETAIL / VAPE SMOKE SHOP

Business Owner Name: MOHAMAD N EL HELOU

Business Mailing Address: 6041 N UNIVERSITY DRIVE

Suite or Bay No. — **City:** TAMARAC — **State:** FL — **Zip Code:** 33321

Email Address: mhelou900@gmail.com

Corporations/partnerships please provide the following information on the primary principal:

[X] **Name:** MOHAMAD N EL HELOU — **Title:** DIRECTOR

Address: 6041 N UNIVERSITY DRIVE — **Phone Number:** 786-878-9261

City: TAMARAC — **State:** FL — **Zip Code:** 33321

Commercial Business Location-Plaza or Community Name: 6041 N UNIVERSITY DRIVE

Property Mgr: Current Capital Manag — **Phone Number:** 954-966-8181 — **Plaza Code:**

PRORATED FEES & CERTIFICATE OF OCCUPANCY

THE CITY RESERVES THE RIGHT TO PRORATE BUSINESS TAX RECEIPT FEES AS OF APRIL 1, AT THE RATE OF 75% OF THE ANNUAL FEE. THE FEE SHALL THEN BE REDUCED BY FIVE (5) PERCENT OF THE ANNUAL FEE FOR THE MONTH, THEREAFTER UNTIL THE CLOSE OF THE FISCAL YEAR ON SEPTEMBER 30TH. BUSINESS TAX RECEIPTS OBTAINED BETWEEN OCTOBER 1 AND MARCH 31, SHALL BE SUBJECT TO THE FULL FEE. AND/OR

I AFFIRM THE BUSINESS REVENUE DIVISION REFERRED ME TO THE BUILDING DEPARTMENT TO APPLY FOR AND OBTAIN A CERTIFICATE OF OCCUPANCY.

INITIAL: _____ **DATE:** 08/20/2024

I AFFIRM THE INFORMATION GIVEN ON AND WITH THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AUTHORIZED TO ACT AND BIND THE FIRM IN ALL MATTERS CONNECTED WITH THE BUSINESS.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT	TITLE	DATE
	director	08/20/2024

Business Revenue Division

Section II: Certification

I certify that the information contained herein is true and correct to the best of my knowledge and belief. I understand that if any portion is false or misrepresented, such act may constitute a violation of the City of Tamarac Code of Ordinances Section 12-33 and may be just cause for immediate revocation of any BUSINESS TAX RECEIPT issued to me. Refunds of BUSINESS TAX RECEIPT fees will only be made upon written request and in accordance with the provisions of the City BUSINESS TAX RECEIPT Ordinance Section 12-45; Rebate of Fees.

I further understand that the issuance of any BUSINESS TAX RECEIPT is a privilege to conduct business in the City of Tamarac and does not permit the holder to operate in violation of any City, State, or Federal law, ordinance or regulation and that failure to correct conditions on the premises which are in violation is punishable under Section _____ of the Code of the City of Tamarac and such failure may be just cause for immediate revocation of any BUSINESS TAX RECEIPT issued.

I have read and understand the BUSINESS TAX RECEIPT information provided which may or may not be applicable to my business.

Applicant Signature: _____ Title: 8/22/2024 Date: _____

FOR OFFICE USE ONLY

BUSINESS TAX RECEIPTS REQUIRED ~ SEE BUSINESS RESTRICTIONS AND / OR COMMENTS BELOW:

CLASSIFICATION:	LICENSE FEE	PRO-RATED FEE	LICENSE NUMBER

BUSINESS TAX RECEIPT FEES DUE

TRANSFER FEE	(___) PENALTY FEE	FIRE INSP. FEE	SPEC EXCEPTION TR	TOTAL FEES DUE

PRORATED BUSINESS TAX FEES AS OF APRIL 1, AT 75% OF THE ANNUAL FEE

APRIL 1 (75 %)	MAY 1 (70%)	JUNE 1 (65%)	JULY 1 (60%)	AUGUST 1 (55 %)	SEPTEMBER 1 (50%)
$		$	$	$	$

BUSINESS TAX RECEIPT Application Routing and Approvals

BUSINESS REVENUE SPECIALIST
INITIAL REVIEW: BY: _____ DATE: _____

Page 3

BUSINESS TAX RECEIPT Application Routing and Approvals Continued:

Senior Business Revenue Specialist: By: _____ Date: _____

Planning & Zoning: By: _____ Date: _____

Zoning District: _____ Comments: _____

REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, JANUARY 11, 2023
7:00 PM
COMMISSION CHAMBERS

CALL TO ORDER

Mayor Michelle J. Gomez called the Wednesday, January 11, 2023, City Commission meeting, being held in Commission Chambers, to order at 7:00 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Vice Mayor Bolton led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

Mayor Gomez welcomed new City Attorney Hans Ottinot to the dais and invited him to make a report. City Attorney Ottinot stated his firm appreciated the opportunity to return to working with the City.

2. CITY MANAGER REPORT

2.a. 2023 Arbor Day Proclamation

City Manager Gunn provided a presentation of her report, which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

City Attorney Hans Ottinot outlined rules and procedures for providing public comment. Mayor Gomez opened the floor to comments from the public.

1) Jeffrey Shapiro, 6104 Orchard Tree Lane, Tamarac, shared his experience calling 911 for his mother on New Year's Day and the issues with her medications which occurred upon transfer. He asked that the Commission look into alternatives to South Florida Medical Center.

2) Patti Lynn, Tamarac, spoke regarding TR13885 on the Consent Agenda and asked whether those currently in the application process for a vape shop would be allowed to continue the process if a moratorium was passed. Mayor Gomez noted the item was being pulled from the Consent Agenda and asked whether Ms. Lynn would like to

continue with her comments at that time. Ms. Lynn agreed and asked whether the ban on smoking in the parks would include vaping. City Manager Gunn responded in the affirmative. Ms. Lynn continued her comments, stating she could not believe that the newly elected Commission had changed the City Attorney without public discussion.

3) Dr. Darcy Schiller, Kings Point, Tamarac, referenced a survey posted on Facebook seeking input on resident concerns. She stated she had responded but was disappointed the questions had nothing to do with the resident concerns expressed repeatedly at Commission meetings. She asserted residents were concerned about the budget, spending, and the Commissioners working together. Continuing, she questioned bringing back the former City Attorney and expressed concern with the actions of the new Commissioners. She discussed concerns regarding the City's budget and violations of the Sunshine Law and asked that action be taken.

4) Nicole Bushu, Sunflower-Heathgate, Tamarac, commented on item 10d. She stated she used to work for Animal Control and had seen people unable to feed their animals during difficult times. She asked that pet food and cat litter be added to the list of items in the pantry. She stated there are only two (2) pet pantries in the county and they can be difficult to access.

5) Kate Johnson, Mainlands 4, stated she was appalled by the power plays displayed during the last Commission meeting. She identified issues with the agenda items and asserted it was obvious there had been communication between Commissioners. She expressed concern the replacement of the City Attorney and appointment of a new City Manager went against best practice and was not fair or equitable.

6) Horatio Bryan, 6141 Banyan Lane, shared a joke and stated the moral of the story was that sometimes bs can get you to the top, but won't allow you to stay there.

7) Ronald Wasserman, 8577 J Drive, Tamarac, asked that residents monitor themselves for cancer. He commented on living in a community and asked that the Commissioners help the community to address the many issues facing Tamarac.

8) Elizabeth Walter, Sunflower-Heathgate, Tamarac, stated as a government employee she was well versed in the process for contracts, procurement, and budgets. She asserted the change of attorneys was done on a whim and requested to see any and all documentation the Commissioners had received which they based their decisions on, including text messages, emails, and phone recordings. Mayor Gomez stated someone would connect with Ms. Walter regarding a public records request.

9) Karlene Walker, 6193 Rock Island Road, Tamarac, stated she could see people in District 1 getting what they need and asserted the Commission worked together to get the residents what they want.

10) Stewart Webster, Versailles Garden, Tamarac, thanked Mayor Gomez for being constructive in giving time to speakers. He stated he had prayed things would change with the new Commissioners on board, but he was wrong. He asked that the Commissioners get out in the community and help, partnering with committee members. He added that Tamarac has an issue with its public transportation infrastructure.

4. CONSENT AGENDA

City Manager Gunn asked that item 4c be pulled from the Consent Agenda and addressed separately. Commissioner Villalobos asked that item 10b be removed from the agenda.

Moved by Commissioner Villalobos; seconded by Vice Mayor Bolton to approve the Consent Agenda as amended.

Motion Approved: 5-0.

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

4.a. Approval of the November 21, 2022, Special Meeting Minutes

4.b. TR13865 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid 23-11RB to PC Solutions & Integration, and approving the purchase and renewal of the City's Palo Alto Networks Software Subscriptions and Support from PC Solutions & Integration at a total cost of $291,917.93; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for scrivener errors providing for severability; and providing for an effective date.

Item 4c was heard as part of the Regular Agenda.

4.c. TR13885 - A Resolution of the City Commission of the City of Tamarac, Florida, affirming and ratifying the City Manager's Administrative Order dated December 22, 2022, attached hereto as Exhibit "A" and incorporated herein, declaring zoning in progress and instituting a 180-day moratorium on the submission, processing, approval or issuance of any new business tax receipts, development orders or permits for any retail use that supports liquor stores, vape and smoke shops; and bar, lounge, or tavern uses in the City of Tamarac, in accordance with Chapter 10, Section 10-5.4(U) of the City of Tamarac Code of Ordinances; authorizing and directing the City Manager to undertake study and review of the City's regulations relating to the number and locations of liquor stores, vape and smoke shops; and bar, lounge, or tavern uses in the City of Tamarac providing that upon the adoption of this Resolution affirming the Administrative Order, no permits shall be issued for any new retail use that supports liquor stores, vape and smoke shops; and bar, lounge, or tavern uses not

otherwise exempt during the time period covered by this resolution; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Villalobos; seconded by Commissioner Daniel to approve the resolution as presented.

City Manager Gunn explained staff had been directed in December 2022 to put in place a Zoning in Progress as described. She stated a resident had experienced difficulties as a result of the order and staff did not have the administrative authority to respond to any appeals.

Mayor Gomez opened the floor to comments from the public.

Nick Rajwany, 6041 University Drive, Tamarac, outlined his situation and the impact of the Zoning in Progress on a business he was in the process of opening. He asked that the Commission consider allowing his business to move forward.

Patti Lynn, Tamarac, stated she did not know the applicant but had been in the situation before where the rules changed halfway through the process. She asked that the Commission consider allowing for an exception.

Stephen Rufolavitch, 6041 North University Drive, Tamarac, stated the business owner had done the right things and gone through the proper procedures. He noted he had seen others not do so. He asked that the Commission take an appeal into consideration.

Jeffrey Shapiro, 6104 Orchard Tree Lane, Tamarac, stated upon hearing that the business owner had gone to the Building Department before acquiring a lease, he believed the Commission should allow for an exemption.

Mayor Gomez closed the floor to public comment.

Mayor Gomez offered a friendly amendment to the motion on the floor to ratify the item beginning January 24, 2023, at 5 p.m. to allow Mr. Rajwany to file his paperwork and have the opportunity to proceed. Discussion ensued regarding the intent of the amendment.

Moved by Commissioner Villalobos; seconded by Commissioner Daniel to approve the resolution with an exception to allow Sunshine Retail Stores, LLC to move forward with its business application.

Vice Mayor Bolton expressed concern the motion would open the City to other applications. City Attorney Ottinot explained the exception being discussed relied on evidence of detrimental reliance. He provided a definition and stated he was confident on the legal basis of the motion.

City Manager Gunn clarified that the business owner in question had come to City Hall on December 14 to discuss the business and the requirements, and the Commission directed a Zoning in Progress that evening.

Mayor Gomez stated upon reviewing the applicant's timeline, she thought there was evidence of detrimental reliance. She instructed staff that the business license be non-transferable to avoid a zoning by right situation. Discussion ensued regarding next steps.

Motion Approved: 5-0.

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

5. REGULAR AGENDA

5.a. TR13877 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award RFP 23-01r and execute an agreement with Sports Facilities Management, LLC, for swimming pool management services at the Caporella Aquatic Center, for a five (5)-year contract at a fixed amount not to exceed $2,940,000 plus shared revenues with a 2023 fixed amount not to exceed $588,000 plus shared revenues; providing for the expenditure and renewal of the agreements or approval of assignments and other amendments to the agreements and expenditure of appropriated funds by the City Manager or appropriate City Officials; providing for an expenditure of funds for the management services at the Caporella aquatic center; providing for conflicts; providing for severability; and providing an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Villalobos to approve the resolution as presented.

Mayor Gomez opened the floor to comments from the public, however there being none to speak, closed the floor.

Greg Warner, Director of Parks and Recreation, provided a presentation which is on file in the City Clerk's Office.

Commissioner Villalobos asked whether there would be City staff at the Aquatic Center. Mr. Warner stated the facility would continue to operate as normal, with an onsite supervisor and other City staff.

Commissioner Wright asked the source of the revenue figures included in the presentation. Mr. Warner explained it was an average of the past three (3) years, excluding 2020.

Mayor Gomez stated she appreciated that an attempt would be made to hire staff of the previous management company.

Motion Approved: 5-0.

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

6. ORDINANCE(S) – FIRST READING

6.a. TO2518 - An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 10, Article 3, of the City of Tamarac Land Development Code, entitled "Use Regulations", amending Section 10-3.2, entitled "Table of Allowed Uses", by specifically amending Table 10-3.1, entitled "Allowed Uses" to permit medical marijuana dispensaries and pharmacies as an "Accessory Use" in the MU-N (Mixed Use Neighborhood) and NC (Neighborhood Commercial) zoning districts; and amending Section 10-3.3 entitled "Use-Specific Standards" specifically amending Section 10-3.3(D)(15)(d) entitled "Medical Marijuana Dispensary" to provide for performance standards for medical marijuana dispensaries and pharmacies in accordance with Florida State statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Daniel to approve the Ordinance on first reading.

Maxine Calloway, Director of Community Development, provided a presentation which is on file in the City Clerk's Office.

Commissioner Villalobos stated he believed the City had enough dispensaries. He asked if pharmacies could begin dispensing marijuana. Ms. Calloway explained the current legislation which would preclude that change.

Mayor Gomez commented on the number of walk-in clinics in the community and asked whether the language would make a dispensary incidental to those facilities. Ms. Calloway stated the incidental use would allow for facilities where a patient could see a doctor and then have their prescription filled.

Mayor Gomez commented on the municipalities with bans on medical marijuana facilities. She stated there was a need in the City, but that need had been sufficiently met and asserted she would be more comfortable putting the ban back into effect.

Commissioner Daniel asked how the pending application would be impacted by a ban. Ms. Calloway explained pending applications would be exempt.

Discussion ensued as to the language of the proposed ordinance and a potential Zoning in Progress. Ms. Calloway provided additional detail.

Mayor Gomez sought and obtained a consensus on support for a ban on further marijuana dispensaries. City Manager Gunn advised on next steps. She stated staff would implement a Zoning in Progress immediately and bring it before the Commission for ratification, along with an ordinance to implement a ban.

Motion Failed: 0-5.

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

7. PUBLIC HEARING(S)

8. ORDINANCE(S) – SECOND READING

8.a. TO2517 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending chapter 15 of the City Code of Ordinances, entitled "Parks and Recreation", by creating section 15.90, entitled "Smoking Prohibited in Parks"; providing for conflicts; providing for scrivener's errors, providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Villalobos to adopt the Ordinance.

Mayor Gomez opened the floor to comments from the public.

Ronald Wasserman, 8577 J Drive, Tamarac, spoke in support of the ordinance. He stated what troubled him was the logistics of enforcement. He asked that it not be left to Broward Sheriff's Officers.

Dr. Darcy Schiller, Kings Point, Tamarac, stated she firmly believed people should be free to do what they choose in their own home, but what they do in a public park becomes the business of others. She expressed concern with toddlers picking up cigarette butts and seeing people smoke and added that she hoped the parking lots were included.

