CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, February 22, 2023
9:30 AM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:
Mayor Michelle J. Gomez

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a Investment Report - December 2022

2.b Black History Month Honorees

Vice Mayor Bolton	**Dr. Tameka Hobbs**
Commissioner Wright	**Ms. Anthea Pennant**
Commissioner Villalobos	**Ms. Mona Malbranche**
Commissioner Daniel	**Mr. Clifford Knights II**
Mayor Gomez	**Mrs. Djénane St-Fleur Gourgue**

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.org. 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, the City will not read publicly any emails.

Announcement of Time Allocations-Motions to Table
The Chair, at this time, will announce those items have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendize by majority consent matters of an urgent nature which have come the Commission's attention after publication.

4. 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 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered individually.

4.a TR13894 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the 2023 Amendment to Interlocal Agreement between Broward County and the City of Tamarac providing for division and distribution of the proceeds from the Broward County additional three-cent local option gas tax on motor fuel ordinance; authorizing the appropriate City Officials to execute the 2023 Amendment to Interlocal Agreement; providing for conflicts; providing for severability; and providing for an effective date.

4.b TR13901 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the 2023 Amendment to Interlocal Agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County additional fifth cent additional local option gas tax on motor fuel for transit; authorizing the appropriate City Officials to execute the 2023 Amendment to Interlocal Agreement; providing for conflicts; providing for severability; and providing for an effective date.

4.c TR13853 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one locally elected official to the City' s Affordable Housing Advisory Committee (AHAC) as required by House Bill 1339, Section 420. 9076 (2) Florida Statutes and City Ordinance No. 2008- 04; providing for the expiration of terms of office; directing city staff to take any and all action necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

4.d TR13902 - A Resolution of the City Commission of the City of Tamarac, Florida appointing Maxine Calloway as Assistant City Manager, effective February 23, 2023 or at such date as is mutually agreed upon; providing for conflicts; providing for severability; and providing for an effective date.

4.e TR13903 - A Resolution of the City Commission of the City of Tamarac, Florida appointing James Twigger as Director of Information Technology, effective February 23, 2023 or at such date as is mutually agreed upon; providing for conflicts; providing for severability; and providing for an effective date.

5. REGULAR AGENDA

5.a **TR13808 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 23-06B to and approving an Agreement with the Stout Group, LLC. For the construction of C-14 Canal Erosion Improvement Project, in accordance with Bid No. 23-06B for a contract amount of $1,059,960.00; a contingency in an amount of $105,996.00 will be added to the project account, for a total project budget of 1,165,956.00; authorizing an appropriation in the amount not to exceed $328,897.00, for the receipt and expenditure of the Florida Department of Environmental Protection (FDEP) Grant and for the total project budget, to be included in a future budget amendment pursuant to F.S. 166.241(2); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.**

5.b **TR13893 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of fire equipment 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 Sourcewell Contract #113021-OKC-1, Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment; authorizing the appropriate City Officials to select, approve, and award the purchase of said vehicles utilizing current Agreements available for cooperative purchase at the time of purchase in the best interest of the city; authorizing expenditures from the Fire-Rescue Fund in an amount not to exceed $2,878,846.31 from the appropriate accounts for all vehicles; providing for conflicts; providing for severability; and providing for an effective date.**

5.c **TR13878 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a vacation of easement petition in an effort to vacate two (2) utility easements located on the Tamarac Water Treatment facility property, more specifically located at 7803 NW 61 Street, as further described in the legal description attached hereto as Exhibit "A" and Exhibit "B"; (Case No. 4-P-22); providing for conflicts; providing for severability; and providing for an effective date.**

5.d

TR13896 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 23-10B to and approving an agreement with Green Construction Technologies, Inc. for the construction of the University Drive Medians Landscaping Improvements Project (FDOT Beautification Grant Funded Project FM No. 450508-1-74-01), in accordance with Bid No. 23-10B for a contract amount of $687,764.78; a contingency in the amount of $68,776.48 will be added to the project account for a total project budget of $756,541.26; authorizing an appropriation for the receipt and expenditure of the grant funds, not to exceed $100,000.00 to be included in a future Budget Amendment pursuant to F.S. 166.241(2); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

6. ORDINANCE(S) - FIRST READING

6.a **TO2487 - An ordinance of the City Commission of the City of Tamarac, Florida,**

repealing certain business tax classifications and rates and replacing with current classifications and new rate structures that do not result in an increase in local business taxes for taxpayers in accordance with Florida Statutes 205.0535(5), by amending Chapter 12 of the City of Tamarac Code of Ordinances, entitled "Licenses and Business Regulations", to update the title to "Business Tax Receipt Regulations"; modifying classification tables to allow for reorganization of uses and classifications to be consistent with Chapter 10, of the Land Development Code, of the City of Tamarac Code of Ordinances; removing certain licensing requirements on certain occupations in accordance with Florida Statutes 163.211; repealing in its entirety adult entertainment businesses provision contained in Article III; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

7. PUBLIC HEARING(S)

8. ORDINANCE(S) - SECOND READING

8.a TO2521 - An Ordinance of the City commission of the City of Tamarac, Florida terminating the zoning in progress on new medical marijuana dispensary facilities by 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 prohibit medical marijuana dispensing facilities in all zoning districts by instituting a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11); providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

9. QUASI-JUDICIAL HEARING(S)

9.a TBO69 - Board Order approving Special Exception application for Q19 Fashion House, LLC located at 3878-3884 W Commercial Blvd., Tamarac, FL 33009, to allow for the use of a modified one (1) story, three-thousand six-hundred and thirty-eight square feet (3,638 sq. ft.) leased space for a hall for hire within an existing plaza in the MU-C (Mixed-Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances.

9.b TBO68 - Order denying/approving Special Exception application for AYR Cannabis Dispensary located at 5100 West Commercial Boulevard, Suites 13 & 14, Tamarac, Florida 33319, for the use of a modified one (1) story, two-thousand six-hundred and eighty-five square feet (2,685 sq.ft.) leased space for a Medical Marijuana Dispensary within an existing plaza in the NC (Neighborhood Commercial) zoning district, pursuant to the Tamarac Code of Ordinances.

10. OTHER

10.a 2023 Inspiration Way Art Exhibit Selections - Presentation

- **Presented by George Gadson - Public Art Administrator**

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 of the 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.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 22, 2023
SUBMITTED BY:	Nancy Wilson
ITEM TYPE:	Report
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - December 2022
RECOMMENDATION:	Review the December 2022 Investment Report of the City investment activities for the month of December 2022.

ATTACHMENTS:
Tamarac City Manager Memo for December 2022 complete packet.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES
AMINISTRATION DIVISION

TO: **Kathleen Gunn**
City Manager

DATE: **January 23, 2022**

FROM: **Christine Cajuste, CPA**
Financial Services Director

RE: **Investment Report: December 2022**

Recommendation:

The following report outlines the results of the City's investment activities for the Month of December 2022.

Issue:

This report provides an update of the City's investment activity through the month of December 2022. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

The Financial Services staff reviews the City's cash positions daily and invests funds as cash flow, investment needs, and interest rates dictate. Operating funds are invested according to cash flow needs with surplus funds invested in securities of varying maturities. No single investment is invested longer than a maturity of sixty (60) months, and the average duration of Tamarac's investment portfolio is targeted to be less than thirty-six (36) months.

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of December was 2.06%. The managed portion of the portfolio had a weighted average yield of 1.57%, while the cash portion of the portfolio had a weighted average yield of 2.08%.

The Series 2018 Bond proceeds portfolio weighted average yield for the month was 4.08%.

The combined weighted average yield of all portfolios for the month of December was 2.06%.

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least $15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in the SBA, FLSAFE, FLSAFE Term, AIM account and at TD Bank on December 31, 2022, was $$235,462,052.06. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,341,688.96 in FLSAFE.

Investment Activity – December 2022

Investment Maturities/Calls/Sold:
An Intel Corp security, with a par amount of $375,000, was sold on 12/19/2022

Investment Purchases:
There were no investment purchases for the month of December.

Investment News (Source: Neil Waud, CFA, Chief Investment Officer, Portfolio Manager, John F. Grady, Managing Director).

The Fed's Near-Term Battle With Inflation

December 8, 2022 – Public Trust Trading Desk

The markets continue to speculate on the appropriate course of action for the Federal Reserve as it struggles to get inflation under control. The Fed has indicated that it may need to raise rates more than they originally forecasted in September to properly combat inflation, with the potential terminal rate settling north of 5.0%. Despite the economy displaying pockets of weakness, the Fed remains adamant that its work is far from finished.

From Chair Jerome Powell's point of view, it is more important to focus on the terminal rate at which the Fed will cease rate hikes, rather than the pace at which it gets there. Historically, monetary policy has shown tendencies to lag the general economy, emphasized by the Fed's efforts to now corral inflation after it had already spun out of control. By the same notion, they must be careful as to not press too hard to avoid a

harsher recession than what is to be expected. Inflation has proven to be broad-based and remains problematic for the Fed. The Consumer Price Index was up 7.7% in October compared with the year before, down from an 8.2% annual pace in the previous month. The positive takeaway from the recent print is that inflation is showing meaningful signs of cooling down. On a positive note, consumer spending has proven to be resilient in the current inflationary environment, with Black Friday in-store traffic up 2.9% and online sales up 2.3% compared to last year. The continued strength of the labor market and excess savings built up over the pandemic may support spending for the foreseeable future, further complicating the Fed's efforts to cool inflation.

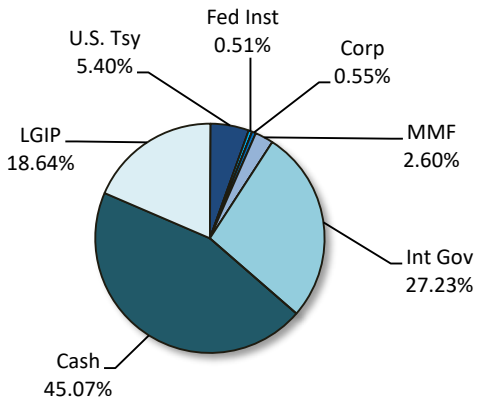
The housing market has approached a standstill, with mortgage rates surpassing 20-year highs, but the prices of homes have not fallen accordingly. Home values are being propped up by low inventory and aided by current homeowners uneager to trade in their existing 3.0% mortgages for new rates near 7.0%. Unfortunately, one catalyst to fix this problem would be homeowners facing economic hardship becoming more incentivized to sell, quickly fulfilling the demand for more affordable homes.

Investment Recommendation: While the labor market remains strong, recent data suggests that it could be starting to cool. The labor market has proven resilient in this high-inflation economic environment, with the December unemployment rate declining slightly to 3.5%. However, an increasing number of layoffs especially in the tech and finance sectors and a slowing in payroll growth could indicate that labor markets are beginning to show signs of stress from increasing interest rates. The Labor Department reported that employers added 223,000 jobs in December, the smallest gain over the past two years. The current market expectation is for the Fed to continue raising interest rates over the medium term and while the recent labor market softening doesn't change that expectation, it creates the potential that the size of future rate increases could be lower than previously expected. Taming inflation remains a top priority for the Federal Reserve and after a slight decline in the November inflation rate, inflation still remains high. In November inflation declined to 7.1%, falling by 0.6% since October. Despite the recent decline, it doesn't appear the US has "turned the corner yet" according to a top IMF official who went on to say that its too early for the Federal Reserve to declare victory in the fight against soaring prices. As a result of the persistently high inflation, the market expects the Fed to continue raising rates through the first half of 2023. Overall, US economic activity is expected to slow in 2023 in response to high interest rates. Though, uncertainty persists about the pace with which the Fed will increase interest rates as it balances combating high inflation with the potential for an economic recession. Considering these dynamics and uncertainties regarding economic growth, Public Trust continues to advocate the laddered 0-5 year portfolio structure which provides the City with diversified exposure to the yield curve amidst growing interest rate uncertainty.

City of Tamarac Asset Allocation as of December 31, 2022

Security Distribution[1]	December 31, 2022 Ending Balance	Portfolio Allocation
Cash	$ 116,701,896.29	45.07%
LGIP	48,252,486.92	18.64%
U.S. Treasury Notes	13,983,444.70	5.40%
U.S. Agency Notes	-	0.00%
FNMA	587,596.53	0.23%
FHLMC	737,438.09	0.28%
FFCB	-	0.00%
FHLB	-	0.00%
Fed Instrumentality Subtotal	**$ 1,325,034.62**	**0.51%**
Asset Backed Securities	-	0.00%
Commercial Paper	-	0.00%
Corporate Notes	1,423,739.51	0.55%
Bankers Acceptances	-	0.00%
Money Market Funds	6,725,748.10	2.60%
Municipal Bonds	-	0.00%
FLSAFE	70,507,668.85	27.23%
Certificates of Deposit	-	0.00%
Total Portfolio Market Value	**$ 258,920,018.99**	**100.00%**

Ending Portfolio Allocation



Issuer Description[1]	Sec. Desc.	December 31, 2022 Ending Balance	Portfolio Allocation	Permitted by Policy[2]	Compliant
Cash	Cash	$ -	0.00%	100.00%	YES
FL PRIME (SBA)[2]	LGIP	48,252,486.92	18.64%	50.00%	YES
FLSAFE	Int Gov	70,507,668.85	27.23%	50.00%	YES
Wells Fargo	Cash	-	0.00%	100.00%	YES
TD Bank[2]	Cash	116,701,896.29	45.07%	100.00%	YES
Fidelity MMF	MMF	6,725,748.10	2.60%	100.00%	YES
U.S. Treasury Notes	UST	13,983,444.70	5.40%	100.00%	YES
U.S. Agency Notes	US Agy	-	0.00%	50.00%	YES
FNMA	GSE	587,596.53	0.23%	25.00%	YES
FHLMC	GSE	737,438.09	0.28%	25.00%	YES
FFCB	GSE	-	0.00%	25.00%	YES
FHLB	GSE	-	0.00%	25.00%	YES
Apple	Corp	345,107.36	0.13%	5.00%	YES
Exxon Mobile	Corp	-	0.00%	5.00%	YES
Microsoft Corporation	Corp	364,477.61	0.14%	5.00%	YES
Walmart Inc.	Corp	366,757.58	0.14%	5.00%	YES
Intel Corporation	Corp	-	0.00%	5.00%	YES
Honeywell International Inc.	Corp	347,396.96	0.13%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
Total Portfolio Market Value		**$ 258,920,018.99**	**100.00%**		

(1) Mortgage backed securities included in security description and listed separately in issuer description. Public Trust managed assets represent market value plus accrued interest.

(2) External assets not managed by Public Trust. Information provided by City staff. Asset allocation limits defined in the City's investment policy.

PUBLIC TRUST ADVISORS



City of Tamarac - Managed Portfolio

Investment Report

12/01/2022 to 12/31/2022

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Disclaimers

Relationship Management Team

Relationship Managers

John Grady | Managing Director
Direct: (407) 588-0525
Mobile: (407) 701-8002
john.grady@publictrustadvisors.com

Tom Tight | Managing Director
Direct: (407) 588-9391
Mobile: (407) 765-0761
tom.tight@publictrustadvisors.com

Portfolio Manager

Neil Waud, CFA | Chief Investment Officer
Direct: (303) 244-0468
Mobile: (720) 255-7404
neil.waud@publictrustadvisors.com

Cory Gebel, CFA | Director, Portfolio Management
Direct: (720) 845-5788
cory.gebel@publictrustadvisors.com



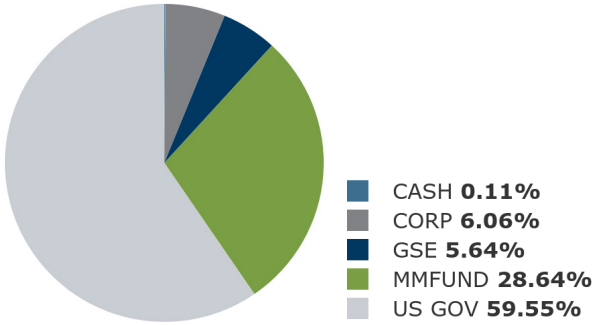
Portfolio Characteristics

	11/30/22	12/31/22
Duration	1.458	1.349
Years to Effective Maturity	1.513	1.397
Years to Final Maturity	1.513	1.397
Coupon Rate	1.503	1.640
Book Yield	1.438	1.572
Market Yield	4.135	4.268
Benchmark Yield	--	--

Portfolio Summary

Summary	11/30/22	12/31/22
Historical Cost	$24,602,427.47	$24,590,938.43
Book Value	24,590,911.41	24,580,038.87
Accrued Interest	25,404.83	28,859.98
Net Pending Transactions	13,109.87	25,105.08
Book Value Plus Accrued	**$24,629,426.11**	**$24,634,003.93**
Net Unrealized Gain/Loss	(1,204,229.02)	(1,150,931.92)
Market Value Plus Accrued	**$23,425,197.09**	**$23,483,072.01**

Asset Allocation



Income Summary

Period Income	Income
Interest Income	$31,912.25
Net Amortization/Accretion Income	(466.37)
Net Realized Gain/Loss	(26,738.38)
Other Income/Expenses	(129.68)
Net Income	**$4,577.82**

Detail may not add to total due to rounding.

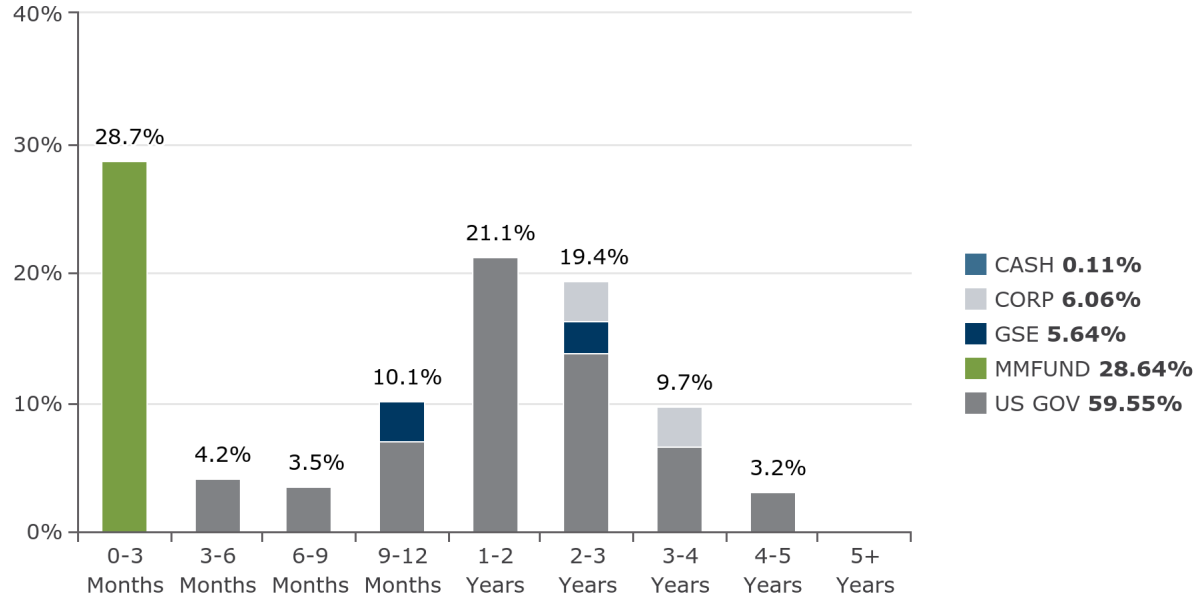
Maturity Distribution by Security Type

Security Distribution	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5+ Years	Portfolio Total
CASH	$25,105.08	--	--	--	--	--	--	--	--	**$25,105.08**
CORP						711,874.56	711,864.95			**1,423,739.51**
FED INST (GSE)				737,438.09		587,596.53				**1,325,034.62**
MMFUND	6,725,748.10									**6,725,748.10**
US GOV		983,678.29	823,655.04	1,637,849.23	4,964,759.36	3,260,001.48	1,564,679.54	748,821.76		**13,983,444.70**
TOTAL	**$6,750,853.18**	**$983,678.29**	**$823,655.04**	**$2,375,287.32**	**$4,964,759.36**	**$4,559,472.58**	**$2,276,544.48**	**$748,821.76**	**--**	**$23,483,072.01**

Top Ten Holdings

Issuer	Value
United States	59.55%
U.S. Bancorp	28.64%
Federal Home Loan Mortgage Corporation	3.14%
Federal National Mortgage Association	2.50%
Walmart Inc.	1.56%
Microsoft Corporation	1.55%
Honeywell International Inc.	1.48%
Apple Inc.	1.47%
(CCYUSD) UNITED STATES OF AMERICA	0.11%

Maturity Distribution by Type



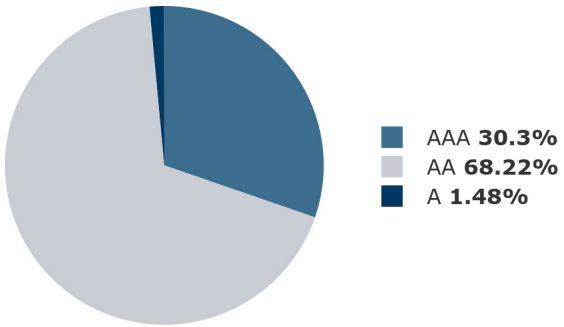
S&P Rating Distribution

S&P Rating Distribution	Dec 31, 2022 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	$0.00	0.00%
A-1		
A-2		
Total Short Term Ratings	**$0.00**	**0.00%**
Long Term Rating Distribution		
AAA	$7,115,330.79	30.30%
AA	$16,020,344.26	68.22%
A	$347,396.96	1.48%
Below A		
Not Rated		
Total Long Term Ratings	**$23,483,072.01**	**100.00%**
Portfolio Total	**$23,483,072.01**	**100.00%**

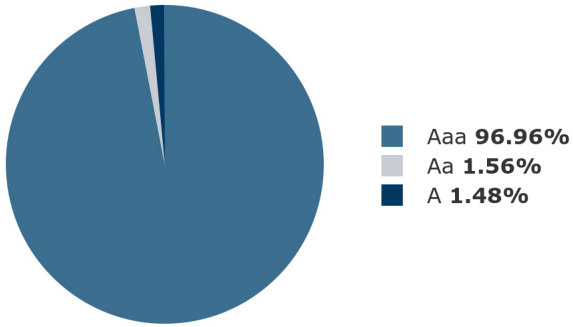
Moody's Rating Distribution

Moody's Rating Distribution	Dec 31, 2022 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	$0.00	0.00%
P-2		
Total Short Term Ratings	**$0.00**	**0.00%**
Long Term Rating Distribution		
Aaa	$22,768,917.47	96.96%
Aa	$366,757.58	1.56%
A	$347,396.96	1.48%
Below A		
Not Rated		
Total Long Term Ratings	**$23,483,072.01**	**100.00%**
Portfolio Total	**$23,483,072.01**	**100.00%**

Allocation by Standard and Poor's Rating



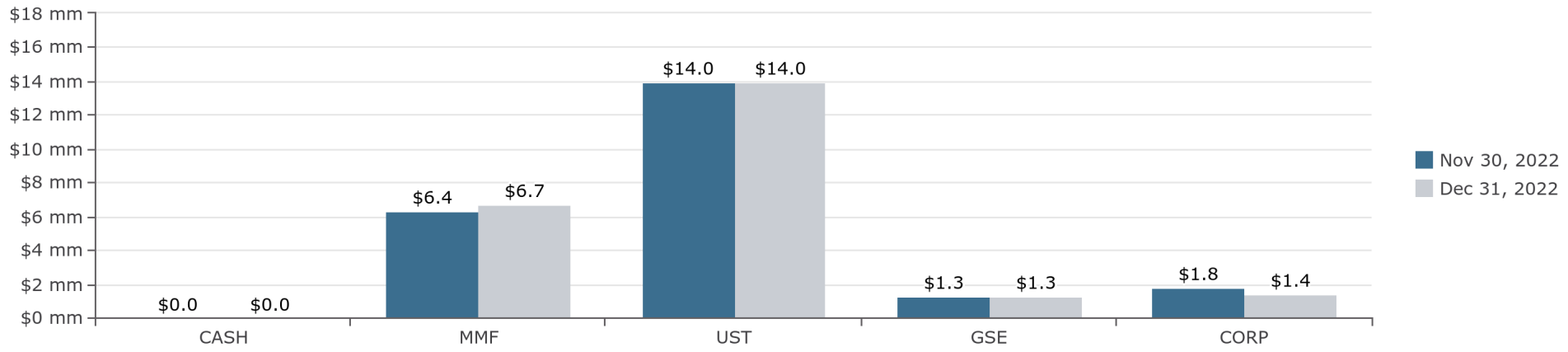
Allocation by Moody's Rating



Market Value Basis Security Distribution

Security Distribution	Nov 30, 2022 Ending Balance	Nov 30, 2022 Portfolio Allocation	Dec 31, 2022 Ending Balance	Dec 31, 2022 Portfolio Allocation	Change in Allocation	Book Yield
Cash	$13,109.87	0.06%	$25,105.08	0.11%	0.05%	0.00%
U.S. Treasury Notes	$13,953,259.95	59.57%	$13,983,444.70	59.55%	(0.02%)	0.55%
Federal Instrumentality (GSE)	1,320,567.83	5.64%	1,325,034.62	5.64%	0.01%	1.66%
Money Market Funds	$6,356,732.14	27.14%	$6,725,748.10	28.64%	1.50%	3.79%
Corporate Notes	1,781,527.31	7.61%	1,423,739.51	6.06%	(1.54%)	1.78%
Portfolio Total	**$23,425,197.09**	**100.00%**	**$23,483,072.01**	**100.00%**		**1.57%**

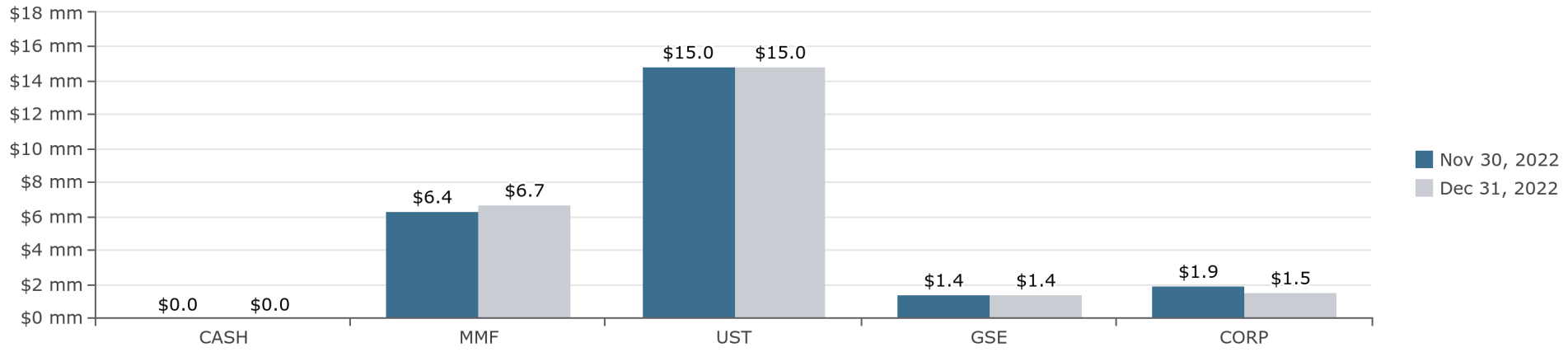
Asset Balance by Security Type



Historic Cost Basis Security Distribution

Security Distribution	Nov 30, 2022 Ending Balance	Nov 30, 2022 Portfolio Allocation	Dec 31, 2022 Ending Balance	Dec 31, 2022 Portfolio Allocation	Change in Allocation	Book Yield
Cash	$13,109.87	0.05%	$25,105.08	0.10%	0.05%	0.00%
U.S. Treasury Notes	$14,954,803.33	60.75%	$14,954,803.33	60.75%	(0.00%)	0.55%
Federal Instrumentality (GSE)	1,374,042.00	5.58%	1,374,042.00	5.58%	(0.00%)	1.66%
Money Market Funds	$6,356,732.14	25.82%	$6,725,748.10	27.32%	1.50%	3.79%
Corporate Notes	1,916,850.00	7.79%	1,536,345.00	6.24%	(1.55%)	1.78%
Portfolio Total	**$24,615,537.34**	**100.00%**	**$24,616,043.51**	**100.00%**		**1.57%**

Asset Balance by Security Type



Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
CASH								**0.00%**			
Receivable CCYUSD 0.00%	12/31/22 12/31/22 0.00	-- --	25,105.08	$25,105.08 $25,105.08	$25,105.08 1.00	$25,105.08 $0.00	$0.00	0.11%	N --	0.00% 0.00% 0.00%	AAA Aaa
CASH TOTAL	**12/31/22 12/31/22 0.00**	**-- --**	**25,105.08**	**$25,105.08 $25,105.08**	**$25,105.08 1.00**	**$25,105.08 $0.00**	**$0.00**	**0.11%**	**N --**	**0.00% 0.00% 0.00%**	**AAA Aaa**
MMFUND								**0.00%**			
FIRST AMER:GVT OBLG Y 31846V203 3.81%	12/31/22 12/31/22 0.00	-- --	6,725,748.10	$6,725,748.10 $6,725,748.10	$6,725,748.10 1.00	$6,725,748.10 $0.00	$0.00	28.64%	N --	3.79% -- --	AAAm Aaa
MMFUND TOTAL	**12/31/22 12/31/22 0.00**	**-- --**	**6,725,748.10**	**$6,725,748.10 $6,725,748.10**	**$6,725,748.10 1.00**	**$6,725,748.10 $0.00**	**$0.00**	**28.64%**	**N --**	**3.79% -- --**	**AAAm Aaa**
US GOV								**0.00%**			
UNITED STATES TREASURY 912828ZP8 0.12%	05/15/23 05/15/23 0.37	08/04/21 08/06/21	1,000,000.00	$999,609.38 $999,918.45	$983,516.00 98.35	$983,678.29 $162.29	($16,402.45)	4.19%	N --	0.15% 4.59% --	AA+ Aaa
UNITED STATES TREASURY 91282CAK7 0.12%	09/15/23 09/15/23 0.69	08/04/21 08/06/21	850,000.00	848,771.49 849,590.71	823,338.05 96.86	823,655.04 316.99	(26,252.66)	3.51%	N --	0.19% 4.69% --	AA+ Aaa
UNITED STATES TREASURY 91282CAP6 0.12%	10/15/23 10/15/23 0.77	08/04/21 08/06/21	850,000.00	848,373.05 849,415.83	820,017.95 96.47	820,245.63 227.68	(29,397.88)	3.49%	N --	0.21% 4.72% --	AA+ Aaa
UNITED STATES TREASURY 91282CAW1 0.25%	11/15/23 11/15/23 0.85	08/04/21 08/06/21	850,000.00	850,630.86 850,241.76	817,327.70 96.16	817,603.60 275.90	(32,914.06)	3.48%	N --	0.22% 4.78% --	AA+ Aaa
UNITED STATES TREASURY 91282CEA5 1.50%	02/29/24 02/29/24 1.13	03/16/22 03/18/22	675,000.00	669,278.32 671,574.41	650,874.15 96.43	654,314.41 3,440.26	(20,700.26)	2.79%	N --	1.94% 4.68% --	AA+ Aaa
UNITED STATES TREASURY 91282CBR1 0.25%	03/15/24 03/15/24 1.18	08/04/21 08/06/21	950,000.00	949,443.36 949,743.18	900,978.10 94.84	901,686.66 708.56	(48,765.08)	3.84%	N --	0.27% 4.70% --	AA+ Aaa
UNITED STATES TREASURY 91282CBV2 0.38%	04/15/24 04/15/24 1.26	08/04/21 08/06/21	950,000.00	952,115.23 951,012.67	899,308.95 94.66	900,072.34 763.39	(51,703.72)	3.83%	N --	0.29% 4.68% --	AA+ Aaa
UNITED STATES TREASURY 91282CCC3 0.25%	05/15/24 05/15/24 1.34	08/04/21 08/06/21	950,000.00	948,552.73 949,283.88	894,521.90 94.16	894,830.26 308.36	(54,761.98)	3.81%	N --	0.31% 4.68% --	AA+ Aaa

Portfolio Holdings

12/01/2022 to 12/31/2022

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 912828YM6 1.50%	10/31/24 10/31/24 1.77	08/04/21 08/06/21	850,000.00	880,679.69 867,395.68	805,773.65 94.80	807,957.35 2,183.70	(61,622.03)	3.44%	N --	0.38% 4.49% --	AA+ Aaa
UNITED STATES TREASURY 912828YV6 1.50%	11/30/24 11/30/24 1.85	08/04/21 08/06/21	850,000.00	880,912.11 867,869.23	804,777.45 94.68	805,898.33 1,120.88	(63,091.78)	3.43%	N --	0.40% 4.42% --	AA+ Aaa
UNITED STATES TREASURY 912828ZF0 0.50%	03/31/25 03/31/25 2.19	08/04/21 08/06/21	850,000.00	851,195.31 850,737.63	781,269.85 91.91	782,355.70 1,085.85	(69,467.78)	3.33%	N --	0.46% 4.31% --	AA+ Aaa
UNITED STATES TREASURY 912828ZT0 0.25%	05/31/25 05/31/25 2.36	08/04/21 08/06/21	850,000.00	842,130.86 845,010.27	772,271.75 90.86	772,458.56 186.81	(72,738.52)	3.29%	N --	0.50% 4.27% --	AA+ Aaa
UNITED STATES TREASURY 91282CAM3 0.25%	09/30/25 09/30/25 2.68	08/04/21 08/06/21	950,000.00	938,273.44 942,216.17	853,849.55 89.88	854,456.35 606.80	(88,366.62)	3.64%	N --	0.55% 4.18% --	AA+ Aaa
UNITED STATES TREASURY 91282CAT8 0.25%	10/31/25 10/31/25 2.77	08/04/21 08/06/21	950,000.00	937,494.14 941,611.92	850,324.10 89.51	850,730.87 406.77	(91,287.82)	3.62%	N --	0.57% 4.22% --	AA+ Aaa
UNITED STATES TREASURY 91282CBQ3 0.50%	02/28/26 02/28/26 3.07	08/04/21 08/06/21	650,000.00	646,699.22 647,706.94	579,870.85 89.21	580,975.13 1,104.28	(67,836.09)	2.47%	N --	0.61% 4.17% --	AA+ Aaa
UNITED STATES TREASURY 91282CBW0 0.75%	04/30/26 04/30/26 3.23	08/04/21 08/06/21	650,000.00	653,529.30 652,493.35	581,750.00 89.50	582,584.94 834.94	(70,743.35)	2.48%	N --	0.63% 4.15% --	AA+ Aaa
UNITED STATES TREASURY 91282CCZ2 0.88%	09/30/26 09/30/26 3.61	03/14/22 03/16/22	450,000.00	426,550.78 430,510.55	400,113.45 88.91	401,119.46 1,006.01	(30,397.10)	1.71%	N --	2.08% 4.09% --	AA+ Aaa
UNITED STATES TREASURY 91282CDQ1 1.25%	12/31/26 12/31/26 3.81	01/03/22 01/05/22	835,000.00	830,564.06 831,420.59	748,792.93 89.68	748,821.76 28.83	(82,627.66)	3.19%	N --	1.36% 4.07% --	AA+ Aaa
US GOV TOTAL	**11/15/24 11/15/24 1.82**	**-- --**	**14,960,000.00**	**$14,954,803.33 $14,947,753.21**	**$13,968,676.38 93.47**	**$13,983,444.70 $14,768.32**	**($979,076.83)**	**59.55%**	**N --**	**0.55% 4.46% --**	**AA+ Aaa**
GSE								**0.00%**			
FEDERAL HOME LOAN MORTGAGE CORP 3134G42H0 2.00%	10/17/23 10/17/23 0.77	03/07/22 03/09/22	750,000.00	$755,872.50 $752,912.25	$734,354.76 97.91	$737,438.09 $3,083.33	($18,557.49)	3.14%	N --	1.50% 4.69% --	AA+ Aaa

Portfolio Holdings

12/01/2022 to 12/31/2022

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05X7 0.38%	08/25/25 08/25/25 2.58	03/08/22 03/10/22	650,000.00	618,169.50 625,439.16	586,743.40 90.27	587,596.53 853.12	(38,695.76)	2.50%	N --	1.84% 4.30% --	AA+ Aaa
GSE TOTAL	**08/13/24 08/13/24 1.58**	**-- --**	**1,400,000.00**	**$1,374,042.00 $1,378,351.41**	**$1,321,098.16 94.52**	**$1,325,034.62 $3,936.46**	**($57,253.24)**	**5.64%**	**N --**	**1.66% 4.52% --**	**AA+ Aaa**
CORP								**0.00%**			
HONEYWELL INTERNATIONAL INC 438516CB0 1.35%	06/01/25 06/01/25 2.33	02/14/22 02/16/22	375,000.00	$365,538.75 $367,997.89	$346,975.08 92.53	$347,396.96 $421.88	($21,022.81)	1.48%	Y 05/01/25	2.15% 4.65% 4.77%	A A2
MICROSOFT CORP 594918BJ2 3.12%	11/03/25 11/03/25 2.62	01/24/22 01/26/22	375,000.00	395,062.50 389,856.64	362,589.59 96.69	364,477.61 1,888.02	(27,267.05)	1.55%	Y 08/03/25	1.56% 4.37% 4.49%	AAA Aaa
WALMART INC 931142EM1 3.05%	07/08/26 07/08/26 3.20	01/24/22 01/26/22	375,000.00	396,618.75 392,050.94	361,261.23 96.34	366,757.58 5,496.35	(30,789.70)	1.56%	Y 05/08/26	1.65% 4.18% 4.23%	AA Aa2
APPLE INC 037833DN7 2.05%	09/11/26 09/11/26 3.46	01/19/22 01/21/22	375,000.00	379,125.00 378,280.68	342,758.40 91.40	345,107.36 2,348.96	(35,522.28)	1.47%	Y 07/11/26	1.79% 4.60% 4.72%	AA+ Aaa
CORP TOTAL	**02/12/26 02/12/26 2.90**	**-- --**	**1,500,000.00**	**$1,536,345.00 $1,528,186.15**	**$1,413,584.30 94.30**	**$1,423,739.51 $10,155.21**	**($114,601.85)**	**6.06%**	**Y --**	**1.78% 4.45% 4.55%**	**AA- Aa3**
PORTFOLIO TOTAL	**05/24/24 05/24/24 1.35**	**-- --**	**24,610,853.18**	**$24,616,043.51 $24,605,143.95**	**$23,454,212.03 67.00**	**$23,483,072.01 $28,859.98**	**($1,150,931.92)**	**100.00%**	**--**	**1.57% 4.46% 4.47%**	**AA+ Aaa**

Description Identifier	Current Units	Type	Trade Date	Settle Date	Price	Principal	Realized Gain/Loss	Broker	Amount
INTEL CORP 458140AU4	(375,000.00)	Sell	12/15/22	12/19/22	94.049	($352,683.75)	($26,738.38)	BAML	$353,496.25
Sell Total						**($352,683.75)**	**($26,738.38)**		**$353,496.25**

Income

12/01/2022 to 12/31/2022

Description Identifier	Final Maturity	Current Units	Interest Income	Realized Gain Realized Loss	Accretion Income	Amortization Expense	Misc Income	Net Income	Interest Received Interest Due
APPLE INC 037833DN7	09/11/26	375,000.00	$640.62	$0.00 $0.00	$0.00	($77.08)	$0.00	$563.54	$0.00 $0.00
FEDERAL HOME LOAN MORTGAGE CORP 3134G42H0	10/17/23	750,000.00	1,250.00	0.00 0.00	0.00	(311.99)	0.00	938.01	0.00 0.00
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05X7	08/25/25	650,000.00	203.12	0.00 0.00	760.82	0.00	0.00	963.94	0.00 0.00
FIRST AMER:GVT OBLG Y 31846V203	12/31/22	6,725,748.10	19,894.60	0.00 0.00	0.00	0.00	0.00	19,894.60	13,118.14 19,886.33
HONEYWELL INTERNATIONAL INC 438516CB0	06/01/25	375,000.00	421.88	0.00 0.00	241.52	0.00	0.00	663.39	2,531.25 0.00
INTEL CORP 458140AU4	05/19/26	0.00	487.50	0.00 (26,738.38)	0.00	(67.19)	0.00	(26,318.07)	0.00 0.00
MICROSOFT CORP 594918BJ2	11/03/25	375,000.00	976.56	0.00 0.00	0.00	(482.53)	0.00	494.03	0.00 0.00
UNITED STATES TREASURY 912828YM6	10/31/24	850,000.00	1,091.85	0.00 0.00	0.00	(812.09)	0.00	279.76	0.00 0.00
UNITED STATES TREASURY 912828YV6	11/30/24	850,000.00	1,085.85	0.00 0.00	0.00	(793.44)	0.00	292.42	0.00 0.00
UNITED STATES TREASURY 912828ZF0	03/31/25	850,000.00	361.95	0.00 0.00	0.00	(27.84)	0.00	334.11	0.00 0.00
UNITED STATES TREASURY 912828ZP8	05/15/23	1,000,000.00	107.04	0.00 0.00	18.87	0.00	0.00	125.91	0.00 0.00
UNITED STATES TREASURY 912828ZT0	05/31/25	850,000.00	180.98	0.00 0.00	175.27	0.00	0.00	356.25	0.00 0.00
UNITED STATES TREASURY 91282CAK7	09/15/23	850,000.00	90.99	0.00 0.00	49.92	0.00	0.00	140.91	0.00 0.00
UNITED STATES TREASURY 91282CAM3	09/30/25	950,000.00	202.27	0.00 0.00	239.73	0.00	0.00	441.99	0.00 0.00
UNITED STATES TREASURY 91282CAP6	10/15/23	850,000.00	90.49	0.00 0.00	63.28	0.00	0.00	153.76	0.00 0.00
UNITED STATES TREASURY 91282CAT8	10/31/25	950,000.00	203.38	0.00 0.00	252.04	0.00	0.00	455.42	0.00 0.00
UNITED STATES TREASURY 91282CAW1	11/15/23	850,000.00	181.98	0.00 0.00	0.00	(23.78)	0.00	158.20	0.00 0.00
UNITED STATES TREASURY 91282CBQ3	02/28/26	650,000.00	278.31	0.00 0.00	61.51	0.00	0.00	339.82	0.00 0.00
UNITED STATES TREASURY 91282CBR1	03/15/24	950,000.00	203.38	0.00 0.00	18.27	0.00	0.00	221.65	0.00 0.00

Income

12/01/2022 to 12/31/2022

Description Identifier	Final Maturity	Current Units	Interest Income	Realized Gain Realized Loss	Accretion Income	Amortization Expense	Misc Income	Net Income	Interest Received Interest Due
UNITED STATES TREASURY 91282CBV2	04/15/24	950,000.00	303.40	0.00 0.00	0.00	(66.96)	0.00	236.44	0.00 0.00
UNITED STATES TREASURY 91282CBW0	04/30/26	650,000.00	417.47	0.00 0.00	0.00	(63.51)	0.00	353.97	0.00 0.00
UNITED STATES TREASURY 91282CCC3	05/15/24	950,000.00	203.38	0.00 0.00	44.68	0.00	0.00	248.07	0.00 0.00
UNITED STATES TREASURY 91282CCZ2	09/30/26	450,000.00	335.34	0.00 0.00	426.31	0.00	0.00	761.65	0.00 0.00
UNITED STATES TREASURY 91282CDQ1	12/31/26	835,000.00	879.72	0.00 0.00	73.21	0.00	0.00	952.93	0.00 5,218.75
UNITED STATES TREASURY 91282CEA5	02/29/24	675,000.00	867.06	0.00 0.00	249.69	0.00	0.00	1,116.75	0.00 0.00
WALMART INC 931142EM1	07/08/26	375,000.00	953.12	0.00 0.00	0.00	(415.07)	0.00	538.06	0.00 0.00
Cash CCYUSD	12/31/22	0.00	0.00	0.00 0.00	0.00	0.00	0.00	(129.68)	0.00 0.00
Receivable CCYUSD	12/31/22	25,105.08	0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00 0.00
Portfolio Total	**05/24/24**	**24,610,853.18**	**$31,912.25**	**$0.00** **($26,738.38)**	**$2,675.11**	**($3,141.48)**	**$0.00**	**$4,577.82**	**$15,649.39** **$25,105.08**