Kate Johnson, Mainlands 4, spoke in support of the ordinance. She stated being around smokers impacts her breathing. She noted that enforcement would be an issue and stated additional Code Enforcement Officers would help.

Mayor Gomez closed the floor to comments from the public.

Commissioner Villalobos asked how Colony West and Woodmont would be impacted. Greg Warner, Director of Parks and Recreation, stated Woodmont was

private property, so they would not be covered by the ordinance, and Colony West had not been included in the ordinance as it was specific to City parks.

Commissioner Villalobos addressed concerns of enforcement. He stated signs would be put up, and a process of warnings and citations would be followed, and asserted he believed compliance would follow.

Vice Mayor Bolton asked questions regarding smoking in other City facilities, the definition of smoking, the intent of the ordinance, penalties, and enforcement. Mr. Warner responded as appropriate.

Mayor Gomez expressed her support for the ordinance.

Motion Approved: 5-0.

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

Mayor Gomez called for a recess at 9:06 p.m.
Mayor Gomez called the meeting to order at 9:20 p.m.

9. QUASI-JUDICIAL HEARING(S)

9.a. TBO63 - Board Order approving Special Exception application for Savvy Sliders – Tamarac located at 2400-A West Commercial Boulevard, Tamarac, Florida 33309, to allow for the use of a renovated one (1) story two-thousand one-hundred and forty-nine square foot (2,149 sq.ft.) restaurant "fast-food" with the addition of a drive-through lane and related infrastructure in the MU-C (Mixed-Use Corridor) district, pursuant to the Tamarac Code of Ordinances

Mayor Gomez explained items 9a through 9c would be heard together. City Attorney Ottinot read the titles of items 9a through 9c for the record.

City Attorney Ottinot outlined the City's procedures regarding Quasi-Judicial proceedings. He confirmed the public notice items were met for item 9a through 9c and City Clerk Kimberly Dillon swore in those wishing to provide testimony. City Attorney Ottinot asked for any ex-parte disclosures and there were none to disclose.

Michael Pinnell, Stonefield Engineering, provided a presentation on behalf of the applicant. The presentation is on file in the City Clerk's Office.

Commissioner Villalobos complimented the aesthetics of the proposed project.

Vice Mayor Bolton asked questions regarding the planned drive through. Mr. Pinnell provided additional information on the ingress and egress, as well as projected traffic.

Commissioner Wright inquired as to other Savvy Sliders locations. Mr. Pinnell explained they were currently located in Michigan and Ohio.

Discussion continued regarding traffic management and the potential for impeding traffic on Commercial Boulevard. Mr. Pinnell noted the City's Traffic Engineer had reviewed and accepted the traffic study submitted by the applicant.

Mayor Gomez stated she was excited the previous business was being replaced with something viable in the location. She agreed with the previous comments regarding traffic concerns and stated it was her understanding the City had been denied a dedicated right turn lane by Florida Department of Transportation (FDOT). Ms. Calloway explained the FDOT right-of-way.

Vice Mayor Bolton stated he could not vote in support of the application because of traffic concerns.

Mayor Gomez opened the public hearing, however seeing none, closed the public hearing.

Moved by Vice Mayor Bolton; seconded by Commissioner Villalobos to approve the board order.

Motion Approved: 4-1.

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

9.b. TBO64 - Board Order approving Variance application for Savvy Sliders – Tamarac located at 2400-A West Commercial Boulevard, Tamarac, Florida 33309, requesting relief from Section 10-4.10(D)(3)(f)(iii) of the City of Tamarac Code of Ordinances, to allow a façade sign on the secondary street frontage façade (Prospect Road) for a multi-tenant building with external access to the individual bays, where no secondary façade sign is permitted by Code.

Moved by Commissioner Villalobos; seconded by Commissioner Wright to approve the board order.

Motion Approved: 5-0.

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

9.c. TBO65 - Board Order approving Variance application for Savvy Sliders – Tamarac located at 2400-A West Commercial Boulevard, Tamarac, Florida 33309, requesting relief from Section 10-4.4(D)(5)(a)(ii) of the City of Tamarac Code of Ordinances, to allow a width of 0.84 ft. of landscaping, from an existing 1.97 ft., measured from the property line to the closest parking stall in lieu of 15 ft. as required by Code and to allow a width of 21.11 ft. in lieu of the required 25 ft. measured from the property line to the parallel interior drive aisle, excluding egress and ingress drives, as required by Code.

Moved by Commissioner Villalobos; seconded by Commissioner Wright to approve the board order.

Motion Approved: 5-0.

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

9.d. TB066 - Board Order approving Special Exception application for Culver's Restaurant located at 8251 W. Commercial Boulevard, Tamarac, Florida 33321, to allow for a fast-casual restaurant with drive-through service in the MU-G (Mixed Use General) zoning district, pursuant to the Tamarac Code of Ordinances. City Attorney Ottinot read the title for the record.

Mayor Gomez explained items 9d through 9f would be heard together. City Attorney Ottinot read the titles of items 9d through 9f for the record. City Clerk Kimberly Dillon swore in those wishing to provide testimony.

Mayor Gomez asked for any ex-parte disclosures. Commissioner Villalobos and Commissioner Wright stated they had met the applicant earlier in the day.

Attorney Steve Wherry provided a presentation on behalf of the applicant for items 9d through 9f. The presentation is on file in the City Clerk's Office.

Mayor Gomez opened the public hearing, however seeing none, closed the public hearing.

Commissioner Villalobos referenced polling which had been done to identify businesses residents wanted to see in Tamarac and stated he believed the Culver's would enhance the community.

Commissioner Wright stated he had visited the Margate location and agreed it would enhance his district. He asked whether there were plans to expand the restaurant to include bistro items, as residents wanted something a notch above. Mr. Wherry discussed the restaurant menu and service process.

Mayor Gomez commented on the number of accessible parking spaces, ensuring a direct path between the restaurant and the hotel across the street, and adding strategically placed trash cans to keep the area neat. Continuing, she asked that the site be well-lit for safety and discussed traffic concerns.

Commissioner Daniel thanked the applicant for the trees and landscaping included in the plan.

Moved by Commissioner Wright; seconded by Commissioner Villalobos to approve the board order, subject to the conditions as recommended.

Motion Approved: 5-0.

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

9.e. TBO67 - Board Order approving Zoning Variance application for Culver's Restaurant located at 8251 W. Commercial Boulevard, Tamarac, Florida 33321, to allow for relief from Section 10-4.4(D)(3)(c)(ii) to permit the installation of an enhanced landscape buffer on the northern perimeter of the subject property and in the median of N.W. 57th Street in lieu of the required solid six (6) foot masonry wall to buffer the Culver's Restaurant development from the adjacent residential community, pursuant to the Tamarac Code of Ordinances.

Moved by Commissioner Villalobos; seconded by Vice Mayor Bolton to approve the board order, subject to the conditions as recommended.

Motion Approved: 5-0.

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

9.f. TR13879 - A Resolution of the City Commission of the City of Tamarac, Florida, granting site plan approval (major) with conditions to allow for the development of a four thousand five hundred and fifty square feet (4,550 sq.ft.) Culver's restaurant, a fast-casual dining facility with dual drive through lanes and related infrastructure; for the property located at 8251 West Commercial Boulevard, Tamarac, Florida, (Case No. 7-SP-22); providing for conflicts; providing for severability; and providing for an effective date.

Moved by Commissioner Villalobos; seconded by Commissioner Wright to approve the resolution.

Motion Approved: 5-0.

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

10. OTHER

10.a. Commissioner Appointment to the Broward Metropolitan Planning Organization (MPO) Board.

City Manager Gunn explained the position of the Broward Metropolitan Planning Organization (MPO) had been vacated by Commissioner Placko. She outlined the role of the Board member briefly.

Commissioner Villalobos, Commissioner Daniel, and Mayor Gomez each expressed an interest in the position. Discussion ensued and Commissioner Villalobos withdrew his interest.

Consensus was to appoint Commissioner Daniel to the MPO Board.

Vice Mayor Bolton suggested a term limit and consensus was to move forward without a term limit.

10.b. Discussion on earmarks and lobbying.
Requested by Commissioner Elvin Villalobos

Item removed at the request of Commissioner Villalobos.

10.c. Personal time of privilege.
Requested by Commissioner Elvin Villalobos

Commissioner Villalobos wished everyone a happy new year, congratulated Hans Ottinot on being selected as City Attorney, and Levent Sucuoglu on being named to succeed the City Manager. He discussed the decision process on the dais.

10.d. Discussion and possible direction to add collection of pet food/pet care products to the City of Tamarac pantry and social service program(s).
Requested by Mayor Michelle J. Gomez

Mayor Gomez presented the item. She stated she does food distribution weekly and noted people will feed their animals and go hungry themselves. Consensus was to move forward with the initiative.

10.e. Questions for City Attorney.
Requested by Mayor Michelle J. Gomez

Mayor Gomez presented the item.

Vice Mayor Bolton stated he had recently brought forth a similar item, and the Commission agreed with a resident who asserted that the item was inappropriate. He asserted Commissioners could ask questions of the City Attorney privately. He asked for consensus to remove the item from the agenda.

Mayor Gomez stated there were no questions asked of the City Attorney during the hiring process, and asserted the residents had a right to know about the representation the City would receive. She noted the contract and City Charter were included in the backup materials, and stated the Commission had a fiduciary duty to ask questions.

Moved by Commissioner Villalobos; seconded by Mayor Gomez to extend the meeting past 11:30 p.m. to hear all items on the agenda.

Motion Approved: 3-2.

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

Discussion ensued regarding the procedures for the item.

Mayor Gomez asked City Attorney Ottinot to explain how many attorneys from his firm would be representing the City, and who they are. Vice Mayor Bolton asserted it was inappropriate to reinterview the City Attorney. Discussion continued.

City Attorney Ottinot stated his firm had been on site providing services to staff since their hiring on December 15 and noted the scope of services. He stated he and his partner, Pamala Ryan, have over 40 years of experience with local government, and reviewed the members of his team briefly.

Mayor Gomez asked whether Representative Dotie Joseph's place in the firm constituted any conflict with the City or the City's lobbying efforts. City Attorney Ottinot stated Representative Joseph is an employment law expert with the firm and asserted there is no legal conflict.

Mayor Gomez asked for clarification on the billing process for the City Attorney's services. City Attorney Ottinot provided a brief history on billing for the position and outlined the terms of his agreement. Discussion continued regarding scope and billing under the current contract.

Item 10f was addressed following item 10c.

10.f. Discussion and possible motion to require all items under "Other" to have backup information.
Requested by Commissioner Elvin Villalobos

Commissioner Villalobos stated the Commission had previously determined that items placed under the "Other" section of the agenda must include backup information and detailed the reasons he believed this should be followed.

Mayor Gomez agreed, and stated agendas are completed six (6) days in advance so Commissioners can make intelligent decisions and to allow for transparency with the community. She explained the "Other" section of the agenda was added to the agenda when workshops were cancelled during COVID-19.

Discussion continued, and consensus was to decline the request to require that voting items in "Other" have backup information. Mayor Gomez asked that backup materials be included when possible.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 11:44 p.m.

Minutes transcribed by Crysta Parkinson, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

Kimberly Dillon, CMC

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, January 11, 2023.

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

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

CITY MANAGER'S REPORT
COMMISSION MEETING JANUARY 11TH, 2023

REPORT **Good evening Mayor and City Commission...**

I wanted to start tonight by sharing some good news. We have been notified by the Ferguson Group, our Federal Lobbyist, that Congress has passed an appropriations bill that includes a line item for a $350,000 earmark for the City's First-time Homebuyers Assistance Program. Congresswoman Sheila Cherfilus-McCormick requested $350,000 for the City's First-time Homebuyers Program, as part of her submissions for the FY23 Community Project Funding (CPF) process. These funds will be utilized towards the City's existing First-time Home Buyers Program managed by our Housing Division.

Please join the City of Tamarac and co-sponsor Alpha Kappa Alpha Sorority, Inc. to celebrate Tamarac's diversity and bring the community together at the Martin Luther King Jr. Day Unity March. The march will begin at 9:00 am from Tamarac Park, 7501 N. University Drive and conclude at City Hall, 7501 NW 88th Ave. Once at City Hall, enjoy entertainment featuring song and dance, guest speakers, health screenings and refreshments. Shuttle buses will be available for transportation back to Tamarac Park. Please pre-register at tamarac.me/events. First 100 registrants will receive a free t-shirt.

Registration for Tamarac University is now open!
The TU 2023 Spring Program begins on Tuesday, March 7, 2023, and is an eight week program. Next year's Tamarac University information can be found online at Tamarac.org/TU, including the Class Schedule and Application. The deadline to apply is Friday, January 27, 2023, at 5:00 PM

Thank you...that concludes my report

PUBLIC PARTICIPATION
SIGN-UP SHEET

REGULAR CITY COMMISSION MEETING

Date: 1-11-2023

PLEASE PRINT FULL NAME * ADDRESS * PHONE NO.

PRINT NAME	ADDRESS	PHONE	ITEM#
Nicholas Bustos	Sunflower Heights	561-480-3602	10 D

PUBLIC PARTICIPATION
SIGN-UP SHEET

REGULAR CITY COMMISSION MEETING

Date: 1-11-2023

PLEASE PRINT FULL NAME * ADDRESS * PHONE NO.

PRINT NAME	ADDRESS	PHONE	ITEM#
Kate Johnson	4907 NW 48 Ave	305 490-1178	
Horatius Bryan	D1		
Ron J Wasserman	D4		
Stewart Wasserman	D2		
Elizabeth Walker	Sunshine D4	PPR	
↳ Karlene Walker	went here instead	D1	

PUBLIC PARTICIPATION
SIGN-UP SHEET

REGULAR CITY COMMISSION MEETING

Date: 1-11-2023

PLEASE PRINT FULL NAME * ADDRESS * PHONE NO.

PRINT NAME	ADDRESS	PHONE	ITEM#
Darcy Schiller	KPIT		
Karlene Walker	✓ Rockford Dr		skipped for now

PUBLIC PARTICIPATION
SIGN-UP SHEET

REGULAR CITY COMMISSION MEETING
DATE: 1-11-2023

PLEASE PRINT FULL NAME * ADDRESS * PHONE NO.

PRINT NAME	ADDRESS	PHONE	ITEM#
Nick Rajwany	–	9542600969	4C
Jeffrey Shapiro	6104 Orchard TREE Lane Tamarac, FL 33319	(954) 873-4425	
Patti Lynn	6411 NW 58th St		

From:	Pamala Ryan
To:	Maher Mansour; Kent Walia; Christian Waterval
Cc:	Hans Ottinot (Ottinot Law)
Subject:	RE: Meeting Minutes and Resolution - Zoning In Progress Vape Shops
Date:	Wednesday, June 10, 2026 1:37:57 PM
Attachments:	image002.png City of Tamarac Resolution R-2023-002.pdf 2023-01-11 - City Commission Regular Meeting Minutes.pdf image003.png

Gentlemen, I reviewed the minutes and coupled with the continuous BTR on the use, it is my opinion that the new applicant should NOT have to get a special exception and variance to operate. At the January 11, 2023 Commission Meeting, the Commission discussed the zoning in progress resolution, and while discussing it, they changed the start date so that the operator of a vape shop could fall outside of the moratorium. During the discussion on that issue, the minutes state that Mayor Gomez "instructed staff that the business license be non-transferable to avoid a zoning by right situation." There was no motion or vote on the issue and frankly, city staff did not place the language requested on the business license. It may be difficult to defend a requirement that a new owner has to get a special exception and a variance under these facts.

Please reach out if you want to discuss this further.