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
Apple Inc.									
Apple Inc. 037833DN7	CORP 1.47%	1.79% 4.60%	3.46	AA+ Aaa	09/11/26 09/11/26	375,000.00	$2,348.96	$378,280.68 $380,629.64	$342,758.40 $345,107.36
Apple Inc.	**1.47%**	**1.79% 4.60%**	**3.46**	**AA+ Aaa**		**375,000.00**	**$2,348.96**	**$378,280.68 $380,629.64**	**$342,758.40 $345,107.36**
Federal Home Loan Mortgage Corporation									
Federal Home Loan Mortgage Corporation 3134G42H0	GSE 3.14%	1.50% 4.69%	0.77	AA+ Aaa	10/17/23 10/17/23	750,000.00	$3,083.33	$752,912.25 $755,995.58	$734,354.76 $737,438.09
Federal Home Loan Mortgage Corporation	**3.14%**	**1.50% 4.69%**	**0.77**	**AA+ Aaa**		**750,000.00**	**$3,083.33**	**$752,912.25 $755,995.58**	**$734,354.76 $737,438.09**
Federal National Mortgage Association									
Federal National Mortgage Association 3135G05X7	GSE 2.50%	1.84% 4.30%	2.58	AA+ Aaa	08/25/25 08/25/25	650,000.00	$853.12	$625,439.16 $626,292.29	$586,743.40 $587,596.53
Federal National Mortgage Association	**2.50%**	**1.84% 4.30%**	**2.58**	**AA+ Aaa**		**650,000.00**	**$853.12**	**$625,439.16 $626,292.29**	**$586,743.40 $587,596.53**
First American Funds, Inc. - Government Obligations Fund									
First American Funds, Inc. - Government Obligations Fund 31846V203	MMFUND 28.67%	3.79% 3.79%	0.00	AAAm Aaa	12/31/22 12/31/22	6,725,748.10	$0.00	$6,725,748.10 $6,725,748.10	$6,725,748.10 $6,725,748.10
First American Funds, Inc. - Government Obligations Fund	**28.67%**	**3.79% 3.79%**	**0.00**	**AAAm Aaa**		**6,725,748.10**	**$0.00**	**$6,725,748.10 $6,725,748.10**	**$6,725,748.10 $6,725,748.10**
Honeywell International Inc.									
Honeywell International Inc. 438516CB0	CORP 1.48%	2.15% 4.65%	2.33	A A2	06/01/25 06/01/25	375,000.00	$421.88	$367,997.89 $368,419.76	$346,975.08 $347,396.96
Honeywell International Inc.	**1.48%**	**2.15% 4.65%**	**2.33**	**A A2**		**375,000.00**	**$421.88**	**$367,997.89 $368,419.76**	**$346,975.08 $347,396.96**
Microsoft Corporation									

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
Microsoft Corporation 594918BJ2	CORP 1.55%	1.56% 4.37%	2.62	AAA Aaa	11/03/25 11/03/25	375,000.00	$1,888.02	$389,856.64 $391,744.66	$362,589.59 $364,477.61
Microsoft Corporation	**1.55%**	**1.56% 4.37%**	**2.62**	**AAA Aaa**		**375,000.00**	**$1,888.02**	**$389,856.64 $391,744.66**	**$362,589.59 $364,477.61**
United States Department of The Treasury									
United States Department of The Treasury 912828ZP8	US GOV 4.19%	0.15% 4.59%	0.37	AA+ Aaa	05/15/23 05/15/23	1,000,000.00	$162.29	$999,918.45 $1,000,080.74	$983,516.00 $983,678.29
United States Department of The Treasury 91282CAK7	US GOV 3.51%	0.19% 4.69%	0.69	AA+ Aaa	09/15/23 09/15/23	850,000.00	316.99	849,590.71 849,907.70	823,338.05 823,655.04
United States Department of The Treasury 91282CAP6	US GOV 3.50%	0.21% 4.72%	0.77	AA+ Aaa	10/15/23 10/15/23	850,000.00	227.68	849,415.83 849,643.51	820,017.95 820,245.63
United States Department of The Treasury 91282CAW1	US GOV 3.49%	0.22% 4.78%	0.85	AA+ Aaa	11/15/23 11/15/23	850,000.00	275.90	850,241.76 850,517.66	817,327.70 817,603.60
United States Department of The Treasury 91282CEA5	US GOV 2.79%	1.94% 4.68%	1.13	AA+ Aaa	02/29/24 02/29/24	675,000.00	3,440.26	671,574.41 675,014.67	650,874.15 654,314.41
United States Department of The Treasury 91282CBR1	US GOV 3.84%	0.27% 4.70%	1.18	AA+ Aaa	03/15/24 03/15/24	950,000.00	708.56	949,743.18 950,451.75	900,978.10 901,686.66
United States Department of The Treasury 91282CBV2	US GOV 3.84%	0.29% 4.68%	1.26	AA+ Aaa	04/15/24 04/15/24	950,000.00	763.39	951,012.67 951,776.07	899,308.95 900,072.34
United States Department of The Treasury 91282CCC3	US GOV 3.81%	0.31% 4.68%	1.34	AA+ Aaa	05/15/24 05/15/24	950,000.00	308.36	949,283.88 949,592.24	894,521.90 894,830.26
United States Department of The Treasury 912828YM6	US GOV 3.44%	0.38% 4.49%	1.77	AA+ Aaa	10/31/24 10/31/24	850,000.00	2,183.70	867,395.68 869,579.38	805,773.65 807,957.35
United States Department of The Treasury 912828YV6	US GOV 3.44%	0.40% 4.42%	1.85	AA+ Aaa	11/30/24 11/30/24	850,000.00	1,120.88	867,869.23 868,990.10	804,777.45 805,898.33
United States Department of The Treasury 912828ZF0	US GOV 3.34%	0.46% 4.31%	2.19	AA+ Aaa	03/31/25 03/31/25	850,000.00	1,085.85	850,737.63 851,823.48	781,269.85 782,355.70

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
United States Department of The Treasury 912828ZT0	US GOV 3.29%	0.50% 4.27%	2.36	AA+ Aaa	05/31/25 05/31/25	850,000.00	186.81	845,010.27 845,197.08	772,271.75 772,458.56
United States Department of The Treasury 91282CAM3	US GOV 3.64%	0.55% 4.18%	2.68	AA+ Aaa	09/30/25 09/30/25	950,000.00	606.80	942,216.17 942,822.97	853,849.55 854,456.35
United States Department of The Treasury 91282CAT8	US GOV 3.63%	0.57% 4.22%	2.77	AA+ Aaa	10/31/25 10/31/25	950,000.00	406.77	941,611.92 942,018.69	850,324.10 850,730.87
United States Department of The Treasury 91282CBQ3	US GOV 2.48%	0.61% 4.17%	3.07	AA+ Aaa	02/28/26 02/28/26	650,000.00	1,104.28	647,706.94 648,811.22	579,870.85 580,975.13
United States Department of The Treasury 91282CBW0	US GOV 2.48%	0.63% 4.15%	3.23	AA+ Aaa	04/30/26 04/30/26	650,000.00	834.94	652,493.35 653,328.29	581,750.00 582,584.94
United States Department of The Treasury 91282CCZ2	US GOV 1.71%	2.08% 4.09%	3.61	AA+ Aaa	09/30/26 09/30/26	450,000.00	1,006.01	430,510.55 431,516.56	400,113.45 401,119.46
United States Department of The Treasury 91282CDQ1	US GOV 3.19%	1.36% 4.07%	3.81	AA+ Aaa	12/31/26 12/31/26	835,000.00	28.83	831,420.59 831,449.42	748,792.93 748,821.76
United States Department of The Treasury	**59.61%**	**0.55% 4.46%**	**1.82**	**AA+ Aaa**		**14,960,000.00**	**$14,768.32**	**$14,947,753.21 $14,962,521.53**	**$13,968,676.38 $13,983,444.70**
Walmart Inc.									
Walmart Inc. 931142EM1	CORP 1.56%	1.65% 4.18%	3.20	AA Aa2	07/08/26 07/08/26	375,000.00	$5,496.35	$392,050.94 $397,547.29	$361,261.23 $366,757.58
Walmart Inc.	**1.56%**	**1.65% 4.18%**	**3.20**	**AA Aa2**		**375,000.00**	**$5,496.35**	**$392,050.94 $397,547.29**	**$361,261.23 $366,757.58**
Portfolio Total	**100.00%**	**1.57% 4.27%**	**1.35**	**AA+ Aaa**	**05/25/24 05/25/24**	**24,585,748.10**	**$28,859.98**	**$24,580,038.87 $24,608,898.85**	**$23,429,106.95 $23,457,966.93**

Portfolio Activity Summary

12/01/2022 to 12/31/2022

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
Receivable CCYUSD	CASH 12/31/22	$13,109.87 $13,109.87 $13,109.87	$0.00 $0.00	$0.00 $0.00	$0.00 $0.00	$0.00 $0.00	$0.00 $0.00	$25,105.08 $25,105.08 $25,105.08
FIRST AMER:GVT OBLG Y 31846V203	MMFUND 12/31/22	6,356,732.14 6,356,732.14 6,356,732.14	369,145.64 0.00	(129.68) 0.00	0.00 0.00	13,118.14 0.00	0.00 0.00	6,725,748.10 6,725,748.10 6,725,748.10
HONEYWELL INTERNATIONAL INC 438516CB0	CORP 06/01/25	365,538.75 347,318.60 347,318.60	0.00 0.00	0.00 0.00	0.00 0.00	2,531.25 0.00	0.00 (21,022.81)	365,538.75 346,975.08 367,997.89
MICROSOFT CORP 594918BJ2	CORP 11/03/25	395,062.50 364,287.43 364,287.43	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (27,267.05)	395,062.50 362,589.59 389,856.64
INTEL CORP 458140AU4	CORP 05/19/26	380,505.00 352,805.03 352,805.03	0.00 0.00	(352,683.75) (812.50)	0.00 0.00	0.00 0.00	(26,738.38) 0.00	0.00 0.00 0.00
WALMART INC 931142EM1	CORP 07/08/26	396,618.75 362,276.97 362,276.97	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (30,789.70)	396,618.75 361,261.23 392,050.94
APPLE INC 037833DN7	CORP 09/11/26	379,125.00 344,820.00 344,820.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (35,522.28)	379,125.00 342,758.40 378,280.68
FEDERAL HOME LOAN MORTGAGE CORP 3134G42H0	GSE 10/17/23	755,872.50 732,390.21 732,390.21	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (18,557.49)	755,872.50 734,354.76 752,912.25
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05X7	GSE 08/25/25	618,169.50 585,694.28 585,694.28	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (38,695.76)	618,169.50 586,743.40 625,439.16
UNITED STATES TREASURY 912828ZP8	US GOV 05/15/23	999,609.38 979,688.00 979,688.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (16,402.45)	999,609.38 983,516.00 999,918.45
UNITED STATES TREASURY 91282CAK7	US GOV 09/15/23	848,771.49 819,519.85 819,519.85	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (26,252.66)	848,771.49 823,338.05 849,590.71
UNITED STATES TREASURY 91282CAP6	US GOV 10/15/23	848,373.05 816,332.35 816,332.35	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (29,397.88)	848,373.05 820,017.95 849,415.83
UNITED STATES TREASURY 91282CAW1	US GOV 11/15/23	850,630.86 814,406.25 814,406.25	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (32,914.06)	850,630.86 817,327.70 850,241.76

Portfolio Activity Summary

12/01/2022 to 12/31/2022

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
UNITED STATES TREASURY 91282CEA5	US GOV 02/29/24	669,278.32 649,344.60 649,344.60	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (20,700.26)	669,278.32 650,874.15 671,574.41
UNITED STATES TREASURY 91282CBR1	US GOV 03/15/24	949,443.36 898,046.40 898,046.40	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (48,765.08)	949,443.36 900,978.10 949,743.18
UNITED STATES TREASURY 91282CBV2	US GOV 04/15/24	952,115.23 896,414.30 896,414.30	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (51,703.72)	952,115.23 899,308.95 951,012.67
UNITED STATES TREASURY 91282CCC3	US GOV 05/15/24	948,552.73 891,960.70 891,960.70	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (54,761.98)	948,552.73 894,521.90 949,283.88
UNITED STATES TREASURY 912828YM6	US GOV 10/31/24	880,679.69 804,843.75 804,843.75	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (61,622.03)	880,679.69 805,773.65 867,395.68
UNITED STATES TREASURY 912828YV6	US GOV 11/30/24	880,912.11 803,183.70 803,183.70	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (63,091.78)	880,912.11 804,777.45 867,869.23
UNITED STATES TREASURY 912828ZF0	US GOV 03/31/25	851,195.31 780,273.65 780,273.65	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (69,467.78)	851,195.31 781,269.85 850,737.63
UNITED STATES TREASURY 912828ZT0	US GOV 05/31/25	842,130.86 770,478.25 770,478.25	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (72,738.52)	842,130.86 772,271.75 845,010.27
UNITED STATES TREASURY 91282CAM3	US GOV 09/30/25	938,273.44 853,701.35 853,701.35	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (88,366.62)	938,273.44 853,849.55 942,216.17
UNITED STATES TREASURY 91282CAT8	US GOV 10/31/25	937,494.14 850,435.25 850,435.25	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (91,287.82)	937,494.14 850,324.10 941,611.92
UNITED STATES TREASURY 91282CBQ3	US GOV 02/28/26	646,699.22 579,642.70 579,642.70	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (67,836.09)	646,699.22 579,870.85 647,706.94
UNITED STATES TREASURY 91282CBW0	US GOV 04/30/26	653,529.30 581,800.70 581,800.70	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (70,743.35)	653,529.30 581,750.00 652,493.35
UNITED STATES TREASURY 91282CCZ2	US GOV 09/30/26	426,550.78 400,253.85 400,253.85	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (30,397.10)	426,550.78 400,113.45 430,510.55

Portfolio Activity Summary

12/01/2022 to 12/31/2022

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
UNITED STATES TREASURY 91282CDQ1	US GOV 12/31/26	830,564.06 750,032.07 750,032.07	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (82,627.66)	830,564.06 748,792.93 831,420.59
Portfolio Total		**$24,615,537.34** **$23,399,792.26** **$24,604,021.28**	**$369,145.64** **$0.00**	**($352,813.43)** **($812.50)**	**$0.00** **$0.00**	**$15,649.39** **$0.00**	**($26,738.38)** **($1,150,931.92)**	**$24,616,043.51** **$23,454,212.03** **$24,605,143.95**

This information is for the sole purposes of the client and is not intended to provide specific advice or recommendations. Please review the contents of this information carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio, security detail, or any other facet of this information, please feel free to contact us.

Public Trust Advisors, LLC (Public Trust) statements and reports are intended to detail our investment advisory activity as well as the activity of any client accounts managed by Public Trust. The custodian bank maintains the control of assets and executes and settles all investment transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust recognizes that clients may use these reports to facilitate record keeping; therefore, it is recommended that the client reconcile this information with their custodian bank statement. Many custodians use a settlement date basis that may result in the need to reconcile due to a timing difference. The underlying market value, amortized cost, and accrued interest may differ between the custodian and this statement or report. This can be attributable to differences in calculation methodologies and pricing sources used. Please contact your relationship manager or call us at (855) 395-3954 with questions regarding your account.

Public Trust does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls, and generating ledger entries or otherwise recording transactions. The total market value represents prices obtained from various sources; it may be impacted by the frequency at which prices are reported, and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes but when such quotes are not available, the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed-income securities, may be based on certain minimum principal amounts (e.g. $1 million) and may not reflect all the factors that affect the value of the security including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable where the price for such security is generally not available from a pricing source. The market value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public Trust, the FDIC (except for certain non-negotiable certificates of deposit), or any government agency unless specifically stated otherwise.

Clients may be permitted to establish one or more unmanaged accounts for the purposes of client reporting. Public Trust defines an unmanaged account as one where the investment direction remains the sole responsibility of the client rather than the Investment Manager. These accounts do not receive ongoing supervision and monitoring services. The Investment Manager does not make any investment recommendations and may not charge a fee for reporting on these accounts. The primary purpose for this service is to include unmanaged accounts owned by the client in the performance reports provided by the Investment Manager. The Investment Manager assumes no liability for the underlying performance of any unmanaged accounts or assets, and it is the client's sole responsibility for the accuracy or correctness of any such performance.

Beginning and ending balances are based on market value plus accrued interest on a trade date basis. Statements and reports made available to the end user either from Public Trust or through the online reporting platform may present information and portfolio analytics using various optional methods including, but not limited to, historical cost, amortized cost, and market value. All information is assumed to be correct, but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The data in this report is unaudited and is only applicable for the date denoted on the report. Market values may change day-to-day based on numerous circumstances such as trading volume, news released about the underlying issuer, issuer performance, etc. Underlying market values may be priced via numerous aspects as certain securities are short term in nature and not readily traded. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, Privacy Policy, or Code of Ethics, please contact us.

PUBLIC® TRUST ADVISORS



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Denver, CO 80202

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Other

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Black History Month Honorees

Vice Mayor Bolton	Dr. Tameka Hobbs
Commissioner Wright	Ms. Anthea Pennant
Commissioner Villalobos	Ms. Mona Malbranche
Commissioner Daniel	Mr. Clifford Knights II
Mayor Gomez	Mrs. Djénane St-Fleur
Gourgue	

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Nancy Wilson

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR13894

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR13894 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the 2023 Amendment to Interlocal Agreement between Broward County and the City of Tamarac providing for division and distribution of the proceeds from the Broward County additional three-cent local option gas tax on motor fuel ordinance; authorizing the appropriate City Officials to execute the 2023 Amendment to Interlocal Agreement; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: Placement on the February 22, 2023 Consent agenda for approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the additional local option gas tax imposed by the Broward County local option gas tax ordinance.

BACKGROUND:

Every year the Broward County Attorney's Office prepares the necessary amendment to the interlocal agreement, which provides the distribution formula for the above referenced tax proceeds. This amendment complies with the statutory requirement for the establishment of the distribution formula based on the latest population statistics prepared by the Bureau of Economic and Business Research of the University of Florida.

The 2023 amendment to the interlocal agreement, attached as Exhibit 1, provides for the division and distribution of the proceeds of the additional local option gas tax; it requires an annual adjustment of the population of the individual municipalities and unincorporated Broward County. The

percentage distribution for this tax over the past several years are as follows:

Additional Local Option Gas Tax

Percent for Tamarac

2023 Amendment - 1.910640%

2022 Amendment - 1.917941%

2021 Amendment - 1.767695%

2020 Amendment - 1.760126%

2019 Amendment - 1.760768%

2018 Amendment - 1.762630%

The attached letter from the Broward County Office of Budget Services, attached as Exhibit 2, provides additional background and description information.

Broward County has requested that the City Commission approve and execute this amendment and return it to Broward County by March 31, 2023, so that the final amendments can be transmitted to the Florida Department of Revenue for distribution of the proceeds.

Temporary Resolutions #13069 (R-2018-21 passed 3/1/18) and #13901 are related items amending agreements for the distribution of the local option gas tax on motor fuel and the fifth-cent additional tax on motor fuel for transportation.

ISSUE:

This is for the approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the additional local option gas tax imposed by the Broward County local option gas tax ordinance.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR13894 2023 MEMO-3-cent local option gas tax.docx
TR13894 - Resolution Approving Amended Gas Tax Distribution ILA.docx
TR13894 Exhibit 1 - Three-Cent Local Option Gas Tax ILA_Tamarac.pdf
TR13894 Exhibit 2 to Memo Gas Tax Renewal Memo to Cities 3 Cent 5th Cent.pdf

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATION DIVISION

To: **Kathleen Gunn, City Manager**

From: **Christine Cajuste, Director of Financial Services**

Date: **February 3, 2023**

Re: **Amendment to Additional Local Option Gas Tax Agreement – TR#13894**

Recommendation:

The Director of Financial Services requests that the City Manager place the above-mentioned item on the consent agenda for the February 22, 2023 Commission meeting.

Issue:

This is for the approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the additional local option gas tax imposed by the Broward County local option gas tax ordinance.

Background:

Every year the Broward County Attorney's Office prepares the necessary amendment to the interlocal agreement, which provides the distribution formula for the above referenced tax proceeds. This amendment complies with the statutory requirement for the establishment of the distribution formula based on the latest population statistics prepared by the Bureau of Economic and Business Research of the University of Florida.

The 2023 amendment to the interlocal agreement, attached as Exhibit 1, provides for the division and distribution of the proceeds of the additional local option gas tax; it requires an annual adjustment of the population of the individual municipalities and unincorporated Broward County. The percentage distribution for this tax over the past several years are as follows:

	Additional Local Option Gas Tax Percent for Tamarac
2023 Amendment	1.910640%
2022 Amendment	1.917941%
2021 Amendment	1.767695%
2020 Amendment	1.760126%
2019 Amendment	1.760768%
2018 Amendment	1.762630%

The attached letter from the Broward County Office of Budget Services, attached as Exhibit 2, provides additional background and description information.

Broward County has requested that the City Commission approve and execute this amendment and return it to Broward County by March 31, 2023, so that the final amendments can be transmitted to the Florida Department of Revenue for distribution of the proceeds.

Temporary Resolutions #13069 (R-2018-21 passed 3/1/18) and #13901 are related items amending agreements for the distribution of the local option gas tax on motor fuel and the fifth-cent additional tax on motor fuel for transportation.

Fiscal Impact:

The revenue from the local option gas tax has been anticipated and budgeted; no budget action is required. The impact of the adjusted distribution on the budget is as follows:

FY23 Budget	2023 Amendment	2022 Amendment	Net Change	Fiscal Impact
5th Cent	0.968922%	0.972624%	-0.003702%	
Additional Tax	1.910640%	1.917941%	-0.007301%	
6 Cent Tax	1.397484%	1.402824%	-0.005340%	
$ 1,111,428.00	4.277046%	4.293389%	-0.016343%	$ (181.64)

As a result of the changes in the distributions we anticipate a decrease in revenues of $181.64 overall.

The actual gas tax revenues received in FY2022 were just over $1,139,576. During the first two months of FY2023, actual revenues were $196,329 representing 18% of budget. Since revenues are based upon gallons sold and not the price of a gallon, it is estimated that FY2024 revenue will remain about the same; however, the higher or lower gas prices may cause a shift in the projections.

Attachments

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE 2023 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE 2023 AMENDMENT TO INTERLOCAL AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, effective September 1, 2018, the Broward County Board of County Commissioners (“County”) approved a thirty-year extension of the six cent Local Option Gas Tax; and

WHEREAS, the County and the various municipalities, including the City, entered into an Interlocal Agreement providing for the distribution formula of the six cent Local Option Gas Tax ("ILA"); and

WHEREAS, the County Attorney's office has prepared the necessary annual amendment to the ILA ("ILA amendment"); and

WHEREAS, the ILA amendment complies with the statutory requirement for establishing a distribution formula and incorporates the latest population figures prepared and published by the Bureau of Economic and Business Research of the University of Florida; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interests of its business owners, residents, and visitors to authorize the appropriate City Officials to execute the ILA amendment between Broward County and the City of Tamarac .

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 thereof.

SECTION 2: The City Commission approves the ILA amendment attached and incorporated herein as Exhibit 1, between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax and authorizes the appropriate City Officials to execute the ILA amendment.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2023.

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. VILLALOBOS	_____
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

INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND DISTRIBUTION OF A THREE-CENT ($0.03) LOCAL OPTION GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY

This Interlocal Agreement ("Agreement") is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida ("County"), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a three-cent ($0.03) local option gas tax on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for "transportation expenditures" as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current three-cent ($0.03) local option gas tax expiring December 31, 2023, be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.

2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the three-cent ($0.03) local option gas tax to be used for transportation expenditures and to allocate the proceeds of the local option gas tax among the Parties as set forth herein.

3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Forty-eight and Seventy-three One-

hundredths percent (48.73%) to the County, and Fifty-one and Twenty-seven One-hundredths percent (51.27%) to the Municipalities.

3.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research ("BEBR") population figures as of April 1 of each year.

3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.

3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.

4. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the three-cent ($0.03) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.

5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties' respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.

6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

7. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

8. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.

10. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through its
Board of County Commissioners

By _____

_____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____
Kristin M. Carter (Date)
Assistant County Attorney

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND DISTRIBUTION OF A THREE-CENT ($0.03) LOCAL OPTION GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY

CITY OF TAMARAC, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20_____.

CITY

ATTEST:

_____
Kimberly Dillon, CMC, CITY CLERK

CITY OF TAMARAC, a municipal corporation

By: _____
CITY MAYOR

Michelle J. Gomez
Print Name

_____ day of _____, 20___

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

_____
Hans Ottinot, City Attorney

Designated Address for Notices (include e-mail address(es):

Christine Cajuste, Director of Financial Services - christine.cajuste@tamarac.org
Kimberly Dillon, CMC, City Clerk - kimberly.dillon@tamarac.org
City of Tamarac
7525 NW 88 Avenue
Tamarac, FL 33321-2401

Office of Management and Budget
115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

February 2, 2023

Dear Municipality:

On January 24th 2023, the Board of County Commissioners directed staff to prepare for the renewal of the "additional" three-cent local option gas tax levied in 1994 for a period of 30 years, which expires on December 31, 2023 and the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which expires on December 31, 2030.

The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements. Attached are the renewals of the interlocal agreements requiring approval by your municipal governing board no later than March 17, 2023. These agreements provide for:

- Cities to receive 51.27% and the County to receive 48.73% of the proceeds of any renewed "additional" three-cent gas tax,
- Cities to receive 26% and the County to receive 74% of any renewed "transit" one cent gas tax.
- These percentages are unchanged from the current agreements.

The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEBR). The attached agreements contain the percentage breakdown of the City's "additional" three-cent gas tax percentage share of the 51.27% and the "transit" one cent gas tax percentage share of the 26% based on the April 1, 2022 BEBR updated population figures.

To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the six cent, three cent and fifth cent, will take place based on BEBR updated population figures without the need for a new interlocal agreement each year. The County will notify you annually of the updated distribution formula.

If a majority (by population) of the proposed interlocal agreements are not received back from the municipalities by March 31st 2023, then the County will proceed under the statutory methodology for the distribution of any renewed "additional" three-cent local option gas tax and the "transit" one cent gas tax. Under this methodology, the Cities would receive 30.6% and the County would receive 69.4% of the "additional" three-cent local option gas tax and the "transit" one-cent gas tax.

Please place this renewal of the interlocal agreements for the "additional" three-cent local option gas tax and the "transit" one cent gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2023. If you have any questions about the interlocal agreements, please contact Elise Cooper or SunJin Zanker from the County's Office of Management and Budget at 954-357-6360 or 954-357-6361.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two** original **interlocal agreements** to OMB at the address above.

Sincerely,

Norman Foster

Norman Foster, Director, Broward County Office of Management and Budget

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazel P. Rogers • Tim Ryan • Michael Udine
www.broward.org

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Nancy Wilson

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR13901

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR13901 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the 2023 Amendment to Interlocal Agreement between Broward County and City of Tamarac providing for division and distribution of the proceeds from the Broward County additional fifth cent additional local option gas tax on motor fuel for transit; authorizing the appropriate City Officials to execute the 2023 Amendment to Interlocal Agreement; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: Placement on the February 22, 2023 Consent agenda for approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the additional local option gas tax imposed by the Broward County local option gas tax ordinance.

BACKGROUND:

Every year the Broward County Attorney's Office prepares the necessary amendment to the interlocal agreement, which provides the distribution formula for the above referenced tax proceeds. This amendment complies with the statutory requirement for the establishment of the distribution formula based on the latest population statistics prepared by the Bureau of Economic and Business Research of the University of Florida.

The 2023 amendment to the interlocal agreement, attached as Exhibit 1, provides for the division and distribution of the proceeds of the additional local option gas tax; it requires an annual adjustment of the population of the individual

municipalities and unincorporated Broward County. The percentage distribution for this tax over the past several years are as follows:

Additional Local Option Gas Tax

Percent for Tamarac

2023 Amendment - 0.968922%

2022 Amendment - 0.972624%

2021 Amendment - 0.896432%

2020 Amendment - 0.892594%

2019 Amendment - 0.892919%

2018 Amendment - 0.892594%

The attached letter from the Broward County Office of Budget Services, attached as Exhibit 2, provides additional background and description information.

Broward County has requested that the City Commission approve and execute this amendment and return it to Broward County by March 31, 2023, so that the final amendments can be transmitted to the Florida Department of Revenue for distribution of the proceeds.

Temporary Resolutions #13069 (R-2018-21 passed 3/1/18) and #13894 are related items amending agreements for the distribution of the local option gas tax on motor fuel and the third-cent additional tax on motor fuel for transportation.

ISSUE: Approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the additional local option gas tax imposed by the Broward County local option gas tax ordinance.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR13901 2023 MEMO-5-cent local option gas tax.docx
TR13901 2023 5 cent gas tax amendment.docx
TR13901 Exhibit 1 - Fifth Cent Local Option Gas Tax ILA_Tamarac.pdf
TR13901 Exhibit 2 to Memo - Gas Tax Renewal Memo to Cities 3 Cent 5th Cent.pdf

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATION DIVISION

To: **Kathleen Gunn, City Manager**

From: **Christine Cajuste, Director of Financial Services**

Date: **February 3, 2023**

Re: **Amendment to Additional Local Option Gas Tax Agreement – TR#13901**

Recommendation:

The Director of Financial Services requests that the City Manager place the above-mentioned item on the consent agenda for the February 22, 2023 Commission meeting.

Issue:

This is for the approval and execution of the amendment to the Interlocal Agreement with Broward County providing for the division and distribution of the proceeds of the additional local option gas tax imposed by the Broward County local option gas tax ordinance.

Background:

Every year the Broward County Attorney's Office prepares the necessary amendment to the interlocal agreement, which provides the distribution formula for the above referenced tax proceeds. This amendment complies with the statutory requirement for the establishment of the distribution formula based on the latest population statistics prepared by the Bureau of Economic and Business Research of the University of Florida.

The 2023 amendment to the interlocal agreement, attached as Exhibit 1, provides for the division and distribution of the proceeds of the additional local option gas tax; it requires an annual adjustment of the population of the individual municipalities and unincorporated Broward County. The percentage distribution for this tax over the past several years are as follows:

	Additional Local Option Gas Tax Percent for Tamarac
2023 Amendment	0.968922%
2022 Amendment	0.972624%
2021 Amendment	0.896432%
2020 Amendment	0.892594%
2019 Amendment	0.892919%
2018 Amendment	0.892594%

The attached letter from the Broward County Office of Budget Services, attached as Exhibit 2, provides additional background and description information.

Broward County has requested that the City Commission approve and execute this amendment and return it to Broward County by March 31, 2023, so that the final amendments can be transmitted to the Florida Department of Revenue for distribution of the proceeds.

Temporary Resolutions #13069 (R-2018-21 passed 3/1/18) and #13894 are related items amending agreements for the distribution of the local option gas tax on motor fuel and the third-cent additional tax on motor fuel for transportation.

Fiscal Impact:

The revenue from the local option gas tax has been anticipated and budgeted; no budget action is required. The impact of the adjusted distribution on the budget is as follows:

FY23 Budget	2023 Amendment	2022 Amendment	Net Change	Fiscal Impact
5th Cent	0.968922%	0.972624%	-0.003702%	
Additional Tax	1.910640%	1.917941%	-0.007301%	
6 Cent Tax	1.397484%	1.402824%	-0.005340%	
$ 1,111,428.00	4.277046%	4.293389%	-0.016343%	$ (181.64)

As a result of the changes in the distributions we anticipate a decrease in revenues of $181.64 overall.

The actual gas tax revenues received in FY2022 were just over $1,139,576. During the first two months of FY2023, actual revenues were $196,329 representing 18% of budget. Since revenues are based upon gallons sold and not the price of a gallon, it is estimated that FY2024 revenue will remain about the same; however, the higher or lower gas prices may cause a shift in the projections.

Attachments

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE 2023 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE 2023 AMENDMENT TO INTERLOCAL AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25 extending the levy of the fifth-cent local option gas tax for thirty years and providing for a method of distribution of the proceed of the tax; and

WHEREAS, the County Attorney's office has prepared the necessary amendment to the Interlocal Agreement on an annual basis, which provides the distribution formula for the tax proceeds; and

WHEREAS, this will be the 2023 Amendment to that agreement; and

WHEREAS, the amendment complies with the statutory requirement for the establishment of a distribution formula and incorporates the latest population figures prepared and published by the Bureau of Economic and Business Research of the University of Florida; and

WHEREAS, the Amendment to Interlocal Agreement is pursuant to Section 336.025(1)(b), Florida Statutes, for transportation expenditures set forth in Section 336.025(7)(a), Florida Statutes; and

WHEREAS, Interlocal Agreements with municipalities representing a majority of the incorporated population must be executed by both the Municipality and Broward County prior to March 31, 2023; and

WHEREAS, the City Manager and the Director of Financial Services recommend approval; 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 appropriate City Officials to execute the Amendment between Broward County and the City of Tamarac providing for the division and distribution of the proceeds from the Broward County Fifth-Cent Additional Local Option Gas Tax on Motor Fuel For Transit.

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 hereby approves the 2023 Amendment to Interlocal Agreement between Broward County and the City of Tamarac providing for the division and distribution of the proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit which is attached hereto and incorporated herein as Exhibit 1 and hereby authorizes the appropriate City Officials to accept and execute the 2023 Amendment to the Interlocal Agreement.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2023.

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. VILLALOBOS	_____
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

INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT ($0.01) LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY

This Interlocal Agreement ("Agreement") is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida ("County"), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent ($0.01) local option gas tax (commonly referred to as the "Fifth Cent") on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for "transportation expenditures" as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent ($0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 ("Prior Ordinance"), be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.

2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent ($0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.

4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent ($0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.

   4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research ("BEBR") population figures as of April 1 of each year.

   4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.

   4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.

5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent ($0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.

6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties' respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.

7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.

11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

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

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

BROWARD COUNTY, by and through its
Board of County Commissioners

By _____

_____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____
Kristin M. Carter (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT ($0.01) LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY

CITY OF TAMARAC, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20_____.

CITY

ATTEST:

_____
Kimberly Dillon, CMC, CITY CLERK

CITY OF TAMARAC, a municipal corporation

By: _____
CITY MAYOR

Michelle J. Gomez
_____
Print Name

_____ day of _____, 20___

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

_____
Hans Ottinot, City Attorney

Designated Address for Notices (include e-mail address(es)):

Christine Cajuste, Director of Financial Services - christine.cajuste@tamarac.org
Kimberly Dillon, CMC, City Clerk - kimberly.dillon@tamarac.org
City of Tamarac
7525 NW 88 Avenue
Tamarac, FL 33321-2401

Office of Management and Budget
115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

February 2, 2023

Dear Municipality:

On January 24th 2023, the Board of County Commissioners directed staff to prepare for the renewal of the "additional" three-cent local option gas tax levied in 1994 for a period of 30 years, which expires on December 31, 2023 and the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which expires on December 31, 2030.

The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements. Attached are the renewals of the interlocal agreements requiring approval by your municipal governing board no later than March 17, 2023. These agreements provide for:

- Cities to receive 51.27% and the County to receive 48.73% of the proceeds of any renewed "additional" three-cent gas tax,
- Cities to receive 26% and the County to receive 74% of any renewed "transit" one cent gas tax.
- These percentages are unchanged from the current agreements.

The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEBR). The attached agreements contain the percentage breakdown of the City's "additional" three-cent gas tax percentage share of the 51.27% and the "transit" one cent gas tax percentage share of the 26% based on the April 1, 2022 BEBR updated population figures.

To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the six cent, three cent and fifth cent, will take place based on BEBR updated population figures without the need for a new interlocal agreement each year. The County will notify you annually of the updated distribution formula.

If a majority (by population) of the proposed interlocal agreements are not received back from the municipalities by March 31st 2023, then the County will proceed under the statutory methodology for the distribution of any renewed "additional" three-cent local option gas tax and the "transit" one cent gas tax. Under this methodology, the Cities would receive 30.6% and the County would receive 69.4% of the "additional" three-cent local option gas tax and the "transit" one-cent gas tax.

Please place this renewal of the interlocal agreements for the "additional" three-cent local option gas tax and the "transit" one cent gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2023. If you have any questions about the interlocal agreements, please contact Elise Cooper or SunJin Zanker from the County's Office of Management and Budget at 954-357-6360 or 954-357-6361.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two** original **interlocal agreements** to OMB at the address above.

Sincerely,

Norman Foster

Norman Foster, Director, Broward County Office of Management and Budget

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazel P. Rogers • Tim Ryan • Michael Udine
www.broward.org

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Collette Tibby

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 13853

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR13853 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one locally elected official to the City' s Affordable Housing Advisory Committee (AHAC) as required by House Bill 1339, Section 420. 9076 (2) Florida Statutes and City Ordinance No. 2008- 04; providing for the expiration of terms of office; directing city staff to take any and all action necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Director of Community Development recommends that the City Commission appoint Mayor Michelle Gomez to the Affordable Housing Advisory Committee (AHAC) at its February 22, 2023 meeting.

BACKGROUND: In 2007, FS 420.9076 mandated the adoption of affordable housing incentive strategies and committees for all municipalities participating in the State Housing Initiatives Partnership (SHIP) Program. March 12, 2008, the Affordable Housing Advisory Committee (AHAC) members are appointed by the City Commission and served 4-year terms. On October 24, 2012, the City Commission authorized a partial waiver of the appointment process specified in Chapter II, Article III (Section 2-58) of the City of Tamarac Code of Ordinances via Resolution No. 2012-117. This partial waiver allowed for the solicitation of committee members to meet the composition criteria required by the State.

The AHAC must consist of at least 8 but not more than 11 members with a specified term from at least 6 of the following disciplines in connection with affordable housing. The members must be a citizen who is:

a. Actively engaged in residential home building

industry.
b. Actively engaged in the banking or mortgage banking industry.
c. Representative of those areas of labor engaged in home building.
d. Actively engaged as an advocate for low-income persons.
e. Actively engaged as a for- profit provider of affordable housing.
f. Actively engaged as a not-for-profit provider of affordable housing.
g. Actively engaged as a real estate professional.
h. Actively serves on the local planning agency.
i. Resides within the jurisdiction of the local governing making the appointments.
j. Represents employers within the jurisdiction.
k. Represents essential services personnel as defined in the local housing assistance plan.

The primary purposes of the AHAC include:

a. Advise and make recommendations to the City Commission on the matters related to monetary and non-monetary housing incentive strategies for the Local Housing Assistance Plan.
b. Review existing incentive strategy recommendations, evaluate established policies, procedures, ordinances, land development regulations, and the local government Comprehensive Plan.

HB 1339 was prompted by several factors. It is intended to address the growing need for affordable housing across the state; raise the level of accountability in creating effective policies; and attract more attention and emphasize the seriousness of the affordable housing crisis. Commissioner Marlon Bolton was the first elected official to serve in this capacity.

ISSUE:

House Bill 1339 (HB 1339) was signed into law on June 9,2020 by Governor DeSantis. HB 1339 made changes to community development zoning, impact fees, affordable housing, mobile homes and parks. The changes in affordable housing affected the board composition of the AHAC, requiring the appointment of a locally elected official in order to receive State House Initiatives Partnership (SHIP) funds, effective October 1, 2020.

STRATEGIC GOALS:

Goal #4: Tamarac is Vibrant

ATTACHMENTS:
TR13853- Memo -AHAC Commission Appointment.docx
TR13853-Resolution AHAC Commission Appointment.docx
2022-09-14_-_City_Commission_Regular_Meeting_Minutes.pdf

City of Tamarac
Interoffice Memorandum (22 09 007M)
Community Development

To: Kathleen Gunn, City Manager

From: Maxine Calloway, Community Development Director

Date: November 29, 2022

Re: **Appointment of one Locally Elected Official to the Affordable Housing Advisory Committee; Temp. Reso. No. 13853**

Recommendation: The Director of Community Development recommends that the City Commission appoint Mayor Michelle Gomez to the Affordable Housing Advisory Committee (AHAC) at its February 22, 2023 meeting.

Issue: House Bill 1339 (HB 1339) was signed into law on June 9,2020 by Governor DeSantis. HB 1339 made changes to community development zoning, impact fees, affordable housing, mobile homes and parks. The changes in affordable housing affected the board composition of the AHAC, requiring the appointment of a locally elected official in order to receive State House Initiatives Partnership (SHIP) funds, effective October 1, 2020.

Background: In 2007, FS 420.9076 mandated the adoption of affordable housing incentive strategies and committees for all municipalities participating in the State Housing Initiatives Partnership (SHIP) Program. March 12, 2008, the Affordable Housing Advisory Committee (AHAC) members are appointed by the City Commission and served 4-year terms. On October 24, 2012, the City Commission authorized a partial waiver of the appointment process specified in Chapter II, Article III (Section 2-58) of the City of Tamarac Code of Ordinances via Resolution No. 2012-117. This partial waiver allowed for the solicitation of committee members to meet the composition criteria required by the State.

The AHAC must consist of at least 8 but not more than 11 members with a specified term from at least 6 of the following disciplines in connection with affordable housing. The members must be a citizen who is:

a) Actively engaged in residential home building industry.
b) Actively engaged in the banking or mortgage banking industry.
c) Representative of those areas of labor engaged in home building.
d) Actively engaged as an advocate for low-income persons.
e) Actively engaged as a for- profit provider of affordable housing.
f) Actively engaged as a not-for-profit provider of affordable housing.
g) Actively engaged as a real estate professional.
h) Actively serves on the local planning agency.
i) Resides within the jurisdiction of the local governing making the appointments.
j) Represents employers within the jurisdiction.
k) Represents essential services personnel as defined in the local housing assistance plan.

The primary purposes of the AHAC include:

a) Advise and make recommendations to the City Commission on the matters related to monetary and non-monetary housing incentive strategies for the Local Housing Assistance Plan.
b) Review existing incentive strategy recommendations, evaluate established policies, procedures, ordinances, land development regulations, and the local government Comprehensive Plan.

HB 1339 was prompted by several factors. It is intended to address the growing need for affordable housing across the state; raise the level of accountability in creating effective policies; and attract more attention and emphasize the seriousness of the affordable housing crisis. Commissioner Marlon Bolton was the first elected official to serve in this capacity.

Analysis: At the City Commission meeting of September 14, 2022, the Commission nominated Mayor Michelle Gomez as the next elected official to serve on the AHAC. Further, in accordance with HB 1339 and Florida Statutes Section 420.531(2), Mayor Gomez must attend biannual regional workshops convened and administered under the Affordable Housing Catalyst Program.

If the Mayor fails to attend three consecutive regional workshops, the Florida Housing Finance Corporation may withhold funds pending her attendance at the next regularly scheduled biannual meeting.

Fiscal Impact: There is no direct impact to the general fund. However, there may be indirect cost associated with the biannual, regional workshops that the elected official must attend every year. This item supports Strategic Goal #4 “Tamarac is Vibrant”, in sustaining and maintaining affordable housing for all.