Pamala H. Ryan
Deputy City Attorney | City Attorney's Office
(954) 597-3527 | www.tamarac.org
7525 NW 88th Ave, Tamarac, FL 33321

From: Maher Mansour <Maher.Mansour@tamarac.org>
Sent: Wednesday, June 10, 2026 10:38 AM
To: Pamala Ryan <Pamala.Ryan@tamarac.org>; Kent Walia <Kent.Walia@tamarac.org>; Christian Waterval <Christian.Waterval@tamarac.org>
Subject: Meeting Minutes and Resolution - Zoning In Progress Vape Shops

Good morning,

The relevant motion is highlighted in the minutes.

Regards,

Maher

Maher Mansour, AICP, LEED AP ND
Assistant Director
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3530 Fax: 954-597-3540

www.tamarac.org



From:	Christian Waterval
To:	Eileen Silio; Mohammed Helou
Cc:	Sata Bongoy; Maher Mansour; Vedalyn Christie; Diana Rio | RDR Miami
Subject:	RE: [EXTERNAL] Re: ReActivated - Sexy Vape Smoke Shop {Case No. 3-Z-26 & 3-B-26}
Date:	Monday, July 6, 2026 10:31:00 AM
Attachments:	image001.png image003.png

Good Morning Eileen & Mohammed,

Sexy Vape Smoke Shop {Case No. 3-Z-26 & 3-B-26}

I sincerely apologize for the inconveniences that have come upon this project.

After another discussion between the Community Development Department Director & City Attorney, they have determined that Sexy Vape Smoke Shop **is indeed required** to go through the Special Exception & Variance Approval process.

I do not have any information on why it was brought back up for discussion to go to the Public Hearings (*Planning Board* & *City Commission*).

The Refund from our Department has been halted; therefore, there are no fees due or owed for your applications.

Please coordinate with Diana Rio to provide the Public Notification Services for the Public Hearing Item Dates listed below.

The Public Notification & Public Site Posting are required ***15 Calendar Days before*** the *Planning Board* Hearing.

Therefore, the Public Notification & Public Site Posting are required to be posted on-site and sent out no later than ***Tuesday, August 18th, 2026***.

Also, have the presentation for the *Planning Board* sent to me no later than ***Thursday, August 27th, 2026***.

PUBLIC HEARING ITEM DATES:

September 2nd, 2026 @ 9:00 a.m. – *Planning Board (Recommendation: Favorable or Unfavorable)*

September 9th, 2026 @ 7:00 p.m. – *City Commission (Decision: Approval or Rejection)*

Respectfully,

Christian Waterval
City Planner | Community Development Department
(954) 597-3548 | www.tamarac.org
7525 NW 88th Ave, Tamarac, FL 33321

From: Eileen Silio <eileen@actfastrealty.com>
Sent: Friday, June 12, 2026 2:52 PM
To: Christian Waterval <Christian.Waterval@tamarac.org>
Cc: mhelou900@gmail.com; Sata Bongoy <Sata.Bongoy@tamarac.org>; Maher Mansour

<Maher.Mansour@tamarac.org>; Vedalyn Christie <Vedalyn.Christie@tamarac.org>
Subject: [EXTERNAL] Re: Withdrawn/Cancelled - Sexy Vape Smoke Shop {Case No. 3-Z-26 & 3-B-26}

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Christian,

Thank you for this important update. Everyone at the City of Tamarac was so helpful, professional and courteous during all interactions. We are completing the paperwork for the Business Tax Receipt and Safety Permit.

Once again, thank you to City of Tamarac.

Kind regards,



Eileen Silio
Act Fast Realty LLC
Licensed Real Estate Broker



Download
MY INSTACARD

p. 305-951-3727
w. https://www.actfastrealty.com
a. 2845 SW 81 Ave, Miami, FL 33155, US

CONFIDENTIALITY NOTICE:
The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

On Jun 12, 2026, at 10:42 AM, Christian Waterval <Christian.Waterval@tamarac.org> wrote:

Good Morning Eileen & Mohammed,

Sexy Vape Smoke Shop {Case No. 3-Z-26 & 3-B-26}

Thank you for your patience with us during this arduous process.

After further review of the Sexy Vape Smoke Shop, the Community Development Department has determined that your project **is not required** to go through the Special Exception & Variance Approval process.

This project has been withdrawn/cancelled due to an Administrative Review of the history and background of the Business Tax Receipt transfer and other factoring details.

You will receive a Refund from our Department for the Special Exception Application ($2,500), Variance Application ($1,200), and Public Notice ($1,600).

Sata, Senior Office Assistant, will confirm the refund once it is ready sometime next week.

FYI –

The Smoke Shop/Vape Shop is deemed a Legal NonConforming Use and is approved only for this Business, Sexy Vape Smoke Shop.

The Business Tax Receipt is non-transferrable.

Any new owner or tenant seeking to continue operating a Smoke Shop/Vape Shop at this location **must first obtain approval** of both a Special Exception & Variance from the City Commission.

Only upon such approvals may a new Business Tax Receipt be issued or the existing Business Tax Receipt be transferred.

This information will be added to the Current Business Tax Receipt & your Future Building Permit "Safety Permit" for the Certificate of Occupancy.

Remember, **you are still required** to obtain the Certificate of Occupancy "Safety Permit" through the Building Department for Sexy Vape Smoke Shop.

Please contact the Building Department for any C.O. questions or comments.

Respectfully,

<image004.jpg>**Christian Waterval**
City Planner | Community Development Department
(954) 597-3548 | www.tamarac.org
7525 NW 88th Ave, Tamarac, FL 33321

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

THAT THE BUSINESS OWNER CAME IN ON DECEMBER 14TH DURING THE DAY AND WE HAD THE CONVERSATION THAT EVENING ABOUT THE ZONING IN PROGRESS.

WITHIN 24 HOURS, THERE WAS A SHIFT.

I JUST WANTED TO CLARIFY THAT FOR THE RECORD.

>> THANK YOU. I AGREE WITH THE CITY ATTORNEY ABOUT THE DETRIMENTAL RELIANCE.

THERE ARE CERTAIN THINGS YOU JUST CAN'T HELP THAT HAPPEN.

TIMING IS EVERYTHING, WE ALL KNOW THAT.

EVERYONE ON DECEMBER 14TH AND ANNA WAS AWARE OF THIS BUT YOU WERE ALREADY RUNNING FORTH.

WE ALSO KNOW IS HOLIDAY TIME.

I'M PRETTY SURE HAD HOLIDAY TIME NOT BEEN IN THE WAY, YOU PROBABLY WOULD HAVE GOTTEN IT IN BEFORE DECEMBER 22ND, WHICH THIS ITEM ACTUALLY GOES BACK TO DECEMBER 22ND.

I DO HAVE CONCERNS ABOUT THINGS THAT ARE IN THE SLIDE.

YOU ARE RESPONSIBLE FOR YOUR ACTIONS AND YOU NEED TO GET YOUR PAPERWORK IN BUT AS WE'VE DISCUSSED WHEN WE HAD TO DEAL WITH THE MEDICAL MARIJUANA ITEM, THERE ARE CERTAIN TIMES WHEN PEOPLE SAY THEY'RE GOING TO DO THINGS AND THEN THEY NEVER DO.

IN THIS PARTICULAR INSTANCE, THERE OBVIOUSLY WAS ITEMS BEING DONE, THE BOSS PROGRAM IS A GOOD PROGRAM AND I'M VERY HAPPY THAT OUR LANDLORD AND OUR PROPERTY MANAGER FOR THIS PLAZA IS UTILIZING IT AND SENDING IT OVER OUR RELATIONSHIPS WITH OUR LEADERS AND OUR PLAZAS.

WE WILL CONTINUE TO DO EVERYTHING WE CAN TO GET THEM TO UNDERSTAND THAT THIS IS SOMETHING THAT THEY SHOULD FOLLOW.

THERE'S NOTHING THAT IS 100 PERCENT PERFECT AND AS BEEN SAID, THERE WAS DETRIMENTAL RELIANCE AND UNDERSTANDING AND AT FIRST, I HAD THE SAME ATTITUDE OF YOU MISSED THE DEADLINE, HOWEVER, WHEN GIVEN THE INFORMATION ON YOUR TIMELINE THAT YOU ACTUALLY CAME IN, THAT YOU DID UNDERSTAND THIS AND THIS AND IT IS FAIR TO KNOW THAT YOU WOULD NOT BE EXPECTED TO KNOW THAT THERE WAS A CHANGE, IS WHY I'M OKAY WITH THIS.

1:02:17 HOWEVER, I DO HAVE ONE ITEM FOR THE APPLICANT AND I'M NOT SURE IF THIS IS FULLY APPROPRIATE, SO PLEASE ADVISE.

1:02:27 THIS IS BEING DONE FOR YOU AND FOR YOUR BUSINESS THAT YOU ARE PUTTING IN THERE AND FOR THE TERM OF YOU IN YOUR LEASE.

AT THIS TIME, WITH THE ZONING IN PROGRESS THAT IS GOING TO BE RESEARCHED, WE DON'T KNOW IF THAT PLACE IN THE PLAZA WILL BE APPROVED IN THE FUTURE.

IF YOU ARE NOT THERE, YOUR LEASE TERMINATES.

1:02:50 I WOULD LIKE TO MAKE THIS A NON-TRANSFERABLE BUSINESS LICENSE SO THAT IF YOU LEAVE AND THE CITY COMMISSION HAS DETERMINED THAT THIS IS NOT A BUY-RIGHT LOCATION IN THE FUTURE, YOU CAN'T GIVE IT TO ANYBODY ELSE TO GO IN THERE AND ASSUME YOUR BUSINESS LIFE OCCUPATION. DO YOU AGREE WITH THAT?

>> YES MA'AM.

>> THANK YOU. THAT WILL BE ON RECORD THAT THIS IS SPECIFICALLY AFTER YOU FILL OUT ALL YOUR PAPERWORK ON YOUR BUSINESS. [OVERLAPPING]

>> I WOULD JUST SAY THAT'S INSTRUCTION THERE, COMMUNITY PLANNING AND MANAGER BECAUSE THE APPLICATION IS NOT BEFORE YOU GUYS, WE DEALING WITH THIS ZONING IN PROGRESS.

WE DON'T WANT TO MIX THAT UP AND COMMUNITY PLANNING AND THE MANAGER, THEY WILL DEAL WITH IT AS THEY WOULD DEAL WITH ANY OTHER APPLICATION.

>> CORRECT. THOUGH THEY WILL TAKE CARE OF IT AS HE PUTS HIS ITEM IN PROCESS BUT I WANT TO MAKE SURE THAT THIS ITEM IS UNDERSTOOD FOR THE PROCESS.

>> HE DIDN'T SUBMIT THE ORIGINAL APPLICATION AND EVERYTHING, DO I NEED TO DO THAT AGAIN TOMORROW?

>> YOUR APPLICATION'S ALREADY IN, BUT IT GOT DENIED.

>> MAXINE, WHAT ARE THE NEXT STEPS? DID THEY NEED TO REFILE OR WE USE WHAT THEY HAVE?

>> WE CAN USE WHAT THEY HAVE.

THEY CAN RE-EMAIL IT, BUT I JUST WANT TO MAKE SURE PROCEDURALLY THAT THE COMMISSION UNDERSTANDS THAT WHAT WE'RE ASKING TONIGHT.

IN ORDER FOR THIS BUSINESS OWNERS APPLICATION TO BE PROCESSED, THE ITEM FIRST HAS TO BE REJECTED BECAUSE THE ZONING IN PROGRESS IS IN PLACE FROM JUNE 22ND.

YOUR RATIFICATION IS JUST TO KEEP IT IN PLACE.

IF YOU'RE RATIFY IT TOMORROW 5:00 P.M. AND YOU DON'T REJECT TONIGHT, IT'S STILL MEANS THE ZONING IN PROGRESS IS STILL IN PLACE.

YOU WOULD HAVE TO REJECT, WHICH OPENS THE WINDOW, AND THEN THE CITY MANAGER WOULD THEN BRING FORWARD A NEW ZONING IN PROGRESS.

>> NO. IN FACT, MAXINE, I THINK THE ONLY THING THE COMMISSION IS BASICALLY AN EXCEPTION TO THE ZONING PROGRESS RELATING TO THIS APPLICANT, SO THE ZONING PROGRESS WILL STAY INTACT WITH THIS EXCEPTION THAT THIS COMMISSION IS CREATING TONIGHT.

VERY LIMITED EXCEPTION, OKAY?

[01:05:02]

>> OKAY.

>> OKAY.

>> I WAS JUST GOING TO SUGGEST TO MOVE WHAT PORTION OF THAT

>> SORRY. BECAUSE WE'RE NOT AT THE MIC, SO IT'S REALLY HARD, BUT I BELIEVE THAT EVERYTHING HAS BEEN RESOLVED TO WHICH THE ZONING IN PROGRESS IS GOING FORWARD WITH ONE EXCEPTION FOR YOUR SPECIFIC BUSINESS WHICH IS ONLY ALLOWABLE TO YOU FOR THE TIME THAT YOU ARE PERSONALLY THERE AND THE BUSINESS.

>> THEY MUST APPLY BY 5:00 P.M. TOMORROW.

>> YOU WILL RESUBMIT EVERYTHING BEFORE 5:00 P.M. TOMORROW.

I HAVE A FEELING THERE'LL BE SOME EARLY MORNING TEXTS OR EMAILS.

EXIN, IS THERE ANYTHING FURTHER ON THIS ITEM?

>> YES. I JUST WOULD LIKE TO REITERATE THE MOTION BECAUSE YOU ADDED THERE IS NO TRANSFERABLE, SO THE MOTION WOULD BE TO ACCEPT YOUR FRIENDLY AMENDMENT IN ADDITION TO NOT BEING TRANSFERABLE.

>> DO YOU ACCEPT THAT, COMMISSIONER DANIEL?

>> YES.

>> THANK YOU. ON THIS ONE, WE'RE GOING TO ASK THE CITY CLERK TO CALL THE ROLL.

>> THANK YOU, MADAM MAYOR. VICE MAYOR BOLTON.

>> YES.

>> COMMISSIONER VILLALOBOS.

>> YES.

>> COMMISSIONER DANIEL.

>> YES.

>> MAYOR GOMEZ.

>> YES.

>> COMMISSIONER WRIGHT?

>> YES.

>> MOTION PASSES FIVE TO ZERO. THANK YOU.

>> THANK YOU. WELCOME TO THE CITY OF TAMARAC.

YOU CAN ALWAYS MOVE HERE. WE'VE GOT GREAT HOUSES TOO. YES, YOU CAN.

[LAUGHTER] I DID NOT ASK FOR IT TO BE A CONDITION OF YOUR LICENSE, BUT [LAUGHTER] THANK YOU.

[5.a TR13877 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award RFP 23-01r and execute an agreement with Sports Facilities Management, LLC, for swimming pool management services at the Caporella Aquatic Center, for a five (5)-year contract at a fixed amount not to exceed $2,940,000 plus shared revenues with a 2023 fixed amount not to exceed $588,000 plus shared revenues; providing for the expenditure and renewal of the agreements or approval of assignments and other amendments to the agreements and expenditure of appropriated funds by the City Manager or appropriate City Officials; providing for an expenditure of funds for the management services at the caporella aquatic center; providing for conflicts; providing for severability; and providing an effective date.]

NOW, LADIES AND GENTLEMEN, WE'RE GOING TO ACTUALLY GO TO OUR NUMBER 5, OUR REGULAR AGENDA, 5A TR13877.

THE ATTORNEY, PLEASE READ THE TITLE FOR THE RECORD.

>> THANK YOU, MADAM MAYOR. AS A RESOLUTION STATE COMMISSIONERS, CITY OF TAMARAC, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD RFP 23-01R AND EXECUTE AN AGREEMENT WITH SPORTS FACILITIES MANAGEMENT, LLC FOR SWIMMING POOL MAGNUS SERVICE AT THE CAPORELLA AQUATIC CENTER FOR FIVE-YEARS CONTRACT AT A FIXED AMOUNT NOT TO EXCEED 2,940,000 PLUS SHARE REVENUES, WITH A 2023 FIXED AMOUNT NOT TO EXCEED 588,000 PLUS SHARE REVENUES.

PROVIDE FOR THE EXPANSION, RENEWABLE AGREEMENTS, AND APPROVAL OF ASSIGNMENTS AND OTHER AMENDMENTS AND AGREEMENTS AND EXPLAINS YOUR APPROPRIATE FUNDS TO THE CITY MANAGER, APPROPRIATE CITY OFFICIALS, CLAIM FOR

EXPENDITURE OF FUNDS FOR THE MANAGEMENT SERVICE AT CAPORELLA AQUATIC CENTER, [INAUDIBLE], PROVIDE FOR EFFECTIVE DATE. THANK YOU, MADAM MAYOR.

>> THANK YOU. I NEED A MOTION AND A SECOND, PLEASE.

>> SO MOVED.

>> SECOND.

>> I'VE GOT A MOTION BY THE VICE MAYOR.

I'VE GOT A SECOND BY COMMISSIONER VILLALOBOS.

I WILL NOW OPEN THIS ITEM UP FOR PUBLIC COMMENTS.

IS THERE ANYBODY IN THE AUDIENCE WHO WISHES TO MAKE ANY COMMENTS? SEEING NONE, PUBLIC COMMENTS ARE NOW CLOSED.

WE NOW HAVE A PRESENTATION BY GREG WARNER, OUR PARK AND REC DIRECTOR. FLOOR IS YOURS.

>> THANK YOU. MAYOR, VICE MAYOR, MEMBERS OF THE COMMISSION, GREG WARNER, DIRECTOR OF PARKS AND RECREATION.

I ALSO HAVE VIRTUALLY ON TEAMS JIM ARNOLD, WHO IS THE NATIONAL DIRECTOR OF BUSINESS OPERATIONS FOR SPORTS FACILITIES MANAGEMENT, AND DAVE PRITCHETT, WHO'S THE CHIEF OPERATING OFFICER FOR SPORTS FACILITIES MANAGEMENT, WHO ARE WITH US.

AS THE CITY ATTORNEY READ, WE WENT OUT FOR A BID.

THIS RESOLUTION IS TO AWARD RFP 23-01R AND EXECUTE AN AGREEMENT WITH SPORTS FACILITIES MANAGEMENT.

I DO HAVE A PRESENTATION TO PROVIDE SOME ADDITIONAL INFORMATION WITH THIS.

SINCE THE AQUATIC CENTER HAS BEEN OPENED IN 2007, THE CITY HAS OUTSOURCED THE MANAGEMENT SERVICES FOR THE CAPORELLA AQUATIC CENTER.

IN 2013, WE AWARDED RFP 13-02R FOR THE MANAGEMENT SERVICES THAT JEFF ELLIS MANAGEMENT, LLC FOR A TWO-YEAR TERM.

THAT AGREEMENT ALLOWED US TO DO TWO-YEAR RENEWALS WITH THEM AND UNLIMITED TERM AS LONG AS THE TERMS AND CONDITIONS STAY THE SAME.

FOR FISCAL YEAR '23, JEFF ELLIS MANAGEMENT COMMUNICATED THAT THEY WOULD NO LONGER BE ABLE TO PROVIDE THE SERVICES AT THE CURRENT TERMS AND PRICING.

WITH THAT, FROM JEFF ELLIS MANAGEMENT, WE PUT THIS SERVICE OUT TO A COMPETITIVE BID WITH AN RFP PROCESS.

WE RECEIVED THREE RESPONSES FOR THIS RFP AND ONE WAS FROM JEFF ELLIS MANAGEMENT, ONE WAS FROM USA MANAGEMENT, AND THE THIRD WAS FROM SPORTS FACILITIES MANAGEMENT, LLC.

[01:10:04]

SPORTS FACILITIES MANAGEMENT WAS THE HIGHEST SCORING FIRM AND DEEMED TO BE THE FIRM THAT BEST MET THE NEEDS OF THE CITY AND THE RFP SELECTION COMMITTEE.

A LITTLE BIT ABOUT SPORTS FACILITIES MANAGEMENT, AND YOU CAN SEE THE PHOTO HERE.

THIS IS ONE OF THE FACILITIES THAT THEY MANAGE IN EDMOND, OKLAHOMA.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 28, 2026
SUBMITTED BY:	Collette Blake
ITEM TYPE:	Board Order
AGENDA SECTION:	**QUASI-JUDICIAL HEARING(S)**
TITLE:	TBO106 - Order granting/denying Variance application for Sexy Vape Smoke Shop, 6041 N. University Drive, Tamarac, Florida 33321 seeking relief from Section 10-3.3(D)(15)(e)(i), Code of Ordinances, to reduce the required minimum separation distance from smoke shops, package liquor stores, and schools from one thousand (1,000) feet to three hundred twenty (320) feet.

ATTACHMENTS:

1) VAR Memo - SVSS_CC_.docx
2) TBO#106 - SVSS CC.docx
3 - Variance_Justification_Letter_.pdf
4 - Site Location Map - SVSS.pdf
5 - 2025 SURVEY.pdf
6 - As-Built Site Plan '16.pdf
Legal_Ad.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 26-10-002M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu
City Manager

FROM: Kent Walia, AICP, CFM
Director of Community Development

DATE: October 28, 2026

RE: *Sexy Vape Smoke Shop – Variance {Quasi-Judicial}*
TEMP BOARD ORDER NO. 106**; CASE#:** 3-B-26**; MF#:** 03-00

RECOMMENDATION: The Director of Community Development recommends the Mayor and City Commission approve the following variance request from the requirements of Section 10-3.3, Use-Specific Standards, of the City's Code of Ordinances at its October 28, 2026 meeting (continued from the October 14th meeting), as included in the attached Board Order for Variance - Temp Board Order No. 106.

ISSUE: Mohamad El-Helou of MMM Miami Corp, business owner of Sexy Vape Smoke Shop and designated agent for the property owner, UFC Investment & Management, Inc., is requesting variance approval from Section 10-3.3(D)(15)(e)(i), of the Land Development Code, to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet. (see attached Letter of Justification)

LOCATION: The subject property is located at the southwest corner of NW 61st Street and N. University Drive (see Aerial Photograph above and attached Location Map). The property consists of a parcel within an existing commercial retail plaza, legally described as Westland Plat 172-64 B Portion Desc AKA: Lot 1, and commonly known as "Applebee's Plaza." Sexy Vape Smoke Shop is seeking to operate within an existing suite located at 6041 N. University Drive, Tamarac, Florida 33321, within the plaza. The subject property is approximately 1.93 net acres in size, has a City of Tamarac Future Land Use designation of "Commercial," and is zoned Mixed-Use Neighborhood (MU-N).



Surrounding Land Use and Zoning Analysis:

	Zoning District	Use
North	Public Facilites (PF)	City Water Treatment Plant
South	Mixed-Use General (MU-G)	Midway Plaza (Multi-Use Commercial)
East	Mixed-Use Neighborhood (MU-N)	Broward Teachers Union (Office & Training Facility)
West	Two-Family Residential (R-2)	Edgewater Village (Two-Family Dwelling Residential)

BACKGROUND: Sunshine Retail Stores, Inc. properly filed its Building Permit and Business License applications within the timeframe authorized by the City Commission, completed all required inspections, and was issued a Certificate of Occupancy ("C.O.") on May 4, 2023. Per City records, Sunshine Retail Stores, Inc. was classified as "Merchant-Retail" and maintained an active Business License from 2023–2024.

On August 20, 2024, Mohamad El-Helou of MMM Miami Corp., also known as Sexy Vape Smoke Shop, visited the Community Development Department to inquire about transferring the Business License. Mr. El-Helou began the process of applying for a C.O. through the Building Department's Electronic Plan Review ("EPR") system and was assigned Building Permit No. BP24-3911. Per City records, no documents were uploaded to the Electronic Plan Review documents folder.

On August 22, 2024, the Business Tax Receipt was issued and transferred to MMM Miami Corp. Per staff records, the Business Tax Receipt issued to Sunshine Retail Stores, Inc. did not include the condition imposed by the City Commission stating that "this allowance is subjected specifically for this business, and the business license shall not be transferable." Therefore, Mr. El-Helou was not made aware by the previous business owner, property owner, or City staff that the prior business was prohibited from transferring the business license pursuant to the City Commission's action. As of August 27, 2024, the Business License for MMM Miami Corp. was activated for 2024 and subsequently renewed for 2025.

On February 19, 2025, the City of Tamarac Building Department opened a Special Magistrate case and issued a Notice of Violation to the current business and the subject property for operating without a Certificate of Occupancy, an active permit, or documents uploaded under Building Permit No. BP24-3911. Subsequently, Building Permit No. BP24-3911 was cancelled by the Building Department.

On May 16, 2025, Planning & Zoning staff met with Mr. El-Helou to discuss the history of the suite and the process for applying for Special Exception and Variance approvals through the Community Development Department. During the meeting, Mr. El-Helou disclosed that MMM Miami Corp. began operating the leased suite as a Vape/Smoke Shop in September 2024 after receiving the Business Tax Receipt, but without obtaining a C.O., both of which are required to legally operate a business in the City of Tamarac. Mr. El-Helou subsequently advised that he would retain an outside agent/representative to assist with the Special Exception and Variance applications and supporting documentation.

On May 4, 2026, Mr. El-Helou submitted completed Special Exception and Variance applications, supporting documentation, and the required payment.

Mr. El-Helou is requesting a Variance approval to seek relief from Land Development Code Section 10-3.3(D)(15)(e)(i), Code of Ordinances, to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet.

Simultaneously, Mr. El-Helou has filed a separate Special Exception application (3-Z-26) seeking approval to authorize the operation of an existing Vape/Smoke Shop, consisting of approximately one thousand one hundred twenty (±1,120) square feet, within a commercial retail plaza.

The proposed business is not unique to the area, as there are seven (7) existing Vape/Smoke Shop businesses dispersed across the City of Tamarac. Additionally, the closest Vape/Smoke Shop is located approximately one thousand five hundred (1,500) feet from property line to property line, while the door-to-door distance is approximately two thousand three hundred (2,300) feet. The proposed use would provide employees, residents, and visitors with an additional retail option in the area while maintaining compatibility with the existing commercial character.

ANALYSIS: Per LDC Section 10-3.3, Use-Specific Standards, the requirement for vape/smoke shops provides: "No vape/smoke shop and liquor store, where permitted, shall be located within one thousand (1,000) feet of an existing vape/smoke shop and liquor store and/or the real property that comprises a public or private preschool, elementary school, middle school, or secondary school within the City's municipal boundaries and neighboring cities."

Land Development Code Section 10-3.3(D)(15)(e)(i) "Use-Specific Standards"

Use & Location	Requirement (P/L)	Provided (P/L)
Soaring Eagles Academy "Preschool" (Midway Plaza)	1,000 Feet	320 Feet
Publix Liquors (Midway Plaza)	1,000 Feet	320 Feet
Saint Malachy Catholic School "PreK – 5th Grade" (Religious Grounds)	1,000 Feet	356 Feet
New Generation Liquors (5800 Plaza)	1,000 Feet	489 Feet

A variance seeks relief from zoning regulations when such variance will not be contrary to the public interest and when, owing to conditions peculiar to the property and not resulting from the actions of the applicant, literal enforcement of the ordinance would result in unnecessary and undue hardship.

Section 10-5.4(Q), Code of Ordinances, identifies the standards to be employed by the City Commission when considering a variance from the terms of the Zoning chapter of the Code of Ordinances and other applicable zoning ordinances.

These standards and the responses to each, as they apply to the subject petition, are provided below.

Review Standards for Variance LDC Section 10-5.4(Q)(4)

i. ***There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;***

The subject property is an established commercial plaza that was developed prior to the adoption of the current use-specific separation requirements for Vape/Smoke Shops. The tenant space at 6041 N. University Drive was previously occupied by a Vape/Smoke Shop that received City authorization and a Certificate of Occupancy before the Land Development Code was amended in 2023 to establish the one thousand (1,000)-foot separation requirement. The existing location, configuration, and surrounding development pattern of the property are fixed and were established prior to adoption of the current separation standard.

The requested Variance is necessitated by the property's location approximately three hundred twenty (320) feet from property subject to the separation requirement, rather than by any modification to the site or physical expansion of the existing tenant space by the Applicant. These circumstances are specific to the subject property and its development and use history and do not generally apply to properties developed or occupied after adoption of the current separation requirement.

ii. ***The special conditions and circumstances referred to above are not the result of the actions of the landowner;***

The special conditions and circumstances described above, including the development history of the subject property, the specific history of the tenant space, and the prior operation of a Vape/Smoke Shop at the same location, are not the result of actions taken by the landowner. The one thousand (1,000)-foot separation requirement was adopted in 2023, after the prior Vape/Smoke Shop had been authorized to operate at the subject location.

The requested Variance would allow the continuation of the same general use within an existing tenant space that was previously occupied by a Vape/Smoke Shop before the current separation standard was established. These circumstances were created by the subsequent amendment to the Land Development Code and the prior regulatory history of the site, rather than by any action of the landowner to create the condition necessitating the Variance.

iii. ***Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;***

The intent of the Variance request is to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet. As previously stated, the subject tenant space was previously occupied by a Vape/Smoke Shop that was lawfully authorized as a permitted use by right prior to the 2023 amendment to the Land Development Code establishing the separation requirement.

Literal application of the current separation standard would preclude the continuation of the same general use within an existing tenant space that had previously been approved and operated for that purpose, notwithstanding the established development and use history of the property. In contrast,

other properties that satisfy the separation standard may establish the same use through the applicable approval process. Under these circumstances, strict application of the separation requirement to the subject property would impose an unnecessary and undue hardship on the landowner by preventing the continued use of an existing commercial space for a use previously authorized at this location.

iv. ***The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;***

The requested relief is to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet established by the Land Development Code. The current property-line-to-property-line separation between Applebee's Plaza and Midway Plaza is approximately three hundred twenty (320) feet. By comparison, the door-to-door distance between Sexy Vape Smoke Shop and Soaring Eagles Academy is approximately seven hundred fifty (750) feet.

Approval of the Variance would not confer a special privilege on the landowner, as any similarly situated property owner may seek variance relief from the applicable separation standard through the same review process and must demonstrate compliance with the required variance criteria. The requested relief is specific to the existing site conditions and development history of the subject property and does not exempt the Applicant from other applicable requirements of the Land Development Code.

v. ***The extent of the Variance is the minimum necessary to allow a reasonable use of the property;***

The subject tenant space was previously occupied by a Vape/Smoke Shop that was a permitted use by right prior to the 2023 amendment to the Land Development Code. The amendment subsequently required Special Exception approval for Vape/Smoke Shops and established a minimum one thousand (1,000)-foot separation from other liquor stores and private, public schools.

The requested Variance is limited to reducing the required separation distance to three hundred twenty (320) feet, which reflects the existing property-line-to-property-line separation between the subject property and the nearest property according to the separation standard. No additional reduction beyond that is necessary to accommodate the existing location is requested. Additionally, the nearby uses subject to the separation requirement are physically separated from the subject site by major roadways, walls, or canals, which further reduces potential compatibility impacts. Accordingly, the extent of the requested Variance is the minimum necessary to allow the reasonable continuation of the use at the subject location.

vi. ***The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;***

The granting of the Variance is consistent with the general purpose and intent of the Land Development Code, as a Vape/Smoke Shop has historically operated within the subject tenant space, and Business Tax Receipts were issued to both the previous and current business owners. Subsequent amendments to the Land Development Code established new separation requirements applicable to this type of use.

The requested Variance does not introduce a new or more intensive use at the subject location but

instead seeks relief necessary to continue a use that previously operated within the same tenant space. Given the established commercial character of the property, the prior history of the use, and the physical separation from nearby regulated uses by major roadways or canals, the requested relief is not inconsistent with the purpose of the separation requirement. Accordingly, the Variance preserves the spirit and intent of the Code while addressing the unique circumstances affecting the subject property.

vii. ***The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.***

The requested Variance is not expected to adversely affect the health or safety of persons residing or working in the surrounding area, nor is it expected to be injurious to nearby properties or improvements. The Vape/Smoke Shop occupies the existing tenant space, and they have indicated that they plan on abiding by all state legislation in regard to the purchase and sales of nicotine products. Also, they have access to an operable dumpster enclosure and will dispose of all products properly.