Maxine A. Calloway,
Director of Community Development

MC/cfr

Attachments:
Temporary Resolution #13853

CITY OF TAMARAC, FLORIDA

RESOLUTION R- 2023 -_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING ONE LOCALLY ELECTED OFFICIAL TO THE CITY'S AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) AS REQUIRED BY HOUSE BILL 1339, SECTION 420.9076 (2) FLORIDA STATUTES AND CITY ORDINANCE NO. 2008-04; PROVIDING FOR THE EXPIRATION OF TERMS OF OFFICE; DIRECTING CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the State Housing Initiatives Partnership Act ("Act") also known as the William E. Sadowski Affordable Housing Act, which allocates a portion a new and existing documentary stamp taxes on deeds to local governments for development and of affordable housing through the SHIP Program; and

WHEREAS, the Act requires that in order to receive SHIP funds, the local government appoint an Affordable Housing Advisory Committee (AHAC) to recommend monetary and non-monetary incentives for the Affordable Housing Incentive Plan and that its members be appointed; and

WHEREAS, on March 12, 2008 the City of Tamarac (hereinafter referred to as the "City"), pursuant to State Housing Initiatives Partnership (SHIP) Act ("Act"), adopted Ordinance No. 2008-04, thereby creating the City's AHAC; and

WHEREAS, Ordinance No. 2008-04, provides that members of the Committee shall be appointed by resolution; and

WHEREAS, On October 24, 2012, the City Commission adopted Resolution 2012-117, authorizing a partial waiver of the appointment process specified in Chapter 2. Article

III, Section 2-58 of the City's Code of Ordinances, allowing staff to solicit members within the specified disciplines; and

WHEREAS, the Act expressly requires that at least 8 but not more than eleven (11) members be appointed to the AHAC; and

WHEREAS, Governor DeSantis signed House Bill 1339 (HB 1339) on June 9, 2020 and effective July 1, 2020; and

WHEREAS, HB 1339 made changes to community development zoning, impact fees, affordable housing, mobile homes and parks; and

WHEREAS, the AHAC board composition requires one locally elected official from each municipality participating in the SHIP program, effective October 1, 2020; and

WHEREAS, HB 1339 requires the AHAC to meet annually, produce an annual report and the locally elected official or a locally elected designee must attend biannual, regional workshops convened and administered under the Affordable Housing Catalyst Program as provided in Section 420.531(2) Florida Statutes; and

WHEREAS, the AHAC is tasked with the responsibility of advising the City Commission on matters related to monetary and non-monetary incentive strategies for the Affordable Housing Incentive Plan and producing an annual report; and

WHEREAS, the City, through its Local Housing Assistance Plan, provides for the housing needs of its citizens, and promotes the efficient location, design, and provision of affordable housing; and

WHEREAS, the AHAC is further intended to be another resource for the City to utilize when examining ways to offer and promote affordable housing options within the City; and

WHEREAS, Vice Mayor Marlon Bolton served as the first elected official on the AHAC from October 1, 2020 until February 22, 2023; and

WHEREAS, the City Commission deems it to be in the best interests of the health, safety and welfare of the citizens and residents of the City to appoint Mayor Michelle Gomez to the City's Affordable Housing Advisory Committee.

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

Section 1. The foregoing "WHEREAS" clauses are hereby confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Tamarac, Florida hereby appoints the following locally elected official to the City's Affordable Housing Advisory Committee:

- Mayor Michelle Gomez

Section 3. The Advisory Committee members shall serve a term of 4 years. If a vacancy occurs prior to the expiration of any member's full term, Staff will appoint a new member until a resolution can be brought to City Commission. Any member whose term has expired may continue in his/her capacity until such time as the City Commission, by resolution, reappoints that member or appoints a new member to fill his/her seat.

Section 4. The City Staff is hereby directed to take any and all action necessary to effectuate the intent of this resolution.

Section 5. All resolutions or parts of resolutions on in conflict herewith be, and the same 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.

[INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THIS _____ DAY OF _____.

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	_____
DIST 3: COMM. VILLALOBOS	_____
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

REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, SEPTEMBER 14, 2022
7:00 PM
COMMISSION CHAMBERS

CALL TO ORDER

Mayor Michelle J. Gomez called the Wednesday, September 14, 2022, 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 Mike Gelin, Commissioner Marlon B. Bolton, Commissioner Debra Placko, and Commissioner Elvin Villalobos.

Also present were City Manager Kathleen Gunn, Interim Assistant City Manager Levent Sucuoglu, City Attorney John Herin, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE

Mayor Gomez led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

City Attorney John Herin had no report.

2. CITY MANAGER REPORT

2.a. Presentation by Lucdwin Luck, Southeast Florida Regional Manager with Florida Department of Financial Service.

Lucdwin Luck, Southeast Florida Regional Manager with Florida Department of Financial Service provided a presentation which is on file in the City Clerk's Office.

2.b. 2022 – First Semi-Annual Neighborhood Beautification Awards

Mayor Gomez presented the Neighborhood Beautification Awards, as follows:

Commercial Properties

HRI Tamarac LLC (HarborChase of Tamarac) – 6855 NW 70 Avenue

Residential Properties

District 1 - 2609 NW 55 Street, Janseen Meredith

District 2 - 6203 Royal Poinciana Ln, James Lee McDaniel & Walter H Siwierka

District 3 - 7148 NW 100 Terrace, Edward & Sandra Hernandez

District 4 - 8721 NW 83 Street, Ross Berube & Lois Mason

2.c. RSM Statement of Work – Colony West Project Internal Audit & Contract Compliance

City Manager Kathleen Gunn reviewed the statement of work received from RSM regarding a potential forensic audit and City Attorney Herin provided additional detail. Vice Mayor Gelin asserted a Request for Proposals (RFP) be created for the audit. Discussion continued regarding next steps, the definition of a forensic audit, reasons for an examination of records, probable cause, potential criminal or civil causes of action, scope of work, and costs.

Moved by Vice Mayor Gelin; seconded by Commissioner Bolton to direct staff to issue letters of interest to the accounting firms that conduct forensic audits to conduct a forensic audit of the Colony West and Rock Island Storage projects.

Commissioner Placko and Mayor Gomez inquired as to whether the addition of Rock Island Storage would represent a conflict with any litigation or settlement. City Attorney Gelin stated he did not see an issue of liability, but he would suggest beginning with a forensic audit of the Colony West project as a first step. Discussion continued.

Motion Failed 2-3.

Voting For: Vice Mayor Gelin, Commissioner Bolton. Voting Against: Mayor Gomez, Commissioner Placko, and Commissioner Villalobos.

City Manager Gunn provided a presentation of her report, which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

City Attorney Herin provided rules and procedures for providing public comment. Mayor Gomez opened the floor to comments from the public.

1) Russell Cormican, counsel for Members Only Management, LLC, spoke regarding item 6a. He stated his client was in ongoing argument with the City over whether or not they fit the definition of Adult Entertainment, and asserted changing the definition appeared to be directed at his client. He stated they are a longstanding business in Tamarac and have always been a safe and responsible business that was not a nuisance to the City. He requested the Commissioners vote no on the first reading of 6a.

2) William Gofernet, 5106 Mayberry Lane, Tamarac, directed comments toward Mayor Gomez regarding management of the Commission and outside interests. He asked that the Commissioners share their definition of conflict of interest.

Commissioner Villalobos sought consensus to remove the speaker.

Commissioner Villalobos sought consensus to remove Commissioner Bolton from the meeting.

Mayor Gomez called for a recess at 8:21 p.m.
Mayor Gomez called the meeting to order at 8:32 p.m.

Discussion continued regarding Commissioner Villalobos' request for consensus to remove public speaker Mr. Gofernet and Commissioner Bolton from the meeting.

City Attorney clarified the request to remove the member of the public and shared the rules of the Commission.

Mayor Gomez polled the Commission regarding the question of removing Mr. Gofernet from the meeting due to a failure to comply with the rules applicable to public speakers. Votes were qualified with explanation on the voters position.

Voting Against: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, and Commissioner Placko.

3) William Gofernet, 5106 Mayberry Lane, Tamarac, continued to speak regarding conflicts of interest and asked the Commissioners not get involved in other races during the election season.

Moved by Commissioner Villalobos to remove Commissioner Bolton from the dais.

Motion failed for lack of a second.

Discussion ensued regarding rules of procedure and City Attorney Herin suggested a workshop to further discuss.

4) Eugene Eckley, 5980 NW 64th Avenue, Tamarac, spoke regarding 10a. He discussed housing projects and distributed a copy of a related article from the Miami Dade Herald, then shared his personal experience with rent increases.

5) Ron Wasserman, 8577 Jade Drive, spoke in homage to former resident Stanley Panaman regarding service and kindness and asked that members of the community get tested for cancer.

6) Mel Yoder, Kings Point, Tamarac, stated it is obvious two (2) Commissioners refuse to participate in conducting the City's business other than to grandstand and create soundbites. He asserted the residents are tired of the behavior and ask that they resign. He shared action items and pictures to argue his case.

7) Dr. Darcy Schiller, Kings Point, Tamarac, shared her feedback regarding the City budget workshop held earlier in the week. She pointed to items which would reduce the City's budget without taking away from the streets and other services. Continuing, she asserted the City Commission should not be handling the issue of the forensic audit and addressed concerns an audit would potentially point to Commission wrongdoings.

8) Stewart Webster, Versailles Garden, addressed candidates for the Commission and stated only one (1) had the roots and skills to qualify. He asserted there was collusion

and people pulling the strings before and after the election, and that candidates were relying on the voters being stupid, apathetic, and disillusioned.

Commissioner Villalobos left the dais at 9:07 p.m.
Commissioner Villalobos returned to the dais at 9:09 p.m.

Additional public comment was received via email and is on file in the City Clerk's Office.

4. CONSENT AGENDA

Vice Mayor Gelin pulled items 4f and 4p from the Consent Agenda for discussion.

Commissioner Bolton pulled item 4n.

Moved by Commissioner Bolton; seconded by Vice Mayor Gelin to approve the Consent Agenda items 4a through 4e, 4g through 4m, and 4o.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos. Voting Against: None

4.a. Approval of the June 22, 2022, Meeting Minutes

4.b. Approval of the July 13, 2022, Meeting Minutes

4.c. Approval of the August 24, 2022, Executive Session Minutes

4.d. Approval of the August 29, 2022, Executive Session Minutes

4.e. TR13824 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the Interlocal Agreement between Broward County and The City of Tamarac for Surtax-Funded Municipal Transportation Project: Fire Station 15 Emergency Vehicle Preemption Signal/TAMA014 (ILA), attached hereto as Exhibit "1"; authorizing the appropriate City officials to take any and all actions necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

Item 4p was addressed prior to Item 4f.

4.f. TR13830 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the interlocal agreement between Broward County and the City of Tamarac for surtax-funded municipal transportation project: Milling, Paving, and Resurfacing of Public Roads/BC-TAM-FY2020- 00001, attached hereto as Exhibit "1"; authorizing the appropriate City officials to take any and all actions necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Moved by Vice Mayor Gelin; seconded by Commissioner Villalobos to approve the resolution as presented.

Vice Mayor Gelin asked for clarification on how much of the cost of street paving was coming from the surtax and how much was coming from the City. City Manager Gunn stated she would follow up with the information requested.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos. Voting Against: None.

4.g. **TR13819 - A Resolution of the City Commission of the city of Tamarac, Florida, authorizing the renewal of General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation, and Property Lines of coverage including any endorsements with The Florida Municipal Insurance Trust (FMIT) for a one (1) year period beginning October 1, 2022 at a cost of $1,124,804 and payment of any increase resulting from the annual premium audit; providing for conflicts; providing for severability; and providing for an effective date.**

4.h. **TR13843 - A Resolution of the City Commission of the city of Tamarac, Florida, approving Change Order No. 1 to Task Authorization no. 19-17D, approved by City Commission of the City of Tamarac via Resolution Number R-2019-45 on June 12, 2019 and authorizing the appropriate City Officials to execute Change Order #1 with Eckler Engineering, Inc., to provide Professional Engineering Services for additional Construction Administration on the Tract 27 Booster Station Upgrade Project in the amount of $7,580.00, in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2016-80, for an amount not to exceed $7,580.00; authorizing the appropriate City Officials to administer the Contract; authorizing any necessary budget transfer or appropriation for said purpose to be included in a future Budget Amendment pursuant to F.S. 166.241(2) for the purpose of receiving a credit in the amount of $7,580.00 from C&I Construction and Design and applying it to the cost for additional Professional Engineering Services to be provided by Eckler Engineering, Inc.; providing for conflicts; providing for severability; and providing for an effective date.**

4.i. **TR13824 - A Resolution of the City Commission of the city of Tamarac, Florida, approving the purchase of two hundred (200) Lenovo computers, including docking stations and components, from Lenovo, at a total cost of $284,603.10; authorizing the appropriate City Officials to execute all necessary documents to effectuate the intent of this resolution; authorizing appropriations in the amount not to exceed $150,923.10 to be included in a future budget amendment pursuant to F.S. 166.241(2); authorizing expenditures from the appropriate accounts;**

providing for conflicts; providing for severability; and providing for an effective date.

4.j. **TR13832 - A Resolution of the City Commission of the city of Tamarac, Florida, authorizing the appropriate City Officials to approve and adopt the City of Tamarac Transit 2022 Title VI Program Plan; providing for conflicts; providing for severability; and providing for an effective date.**

4.k. **TR13837 - A Resolution of the City Commission of the city of Tamarac, Florida, approving a Broward Sheriff's Office Permit Application for Special Details and authorizing the appropriate City Officials to execute the Permit Application for Police Services to be used by the Parks and Recreation Department in an amount not to exceed $107,000 in FY23, October 1, 2022-September 30, 2023; approving funding from the appropriate Parks and Recreation accounts; providing for conflicts; providing for severability; and providing for an effective date.**

4.l. **TR13841 - A Resolution of the City Commission of the city of Tamarac, Florida, authorizing the appropriate city officials to apply for a Florida Recreation Development Assistance Program (FRDAP) grant via an application through the Florida Department of Environmental Protection (FDEP) in an amount not to exceed $200,000 for the Caporella Park enhancement project; providing for a one-to-one match not to exceed $200,000 in local funds in the event of approval of the application; providing for acceptance of the award and execution of necessary documents following legal review; providing for conflicts; providing for severability; and providing for an effective date.**

4.m. **TR13842 - A Resolution of the City Commission of the city of Tamarac, Florida, authorizing the appropriate City Officials to apply for a Florida Recreation Development Assistance Program (FRDAP) grant via an application through the Florida Department of Environmental Protection (FDEP) in an amount not to exceed $200,000 for the Caporella Aquatic Center Sprayground project; providing for a one-to-one match not to exceed $200,000 in local funds in the event of approval of the application; providing for acceptance of the award and execution of necessary documents following legal review; providing for conflicts; providing for severability; and providing for an effective date**

4.n. **TR13793 - A Resolution of the City Commission of the city of Tamarac, Florida, authorizing the appropriate City Officials to execute an agreement with Clairmont Neighborhood Association, Inc. for the City through Broward County Sheriff's Office to exercise jurisdictional authority for traffic control and enforcement within the property of the Clairmont Neighborhood Association, Inc.; providing for conflicts; providing for severability; and providing for an effective date.**

City Attorney Herin read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Bolton to approve the resolution as presented.

Commissioner Bolton asked about City jurisdiction over private roads in Tamarac. Neysa Herrera, Assistant to the City Manager, shared information regarding similar agreements with other privately-owned communities and City Attorney Herin provided additional detail regarding the parameters of traffic enforcement.

Vice Mayor Gelin asked whether the Broward Sheriff's Office (BSO) would be able to take on the contract, as the most recent report stated they were understaffed. Lieutenant Mark Cooper, BSO, explained there were no costs associated with the agreement and described efforts to correct the staff shortage.

Commissioner Bolton asserted he had an issue with sending BSO into a 55+ community to issue traffic citations, but younger people speeding through the neighborhood should be cited.

Commissioner Villalobos asked for clarification that the Homeowners Association had requested the agreement itself. Assistant to the City Manager Herrera confirmed this was correct.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos. Voting Against: None.

4.o. TR13840 - A Resolution of the City Commission of the city of Tamarac, Florida, authorizing the appropriate City Officials to submit a grant application for the Broward Boating Improvement program through the Broward County Marine Advisory committee for the construction of the Caporella Park non-motorized boat launch and dock for grant funding in the amount of $55,000; providing for a match in local funds in an amount not to exceed $13,750 in the event of approval of the grant application; providing for acceptance of the award and execution of necessary documents pending legal review; providing for conflicts; providing for severability, and providing for an effective date.

Item 4p was addressed out of order.

4.p. TR13844 - A Resolution of the City Commission of the City of Tamarac, Florida, urging the Biden Administration to extend temporary protected status ("TPS") designation for Hondurans and to declare a new initial TPS designation date for Hondurans; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Moved by Vice Mayor Gelin; seconded by Commissioner Bolton to approve the resolution as presented.

Vice Mayor Gelin shared comments regarding the importance of the resolution and read from related letters.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos. Voting Against: None.

5. REGULAR AGENDA

Items 8b, 8a, 9a, and 10b were addressed prior to Item 6a.

6. ORDINANCE(S) – FIRST READING

6.a. TO2514 - An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code" by amending Article 6 entitled "Rules of Construction and Definitions, "by specifically amending Section 10-6.2, entitled "Use Categories and Use Types Defined", and Section 10-6.3, entitled "Other Terms Defined", to provide definitions for certain "Adult Entertainment Uses" identified in the city's land development code; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Moved by Commissioner Villalobos; seconded by Commissioner Placko to approve the Ordinance on first reading.

Community Development Director Maxine Calloway provided a presentation, which is on file in the City Clerk's Office.

Commissioner Bolton inquired regarding the potential impact on Members Only Management, LLC. Discussion continued.

Vice Mayor Gelin asked about inclusion of massage parlors in the adult entertainment definitions. Community Development Director Calloway outlined the requirements under the business tax receipt and special exception use.

Vice Mayor Gelin expressed concern with the timing of the update to definitions and potential impact on an existing business. Discussion continued regarding changes to Code.

Motion Approved: 4-1.

Voting For: Mayor Gomez, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos. Voting Against: Vice Mayor Gelin.

7. PUBLIC HEARING(S)

Mayor Gomez called for a recess at 10:13 p.m.
Mayor Gomez called the meeting to order at 10:26 p.m.

8. ORDINANCE(S) – SECOND READING

8.a. TO2786 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting amendments to the comprehensive plan, with changes, amending, the future land use element, infrastructure element, conservation element, intergovernmental coordination element, and capital improvements element of the city of Tamarac's comprehensive plan, attached hereto as Exhibit "A" consistent with the south Florida Water Management District Water Supply Facilities Work Plan for the City of Tamarac; adopting with changes, and authorizing transmittal of the 2021 Ten Year Water Supply Facilities Work Plan attached hereto as Exhibit "B" and comprehensive plan amendments to the Department of Economic Opportunity and other agencies as required by Florida Statutes 163.3184(3) providing for inclusion in the comprehensive plan; providing for conflict; providing for severability; and, providing for an effective date.

City Attorney Herin read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Villalobos to adopt the Ordinance on second reading.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos. Voting Against: None.

Item 8b was addressed out of order.

8.b. TO2507 - 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, lifting zoning in progress on medical marijuana dispensary facilities and pharmacies by specifically amending Table 10-3.1, entitled Allowed Uses to permit medical marijuana dispensaries and pharmacies in the MU-N (Mixed Use Neighborhood) and NC (Neighborhood Commercial) zoning districts, subject to special exception approval; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Moved by Commissioner Villalobos; seconded by Vice Mayor Gomez to adopt the Ordinance on second reading.

Mayor Gomez opened the public hearing.

Logan Opsahl, Orlando, spoke on behalf of his client, Sunnyside, a Medical Marijuana Treatment Center with 50 locations across the State. He stated the business had relied on a zoning verification letter which confirmed medical marijuana as a use by permit which was provided by the City in February, prior to the Zoning in Progress. He reviewed the timeline of the company's process to lease a location in Tamarac and asked that the Commission consider the business exempt from the Ordinance due to its previously submitted building permit.

Mayor Gomez closed the public hearing.

Commissioner Villalobos expressed concern regarding becoming a city of dispensaries. Discussion continued regarding pending applications, the process for granting an exemption, and due diligence.

Community Development Director Calloway and City Attorney Herin clarified that upon passage, the Ordinance would require a special exception process for the application referenced.

Vice Mayor Gelin asked questions of Attorney Opsahl regarding the process in other communities and the timeline in Tamarac. Attorney Opsahl and Community Development Director Calloway explained responded as appropriate.

Discussion continued regarding the Code in relation to exemptions, special exceptions, and grandfather clauses to Ordinances. City Attorney Herin asserted the application could not be grandfathered as the use does not currently exist.

Commissioner Bolton commented on the original placement of the Zoning in Progress and asserted it was unfair to Sunnyside.

Motion Approved: 3-2.

Voting For: Mayor Gomez, Vice Mayor Gelin, and Commissioner Placko. Voting Against: Commissioner Bolton and Commissioner Villalobos.

Item 9a was addressed out of order.

9. QUASI-JUDICIAL HEARING(S)

9.a. TBO58 – Board Order Approving/Denying Variance for Sonny's The Carwash Factory - 5870 N. Hiatus Road, Tamarac, Florida 33321. Jennifer Ronneburger, designated agent for the property owner, Westpoint Business Center, LLC filed an application with the City of Tamarac, Department of Community Development seeking approval of Sign Variances.

City Attorney Herin read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Villalobos to hear the item.

City Attorney Herin outlined the City's procedures regarding Quasi-Judicial proceedings. He confirmed the public notice items were met for item 9a and City Clerk Kimberly Dillon swore in those wishing to provide testimony.

City Attorney Herin asked for any ex-parte disclosures. Commissioner Bolton stated he may have had a conversation with someone related to Sonny's Car Wash.

Jennifer Ronneburger, designated agent for Westpoint Business Center, LLC, provided a presentation, which is on file in the City Clerk's Office.

Mayor Gomez opened the public hearing, however seeing none, closed the public hearing.

Moved by Commissioner Bolton; seconded by Commissioner Placko to approve the Board Order with the condition as recommended by staff.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos.

Moved by Vice Mayor Gelin; seconded by Commissioner Bolton that item 10b be heard next and that a representative of Ride FreeBee be allowed to give a presentation during that discussion.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos.

Moved by Mayor Gomez; seconded by Vice Mayor Gelin to that all items on the agenda be heard.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos.

10. OTHER

10.a. Tools to Address Affordable Housing Crisis:

1. Amend Local Housing Assistance Plan (LHAP) to include rental strategy to address Affordable Housing Crisis.

2. Create a program to use funds to assist those households whose rental increase exceeds five (5) percent from the start of COVID-19.