The business will remain subject to all applicable local and state licensing, inspection, and operational requirements. In addition, the surrounding roadway and canal network provides physical separation from nearby properties subject to the distance requirement. Accordingly, approval of the Variance is not anticipated to create conditions detrimental to the public health, safety, or welfare.

viii. ***The Variance is consistent with the Comprehensive Plan.***

The subject property is an established commercial retail plaza designated for commercial development and is consistent with Objective 1 of the City's Comprehensive Plan, which states: *"The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element of the City's Comprehensive Plan."*

The requested Variance will facilitate the continued use of an existing commercial tenant space within an established commercial plaza and will not alter the property's existing land use, intensity, or development pattern. Accordingly, the Variance is consistent with the applicable goals and objectives of the Comprehensive Plan regarding orderly growth and development.

The Variance application demonstrates compliance with the review standards listed in Section 10-5.4(Q)(4); as such, the Director of Community Development recommends approval.

STRATEGIC GOALS: This item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, "The City of Tamarac is Economically Resilient," by promoting a "Business Friendly" environment. The smoke shop is located within an established commercial plaza along N. University Drive, a major thoroughfare providing access to and from the City of Tamarac. The requested relief recognizes that the same use operated at the subject location prior to amendments to the Land Development Code that subsequently established additional approval and separation requirements for Vape/Smoke Shops.

CONCLUSION: The Director of Community Development recommends that the Mayor and City Commission approve the variance request from the requirements of the use-specific standards in Section 10-3.3(D)(15)(e)(i), of the City's Code of Ordinances at its October 28, 2026 meeting.

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: *At its October 7, 2026 meeting, the Planning Board voted 5-0 to forward a favorable recommendation to the Mayor and City Commission for the variance request to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet, per the use-specific standard set forth in Section 10-3.3(D)(15)(e)(i). The actions of the October 14 meeting where the item was continued to the October 28 meeting date as a consequence of the Special Exception being continued to that date, therefore, the Variance could not be heard.*

Kent Walia

_____

Kent Walia, AICP, CFM
Director of Community Development

Attachments:
Board Order for Variance – Temp Board Order No. 106
Justification Letter
Site Location Map
Property Survey
As-Built Plans
Legal Ad
Email correspondence and BTR records

KW/CTW

Prepared by and Return to:
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

Space Above This Line for Processing Data

Space Above This Line for Recording

FINAL BOARD ORDER FOR DEVELOPMENT PERMIT

BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO – 2026 – _____

HEARING DATE: October 28, 2026
CASE NO. 3-B-26

IN RE:	The Application of:	Sexy Vape Smoke Shop (Applebee's Plaza)
	Location:	6041 North University Drive, Tamarac, Florida 33321
Property Folio Identification Number:		494-09-45-0010
Property Legal Description:		WESTLAND PLAT 172-64 B PORTION DESC AS: BEG NW COR OF PARCEL B, S 388.78, E 213.06, N 388.72, W 220.01 TO POB AKA: LOT 1

FINAL ORDER APPROVING/DENYING VARIANCE

Mohamad El-Helou of MMM Miami Corp., also known as Sexy Vape Smoke Shop, business owner and designated agent for the property owner, UFC Investment & Management, Inc. (the "Applicant"), filed an application with the City of Tamarac Department of Community Development (the "City") seeking approval of the following Variance request:

Case # 3-B-26 – Petition: Section 10-3.3(D)(15)(e)(i), Code of Ordinances:

A variance seeking relief from Section 10-3.3(D)(15)(e)(i), Code of Ordinances to reduce the required one thousand (1000) feet minimum distance separation from package liquor stores and public, private schools to three hundred twenty (320) feet.

Notice of the request for the Variance was given pursuant to Chapter 2, Article X and Chapter 10, Section 10-5.3(F) of the City of Tamarac Code of Ordinances. The City Commission of the City of Tamarac ("Commission") has identified that the property located at 6041 North University Drive, Tamarac, FL, 33321 (the "Property") in Applebee's Plaza is in the Mixed-Use Neighborhood (MU-N) Zoning District.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **October 7, 2026**, and recommend to the City Commission, **APPROVAL/DENIAL OF THE APPLICATION**.

Following consideration of all testimony and evidence presented at the City Commission hearing on **October 28, 2026**, and pursuant to Sections 2-369, 2-370, 10-5.3(G), 10-5.3(H), and 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Commission **FINDS**:

i. That special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that does/do not generally apply to other property subject to the standard from which the Variance is sought.

ii. The special conditions and circumstances referred to above is/are not the result of the actions of the landowner.

iii. Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would/would not effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought and would result in unnecessary and undue hardship on the landowner.

iv. The Variance would/would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought.

v. The extent of the Variance is/is not the minimum necessary to allow a reasonable use of the property.

vi. The Variance is/is not in harmony with the general purpose and intent of this Code and preserves its spirit.

vii. The Variance would/would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.

viii. The Variance is/is not consistent with the Comprehensive Plan.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Applicants' request for Variance approval, as outlined, is hereby **GRANTED/DENIED.**

This document shall be recorded in the public records of Broward County, Florida.

DONE and ORDERED this _____ day of _____, 2026, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I hereby certify that on this day, before me, by means of ☑ **physical presence or** ☐ **online** notarization, appeared City Commission, Mayor Michelle J. Gomez, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac ("City") City Commission, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City Commission.

Sworn to and subscribed before me this _____ day of _____, 2026.

_____
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

This Board Order was filed in the Office of the City Clerk on this ___ day of _____ 2026.

September 25, 2025

MMM Miami Corp d/b/a Sexy Vape Smoke Shop
6041 N. University Drive, Tamarac, FL 33321
Land Folio Number: 494109450010
Business Tax Receipt No.: 25-00016253
Email: Mhelou900@gmail.com

City of Tamarac
Community Development Department – Planning and Zoning Division
7525 NW 88th Avenue
Tamarac, FL 33321

Re: Variance Request from Section 10-3.3(D)(15)(e)(i) – Distance Requirements for Vape/Smoke Shops

Dear Planning and Zoning Division,

(i) There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;

The subject property is located in a developed commercial shopping plaza along a high-traffic corridor (University Drive), in an area with a long-standing mix of retail, service, and institutional uses. The unique condition here is that multiple proximity-based triggers exist in close vicinity, not due to the site's active use, but due to overlapping buffers from other surrounding properties. Specifically:

- New Generation Liquor Store – 487 ft
- Soaring Eagles Preschool – 320 ft
- Publix Liquor Store – 320 ft
- St. Malachy Catholic School – 372 ft

These conditions do not exist at many other commercial parcels in the City and significantly restrict reasonable use of commercially-zoned property in this corridor for any vape/smoke-related business.

(ii) The special conditions and circumstances referred to above are not the result of the actions of the landowner;

These proximity conflicts are not the result of any action by the property owner or tenant. The business began operating lawfully with a valid Business Tax Receipt and Certificate of Use prior to the new code amendments. At the time of occupancy, there was no 1,000-foot separation requirement applicable to the use. The hardship now arises from the retroactive application of a zoning standard that was not in effect when the business was established.

(iii) Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;

Strict adherence to the code would result in a complete revocation of the Business Tax Receipt, effectively prohibiting the business from continuing operation. This would cause economic harm to the business owner, employees, and landlord, while depriving them of rights commonly enjoyed by other commercial tenants in the same zoning district. The business has been operating without incident or complaint, and is located in an interior retail suite with no exterior promotion or nuisances. Denial of the variance would amount to a loss of lawful use based solely on nearby parcels' zoning—not because of any deficiency in this site.

(iv) The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;

Granting this variance would not confer any special privilege, but rather preserve an existing legal use that was permitted before the ordinance change. Other established businesses have not had their certificates revoked or required to cease operations due to similar buffer conflicts. This request simply seeks to retain an existing business use that was lawfully established, without granting any additional rights beyond that.

(v) The extent of the Variance is the minimum necessary to allow a reasonable use of the property;

The variance requested is limited in scope: it only pertains to the 1,000-foot distance requirement under Code Section 10-3.3(D)(15)I(i). No other deviations are being sought. The business is not seeking expansion, additional signage, or outdoor displays. The relief is narrowly tailored to allow the continued indoor use of an existing tenant space within a commercial plaza.

(vi) The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;

The intent of the code is to prevent overconcentration of vape/smoke shops near vulnerable populations. However, the Sexy Vape Smoke Shop:
- Operates with strict age verification
- Has no exterior displays or promotion
- Implements security and surveillance
- Has had no code violations or complaints

As such, the continued operation of this business meets the spirit and intent of the code while allowing for a fair, reasonable use of the property.

(vii) The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and

The variance would not create any health or safety hazard. The site is monitored, age-restricted, and professionally maintained. There is no outdoor smoking, loitering, or nuisances generated by the use. The shopping center has adequate parking and security. The nearest residential properties are buffered by commercial uses, and the subject site does not interfere with the daily operations of nearby schools or liquor stores.

(viii) The Variance is consistent with the Comprehensive Plan;

The request aligns with the City's Comprehensive Plan, which promotes:

- A diverse and stable commercial base
- Revitalization of retail corridors
- Support for small businesses

The variance supports the continued occupancy of a retail space, local employment, tax generation, and plaza activity. Preventing this use could lead to vacancies and economic disruption in an otherwise thriving corridor.

Conclusion

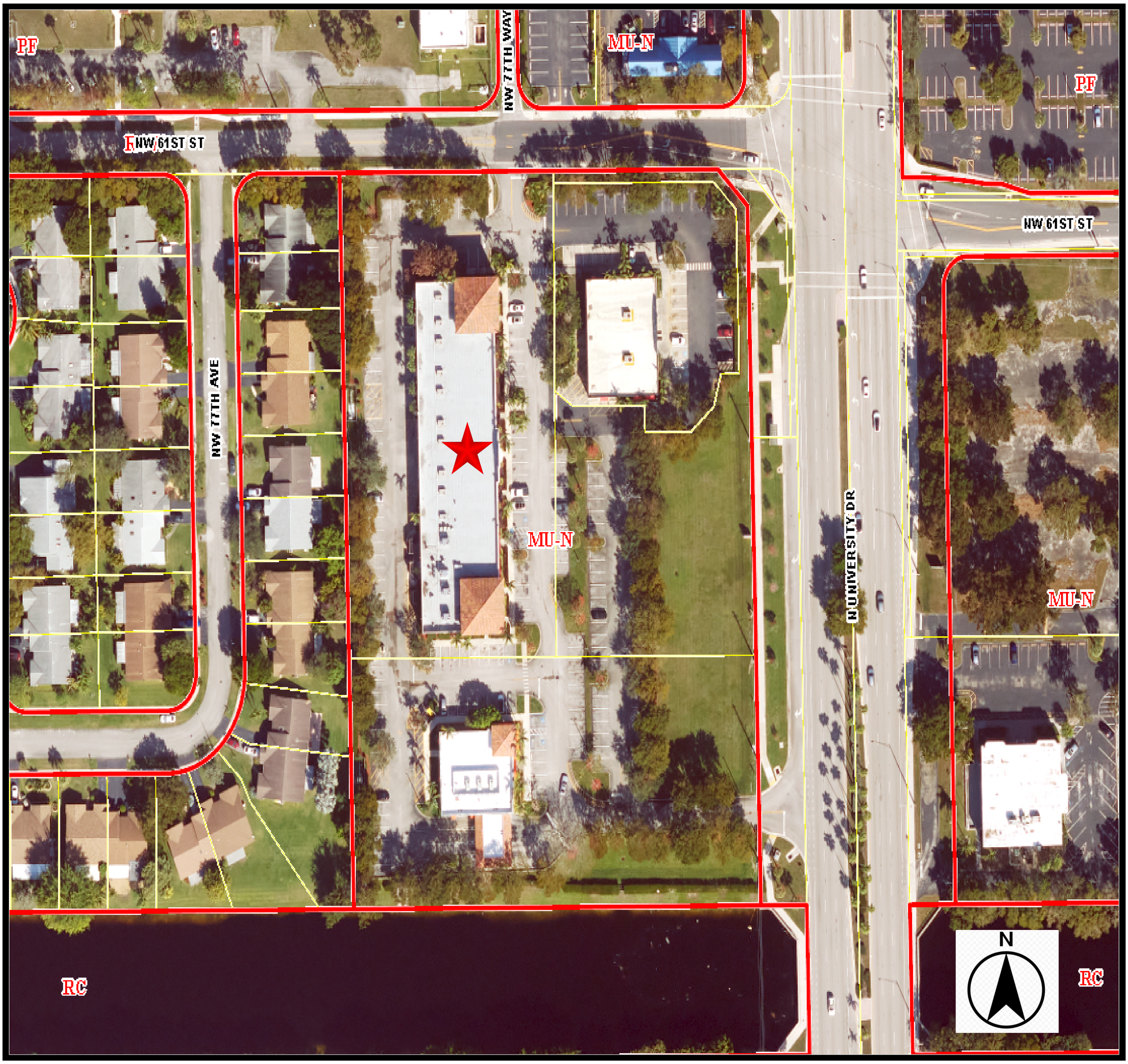
We respectfully request that the City of Tamarac grant the requested Variance from Code Section 10-3.3(D)(15)(e)(i) to allow continued operation of Sexy Vape Smoke Shop. The business has operated in good faith, in full compliance with all applicable laws prior to the recent code change. This relief will avoid undue hardship and ensure that the property can continue to support a legal, professionally operated business that contributes positively to the community and economy.

We welcome the opportunity to present this matter at public hearing and to work collaboratively with City staff on any conditions of approval.

Sincerely,

Eileen Silio
Owner Representative
MMM Miami Corp d/b/a Sexy Vape Smoke Shop
Mhelou900@gmail.com

Sexy Vape Smoke Shop
Special Exception (SE) & Variance (VAR)
Case # 3-Z-26 & 3-B-26



Subject Property

TAMARAC

The City For Your Life

Kent Walia, AICP, CFM
Director of Community Development
7525 NW 88th Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

MAP OF BOUNDARY SURVEY

GRAPHIC SCALE

30' 15' 0 15' 30'

(IN FEET)
1 INCH = 30 FT.

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL "B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE WEST LINE OF PARCEL "B" BEARING S 01°26'27" E FOR A DISTANCE OF 388.78 FEET TO A POINT; THENCE N 89°35'05" E FOR A DISTANCE OF 213.06 FEET TO A POINT; THENCE N 00°24'55" W FOR A DISTANCE OF 388.72 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PARCEL "B"; THENCE S 89°35'05" W FOR A DISTANCE OF 220.01 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 84,171 SQ. FT. OR 1.93 ACRES MORE OR LESS.

PROPERTY ADDRESS

FOLIO No. 4941-09-45-0010
6001-6091 N. UNIVERSITY DRIVE
TAMARAC, FL 33321

AREA OF PROPERTY: 84,171 SQUARE FEET AND/OR
1.932 ACRES MORE OR LESS.

CERTIFIED TO:

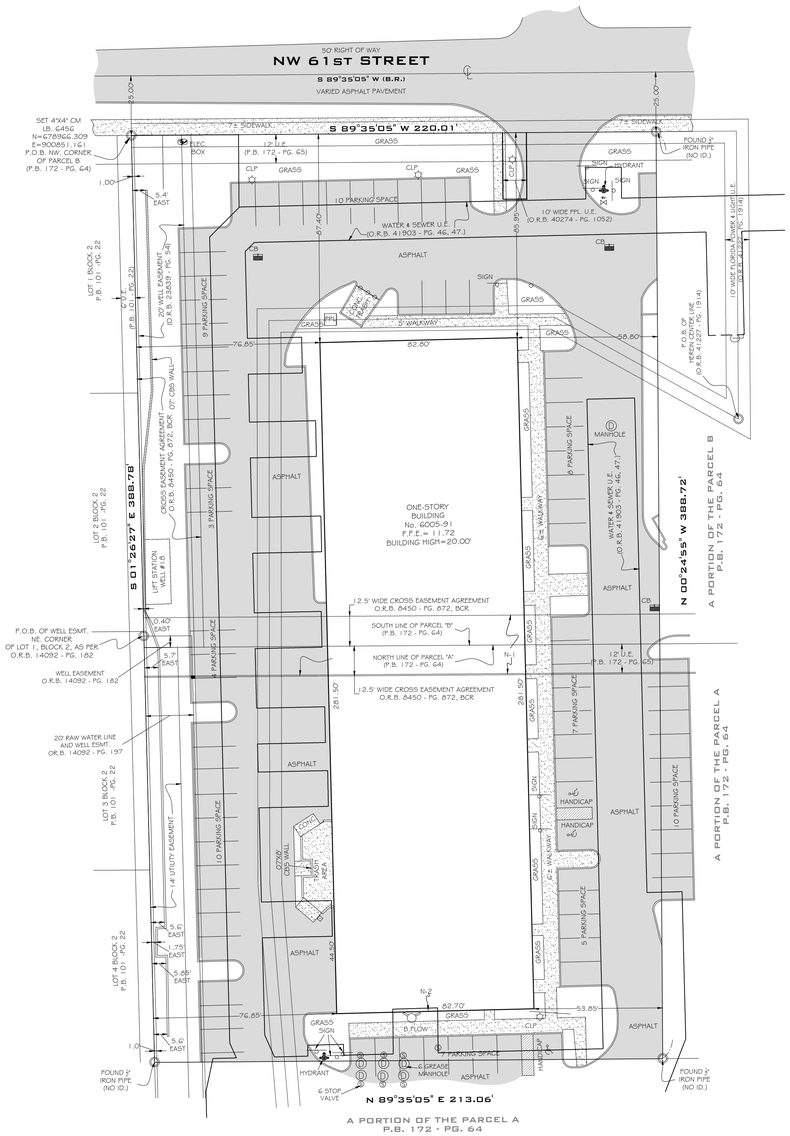
THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

-UFC INVESTMENT & MANAGEMENT INC

SURVEYOR'S NOTES:

1.) THE ABOVE CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE ABOVE LEGAL DESCRIPTION: PROVIDED BY CLIENT.
2.) THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM OF ENCUMBRANCES. ABSTRACT NOT REVIEWED.
3.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS BOUNDARY SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AN EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.
4.) ACCURACY: THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET, THE ACCURACY OBTAINED BY FIELD MEASUREMENT AND OFFICE CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS.
5.) FOUNDATIONS AND/OR FOOTINGS THAT MAY CROSS BEYOND THE BOUNDARY LINES OF THE PARCEL HEREIN DESCRIBED ARE NOT SHOWN.
6.) TYPE OF SURVEY: BOUNDARY SURVEY
7.) ELEVATIONS SHOWN HEREON ARE BASED ON TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88)
8.) ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. SURVEY FEET
9.) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
10.) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
11.) ENCUMBRANCES NOT SHOWN ON THE PLAT.
12.) THE WRITTEN CONSENT OF LANDMARK SURVEYING & ASSOCIATES, INC. UNDERGROUND PORTIONS OF FOOTING, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
13.) ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED.
14.) WALL TIES ARE TO THE FACE OF THE WALL.
15.) FENCE OWNERSHIP NOT DETERMINED.
16.) BASIS OF BEARINGS REFERENCED TO LINE NOTED AS B.B.
17.) BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD.
18.) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
19.) THE SOURCES OF DATA USED FOR THE PREPARATION OF THIS BOUNDARY SURVEY IS "WESTLAND " RECORDED IN PLAT BOOK 172, AT PAGE 64.
20.) THIS MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT A SCALE OF ONE INCH EQUALS 30 FEET.

NORTH



LOCATION MAP

SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST
LYING AND BEING IN BROWARD COUNTY FLORIDA
(NOT TO SCALE)

SITE LOCATION



NORTH

LANDMARK SURVEYING & ASSOCIATES, INC.
LB No. 7633
PROFESSIONAL SURVEYORS AND MAPPERS
8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556-4002 FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-REQUEST@LMSURVEYING.COM

ABBREVIATIONS AND LEGEND:

A/C	=DENOTES AIR CONDITIONING UNIT
B.B.	=DENOTES BASIS OF BEARINGS
ASPH.	=DENOTES ASPHALT
P	=DENOTES PROPERTY LINE
B.M.	=DENOTES BENCH MARK
C.B.S.	=DENOTES CONCRETE BLOCK STUCCO
CONC.	=DENOTES CONCRETE
C.&G	=DENOTES CURVE & GUTTER
V.G.	=DENOTES VALLEY GUTTER
℄	=DENOTES CENTERLINE
M	=DENOTES MONUMENT LINE
D.M.E.	=DENOTES DRAINAGE & MAINTENANCE EASEMENT
DIA.	=DENOTES DIAMETER
D.H.	=DENOTES DRILL HOLE
(M)	=DENOTES MEASURE
(R)	=DENOTES RECORD
R/W	=DENOTES RIGHT-OF-WAY
U.E.	=DENOTES UTILITY EASEMENT
P.B.	=DENOTES PLAT BOOK
PG.	=DENOTES PAGE
P.C.P.	=DENOTES PERMANENT CONTROL POINT
P.O.B.	=DENOTES POINT OF BEGINNING
TYP.	=DENOTES TYPICAL
— o —	=DENOTES WOOD FENCE
— x —	=DENOTES CHAIN LINK FENCE
O	=DENOTES FOUND IRON PIPE (NO ID.)
△	=DENOTES FOUND NAIL AND DISC
(R)	=DENOTES RECORDED
(M)	=DENOTES MEASURED
CLP	=DENOTES CONCRETE LIGHT POLE
Ⓢ	=DENOTES SANITARY MANHOLE
FPL	=DENOTES FLORIDA POWER & LIGHT
X.XX	=DENOTES ELEVATION
W	=DENOTES WATER VALVE
CB	=DENOTES CATCH BASIN
	=DENOTES HANDICAP PARKING
A/C	=DENOTES AIR CONDITIONING UNIT
	=DENOTES BRICK
	=DENOTES CONCRETE PAD
Ⓣ	=DENOTES TELEPHONE (BELLSOUTH) MANHOLE

FIELD DATE OF SURVEY:	10-23-2025
BENCH MARK:	X 664
ELEVATION:	7.57 (NAVD 88)
FLOOD ZONE:	X
ELEVATION:	N/A
PANEL:	12011C0335
COMMUNITY:	120058
DATE OF FIRM:	08-18-2024
SUFFIX:	H
DATE	10-23-2025
DRAWN BY	J.FEE
SCALE	1"=30'

REVISION / UPDATE OF SURVEY

DATE	N/A	
DESCRIPTION		
N/A		
DATE	DRAWN BY	DESCRIPTION
11/03/25	C.M	UPDATE

JOB No.
2510.0216

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.

ZONING RESTRICTIONS:

THE SUBJECT PROPERTY IS WITHIN THE JURISDICTION OF CITY OF TAMARAC AND IS CURRENTLY ZONED MU-N (LAND USE: COMERCIAL) ALL DEVELOPMENT PARAMETERS, INCLUDING MINIMUM LOT SIZE, MAXIMUM DENSITY, SETBACKS AND COMMON OPEN SPACE ARE ALSO INCLUDED IN CHAPTER 10, OF THE CODE OF ORDINANCE IN THE CITY OF TAMARAC, FLORIDA.

INFORMATION WAS OBTAINED ON 11-03-2025 FROM MUNICODE.COM

HTTPS: //WWW.MUNICODE.COM/LIBRARY/FL/TAMARAC/CODES/CODE_OF_ORDINANCES?NODEID=PTIICO_CH10LADERE

NOTES:

N-1 = A PORTION OF THE BUILDING FALLS INSIDE THE CROSS EASEMENT AGREEMENT.

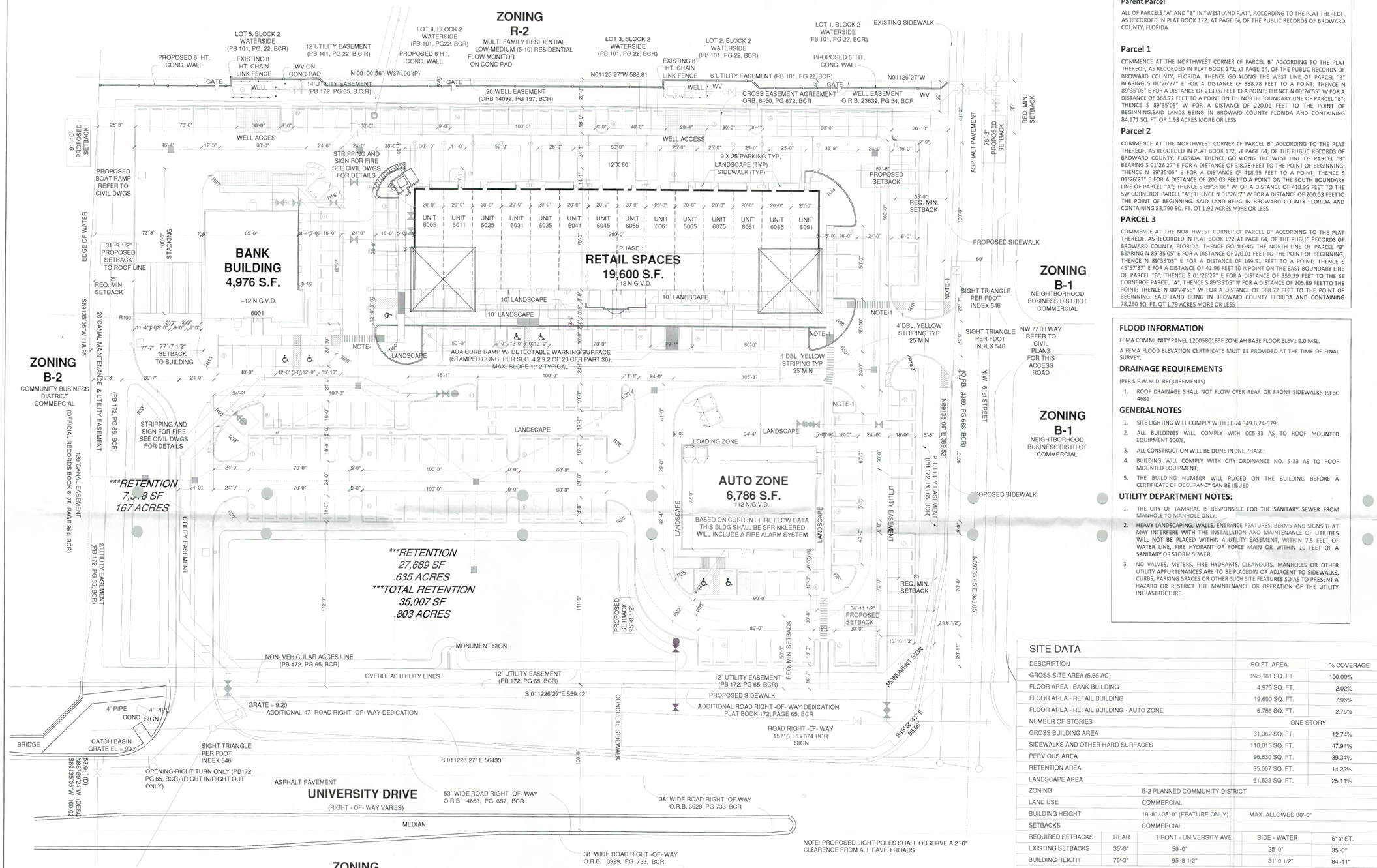
N-2 = A PORTION OF THE BUILDING ALONG THE SOUTH BOUNDARY LINE FALLS INSIDE THE WATER & SEWER EASEMENT.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS "MAP OF BOUNDARY SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTE.

SIGNED _____ FOR THE FIRM
ARTURO MENDIGUTIA, P.S.M.
P.S.M. No. 5844-STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IN A DIGITAL FORMAT NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL.



LEGAL DESCRIPTION

Parent Parcel

ALL OF PARCELS "A" AND "B" IN "WESTLAND P.AT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel 1

COMMENCE AT THE NORTHWEST CORNER OF PARCEL B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE WEST LINE OF PARCEL "B" BEARING S 01°26'27" E FOR A DISTANCE OF 388.78 FEET TO A POINT; THENCE N 89°35'05" E FOR A DISTANCE OF 213.06 FEET TO A POINT; THENCE N 00°24'55" W FOR A DISTANCE OF 388.72 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PARCEL "B"; THENCE S 89°35'05" W FOR A DISTANCE OF 220.01 FEET TO THE POINT OF BEGINNING.SAID LANDS BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 84,171 SQ. FT. OR 1.93 ACRES MORE OR LESS

Parcel 2

COMMENCE AT THE NORTHWEST CORNER OF PARCEL B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE WEST LINE OF PARCEL "B" BEARING S 01°26'27" E FOR A DISTANCE OF 318.78 FEET TO THE POINT OF BEGINNING; THENCE N 89°35'05" E FOR A DISTANCE OF 418.95 FEET TO A POINT; THENCE S 01°26'27" E FOR A DISTANCE OF 200.03 FEETTO A POINT ON THE SOUTH BOUNDARY LINE OF PARCEL "A"; THENCE S 89°35'05" W FOR A DISTANCE OF 418.95 FEET TO THE SW CORNEROF PARCEL "A"; THENCE N 01°26'27" W FOR A DISTANCE OF 200.03 FEETTO THE POINT OF BEGINNING. SAID LAND BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 83,790 SQ. FT. OT 1.92 ACRES MORE OR LESS

PARCEL 3

COMMENCE AT THE NORTHWEST CORNER OF PARCEL B" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, AT PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE GO ALONG THE NORTH LINE OF PARCEL "B" BEARING N 89°35'05" E FOR A DISTANCE OF 220.01 FEET TO THE POINT OF BEGINNING; THENCE N 89°35'05" E FOR A DISTANCE OF 169.51 FEET TO A POINT; THENCE S 45°57'37" E FOR A DISTANCE OF 41.96 FEET TO A POINT ON THE EAST BOUNDARY LINE OF PARCEL "B"; THENCE S 01°26'27" E FOR A DISTANCE OF 359.39 FEET TO THE SE CORNEROF PARCEL "A"; THENCE S 89°35'05" W FOR A DISTANCE OF 205.89 FEETTO THE POINT; THENCE N 00°24'55" W FOR A DISTANCE OF 388.72 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 78,250 SQ. FT. OT 1.79 ACRES MORE OR LESS

FLOOD INFORMATION

FEMA COMMUNITY PANEL 12005801 85F ZONE AH BASE FLOOR ELEV.: 9.0 MSL.

A FEMA FLOOD ELEVATION CERTIFICATE MUST BE PROVIDED AT THE TIME OF FINAL SURVEY.