3. Affirm or add, if necessary, the ability to use funds provided by City to pay for Condo Association assessments and fees as necessary.
Requested by Mayor Michelle J. Gomez

Mayor Gomez provided a brief overview of the item. She discussed her work on the Affordable Housing Coalition of Broward County and asked the Commission to consider directing staff to move forward with a list of potential options to assist residents and address the affordable housing crisis.

Discussion ensued on the best tools to support local renters and potential implementation of programs.

Commissioner Placko stated that she supported the changes, and noted that in the meantime, when Commissioners and staff come across residents experiencing these issues, they are being directed to existing County support services.

Commissioner Bolton stated that was his desire to transfer the seat on the Affordable Housing Committee from himself to Mayor Gomez. He asked that a Resolution be brought forward at the next meeting.

Vice Mayor Gelin asserted he had been told the need in the City was for market rate housing, as enough affordable housing exists. Community Development Director Calloway discussed the current housing crisis and rapid changes in housing over the past two (2) years.

City Attorney Herin provided additional information regarding potential preemption on the State level, including inclusionary zoning and concessions to developers.

Consensus was given to direct staff to take a comprehensive look at tools to address the affordable housing crisis in Tamarac.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos.

10.b. Approval to start a pilot program with Ride FreeBee to enhance transportation services, public safety, green initiatives and promote local small businesses in the City of Tamarac.
Requested by Vice Mayor Mike Gelin

Vice Mayor Gelin provided a brief overview of the item.

Claudia Miro, FreeBee, provided a presentation on the service, which is on file in the City Clerk's Office.

Commissioner Bolton asked about competition for ridership between transportation options. Ms. Miro stated FreeBee would analyze the routes available and present a plan on how best to enhance what is existing with additional options, rather than competing with other modes of transportation.

Discussion continued regarding existing FreeBee communities, the proposed pilot program, customization options,

Mayor Gomez stated she liked the impact of the program on getting people off the roadways, and asked questions regarding research conducted on the City and cost. She asserted the community's varied population should be considered when creating a proposal.

City Attorney Herin explained there may be a requirement to seek competitive bids, and stated staff would need to do additional leg work before outlining a potential path forward.

Commissioner Placko stated she could see programs like this implemented in the future, but also that she did not want to risk issues with the existing bus service residents are used to or conflicts with existing funding.

Discussion continued regarding potential timelines, procurement, budget implications, and piggy-back contract options of a last-mile transportation program such as FreeBee.

City Manager Gunn stated she believed there was clear consensus to direct staff to begin investigating the FreeBee pilot program and report back as soon as possible.

Voting For: Mayor Gomez, Vice Mayor Gelin, Commissioner Bolton, Commissioner Placko, and Commissioner Villalobos.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 12:35 a.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, September 14, 2022.

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.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 22, 2023
SUBMITTED BY:	Regina Skenandore
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR 13902
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR13902 - A Resolution of the City Commission of the City of Tamarac, Florida appointing Maxine Calloway as Assistant City Manager, effective February 23, 2023 or at such date as is mutually agreed upon; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	Ratification of the City Manager's appointment of Maxine Calloway as Assistant City Manager effective February 23, 2023 or at such date as is mutually agreed upon.
BACKGROUND:	It is the recommendation of the City Manager, that Maxine Calloway be appointed Assistant City Manager based on her experience and qualifications effective February 23, 2023.
ISSUE:	Ratification of the City Manager's appointment of Maxine Calloway as Assistant City Manager effective February 23, 2023 or at such date as is mutually agreed upon.
STRATEGIC GOALS:	Goal #6: Tamarac is a Dynamic Workplace

ATTACHMENTS:
TR 13902 Reso - Maxine Calloway ACM Appointment (003).docx
Maxine Calloway Resume - Exhibit 1.pdf

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING MAXINE CALLOWAY AS ASSISTANT CITY MANAGER, EFFECTIVE FEBRUARY 23, 2023 OR AT SUCH DATE AS IS MUTUALLY AGREED UPON; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter, Section 5.04(a) provides that the City Manager "shall appoint and supervise the heads of all departments and Assistant City Manager …subject to the approval of the majority of the Commission…" ; and

WHEREAS, it is the recommendation of the City Manager that Maxine Calloway be appointed as Assistant City Manager, effective February 23, 2023 or at such date as is mutually agreed upon; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the City Manager's appointment.

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

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

SECTION #2: That on the recommendation of the City Manager, Maxine Calloway is hereby appointed as Assistant City Manager based on her experience and qualifications as outlined in her resume, attached hereto as Exhibit 1, effective February 23, 2023 or at such date as is mutually agreed upon.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2023.

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. VILLALOBOS	_____
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

MAXINE A. CALLOWAY, ESQ., AICP

EXPERIENCE

2014-Present City of Tamarac, Tamarac, FL

Director, Community Development Department

- Lead, direct and supervise the department staff, including divisions of Planning & Zoning, Business Revenue, Housing and Code Compliance .
- Interpret, administer, monitor and amend The City's Comprehensive Plan, Future Land Use map, Zoning Map, and Land Development Regulations . Provide zoning analysis, and develop and draft land use planning laws, codes and regulations.
- Review and draft legislation for incorporation into the City's Code of Ordinances.
- Review pending bills and amendments to existing statutes affecting land use laws and regulations.
- Process all land development applications to include site plans, plats, rezonings, land use amendments, cell tower applications and collocations.
- Prepare and manage the department's budget (General Fund, HOME, CDBG, SHIP, NSP and Public Art funds).

2004-2013 City of North Miami, North Miami, FL

Director, Community Planning & Development Department

- Lead, direct and supervise the department staff, including divisions of Building, Planning & Zoning, Economic Development, Transportation, Housing and Code Compliance (Minimum Housing).
- Manage a 10 Million Dollar budget (General Fund, HOME, CDGB, SHIP, Gas Tax, Transportation Surtax, ARRA & NSP Funds)
- Responsible for development and redevelopment of largely built out City, which includes urban infill; Process all aspects of site plans, plats, master plans, phase developments, rezonings, land use amendments, text amendments, variances, special exceptions and all related entitlements and approvals.
- Serve as staff liaison and chair to several boards to include: Development Review Committee, Business Development Board, Board of Adjustment, Planning Commission and various Home Owners Associations as well as to make presentations to the City Council on all items originating from the Community Planning and Development Department.
- Interpret, monitors and amends The City's Comprehensive Plan, Future Land Use map, Land Development Regulations as well as process the

Evaluation and Appraisal Report (EAR) and Comprehensive Plan updates (EAR based amendments), rewrite of the City's Land Development Regulations (Zoning Code) and Zoning Map Update; Oversee draft and adoption of the City's Transportation Master Plan, Transit Oriented Development (TOD) study and Plan and Major Corridors and Downtown Master Plan.

- Oversee multiple housing programs utilizing funding from CDBG, HOME & SHIP; Implementing City's first roofing, paint, shutters, & Neighborhood Stabilization Program (NSP1 & 3).
- Administer the Certificate of Use Program in conjunction with the Business Tax Receipt program for all businesses in the City.

2001–2003 Crown Castle International Boca Raton, FL

Zoning & Property Manager/ Florida Region

- Supervise and Manage Corporate Staff Divisions related to Zoning, Property and Site Acquisition for the state of Florida. Land acquisition, entitlement, asset management and development. Negotiate and draft leases. Manage a budget of approximately 3 million.
- Responsible for corporate legal budget and supervision of outside legal counsel; Draft Ordinances, Resolutions, Agreements, Satisfactions, Mortgages and other legal documents.
- Develop and implement procedures for obtaining local government and land development regulation approvals for new telecommunication towers and related facilities to include collocations.
- Assist internal and outside legal counsel in the preparation of contracts, leases, deeds, mortgages, options and other legal documents.
- Prepare due diligence reports, applications for development approval, attend jurisdictional government agency meetings (e.g. DRC, Planning & Zoning Commission and City /County Commission public hearings etc.)
- Monitor and oversee the plat and master plan approval and entitlement process and resolution of environmental (Phase 1 & 2) issues for new telecommunications site development. Initiate and monitor the right of way and utility easement vacation process.
- Responsible for the interpretation of all Municipal Codes. Maintain database of non-conforming uses and initiate process of obtaining certification or extension.

2000–2001 LCC International Margate, FL

Regional Zoning Representative

Supervise and manage consulting staff.

- Responsible for identification, qualification, acquisition and leasing rooftop, tower, and co-location sites for the XM Satellite Radio Project.
- Negotiate, draft, and revise long term leases with property owners and managers for telecommunication sites. Assist legal counsel in the preparation of contracts, leases, deeds, mortgages, options and other

legal programs.

- Review and coordinate the preparation of site plans, elevation and landscape drawings with engineers and surveyors. Track the entitlement process and coordinate the preparation of due diligence packages for Phase 1 and 2 environmental audits.
- Process applications through the zoning and site planning process while reviewing and interpreting Ordinances for several municipalities throughout the state of Florida.
- Draft reports and make presentations before planning, zoning and other governmental Boards necessary for the approval of the proposed communications facility.

1998–2000 City of Pompano Beach Pompano Bch. FL

City Planner

- Reviewed all commercial, industrial and residential site plans for proposed development within the City, projects to include Centex Homes, Rooms to Go, Eckerd's, Publix, McDonalds, Industrial Parks and Brownfield sites development.
- Staff representative for Development Review Committee, responsible for site plan, master plan, plat, rezoning and change in land use reviews and preparing staff's recommendation for all minor and major developments within the City.
- Zoning plans review for building permit issuance. Master plan review and approval process.
- Issue special event permits, tree removal and tree trimming permits.

1996–1998 City of Hollywood Hollywood, FL

City Planner

Supervision of the Zoning Technician

- Staff representative for the City's Board of Appeal and Adjustments responsible for drafting reports and presenting staff's recommendation on all requests for variances and special exceptions.
- Interpret City's ordinance and provide zoning information to developers and general public. Review site plans and building plans for all residential and commercial development within the City.
- Prepares and issues zoning certification letters. Master plan, site plan, plat, rezoning reviews and approval process.
- Instrumental in the redevelopment of Downtown Hollywood, Harrison Street Side Walk Cafes and the Beach Boardwalk projects. Assisted in the implementation of the new Sign Ordinance for the regulation of signs within redeveloped areas and the beach.

EDUCATION

1988–1992 **Bethune-Cookman College** Daytona Beach, FL
Bachelor of Science in Criminal Justice.

- Graduated Cum Laude.

1993–1996 **University of Florida College of Law** Gainesville, FL
Juris Doctorate
Joint Degree Program
Honors in research and writing

1993–1996 **University of Florida College of Arch**. Gainesville, FL
Master of Arts in Urban and Regional Planning
Summer Internship with the *Central Florida Regional Planning Council*
Summer Clerkship with the *National Capital Planning Commission*
Volunteer work with *Palm Beach County Planning Department*
Volunteer work with *City of Coral Springs City Attorney's Office*

AFFILIATIONS/ CERTIFICATIONS

Florida Bar Member
Florida Green Building Coalition (FGBC)
United States Green Building Council (USGBC)
American Planning Association
American Institute of Certified Planners
City County and Local Government Law
Real Property Probate and Trust Section
National Incident Management System (NIMS) Certification

SKILLS

- Microsoft Windows
- Corel/WordPerfect
- Lotus 123
- Lotus Notes 4.6
- Lexis Nexis
- Westlaw

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E-MAIL: SIDMAX@COMCAST.NET

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 22, 2023
SUBMITTED BY:	Regina Skenandore
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR 13903
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR13903 - A Resolution of the City Commission of the City of Tamarac, Florida appointing James Twigger as Director of Information Technology, effective February 23, 2023 or at such date as is mutually agreed upon; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	Ratification of the City Manager's appointment of James Twigger as Director of Information Technology effective February 23, 2023 or at such date as is mutually agreed upon.
BACKGROUND:	It is the recommendation of the City Manager, that James Twigger be appointed Director of Information Technology based on his experience and qualifications effective February 23, 2023.
ISSUE:	Ratification of the City Manager's appointment of James Twigger as Director of Information Technology effective February 23, 2023 or at such date as is mutually agreed upon.
STRATEGIC GOALS:	Goal #6: Tamarac is a Dynamic Workplace

ATTACHMENTS:
TR 13903 Reso - James Twigger Appointment to IT Director.docx
James F. Twigger - Resume - Exhibit 1.pdf

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING JAMES TWIGGER AS DIRECTOR OF INFORMATION TECHNOLOGY, EFFECTIVE FEBRUARY 23, 2023 OR AT SUCH DATE AS IS MUTUALLY AGREED UPON; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter, Section 5.04(a) provides that the City Manager "shall appoint and supervise the heads of all departments and Assistant City Manager …subject to the approval of the majority of the Commission…" ; and

WHEREAS, it is the recommendation of the City Manager that James Twigger be appointed as Director of Information Technology, effective February 23, 2023 or at such date as is mutually agreed upon; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the City Manager's appointment.

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

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

SECTION #2: That on the recommendation of the City Manager, James Twigger is appointed as Director of Information Technology, based on his experience and qualifications as outlined in his resume, attached hereto as Exhibit 1, effective February 23, 2023 or at such date as is mutually agreed upon.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2023.

_____
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. VILLALOBOS	_____
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



JAMES F. TWIGGER

CERTIFIED GOVERNMENT CHIEF INFORMATION OFFICER

CONTACT

JamesTwigger.com

James.Twigger@outlook.com

linkedin.com/in/JamesTwigger

(954) 806-8138

13734 Callington Drive
Wellington, FL 33414

SUMMARY OF QUALIFICATIONS

More than twenty-four (24) years of local government and professional experience building focused IT Departments, providing exceptional customer services, managing successful large scale initiatives and leveraging innovative technologies to building Smart and Connected organizations.

EXPERTISE

- Budgeting and Strategic Planning
- IT Service Management
- Technological Innovations
- Business Intelligence Solutions
- Systems Design and Implementation

EXPERIENCE

Interim Director of Information Technology, City of Tamarac, FL **2006-Present**

- Supervise a staff of ten (10) individuals including performance evaluations.
- Present IT initiatives to Executive Staff, the City Manager, and the Mayor and City Commission.
- Develop and manage $4.3M annual operations and $1.7M capital improvement budget.
- Forecast and plan for future technology requirements.
- Develop and implement IT related policies and procedures, utilizing ITIL and industry best practices, and also successfully respond to annual audit requirements.
- Developed, and continually update, a Ten (10) Year IT Strategic Plan, including information technology asset management and replacement schedules, for more than 450 employees, including more than 2,000 assets.
- Focused IT Project Manager performing multi-function management, planning, implementation, and business analysis for large scale projects.
- Initiated and manage an Enterprise Licensing Agreement with Microsoft to provide volume licensing discounts, resulting in a savings of approximately $300,000 over a ten (10) year period.
- Manage and engineer the City's network, telecommunications, server, storage and cybersecurity infrastructure as well as enterprise applications.
- Manage the City's IT Service Desk using ITIL methodologies for enhanced customer service including request tracking, documentation, and customer feedback.
- Fostered and developed an IT Client Services Division – providing IT services to the Broward Sheriff's Office (BSO), the City of Dania Beach, the City of Lauderdale Lakes, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the Town of Southwest Ranches and others.
- Led City to achieve the National League of Cities Digital Cities award for technological excellence (1st City to repeat).
- Function as Local Agency Security Officer (LASO), fulfilling all Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) requirements for the City.
- Administer and lead Tamarac University – the City of Tamarac's Citizen's Academy.
- Manage and perform fiduciary responsibilities for City's NRE Pension Plan.

Positions

Interim Director of Information Technology	11/21/2021 – present
Assistant Director of Information Technology	1/1/2013 – 11/21/2021
Systems and Network Manager	9/6/2006 - 12/31/2012

JAMES F. TWIGGER

CERTIFIED GOVERNMENT CHIEF INFORMATION OFFICER

EXPERIENCE, CONTINUED

Director of Operations, CynaTek, Inc./CynaMed, Inc., Moon Township, PA — June 2000 to August 2006

- Managed and maintained all network, server and telephony infrastructure, including user workstations.
- Developed departmental operations budget and strategic long-term objectives.
- Managed vendor relationships and made purchasing decisions with regards to hardware, software and network equipment.
- Performed Human Resources and Accounting related functions including policies and procedures, dispute resolution, and held fiduciary responsibility for health insurance plans and retirement plans.

Chief Information Officer, Geek Associates, Inc., Pittsburgh, PA — August 2004 to August 2005

- Developed strategic plans, identifying technology-related initiatives to support business operations.
- Planned for and managed staffing and development, hardware acquisitions and facilities to assure their consistency and support of the organization's business plans.
- Directed and evaluated the organization's fiscal functions and performance.
- Evaluated and advised on the impact of long-range planning and the introduction of new programs/strategies.
- Provided timely and accurate analysis of budgets, financial reports and financial trends in order to assist the CEO in the performance of his responsibilities.
- Managed banking and vendor relationships.
- Managed payroll, accounts receivable, accounts payable and all other accounting activities.

Graduate Student Assistant, University of Pittsburgh, Pittsburgh, PA — May 2004 to May 2006

- Taught laboratory lectures for graduate and undergraduate students in telecommunications.
- Assisted students with laboratory work, assignments and with understanding subject matter.
- Evaluated and corrected student assignments.

Network Administrator, TechRx, Inc., Pittsburgh, PA — June 1999 to March 2001

- Managed and maintained all network infrastructure, server infrastructure, telephony infrastructure, and user workstations.
- Identified network requirements; installed upgrades; monitored network performance.
- Programmed TRex system in UNIX and designed original Java GUI for program.
- Managed and coordinated company relocations to new facilities.
- Researched, procured and implemented the use of video conference equipment at all locations.

JAMES F. TWIGGER

CERTIFIED GOVERNMENT CHIEF INFORMATION OFFICER

TECHNOLOGICAL EXPERTISE

Enterprise Software

- Central Square Technologies (Superion)
- Vermont Systems (VSI)
- Selectron IVR
- Granicus Peak Agenda
- ClearPoint Scorecard Software
- Laserfiche

Business Software

- Microsoft Office 2016, 2019, 365

Email Software

- Microsoft Exchange 2010, 2013
- Microsoft 365, Exchange Online

Database Software

- Microsoft SQL Server 2012, 2016, 2022

Backup and Recovery Software

- Symantec BackupExec
- Microsoft Data Protection Manager

Server and Client O/S Software

- Microsoft Windows Server 2008, 2012, 2016, 2022
- Microsoft Windows 7, 8, 8.1, 10, 11

Infrastructure Software

- Microsoft Active Directory
- Microsoft System Center Configuration Mgr
- VMware ESXi, vCenter

Web-related Software

- Microsoft SharePoint
- Microsoft Internet Information Server (IIS)

Software Programming Languages

- Microsoft Visual Studio.Net
- JavaScript / VBScript
- ASP, ASP.Net

Networking Infrastructure

- Cisco Switches, Routers and ASA Firewalls
- Cambium Networks Canopy Wireless
- Palo Alto Networks Firewalls

Telephone Infrastructure

- Cisco Unified Communications System
- ISI Infortel Select

Storage Infrastructure

- Dell EqualLogic iSCSI Storage Area Network
- EMC Fibre Channel Storage Area Network

Additional information available at JamesTwigger.com

JAMES F. TWIGGER

CERTIFIED GOVERNMENT CHIEF INFORMATION OFFICER

EDUCATION

University of Pittsburgh, Pittsburgh, PA

Master of Science in Telecommunications, 2006, GPA: 3.607

Robert Morris University, Moon Township, PA

Master of Science in Internet Information Systems, 2004, GPA: 4.0

Robert Morris University, Moon Township, PA

Bachelor of Science, Information Science and Social Science, Summa Cum Laude, 2004, GPA: 4.0

Universidad de Alicante, Alicante, Spain

International Studies (Spanish), 2003

Deakin University, Geelong, Australia

International Studies (Computing), 2002, High Distinction (equiv. 4.0 GPA)

University of Virginia, Charlottesville, VA

Weldon Cooper Center for Public Service, Leading, Educating and Developing (LEAD) Program, 2008

Florida Atlantic University, Boca Raton, FL

College of Business, Cisco Certified Network Associate (CCNA) Program, 2013

Florida State University / Florida Local Government Information Systems Association (FLGISA)

Florida Institute of Government (FIOG), Certified Government Chief Information Officer (CGCIO) Program, Graduated July 2015

JAMES F. TWIGGER

CERTIFIED GOVERNMENT CHIEF INFORMATION OFFICER

CERTIFICATIONS

- Certified Government Chief Information Officer (CGCIO), July 2015 – June 2018
- IT Infrastructure Library (ITIL) v3 Foundation Certified, June 2012
- Microsoft Certified Systems Engineer (MCSE) 2003, August 2008
- Microsoft Certified Systems Admin.: Messaging (MCSA) 2003, August 2008
- Network+ Certification, December 2003
- Dell Certified Technician, April 2012
- Certified Public Pension Plan Trustee (CPPT), October 2009
- Certificate of Achievement in Public Plan Policy (CAPPP) - Employee Pensions, June 2017
- National Incident Management System (NIMS) Emergency management training certifications
- Florida Dept of Law Enforcement (FDLE) Local Agency Security Officer Certification, January 2023
- Florida Dept of Law Enforcement (FDLE) Level 4 CJIS Security Training Certification, February 2022
- Supervision in Government Series, April 2013

AWARDS

Available online at JamesTwigger.com

PUBLICATIONS

- AOTMP Insights Magazine - Best Practice - IT as a Service (ITaaS), March 2022
- AOTMP Insights Magazine - Best Practice - Smart City Initiative, February 2022
- IT as a Service (ITaaS), Florida Local Government Information Systems Association, June 2015

AFFILIATIONS

- Florida Local Government Information Systems Association (FLGISA)
- Project Management Institute (PMI)
- Florida Public Pension Trustees Association (FPPTA)
- International Foundation of Employee Benefits (IFEBP)
- Keiser University Graduate School Advisory Board, September 2016 - April 2018
- Alpha Chi (Honor Society) and Alpha Iota Mu (IT Honor Society)
- National Society of Collegiate Scholars (NSCS)

References available upon request

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Troy Gies

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 13808

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR13808 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 23-06B to and approving an Agreement with the Stout Group, LLC. For the construction of C-14 Canal Erosion Improvement Project, in accordance with Bid No. 23-06B for a contract amount of $1,059,960.00; a contingency in an amount of $105,996.00 will be added to the project account, for a total project budget of 1,165,956.00; authorizing an appropriation in the amount not to exceed $328,897.00, for the receipt and expenditure of the Florida Department of Environmental Protection (FDEP) Grant and for the total project budget, to be included in a future budget amendment pursuant to F.S. 166.241(2); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: I recommend the City Commission award Bid No. 23-06B to and approve an Agreement with The Stout Group, LLC., for the C-14 Canal Erosion Improvement Project at two (2) locations as identified in Bid No. 23-06B in an amount not-to-exceed $1,059,960.00 ,a contingency in the amount of $105,996.00 will be added to the Project Account for a total project budget of $1,165,956.00; and that this item be placed on the February 22, 2023 Commission Meeting Agenda.