DRAINAGE REQUIREMENTS

(PER S.F.W.M.D. REQUIREMENTS)

1. ROOF DRAINAGE SHALL NOT FLOW OVER REAR OR FRONT SIDEWALKS ISFBC 4681

GENERAL NOTES

1. SITE LIGHTING WILL COMPLY WITH CC-24.349 B 24-579;
2. ALL BUILDINGS WILL COMPLY WITH CC5-33 AS TO ROOF MOUNTED EQUIPMENT 100%;
3. ALL CONSTRUCTION WILL BE DONE IN ONE PHASE;
4. BUILDING WILL COMPLY WITH CITY ORDINANCE NO. 5-33 AS TO ROOF MOUNTED EQUIPMENT;
5. THE BUILDING NUMBER WILL PLACED ON THE BUILDING BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED

UTILITY DEPARTMENT NOTES:

1. THE CITY OF TAMARAC IS RESPONSIBLE FOR THE SANITARY SEWER FROM MANHOLE TO MANHOLE ONLY;
2. HEAVY LANDSCAPING, WALLS, ENTRANCE FEATURES, BERMS AND SIGNS THAT MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES WILL NOT BE PLACED WITHIN A UTILITY EASEMENT, WITHIN 7.5 FEET OF WATER LINE, FIRE HYDRANT OR FORCE MAIN OR WITHIN 10 FEET OF A SANITARY OR STORM SEWER;
3. NO VALVES, METERS, FIRE HYDRANTS, CLEANOUTS, MANHOLES OR OTHER UTILITY APPURTENANCES ARE TO BE PLACEDIN OR ADJACENT TO SIDEWALKS, CURBS, PARKING SPACES OR OTHER SUCH SITE FEATURES SO AS TO PRESENT A HAZARD OR RESTRICT THE MAINTENANCE OR OPERATION OF THE UTILITY INFRASTRUCTURE.

I. GENERAL REQUIREMENTS

1. NOTE INDICATING TYPE OF FIRE PROTECTION, I.E., SPRINKLERS, SMOKE DETECTORS. CC 10-47 (c)(23)(b);
2. ALL ADDRESSES ON COMMERCIAL BUILDINGS SHALL BE PLACED ON FRONT AND REAR OF ALL PROPERTIES IN A MINIMUM 6" NUMERALS, CONTRASTING WITH THEIR BACKGROUNDS. FFPC 3-7.1;
3.
4. ALL MANUAL SECURITY DEVICES, IF PROVIDED WITH LOCKS, MUST HAVE FIRE DEPARTMENT APPROVED LOCKING DEVICES. CC24580(1)(4)(b);

II. WATER SUPPLIES

1.
2.
3. FIRE PROTECTION SERVICES SHALL BE ADEQUATE TO PROTECT PEOPLE AND PROPERTY IN THE PROPOSED DEVELOPMENT. CC 10-128;
4. WATER SUPPLY FACILITIES EITHER EXISTING OR PROPOSED TO BE CONSTRUCTED BY THE DEVELOPER SHALL BE ADEQUATE TO MEET THE FIRE PROTECTION NEEDS AND SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OTHER THAN MODELS. CC 10-128(1);
5.
6.
7.
8. MAIN SIZE FOR ALL OTHER TYPES OF DEVELOPMENTS SHALL BE A MINIMUM OF 8". CC10-128(1);
9. FIRE HYDRANTS SHALL BE SPACED SO THAT THE FURTHEST EXTERIOR PORTION OF A BUILDING, IS WITHIN 200' OF A HYDRANT AS A FIRE HOSE IS NORMALLY DEPLOYED. CC 10-128(2)(a);
10. IN BUILDINGS WITH EITHER A SPRINKLER SYSTEM OR STANDPIPES OR BOTH, FIRE HYDRANTS SHALL BE INSTALLED ON A MAIN MINIMUM 8" IN DIAMETER. CC 10-128(2)(c);
11. ALL FIRE HYDRANTS SHALL DELIVER THE REQUIRED FIRE FLOW GALLONAGE WITH A RESIDUAL PRESSURE OF 20 PSI. CC 10-128 (2)(d);
12. STANDPIPE SYSTEMS AND SPRINKLER SYSTEM SHALL BE CONNECTED TO THE COMMUNITY WATER SUPPLY WHERE SUCH COMMUNITY WATER SUPPLY IS SUFFICIENT TO PROVIDE QUANTITIES AND PRESSURE REQUIRED AND WHERE SUCH COMMUNITY WATER SUPPLY IS AVAILABLE WITHIN 150' FROM THE NEAREST POINT OF THE BUILDING TO A STREET MAIN OF NOT LESS THAN 4" IN DIAMETER;
13. A FIRE HYDRANT SHALL BE INSTALLED WITHIN 50' OF THE EXTERIOR FIRE DEPARTMENT CONNECTION, WITH A MINIMUM MAIN SIZE OF 8" IN DIAMETER;
14. CLEARANCES OF 7½ FT. IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT, WITH A 4 FT. CLEARANCE TO THE REAR OF THE HYDRANT. 3-5.6.2.1;
15. LANDSCAPING OR OTHER OBSTRUCTIONS SHALL NOT BE PLACED AROUND STRUCTURES IN A MANNER SO AS TO IMPAIR OR IMPEDE ACCESSIBILITY FOR FIRE RESCUE OPERATIONS. 3-5.5;
16. NO PERSON SHALL OBSTRUCT IN ANY MANNER, THE USE OF ANY FIRE HYDRANT, OR HAVE OR PLACE OR CAUSE TO BE PLACED, ANY MATERIAL IN FRONT THEREOF FROM THE CURB LINE TO THE CENTER OF THE STREET, WITHIN 15' FROM EITHER SIDE THEREOF. (NO PARKING). F.S.S.;
17. NOTE INDICATING: ROAD PAVEMENT MARKERS SHALL BE INSTALLED PER THE FIRE RESCUE DEPARTMENT SPECIFICATIONS TO DENOTE THE LOCATION OF ALL FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS. (BLUE FOR HYDRANTS AND RED FOR FIRE DEPARTMENT CONNECTIONS). CC 10-128(3);

III. FIRE ACCESS AREAS

1. AT LEAST ONE ELEVATION SHALL BE ACCESSIBLE TO THE FIRE DEPARTMENT. FFPC 3-5.2;
2. ACCESS FOR EMERGENCY FIRE VEHICLES SHALL BE IN ACCORDANCE WITH FIRE PROTECTION STANDARDS OF THE CITY CODE AND FLORIDA FIRE PREVENTION CODE. FFPC 3-5;
3. THE DISTANCE OF SEPARATION BETWEEN THE SIDE BUILDING AND ALL OTHER HABITABLE BUILDING AND STRUCTURES SHALL BE A MINIMUM OF 30 FT. CC 24-580(I)(1)c);
4. THE ACCESS AREAS SHALL LEAD DIRECTLY FROM A PUBLIC STREET OR ROADWAY OR FIRE LANE TO THE REAR OF THE STRUCTURE. CC 24-580(I)(1)(e);
5. THE FIRE ACCESS AREA SHALL BE CONSTRUCTED OF A PAVED SURFACE, OR SOD ON CRUSHED ROCK WITH CONCRETE GRIDS CAPABLE OF SUPPORTING VEHICLES WEIGHING UP TO 32 TONS. FFPC BROWARD ADDENUM;
6. FIRE LANE ACCESS AREAS CONNECTING TO PUBLIC STREETS, ROADWAYS, OR PRIVATE STREETS SHALL BE PROVIDED WITH CURBS CUTS EXTENDING AT LEAST 2 FT. BEYOND EACH EDGE OF THE FIRE ACCESS AREA. CC 24-580 (I)(1)(g);
7. FIRE ACCES AREAS SHALL BE NO CLOSER THAN 10 FT. NOR FURTHER THAN 30 FT. FROM THE BUILDING. FFPC;
8. FIRE ACCESS AREAS SHALL BE FREE OF ALL OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO, TREES, DUMPSTERS, WALLS, FENCES, ORNAMENTAL STRUCTURES, PLUMBING DEVICES, AND PARKING. CC 24-580 (I)(1)(j);
9. FIRE ACCESS SIGNS SHALL BE PROPERLY POSTED AT THE ENTRANCE TO THE ACCESS AREA AND SHALL NOT BE BLOCKED BY ANY STRUCTURE OR LANDSCAPING. CC 24-580(I)(1)(k);

IV. FIRE LANES

1. FIRE LANES SHALL BE PROVIDED FOR ALL BUILDINGS THAT ARE SET BACK MORE THAN 15 FT. FROM A PUBLIC ROAD OR EXCEED 30 FT. IN HEIGHT AND ARE SET BACK MORE THAN 50 FT. FROM A PUBLIC ROAD. FFPC 3-5.1. EXCEPTION: WHEN THE BUILDING IS SPRINKLERED THE AHJ MAY MODIFY;

   A FIRE LANE IS A ROAD, PATH OR OTHER MEANS DEVELOPED TO ALLOW ACCESS AND OPERATIONAL SETUP FOR FIREFIGHTING AND RESCUE APPARATUS. FFPC 2-1.67;
2. A FIRE LANE SHALL BE A MINIMUM 20 FT. WIDE. FFPC 3-5.2;
3. DEAD END ROADS EXCEEDING 150 FT., SHALL HAVE A TURNING AREA. DEAD-ENDS EXCEEDING 300 FT. SHALL HAVE A TURNING AREA AT THE CLOSED END, NO LESS THAN 100 FT. IN DIAMETER. BROWARD COUNTY AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE F-9.1;
4. THE FIRE LANE SHALL BE CONSTRUCTED OF SOLID PAVEMENT, NATURAL OR CONCRETE STONES OR BY GRASS TURF REINFORCED BY CONCRETE GRIDS DESIGNED TO ACCOMODATE FIRE APPARATUS WEIGHING A MINIMUM OF 32 TONS. BROWARD COUNTY AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE F-9.2;
5. ALL FIRE LANES SHALL BE POSTED WITH FIRE LANE SIGNS AT LEAST EVERY 60 FT. FFPC 1 3-5.2;
6.
7. A ROUTE SHALL BE PROVIDED FOR ALL FIRE APPARATUS TO HAVE A FORWARD MEANS OF EXITING THE DRIVE (EXCEPT AS NOTED IN ITEM 3.) WITH A MINIMUM CENTERLINE TURNING RADIUS OF 50 FT., CLEAR OF ALL OBSTRUCTION. FFPC 1 3-5.2;
8. ALL PAVED ROADS AND TURNING AREAS SHALL HAVE AT LEAST 13 ½ FT. OF VERTICAL CLEARANCE, TO ALLOW FOR THE PASSAGE OF EMERGENCY VEHICLES. FFPC 1 3-5.2
9. APPROVED NO PARKING FIRE LANE SIGNS AND/OR DESIGNATION (STRIPING) INDICATING THAT PARKING IS PROHIBITED SHALL BE PROVIDED AT NORMAL EMERGENCY ACCESS POINTS TO STRUCTURES AND AND WITHIN 10 FT. OF EACH FIRE HYDRANT, SPRINKLER OR STANDPIPE RISER. CC 24-580(I)(2)(e)(7);
10. FIRE LANE SIGN SIZE SHALL BE 12" BY 18", WHITE BACKGROUND WITH RED LETTERS STATING "NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPT." FFPC 3-5.4;
11. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL AN INSPECTION REVEALS APPROPIATE FIRE LANE AND FIRE ACCESS AREA DESIGNATION AND MARKING. CC 24-580(I)(3)(a);

SITE DATA

DESCRIPTION			SQ.FT. AREA	% COVERAGE
GROSS SITE AREA (5.65 AC)			246,161 SQ. FT.	100.00%
FLOOR AREA - BANK BUILDING			4,976 SQ. FT.	2.02%
FLOOR AREA - RETAIL BUILDING			19,600 SQ. FT.	7.96%
FLOOR AREA - RETAIL BUILDING - AUTO ZONE			6,786 SQ. FT.	2.76%
NUMBER OF STORIES			ONE STORY	
GROSS BUILDING AREA			31,362 SQ. FT.	12.74%
SIDEWALKS AND OTHER HARD SURFACES			118,015 SQ. FT.	47.94%
PERVIOUS AREA			96,830 SQ. FT.	39.34%
RETENTION AREA			35,007 SQ. FT.	14.22%
LANDSCAPE AREA			61,823 SQ. FT.	25.11%
ZONING	B-2 PLANNED COMMUNITY DISTRICT			
LAND USE	COMMERCIAL			
BUILDING HEIGHT	19'-8" / 25'-0" (FEATURE ONLY)		MAX. ALLOWED 30'-0"	
SETBACKS	COMMERCIAL			
REQUIRED SETBACKS	REAR	FRONT - UNIVERSITY AVE.	SIDE - WATER	61st ST.
EXISTING SETBACKS	35'-0"	50'-0"	25'-0"	35'-0"
BUILDING HEIGHT	76'-3"	95'-8 1/2"	31'-9 1/2"	84'-11"
PARKING RATES				
PARKING REQ'D - BANK BLDG.		4,976 SQ.FT. 1 SPACE PER 200 SQ.FT. =		25 SPACES
PARKING REQ'D - RETAIL BLDG - RETAIL		19,600 SQ.FT. 1 SPACE PER 200 SQ.FT. =		98 SPACES
PARKING REQ'D - AUTO ZONE BLDG. - RETAILBANK		6,786 SQ.FT. 1 SPACE PER 200 SQ.FT. =		34 SPACES
TOTAL PARKING REQUIRED		31,362 SQ.FT. 1 SPACE PER 200 SQ.FT. =		157 SPACES
PARKING PROVIDED				
REGULAR STALL (10'-0"x18'-0", MIN.)		206 SPACES		206 SPACES
PARALLEL STALL (9'-0"x25'-0", MIN.)				7 SPACES
HANDICAP (12'-0"x18'-0", MIN.)				7 SPACES
TOTAL PARKING PROVIDED				220 SPACES
TOTAL 12'-0"x60'-0" LOADING AREAS PROVIDED				3 SPACES

GENERAL NOTES

1. **ALL ROOF TOP UTILITIES WILL BE SCREENED FROM VIEW;**
2. **ALL HANDICAP RAMPS SHALL BE CONSTRUCTED TO MEET OR EXCEED THE REQUIREMENTS OF F.D.O.T. INDEX 304 AND THE FLORIDA ACCESSIBILITY CODE. ALL RAMPS SHALL INCLUDE DETECTABLE WARNINGS. ALL EXTERIOR DOORS SHALL MEET OR EXCEED ADA REQUIREMENTS;**
3. **OWNERSHIP AND MAINTENANCE OF SANITARY SEWER SYSTEM BY THE CITY OF TAMARAC IS LIMITED TO THE MAINS FROM MANHOLE TO MANHOLE AND EXPRESSLY EXCLUDES SEWER LATERAL SERVICES FROM THE GRAVITY MAIN INTO THE BUILDING IS TO BE MAINTAINED BY THE PROPERTY OWNER.**

FIXTURE UNIT COUNT

BANK BUILDING

SINKS 5	TOILETS 3	D.F.I.	URINAL 1	J.C.SINK 1

RETAIL BUILDING (19,600 SQ.FT.)

SINKS 14	TOILETS 12	D.F.I.	URINAL 4	J.C.SINK 7

RETAIL BUILDING - AUTO ZONE (6,786 SQ.FT.)

SINKS 12	TOILETS 8	D.F.I.	URINAL -	J.C.SINK 4

EXISTING SITE PLAN - AS-BUILT

1/32" = 1'-0"

NORTH

EXISTING SITE PLAN
AS-BUILT

DRAWN:	G.B.
CHECKED:	J.P.
DATE:	10/01/2016
SCALE:	1/32"-1'-0"
JOB. NO.:	C301

PROJECT TITLE:

UNIPLAZA PLAZA

6001 THRU 6095 NORTH UNIVERSITY DRIVE, TAMARAC, FLORIDA 33321

PLANA INTERNATIONAL

1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CONSTRUKOMUSA

346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

A-1.0x

TAMARAC
The City For Your Life

CITY OF TAMARAC
PLANNING BOARD AND CITY COMMISSION
NOTICE OF PUBLIC HEARINGS

YOU ARE HEREBY NOTIFIED that a Public Hearing to consider the following applications will be held before the **PLANNING BOARD** of the CITY OF TAMARAC, FLORIDA, on **Wednesday, October 7, 2026,** at or after **9:00 a.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, FL 33321.

YOU ARE ALSO HEREBY NOTIFIED that a Public Hearing to consider the same applications will be held before the **CITY COMMISSION** of the CITY OF TAMARAC, FLORIDA, on **Wednesday, October 14, 2026,** at or after **7:00 p.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

The following requests for the **Sexy Vape Smoke Shop** project will be considered:

PETITIONER: Mohamad El-Helou, business owner & designated agent for the property owner, UFC Investment & Management, Inc., is requesting approval of:

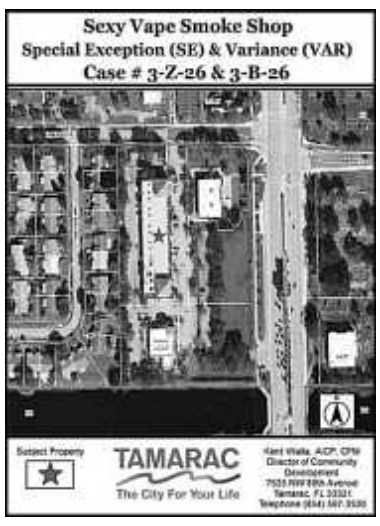
CASE NO.: **3-Z-26: Special Exception – Quasi-Judicial**

PETITION: Requesting approval for the use of an existing tenant space within a commercial retail plaza for a vape/smoke shop in the MU-N (Mixed-Use Neighborhood), pursuant to Land Development Code Section 10-3.2, Table 10-3.1 "Allowed Uses".

CASE NO.: **3-B-26: Variance – Quasi-Judicial**

PETITION: Requesting relief from the use-specific standard set forth in Section 10-3.3(D)(15)(e)(i) to reduce the required minimum separation distance from smoke shops, package liquor stores, and schools from one thousand (1,000) feet to three hundred twenty (320) feet.

LOCATION: 6041 North University Drive, Tamarac, FL 33321



These applications and all supporting documentation for the Planning Board meeting may be requested by emailing planningboard@tamarac.org or viewed in the Community Development Department located at 7525 NW 88th Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

These applications and all supporting documentation for the City Commission meeting may be requested by emailing cityclerk@tamarac.org or viewed in the City Clerk's office located at 7525 NW 88th Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

In accordance with the Procedures for Quasi-Judicial Proceedings contained in Chapter 10, Section 10-5.3(I)(2)(a) of the City of Tamarac Code of Ordinances, all affected persons will be allowed to present evidence at the hearing, bring forth witnesses, and cross examine witnesses provided they notify and file the required forms provided by the City Clerk's office at least seven (7) calendar days prior to the proceeding. Additionally, interested parties may appear at the hearing per Section 10-5.3(F)(3)(a)(ii)(F), Code of Ordinances.

Pursuant to Chapter 286.0105 Florida Statutes: If a person decides to appeal any decision made by the Planning Board or City Commission with respect to any matter considered at such meeting or hearing, they will 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 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at the following number: 711.

KIMBERLY DILLON, CMC
CITY CLERK

TAMARAC
The City For Your Life

CITY OF TAMARAC
PLANNING BOARD AND CITY COMMISSION
NOTICE OF PUBLIC HEARINGS

YOU ARE HEREBY NOTIFIED that a Public Hearing will be held before the **PLANNING BOARD** of the CITY OF TAMARAC, FLORIDA, on **Wednesday, October 7, 2026,** at or after **9:00 a.m.** in the City Commission Chambers of City Hall at 7525 NW 88 Avenue, Tamarac, FL 33321.

YOU ARE ALSO HEREBY NOTIFIED that a Public Hearing to consider the same application will be held before the **CITY COMMISSION** of the CITY OF TAMARAC, FLORIDA on **Wednesday, October 14, 2026**, at or after **7:00 p.m.** in the City Commission Chambers of City Hall, located at 7525 NW 88th Avenue, Tamarac, Florida 33321.

The following request for the **East Side Community Park** project will be considered:

PETITIONER: Ekrem Uzman, designated agent for the property owner, City of Tamarac is requesting approval of:

CASE NO.: **4-SP-26: Site Plan Approval (Major) – Quasi-Judicial**

PETITION: Requesting approval for the development of the proposed Eastside Community Park, consisting of a 12,670-square-foot, two-story community center building, a tennis court, a basketball court, a playground, and associated parking.

LOCATION: The subject property is located on the east side of The Common, north of W Commercial Boulevard, at 2 The Common, in the location of the former Shaker Village Clubhouse. The complete legal description of the subject property is available on file in the Community Development Department.



The applications and all supporting documentation for the Planning Board meeting may be requested by emailing planningboard@tamarac.org or viewed in the Community Development Department located at 7525 NW 88 Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

The applications and all supporting documentation for the City Commission meeting may be requested by emailing cityclerk@tamarac.org or viewed in the City Clerk's office located at 7525 NW 88th Avenue, Tamarac, Florida 33321 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

In accordance with the Procedures for Quasi-Judicial Proceedings contained in Chapter 10, Section 10-5.3(I)(2)(a) of the City of Tamarac Code of Ordinances, all affected persons will be allowed to present evidence at the hearing, bring forth witnesses, and cross examine witnesses provided they notify and file the required forms provided by the City Clerk's office at least seven (7) calendar days prior to the proceeding. Additionally, interested parties may appear at the hearing per Section 10-5.3(F)(3)(a)(ii)(F), Code of Ordinances.

Pursuant to Chapter 286.0105 Florida Statutes: If a person decides to appeal any decision made by the Planning Board or City Commission with respect to any matter considered at such meeting or hearing, they will 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 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at 711.

KIMBERLY DILLON, CMC
CITY CLERK



Sansone is here with highly trained technicians that ensure every install is done right the first time —with 100% satisfaction guaranteed!

Experience the Sansone difference

- Expert Repairs
- Same-Day Emergency Service
- Free Replacement Estimates
- Fully Stocked Trucks
- 100% Satisfaction Guaranteed
- Flexible Financing

Up to $500 OFF new water heater
Plus, 0% interest for qualified buyers*

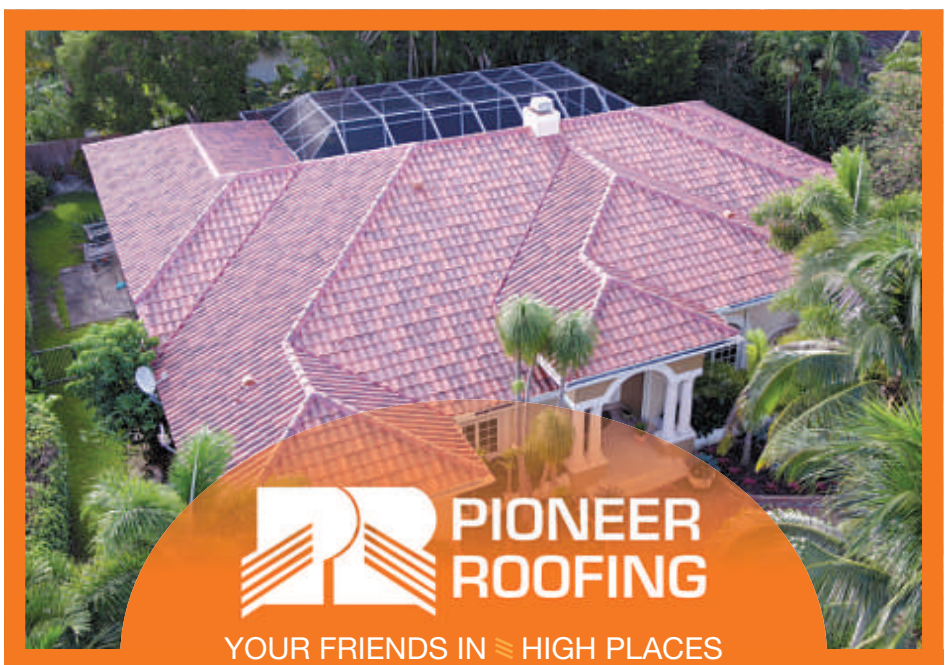
Up to $1,500 OFF new whole-home generator installation
Plus, 0% interest financing*



Call today and HELP is on the way!
954-751-6165

★★★★★ 6,385+ 5 Star Reviews

© 2026 By Sansone Air Conditioning. All Rights Reserved. FL HVAC Lic, CAC045862. FL Plumbing Lic, CFC1430582. FL Electric Lic, EC13012752



PIONEER ROOFING
YOUR FRIENDS IN HIGH PLACES

Get your roof ready for hurricane season today!

RESIDENTIAL & COMMERCIAL

T I LE	SHINGLE	FLAT	METAL

Our team delivers the highest standards of quality in both roofing and service.

Now is the time to schedule the roofing work you've been putting off. Trust Pioneer Roofing to guide you through the repair or replacement process each step of the way.

- / Reroofing
- / Repairs
- / Maintenance & Extended Service
- / New Construction
- / Inspections & Evaluations
- / Coatings & Waterproofing
- / Custom Sheet Metal & Installation
- / Soft Wash & Pressure Cleaning

CALL US TODAY!
PIONEER ROOFING
954-953-6908

2026 Grant Street, Hollywood, FL 33020
CCC1332507 / CGC1515723

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

AGREEMENT AMENDMENT #3

BETWEEN THE CITY OF TAMARAC

AND
TROON GOLF, LLC

The City of Tamarac, a municipal corporation, with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and Troon Golf, LLC., a Delaware limited liability company duly registered as a Florida Foreign Limited Liability Company, with principal offices located at 15044 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85254, ("Contractor"), agree to amend the original Agreement for Citywide Golf Course Operations Services at the Colony West Golf Club as follows:

1. Pursuant to the terms of Section 2, "*TERM OF AGREEMENT*" of the original Agreement dated October 24, 2013, the City and TROON agree to a one (1) year extension of the existing Agreement for the period effective October 24, 2026 through October 23, 2027.

* * *

2. Contractor agrees to reaffirm compliance with Agreement Section 16. "*GENERAL PROVISIONS"*, Paragraph V, titled *"Scrutinized Companies" F.S. 287.135 and 215.473*":

   Scrutinized Companies -- 287.135 and 215.473

   By execution of this Agreement, in accordance with the requirements of §287.135, Florida Statutes, 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:

   a. 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

   b. 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:

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

i. 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

ii. Is engaged in business operations in Syria.

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*"*

* * *

3. Contractor agrees to reaffirm its compliance with Agreement Section 16. *GENERAL PROVISIONS*, Paragraph W, titled "*E-Verify Compliance"* as follows:

E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its sub-Contractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its sub-Contractor to provide Consultant with an affidavit stating that the sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the sub-Contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any sub-Contractor 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 sub-Contractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-Contractor. 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. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or sub-Contractor shall insert in any subcontracts the clauses set forth in this section; requiring the sub-Consultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any sub-Contractor or lower tier sub-Contractor with the clauses set forth in this section.

* * *

4. Contractor attests to compliance with applicable Florida Statutes relating to Anti-Human Trafficking Laws by executing the Affidavit of Compliance with Anti-Human Trafficking Laws included herein as Appendix A.

* * *

5. Contractor attests to compliance with applicable Florida Statutes relating to Foreign Entity Laws by executing the Affidavit of Compliance with Foreign Entity Laws included herein as Appendix B.

* * *

6. All other portions of the original Agreement are in effect as written.

Remainder of Page Intentionally Blank

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

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 City Manager, and Troon Golf, LLC., signing by and through its CEO, duly authorized to execute same.

CITY OF TAMARAC

ATTEST:

Levent Sucuoglu, City Manager

Date

Kimberly Dillon, CMC
City Clerk

Approved as to form and legal sufficiency:

Date

Hans Ottinot, City Attorney

Date

ATTEST:

Troon Golf, LLC
Company Name

DocuSigned by:
Jay McGrath
74E1578ECC414A5...

(Corporate Secretary)

DocuSigned by:
Jeff Hansen
32779AD3A4964E0...

Signature

Jay McGrath
Type/Print Name of Corporate Secy.

Jeff Hansen
EVP & General Counsel

10/20/2026
Date

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

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), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

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), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 10/20/2026

Signed: DocuSigned by: Jeff Hansen 32779AD3A4964E0...

Entity: Troon Golf, L.L.C.

Name: Jeff Hansen

Title: EVP & General Counsel

Docusign Envelope ID: 521D13FB-857F-8CC1-83BD-724199B5F835

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 10/20/2026

Signed: DocuSigned by: Jeff Hansen 32779AD3A4964E0...

Entity: Troon Golf, L.L.C.

Name: Jeff Hansen

Title: EVP & General Counsel

Docusign Envelope ID: 4236186A-4BD7-8046-826C-7B077FD42F32

CITY OF TAMARAC
Interoffice Memorandum
Human Resources

To: **Levent Sucuoglu, City Manager**

From: **Danielle Durgan, Director of Human Resources**

Date: **October 15, 2026**

Re: **Cigna Stop Loss Insurance Renewal for Plan Year (PY) 2027**

Recommendation: The Director of Human Resources recommends that the City Commission approves the renewal of the individual and aggregate Stop Loss Insurance with Cigna for January 1 through December 31, 2027, at the rates and terms summarized in Exhibit "A," Stop Loss Insurance Rate Summary, and supported by Exhibit "B," Cigna Stop Loss Renewal Proposal, at its October 28, 2026 meeting.

Issue: City Commission approval is needed to renew Cigna's Stop Loss Insurance with an overall premium increase of 10.21% for Plan Year 2027.

Background: The City maintains Stop Loss insurance to protect its self-insured medical plan against unusually high claims. This coverage provides financial protection for eligible individual claims exceeding the $250,000 deductible and total eligible claims exceeding the policy's annual aggregate threshold.

While the City's claims experience has performed favorably, with no large claims exceeding the stop loss deductible through August 2026, the broader stop loss market continues to experience significant upward pricing pressure. Medical and pharmacy costs continue to rise, while the frequency and severity of catastrophic claims are increasing nationally, driven by areas such as oncology, specialty pharmacy, complex hospital care, and emerging gene and cell therapies.

Against this market backdrop, Lockton's early renewal negotiations with Cigna resulted in an overall increase of approximately 10.21%, below the 25% initially projected for budgeting purposes. The individual stop loss rate increases from $157.87 to $179.11 per employee per month, while the aggregate stop loss rate decreases from $22.07 to $19.20. These rates are paid entirely by the City for employer-sponsored stop loss insurance, which protects the City's self-insured medical plan against high claims. The increase does not affect employee medical insurance premiums or require any additional employee contributions.

The renewal continues individual and aggregate coverage for eligible medical and prescription claims and maintains the $250,000 individual deductible without adding higher deductibles for specific covered members ("lasers"). Annual maximums are unlimited, subject to the policy's terms. Aggregate coverage includes three months of terminal liability.

Docusign Envelope ID: 4236186A-4BD7-8046-826C-7B077FD42F32

Exhibit “A” presents the stop loss rates, enrollment assumptions, estimated annual premiums and coverage terms. Exhibit “B” opens with a plain-language renewal summary informed by Lockton’s renewal deck, followed by Cigna’s individual proposal 99361, aggregate proposal 47745, and complete terms and conditions. These documents describe the coverage and pricing proposed for the January 1 through December 31, 2027 renewal. The Director of Human Resources recommends continuing this coverage with Cigna.

Any revisions after Commission approval will be limited to non-material administrative changes that do not increase the approved rates or materially alter coverage, subject to approval by the City Manager and City Attorney.

Fiscal Impact:

The City’s adopted FY 2027 budget includes funding for stop loss insurance in the Health Insurance Fund (Fund 502). Based on 391 enrolled employees and retirees, estimated annual premiums are $840,381.84 for individual stop loss and $90,086.87 for aggregate stop loss, totaling $930,468.71. This is an increase of $86,190.23, or 10.21%, over current annual premiums of $844,278.48. Actual premiums vary with enrollment. Approval under TR 14437 concerns stop loss coverage only. Medical plan fees, design and medical premium rates remain unchanged for employees for PY 2027. Although the stop loss premium paid by the City is increasing, individual employees will not be impacted by this increase.

DocuSigned by:
Danielle Durgan
0CA9C2FA90F049E...
Danielle Durgan

cc: Priscilla Moxey, Director of Financial Services