BACKGROUND: The improvements are necessary due to South Florida Water Management District (SFWMD) concern over serious erosion occurring along C-14 Canal Bank, opposite the City's West and Central Storm Water Master Pump Stations. The erosion is a result of the significant outfall flow at each station (design flow of 105,000 GPM at each station) pushing against the north canal bank of the C-14 Canal during Hurricane Season as well as to regulate the

City overall canal water elevation.

The locations included in Bid No. 23-06B:

1. C-14 Canal north bank across from West C-14 Canal Pump Station (Approximately 285 feet east of Sawgrass Expressway)
2. C-14 Canal north bank across from Central C-14 Canal Pump Station (Approximately 700 feet west of Pine Island Road)

Timely restoration and improvements of canal bank can help prevent further erosion and deterioration, allowing City to discharge large volume of storm water from both West and Central Storm Water Pump Station without impacting the integrity of the canal bank which is maintained by the District.

Via Resolution R-2021-103, City Commission authorized the appropriate City Officials to accept and execute the Florida Department of Environmental Protection (FDEP) Grant Agreement #LPA0227, City from FDEP for the C-14 Canal Erosion Improvement Project in an amount not to exceed $300,000.00 and the Grant is effective through December 31, 2024.

The City published Bid Number 23-06B for the C-14 Canal Erosion Improvement Project and received four (4) proposals. Both the Public Services Department and Financial Service Department examined the responses to this bid. A summary bid tabulation is included below.

Vendor	**Amount ($)**
The Stout Group, LLC.	$1,059,960.00
Shoreline Foundation	$1,253,800.00
Enco, LLC	$1,359,990.00
Landshore Enterprises, LLC	$1,405,628.00

City staff determined that The Stout Group, LLC. is the lowest responsive and responsible bidder; and upon review of their proposal, staff determined the Stout Group, LLC. possesses the skills, experience, and capacity to meet the requirements for the C-14 Canal Erosion Improvement Project.

Contract Summary:

- **Scope of Project:** C-14 Canal Erosion Improvement Project
- **Type of Project:** Construction
- **Term/Completion:** Substantial Completion within 270 calendar days from City's Notice to Proceed and Final Completion shall be 45 calendar days from date of substantial completion totaling of 315 calendar days
- **Risk Mitigation:** Performance and Payment Bonds @ 100% of value in effect for up to one year after completion and acceptance
  Liquidated damages of $500 per day for each day project is not completed after scheduled completion date

Contractor Information:

- **Contractor Name:** The Stout Group, LLC
- **City / Location:** Hialeah Gardens, Florida
- **Owner/Certification:** Recognized by Miami Dade County School District as a Small Business Enterprise (SBE) and declared ownership of 51% Female and Hispanic/Latinx.

ISSUE: To award Bid No. 23-06B and execute an agreement with The Stout Group, LLC. for the C-14 Canal Erosion Improvement Project at two (2) locations as identified in Bid No. 23-06B in an amount not-to-exceed $1,059,960.00, a contingency in the amount of $105,996.00 will be added to the Project Account for a total project budget of $1,165,956.00.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

13808 MEMO.pdf
TR_13808_Reso_20230214 (1).docx
EX 1 Bid Tab .pdf
EX 2 23-06B - C-14 Canal Erosion Improvement Agreement (DM020623).pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Kathleen Gunn, City Manager

Thru: Ken Griffin, P.E., PhD Director of Public Services KCG

Thru: John E. Doherty, P.E., Assistant Director of Public Services / Capital Improvement Projects Manager

From: Troy Gies, Budget and Contracts Manager

Date: February 7, 2023

Re: Temp. Reso. #13808 – Award of Bid No. 23-06B for the C-14 Canal Erosion Improvement Project – City Commission Meeting of February 22, 2023

Recommendation:
I recommend the City Commission award Bid No. 23-06B to and approve an Agreement with The Stout Group, LLC., for the C-14 Canal Erosion Improvement Project at two (2) locations as identified in Bid No. 23-06B in an amount not-to-exceed $1,059,960.00 ,a contingency in the amount of $105,996.00 will be added to the Project Account for a total project budget of $1,165,956.00; and that this item be placed on the February 22, 2023 Commission Meeting Agenda.

Issue:
To award Bid No. 23-06B and execute an agreement with The Stout Group, LLC. for the C-14 Canal Erosion Improvement Project at two (2) locations as identified in Bid No. 23-06B in an amount not-to-exceed $1,059,960.00, a contingency in the amount of $105,996.00 will be added to the Project Account for a total project budget of $1,165,956.00.

Background:
The improvements are necessary due to South Florida Water Management District (SFWMD) concern over serious erosion occurring along C-14 Canal Bank, opposite the City's West and Central Storm Water Master Pump Stations. The erosion is a result of the significant outfall flow at each station (design flow of 105,000 GPM at each station) pushing against the north canal bank of the C-14 Canal during Hurricane Season as well as to regulate the City overall canal water elevation.

The locations included in Bid No. 23-06B:

1. C-14 Canal north bank across from West C-14 Canal Pump Station (Approximately 285 feet east of Sawgrass Expressway)
2. C-14 Canal north bank across from Central C-14 Canal Pump Station (Approximately 700 feet west of Pine Island Road)

Timely restoration and improvements of canal bank can help prevent further erosion and deterioration, allowing City to discharge large volume of storm water from both West and Central Storm Water Pump Station without impacting the integrity of the canal bank which is maintained by the District.

Via Resolution R-2021-103, City Commission authorized the appropriate City Officials to accept and execute the Florida Department of Environmental Protection (FDEP) Grant Agreement #LPA0227, City from FDEP for the C-14 Canal Erosion Improvement Project in an amount not to exceed $300,000.00 and the Grant is effective through December 31, 2024.

The City published Bid Number 23-06B for the C-14 Canal Erosion Improvement Project and received four (4) proposals. Both the Public Services Department and Financial Service Department examined the responses to this bid. A summary bid tabulation is included below.

Vendor	Amount ($)
The Stout Group, LLC.	$1,059,960.00
Shoreline Foundation	$1,253,800.00
Enco, LLC	$1,359,990.00
Landshore Enterprises, LLC	$1,405,628.00

City staff determined that The Stout Group, LLC. is the lowest responsive and responsible bidder; and upon review of their proposal, staff determined the Stout Group, LLC. possesses the skills, experience, and capacity to meet the requirements for the C-14 Canal Erosion Improvement Project

Contract Summary:

Scope of Project: C-14 Canal Erosion Improvement Project

Type of Project: Construction

Term/Completion: Substantial Completion within 270 calendar days from City's Notice to Proceed and Final Completion shall be 45 calendar days from date of substantial completion totaling of 315 calendar days

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one year after completion and acceptance

Liquidated damages of $500 per day for each day project is not completed after scheduled completion date

Contractor Information:

Contractor Name: The Stout Group, LLC

City / Location: Hialeah Gardens, Florida

Owner/Certification: Recognized by Miami Dade County School District as a Small Business Enterprise (SBE) and declared ownership of 51% Female and Hispanic/Latinx.

Fiscal Impact:
Funding for this project is available in the Stormwater Capital Projects Fund (411) in Project Number SW20A / Account Number 411-5050-538.63-02 in the amount of $537,059. The City of Tamarac received a Florida Department of Environmental Protection (FDEP) Grant for the C-14 Canal Erosion Improvement Project in an amount not to exceed $300,000.00. The total budget available, including the grant funds is $837,059.00.

Per Bid 23-06B, the contract amount not to exceed $1,059,960.00, a contingency in the amount of $105,996.00 (10% of the contract cost) will be added to the project account, for a total project budget of $1,165,956.00. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency requires approval of the City Manager.

An Appropriation in the amount not to exceed $328,897.00 will be required for the receipt and expenditure of the FDEP Grant and for the total project budget; said appropriation, pursuant to F.S. 166.241(2) will be included in a future Budget Amendment.

Commission District 3; Citywide

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID NO. 23-06B TO AND APPROVING AN AGREEMENT WITH THE STOUT GROUP, LLC. FOR THE CONSTRUCTION OF C-14 CANAL EROSION IMPROVEMENT PROJECT, IN ACCORDANCE WITH BID NO. 23-06B FOR A CONTRACT AMOUNT OF $1,059,960.00; A CONTINGENCY IN AN AMOUNT OF $105,996.00 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF 1,165,956.00; AUTHORIZING AN APPROPRIATION IN THE AMOUNT NOT TO EXCEED $328,897.00, FOR THE RECEIPT AND EXPENDITURE OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT AND FOR THE TOTAL PROJECT BUDGET, TO BE INCLUDED IN A FUTURE BUDGET AMENDMENT PURSUANT TO F.S. 166.241(2); AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the improvements are necessary due to South Florida Water Management District (SFWMD) concern over serious erosion occurring along C-14 Canal Bank, opposite the City's West and Central Storm Water Master Pump Stations. The erosion is a result of the significant outfall flow at each station (design flow of 105,000 GPM at each station) pushing against the north canal bank of the C-14 Canal during Hurricane Season as well as to regulate the City overall canal water elevation; and

WHEREAS, timely restoration and improvements of canal bank can help prevent further erosion and deterioration, allowing City to discharge large volume of storm water from both West and Central Storm Water Pump Station without impacting the integrity of the canal bank which is maintained by the District; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 23-06B C-14 Canal Erosion Improvement Project , on October 23, 2022, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on December 7, 2022, the City of Tamarac received four (4) proposals for the C-14 Canal Erosion Improvement Project a bid tabulation is hereto attached as “Exhibit 1”; and

WHEREAS, Staff determined the lowest responsive and responsible bidder to be The Stout Group, LLC.; and

WHEREAS, the Stout Group, LLC., possesses the required knowledge and experience to construct the C-14 Canal Erosion Improvement Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 23-06B; and

WHEREAS, available funds for the balance of said headwall repairs exist in the Stormwater Capital Improvement budget; and

WHEREAS, via the Florida Department of Environmental Protection (FDEP) Grant Agreement #LPA0227, City accepted a grant from FDEP for the C-14 Canal Erosion Improvement Project in an amount not to exceed $300,000.00 and the Grant is effective through December 31, 2024; and

WHEREAS, it is the recommendation of the Public Services Director and Purchasing and Contracts Manager that the appropriate City officials award Bid No. 23-06B and execute the Agreement with The Stout Group, LLC. for the C-14 Canal Erosion Improvement Project at two (2) locations under Bid No. 23-06B, attached hereto as Exhibit #2; incorporated herein and made a specific part of this resolution; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 23-06B and execute the agreement for the C-14 Canal Erosion Improvement Project with The Stout Group, LLC. for a contract cost of $1,059,960.00 and a contingency in the amount of $105,996.00, for a total project budget of $1,165,956.00.

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 HEREBY awards Bid No. 23-06B to The Stout Group, LLC., and approves an Agreement between the City of Tamarac and The Stout Group, LLC., (“The Agreement”) and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as “Exhibit 2”, to provide for the C-14 Canal Erosion Improvement Project at two (2) locations under Bid No. 23-06B.

SECTION 3: An expenditure for a contract cost of $1,059,960.00 and a contingency in the amount of $105,996.00, for a total project budget of $1,165,956.00 for said purpose is hereby approved.

SECTION 4: Authorizing an appropriation in the amount not to exceed $328,897.00, for the receipt and expenditure of the Florida Department of Environmental

Protection (FDEP) Grant and for the total project budget, to be included in a future Budget Amendment pursuant to F.S. 166.241(2).

SECTION 5: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed $65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

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

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

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

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this_____day of _____2023.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

HANS OTTINOT
CITY ATTORNEY

23-06B - C-14 CANAL EROSION IMPROVEMENT PROJECT											
				ENCO, LLC		THE STOUT GROUP		SHORELINE FOUNDATION		LANDSHORE ENTERPRISES	
Line Item	Description	Quantity	Unit of Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	INDEMNIFICATION	1	Lump Sum	$ 10.00	**$ 10.00**	**$ 10.00**	**$ 10.00**	$ 10.00	$ 10.00	$ 10.00	$ 10.00
	BID SCHEDULE 1										
2	Mobilization & Demobization	1	Lump Sum	$ 12,000.00	$ 12,000.00	**$ 50,000.00**	**$ 50,000.00**	$ 23,150.00	$ 23,150.00	$ 39,421.99	**$ 39,421.99**
3	Maintenance of Traffic / Pedestrian Safety	1	Lump Sum	$ 2,500.00	$ 2,500.00	**$ 5,000.00**	**$ 5,000.00**	$ 8,500.00	$ 8,500.00	$ 1,929.55	**$ 1,929.55**
4	Record Drawings	1	Lump Sum	$ 7,500.00	$ 7,500.00	**$ 5,000.00**	**$ 5,000.00**	$ 4,500.00	$ 4,500.00	$ 18,154.58	**$ 18,154.58**
5	Erosion Control	1	Lump Sum	$ 23,500.00	$ 23,500.00	**$ 30,000.00**	**$ 30,000.00**	$ 12,405.00	$ 12,405.00	$ 8,461.00	**$ 8,461.00**
6	Site Preparation	1	Lump Sum	$ 2,500.00	$ 2,500.00	**$ 265,000.00**	**$ 265,000.00**	$ 24,800.00	$ 24,800.00	$ 5,004.33	**$ 5,004.33**
7	Excavation	1300	Cubic Yards	$ 100.00	$ 130,000.00	**$ 15.00**	**$ 19,500.00**	$ 27.00	$ 35,100.00	$ 41.34	**$ 53,742.00**
8	Embankment Fill	180	Cubic Yards	$ 150.00	$ 27,000.00	**$ 20.00**	**$ 3,600.00**	$ 76.00	$ 13,680.00	$ 129.14	**$ 23,245.20**
9	Rock Rip Rap System	1950	Cubic Yards	$ 204.00	$ 397,800.00	**$ 65.00**	**$ 126,750.00**	$ 228.00	$ 444,600.00	$ 233.21	**$ 454,759.50**
10	Sod (Bahia)	9500	Square Yards	$ 8.00	$ 76,000.00	**$ 1.00**	**$ 9,500.00**	$ 4.50	$ 42,750.00	$ 7.93	**$ 75,335.00**
11	Irrigation Repairs	1	Lump Sum	$ 2,500.00	$ 2,500.00	**$ 5,000.00**	**$ 5,000.00**	$ 6,500.00	$ 6,500.00	$ 9,660.20	**$ 9,660.20**
12	**SUBTOTAL**				**$ 681,300.00**		**$ 519,350.00**		**$ 615,985.00**		**$ 689,713.35**
13	**BID SCHEDULE 2**										
2	Mobilization & Demobization	1	Lump Sum	$ 12,000.00	$ 12,000.00	**$ 50,000.00**	**$ 50,000.00**	$ 23,150.00	$ 23,150.00	$ 39,421.99	$ 39,421.99
3	Maintenance of Traffic / Pedestrian Safety	1	Lump Sum	$ 2,500.00	$ 2,500.00	**$ 5,000.00**	**$ 5,000.00**	$ 8,500.00	$ 8,500.00	$ 1,929.55	$ 1,929.55
4	Record Drawings	1	Lump Sum	$ 7,500.00	$ 7,500.00	**$ 5,000.00**	**$ 5,000.00**	$ 4,500.00	$ 4,500.00	$ 18,154.58	$ 18,154.58
5	Erosion Control	1	Lump Sum	$ 20,500.00	$ 20,500.00	**$ 30,000.00**	**$ 30,000.00**	$ 12,405.00	$ 12,405.00	$ 8,461.00	$ 8,461.00
6	Site Preparation	1	Lump Sum	$ 2,500.00	$ 2,500.00	**$ 280,000.00**	**$ 280,000.00**	$ 24,800.00	$ 24,800.00	$ 5,004.33	$ 5,004.33
7	Excavation	1320	Cubic Yards	$ 80.00	$ 105,600.00	**$ 15.00**	**$ 19,800.00**	$ 27.00	$ 35,640.00	$ 41.34	$ 54,568.80
8	Embankment Fill	250	Cubic Yards	$ 150.00	$ 37,500.00	**$ 20.00**	**$ 5,000.00**	$ 76.00	$ 19,000.00	$ 129.14	$ 32,285.00
9	Rock Rip Rap System	2020	Cubic Yards	$ 204.00	$ 412,080.00	**$ 65.00**	**$ 131,300.00**	$ 228.00	$ 460,560.00	$ 233.21	$ 471,084.20
10	Sod (Bahia)	9500	Square Yards	$ 8.00	$ 76,000.00	**$ 1.00**	**$ 9,500.00**	$ 4.50	$ 42,750.00	$ 7.93	$ 75,335.00
11	Irrigation Repairs	1	Lump Sum	$ 2,500.00	$ 2,500.00	**$ 5,000.00**	**$ 5,000.00**	$ 6,500.00	$ 6,500.00	$ 9,660.20	$ 9,660.20
Subtotal:					**$ 678,680.00**		**$ 540,600.00**		**$ 637,805.00**		**$ 715,904.65**
Total:					**$ 1,359,990.00**		**$ 1,059,960.00**		**$ 1,253,800.00**		**$ 1,405,628.00**

Rhonda Kaplan
Senior Procurement Specialist
12/12/2022

TAMARAC
The City For Your Life

CONSTRUCTION AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

THE STOUT GROUP, LLC.

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and The Stout Group, LLC corporation with principal offices located at 10850 NW 138th Street, Bay # 3, Hialeah Gardens, Florida 33018 (the "Contractor") to provide for construction services to C-14 Canal Erosion Improvement Project.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No. 23-06B for "C-14 Canal Erosion Improvement Project", issued by the City of Tamarac on October 23, 2022 including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated December 7, 2022, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 23-06B for "C-14 Canal Erosion Improvement Project" as issued by City, and the contractor's bid response; Bid 23-06B for "C-14 Canal Erosion Improvement Project" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent, English speaking field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.1.4 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or

subcontractors, if any, with respect to the work and services described herein.

3. INSURANCE

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - $1M/$2M
- Automobile – $1M/$1M
- Workers Comp – Statutory

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

4.1 Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.

4.2 The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or

becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

4.3 A Warranty Bond shall be submitted to the City and come into effect one (1) year after final payment becomes due and approved except as otherwise provided by law or regulation or by the Contract Documents with the final sum of the Warranty bond equal to twenty five percent (25%) of the total value of the Contract price (including executed change orders), conditioned that the Contractor correct any defective of faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover all the cost of labor as well as materials.

4.4 Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or **Bonds referenced above shall be recorded in the Public records of Broward County at the Bidder's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Three Hundred and Fifteen (315)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Two Hundred and Seventy (270)** calendar days from issuance of City's Notice to Proceed.

5.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the approved Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder in accordance with the requirements of the Contract Documents.

6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of One Million, Fifty Nine Thousand, Nine Hundred and Sixty Dollars ($1,059,960.00).

7. PAYMENTS

Payment upon City approval, will be made monthly for work that has been completed, inspected and properly invoiced (application for payment). A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved application for payment. The Contractor shall invoice the City and provide a written request to the City to commence the

one-year warranty period, following the completion of all work, certificates of approvals, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

8. REMEDIES

8.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement, including City's right to withhold payment.

8.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. Correction of all deficiencies shall not relieve the Contractor of its duties and obligations under this agreement, in meeting all project requirements and objectives including but not limited to achieving project milestones (Substantial and Final Completion) in accordance with the Contract Documents. The City shall be the sole judge of non-conformance, the quality of workmanship and any impact it may have on the Project Schedule.

9. CHANGE ORDERS

9.1 All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively (not cumulative).

9.2 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

9.3 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

9.4 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

9.5 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

9.6 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) calendar days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

9.7 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used. Extensions of time for delays due to Contractor's inability to perform work in a timely manner, failure to properly coordinate work that causes adverse impact on project schedule or negligence to properly sequence the work in a manner to meet all project obligations in accordance with the Contract Documents shall not be accepted.

9.8 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost borne by the City to complete the work shall be levied against the Contractor including applicable mark-up of ten (10%) for overhead and engineering costs. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

10. LIQUIDATED DAMAGES

Because of the importance of this project being finished on time, upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Five Hundred Dollars ($500.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against the Contractor in the amount of **Two Hundred Fifty Dollars and Zero Cents ($250.00)** for each calendar day beyond the time frame set in the Contract Documents until such work is completed and ready for final payment. This amount is not a penalty but liquated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor

to complete the Contract on time. The City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. If the amount deducted and/or retained by the City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing the City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

11. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area. An extension of time will be considered for "Excusable Inclement Weather Delays" resulting in any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the Work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined by the U.S. Weather Bureau records for the preceding 3-year period. No extension of Contract Time will be allowed for any inclement weather that could be reasonably have been predicted from such weather records. Should the contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day, whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations. The Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

12. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to

Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City form all claims of liability by Contractor in connection with the agreement.

13. WARRANTY

Contractor warrants the work against defect for a period of **One (1)** year from the date of City's Final Acceptance of the project and approval of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

14. INDEMNIFICATION

14.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

14.2 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

15.1 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

15.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.3 The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The

Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

16. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. 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. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

18. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the following address:
Ottinot. Law, P.A.
1745 Eagle Trace Blvd., Suite A
Coral Springs, FL 33071
ATTN: Hans Ottinot

CONTRACTOR
Name:
Address:
FIN/EIN:
Contract Licensee:
Contact:
Email:

Phone:
Fax:

19. TERMINATION

19.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

19.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. Written notice of cancellation of this agreement shall state the date upon which the Contractor shall cease all Work under this Contract and vacate the Project(s) site(s). The Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by the Contractor until all documentation is delivered to the City.

20. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

21. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

22. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

23. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

24. UNCONTROLLABLE CIRCUMSTANCES

24.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

24.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

25. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

27. CONTINGENT FEES

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

28. SCRUTINIZED COMPANIES - 287.135 AND 215.473

28.1 By execution of this Agreement, 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 the Iran Petroleum Energy Sector List, or 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.

28.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

29. PUBLIC RECORDS

29.1 The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

29.1.1 Keep and maintain public records required by the CITY in order to perform the service.

29.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

29.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

29.1.4 Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

29.2 During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

30. E-VERIFY

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

31. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / Owner duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

KCG

ATTEST: Kathleen Gunn, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name
Company Name

Signature of Corporate Secretary

Signature of President / Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President / Owner

(CORPORATE SEAL)

Date

TAMARAC
The City For Your Life

CORPORATE ACKNOWLEDGEMENT

STATE OF :
:SS
COUNTY OF :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, President of _____, a 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 , 20 .

_____
Signature of Notary Public
State of Florida at Large

_____
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.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Troy Gies

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 13893

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR13893 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of fire equipment 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 Sourcewell Contract #113021-OKC-1, Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment; authorizing the appropriate City Officials to select, approve, and award the purchase of said vehicles utilizing current Agreements available for cooperative purchase at the time of purchase in the best interest of the city; authorizing expenditures from the Fire-Rescue Fund in an amount not to exceed $2,878,846.31 from the appropriate accounts for all vehicles; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: I recommend the City Commission of the City of Tamarac authorize the purchase of two (2) new pieces of fire equipment and the refurbishment / remount of two (2) ambulances for a total cost not to exceed $2,878,846.31; and authorize the appropriate City Officials to select, approve, and award the purchase of said vehicles utilizing competitive procurement methods and current Agreements available for cooperative purchases at the time of purchase including Agreements awarded by Sourcewell Contract #113021-OKC-1, Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment; and that this item be placed on the February 8, 2022 Commission Agenda.

BACKGROUND: Fire Rescue Equipment, due to its heavy use and critical need for safe and reliable equipment, requires timely replacement. The refurbishment and remount of two (2)

ambulances on new chassis, is a cost-effective means to maintain the fleet of Fire-Rescue vehicles. The replacement of the two ambulances is included in the Fire Rescue Capital Budget. The Fire-Rescue Capital Budget also includes the purchase of a 75-foot Aerial Ladder Truck and a Heavy Duty Rescue Pumper (HDRP). The additional equipment will allow for regular placement of fire suppression and rescue equipment at Station 36.

Fire-Rescue Heavy Equipment Purchase Authorization:
City Staff recommend the purchase of the following new Fire Equipment

- Pierce 75' Quint 7010 Enforcer Model ID 244, not to exceed $1,298,281.89
- Pierce HDRP Enforcer Model ID 1801, not to exceed $869,906.42

This equipment is partially funded through FY 2023 and the remainder shall be included in the FY 2024 Budget. However, the lead time from order to manufacture and delivery is approximately 24 months. Therefore, it is essential to authorize and approve the order of the vehicle now. Payment will not be made until the equipment is delivered, which will occur after the full expense of the equipment has been appropriated.

Detailed information for the equipment is attached to Temporary Resolution No. 13839, and is summarized below:

Pierce 75' Quint 7010 Enforcer Model ID 244, not to exceed $1,298,281.89
Pierce HDRP Enforcer Model ID 1801, not to exceed $869,906.42

Total price, per Sourcewell Contract #113021-OKC-1 includes $20,000.00 for dealer provided equipment for both units for a total purchase price not to exceed $2,188,188.31. Funding is available in the Fire Rescue Fund and total purchase price will be included and appropriated in the FY 2024 Budget.

Fire Rescue Refurbishment:
City Staff recommend the approval to remount and refurbish two ambulances utilizing Florida Sheriff's Association Contract #FSA20-VEF14.01 through TEN-8. Ambulance Units 15394 and 16188 have reached the end of their useful life and given the criticality of these units, replacement is highly recommended. However, City Staff are recommending utilizing a remount, which replaces the

chassis (truck) with new 2023 International Chassis. The body of the ambulances will be refurbished and the Stryker Power Load Systems, used to load the stretchers into the back of the ambulances, will be replaced on both units. This is a cost-effective way to extend the useful life of both vehicles. A detailed proposal is attached to Temporary Resolution No 13893, and is summarized below:

- Remount and refurbish Horton Ambulances 15394 and 16188 on to 2023 International MV 607 Crew Cab Chassis (Units 363 & 368), at a cost not to exceed $306,879.00 per unit.
- Replace Stryker Power Load Systems on both vehicles, at a cost not to exceed $38,450.00 per unit.

Therefore, the total cost of the remount / refurbish, per Florida Sheriff's Association Contract #FSA20-VEF14.01, shall not exceed $690,658.00.

ISSUE:

Authorization of the purchase of two (2) new pieces fire equipment, and the refurbishment / remount of two (2) ambulances (detailed below), for a combined total of $2,878,846.31 from the appropriate accounts utilizing competitive bids available for cooperative purchase.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR 13893 MEMO - FY 2023 FIRE EQUIPMENT 20230207.docx
TR 13893 - RESO FY23 FIRE EQUIPMENT 20230207.docx
Ex 1 Fire Equipment 20230202.pdf
EX 2 Tamarac Fire Remunt Proposal 20220207.pdf
EX 3 75' PUC Quint and HDRP 20230109.pdf
Fire_Department_Vehicle_Purchase_2023.pptx

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Kathleen Gunn, City Manager**

Thru: **John E. Doherty, P.E., Acting Public Services Director**

From: **Troy Gies, Acting Assistant Public Services Director**

Date: **January 25, 2023**
Revised February 7, 2023

Re: **Temp. Reso. #13893 – Purchase of Fire Equipment– Agenda February 8, 2023**

Recommendation

I recommend the City Commission of the City of Tamarac authorize the purchase of two (2) new pieces of fire equipment and the refurbishment / remount of two (2) ambulances for a total cost not to exceed $2,878,846.31; and authorize the appropriate City Officials to select, approve, and award the purchase of said vehicles utilizing competitive procurement methods and current Agreements available for cooperative purchases at the time of purchase including Agreements awarded by Sourcewell Contract #113021-OKC-1, Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment; and that this item be placed on the February 22, 2022 Commission Agenda.

Issue

Authorization of the purchase of two (2) new pieces fire equipment, and the refurbishment / remount of two (2) ambulances (detailed below), for a combined total of $2,878,846.31 from the appropriate accounts utilizing competitive bids available for cooperative purchase.

Background

Fire Rescue Equipment, due to its heavy use and critical need for safe and reliable equipment, requires timely replacement. The refurbishment and remount of two (2) ambulances on new chassis, is a cost-effective means to maintain the fleet of Fire-Rescue vehicles. The replacement of the two ambulances is included in the Fire Rescue Capital Budget. The Fire-Rescue Capital Budget also includes the purchase of a 75-foot Aerial Ladder Truck and a Heavy-Duty Rescue Pumper (HDRP). The additional equipment will allow for regular placement of fire suppression and rescue equipment at Station 36.

Fire-Rescue Heavy Equipment Purchase Authorization:
City Staff recommend the purchase of the following new Fire Equipment

- Pierce 75’ Quint 7010 Enforcer Model ID 244, not to exceed $1,298,281.89
- Pierce HDRP Enforcer Model ID 1801, not to exceed $869,906.42

This equipment is partially funded through FY 2023 and the remainder shall be included in the FY 2024 Budget. However, the lead time from order to manufacture and delivery is approximately 24

months. Therefore, it is essential to authorize and approve the order of the vehicle now. Payment will not be made until the equipment is delivered, which will occur after the full expense of the equipment has been appropriated.

Detailed information for the equipment is attached to Temporary Resolution No. 13839, and is summarized below:

Pierce 75' Quint 7010 Enforcer Model ID 244, not to exceed $1,298,281.89
Pierce HDRP Enforcer Model ID 1801, not to exceed $869,906.42

Total price, per Sourcewell Contract #113021-OKC-1 includes $20,000.00 for dealer provided equipment for both units for a total purchase price not to exceed $2,188,188.31. Funding is available in the Fire Rescue Fund and total purchase price will be included and appropriated in the FY 2024 Budget.

Fire Rescue Refurbishment:
City Staff recommend the approval to remount and refurbish two ambulances utilizing Florida Sheriff's Association Contract #FSA20-VEF14.01 through TEN-8. Ambulance Units 15394 and 16188 have reached the end of their useful life and given the criticality of these units, replacement is highly recommended. However, City Staff are recommending utilizing a remount, which replaces the chassis (truck) with new 2023 International Chassis. The body of the ambulances will be refurbished and the Stryker Power Load Systems, used to load the stretchers into the back of the ambulances, will be replaced on both units. This is a cost-effective way to extend the useful life of both vehicles. A detailed proposal is attached to Temporary Resolution No 13893, and is summarized below:

- Remount and refurbish Horton Ambulances 15394 and 16188 on to 2023 International MV 607 Crew Cab Chassis (Units 363 & 368), at a cost not to exceed $306,879.00 per unit.
- Replace Stryker Power Load Systems on both vehicles, at a cost not to exceed $38,450.00 per unit.

Therefore, the total cost of the remount / refurbish, per Florida Sheriff's Association Contract #FSA20-VEF14.01, shall not exceed $690,658.00.

Fiscal Impact

Funding for the refurbished / remounted ambulances at a cost not to exceed $690,658.00 and new fire equipment at a cost not to exceed $2,188,188,31, will be included in future fiscal years.

Refurbishment Remount of two (2) Ambulances

DESCRIPTION	Qty	Unit Cost	Extended Cost
Remount and refurbish Horton Ambulances 15394 and 16188 on to 2023 International MV 607 Crew Cab Chassis (Units 363 & 368)	**2**	**$306,879.00**	**$613,758.00**
Replace two (2) Stryker Power Load Systems	**2**	**$38,450.00**	**$76,900.00**
			$690,658.00

Purchase of New Fire-Rescue Equipment

DESCRIPTION	Cost
Pierce 75' Quint 7010 Enforcer Model ID 244	**$1,298,281.89**
Pierce HDRP Enforcer Model ID 1801	**$869,906.42**
Dealer Provided Equipment	**$20,000.00**
	$2,188,188.31

Total New / Replacement Equipment Cost

DESCRIPTION	Cost
Refurbish / Remount Ambulances (2)	**$690,658.00**
New Fire-Rescue Equipment (75' Aerial Ladder Truck & HDRP)	**$2,188,188.31**
Total Fire Rescue Equipment Purchase	**$2,878,846.31**

Available Budget / Future Funding

	Budget
Project Number CV21F	**$839,449.75**
Project Number CV23F	**$1,200,000.00**
Project Number CV24F	**$1,000,000.00**
Total Fire Rescue Equipment Budget	**$3,039,449.75**

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2023_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PURCHASE OF FIRE EQUIPMENT 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 SOURCEWELL CONTRACT #113021-OKC-1, FLORIDA SHERIFF'S ASSOCIATION (FSA) CONTRACT NO. FSA20-VEF14.01 AMBULANCES AND OTHER EQUIPMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SELECT, APPROVE, AND AWARD THE PURCHASE OF SAID VEHICLES UTILIZING CURRENT AGREEMENTS AVAILABLE FOR COOPERATIVE PURCHASE AT THE TIME OF PURCHASE IN THE BEST INTEREST OF THE CITY; AUTHORIZING EXPENDITURES FROM THE FIRE-RESCUE FUND IN AN AMOUNT NOT TO EXCEED $2,878,846.31 FROM THE APPROPRIATE ACCOUNTS FOR ALL VEHICLES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the timely purchase and replacement of City fire equipment is necessary in order to ensure the effective and efficient delivery of services by City Fire-Rescue; and

WHEREAS, 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; and

WHEREAS, it has been proven in the marketplace that formal competitive bids available for cooperative purchase provide the lowest prices as well as the most efficient method for purchasing vehicles; and

WHEREAS, the Acting Director of Public Services, Director of Financial Services,

and Purchasing and Contracts Manager have determined that it is in the City's economic interests to purchase fire equipment as identified in Exhibit "1", respectively, attached hereto, utilizing current agreements available for cooperative purchase including, but not limited to, the Agreement awarded by the Sourcewell Contract #113021-OKC-1, Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment, copies of the Agreements are incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, sufficient funds for the refurbishment and remount of two (2) ambulances, a cost-effective way to extend the life of rescue equipment, in the amount of $690,658.00 is available in the Fire Rescue Fund for said purpose, per the per Florida Sheriff's Association Contract #FSA20-VEF14.01, at a cost not exceed $690,658, a copy of the proposal is attached hereto as "Exhibit 2"; and

WHEREAS, sufficient funds for the purchase of two (2) new pieces for Fire Equipment including, 1) Pierce 75' Quint 7010 Enforcer Model ID 244, and 2) Pierce HDRP Enforcer Model ID 1801 for total cost not to exceed $2,188,188.31 per the Sourcewell Contract #113021-OKC-1, a copy of the proposal is attached hereto as "Exhibit 3"; 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 #113021-OKC-1, and Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment; 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 vehicles as identified in “Exhibit 1” be purchased utilizing competitive procurement methods and current agreements available for cooperative purchase, including, but not limited to, the Agreement awarded by Sourcewell Contract #113021-OKC-1, and Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment.

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 agreements available for cooperative purchase, at the time of purchase, including, but not limited to, the Agreement awarded by Sourcewell Contract #113021-OKC-1, and Florida Sheriff's Association (FSA) Contract No. FSA20-VEF14.01 Ambulances and Other Equipment; authorizing an expenditure in a cumulative amount not to exceed $2,944,052.31, from the appropriate accounts for all vehicles. The appropriate City Officials are further authorized to execute all appropriate agreements and do all things necessary to effectuate this Resolution.

SECTION 3: Funds totaling $3,039,449.75 in the Fire Rescue Fund for the purchase of the equipment as identified in “Exhibit 1” respectively, and for the

refurbishment / remount of two ambulances, and the purchase of new fire equipment, as identified in “Exhibit 2” and “Exhibit 3”, respectively.

SECTION 4: A cumulative expenditure in the amount of $2,878,846.31 for said purpose from the appropriate accounts is hereby authorized.

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

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

The remainder of this page is intentionally left blank

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

PASSED, ADOPTED AND APPROVED this_____day of_____ , 2023.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: VICE MAYOR. BOLTON	_____
DIST 2: COMM. WRIGHT, JR.	_____
DIST 3: COMM. VILLALOBOS	_____
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

FY 2023 - FY 2025 CAPITAL FIRE-RESCUE EQUIPMENT DEPARTMENT (ORIGINAL BUDGET)	Unit #	FUNDING SOURCE	PROJECT #	ACTUAL COST	PROJECT NO	PROJECT BUDGET	BUDGET SURPLUS
Fire Operations							
2012 Quint 41: 78' Aerial	359	Fire Res Fund 301-4520	CV24F	$ 1,298,282			
Fire Apparatus for FS36 (1st)	TBD	Fire Res Fund 301-4520	CV23F	$ 869,906			
Dealer Provided Equipment for above listed vehicles	N/A	Fire Res Fund 301-4520	CV23F	$ 20,000	CV21F	$ 839,449.75	
2016 Rescue/Ambulance 36 Quad Cab	369	Fire Res Fund 301-4520	CV25F	$ 345,329	CV23F	$ 1,200,000.00	
2016 Rescue/Ambulance 15 Quad Cab	370	Fire Res Fund 301-4520	CV25F	$ 345,329	CV24F	$ 1,000,00.00	
				$			
				$ 2,878,846.31		**$ 3,039,449.75**	**$ $160,603.44**
		FIRE FUND 301	**FY TOTAL**	**$ 2,878,846.31**	**-**	**$ 3,039,449.75**	**$ $160,603.44**
			Count		**5**		

IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 02062023

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: February 6, 2023 ("Proposal Date") **Customer: Tamarac Fire Rescue** ("Customer")

Customer Address: 6000 Hiatus Road, Tamarac, FL 33321

Qty	Product Description & Options	Price
2	**Remount and refurbish Horton ambulances 15394 & 16188 on to 2023 International MV607. Crew Cab chassis, Per the attached specifications.**	**$306,879**
2	**Stryker Power Load Systems**	**$38,450**
	Pricing based on Florida Sheriff's Association Contract # FSA20-VEF14.01	
	Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. **Total:	**$690,658**

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 **24-30** (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: Lead-time is based on chassis delivery.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

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: **Tamarac Fire Rescue**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: Michael Day

Title: **Authorized Sales Representative**

Print: **Michael Day**

Date: **February 6, 2023**

EXHIBIT A

PROPOSAL OPTION LIST

OSAGE INDUSTRIES, INC.
2024 AMBULANCE REMOUNT

194 County Road 302 Offic
Linn, MO 65051 Fa

Date: **11/22/2022**

Dealer Name: **Ten-8 Fire & Safety**

Selling Dealers Name:

Address:

City/State/Zip:

Phone:

Customer Information

Name: **Tamarac Fire Rescue**

Contact: **Jeff Lopez** Cell #:

Address:

City/State/Zip:

Email:

Phone:

Fax:

Fleet #:

Summary Proposal And Terms

New Chassis Description: 2023 International Crew Cab

New Remount Stock:

New Truck VIN:

Refurb and Remounting - Box Manufacturer: Horton

Trade In of Old Chassis - Make _____ Year _____ Mileage _____

Old Chassis VIN:

Condition: Overall good shape

Net Price:

TERMS ARE F.O.B. LINN, MO

Delivery anticipated to be ____days from the receipt of the unit to be remounted, new chassis and customer-supplied equipment.

Note: Signature of an Osage Dealer or Authorized Agent for an Osage Dealer Endows Responsibility for Full Payment within Three (3) Days of Completion.

Signature of Osage Dealer or Authorized Agent of Ambulance Service

Signature of Authorized Representative of Osage Ambulance

Qty	
1	MV607 Crew Cab (see attached, must be built in 2023 to hold current price)
1	Freightliner or International Medium Duty Remount Standard Package (Going back on same type chassis) ***NOTE: Includes Cab Steps & External Condenser***
Qty	**SECTION 1 - LED LIGHTS**
1	Whelen 600 LED Rear Arrows **Pair** (on the rear, includes chrome flange)
1	Whelen 600 LED Rear Brake/Tail **Pair** (on the rear, includes chrome flange)
1	Whelen 600 LED Rear Reverse Lights **Pair** (includes chrome flange)
2	Whelen ION-T w/Chrome Flange **Grill Lights (pair)**
1	Whelen ION-T w/Chrome Flange **Intersection Lights (pair)**
2	Whelen ION-T (**Pair**) over rear wheels & on tank cover under cab doors
2	Pioneer Spot & Flood w/Flange (Scene Light) PCPSM2C
Qty	**SECTION 3 - LIGHT AND LENSES**
16	Whelen 9x7, 7x3 or 6x4 Lens Replacement
8	Whelen 9x7 Chrome Flanges for LED lights each
6	Whelen 9x7 Chrome Flanges for scene lights each
16	Whelen Light Gaskets (only) each
1	Zico Angled Reverse Lights Polished Aluminum (Per Pair)
10	Whelen strip light Red or Amber
1	Techniques LED Strip Lights in all Ext. Compartments
Qty	**SECTION 4 - SIREN AIR HORNS**
1	Whelen 295 HFSC 9, Dual Tone
1	Whelen Howler (Only available with Whelen Siren)
Qty	**SECTION 5 - SWITCHPANEL, INVERTER, CHARGES, SHORELINES**
1	Vanner 1000 Inverter / Battery Conditioner 1050
2	Kussmaul Auto Eject Shoreline Plug, 20 Amp
2	Shoreline Indicator at Shoreline
1	Power Exhaust Vent Fan Replacement

Qty	
1	Replace Electrical System with Push Button Weldon V-Mux System with Load Management and Seqencing Includes **•Wire harnesses** **•Magnetic door switches** **•Full set of diagnostic screens (w/ Vista IV upgrade only)** **•Truck information screen (w/ Vista IV upgrade only)** **•Up to 10 intensities on dome lights (off-hi-lo is standard)** **•Up to 10 speeds on exhaust fans (off-on is standard)** **•Up to 10 speeds on HVAC fan (off-on is standard** **•Custom flash patterns** **•Side scene on in reverse** **•Brake override** **•Custom load sequencing (on or off)** **•Custom load shedding** (Standard System Found in New Osage Truck) (6-year, 72,000 mile warranty)
1	Upgrade Switches to Vista IV Screens (2)
1	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)
1	O2 Sensor for V-MVX System (Requires Ordering M-14) (w/Vista IV Upgrade Only)
1	Park brake override switch
1	Rear flashers on in reverse
Qty	**SECTION 7 - INTERIOR**
1	Remove Old Flooring, Replace wood sub floor, Inspect Aluminum and repair reseal to exterior. Replace with Seamless one-piece Lon Plate Flooring with New Trim and Cot Mount Plates, Replace stainless sill's & skid tape Specify Color: _____
1	Composite Subfloor In Place of Wood (upgrade)
1	Sand & Polish Stainless Steel on Left Wall & Squad Bench
1	EVS EMT w/Child Seat and 3-pt Seatbelts w/New Base
Qty	**INTERIOR**
3	Remove Entry Door Panel and Replace with Laminated Aluminum and Bottom 1/3 Diamond Plate (each door)
1	Recover all colored pads in Osage box-Vinyl (**Doesn't incl. EVS Seat Pads**)
Qty	**INTERIOR**
1	Clean or replace all interior hardware and formica if needed
Qty	**SECTION 8 - COT MOUNTS, STAIR CHAIR, MONITOR BRACKETS**
1	Stryker Center Cot Mount Center Rail ONLY (Includes Under Body Plates and power supply wiring)
Qty	**SECTION 9 - HVAC SYSTEM**

Qty	
1	Danhardt 110 V Heat / Cool Unit Installed in front wall cabinet (comes with 30 amp twist-lock)
1	Auxiliary condenser upgrade 3 fan system mounted on front of box 60,000 BTU
Qty	**SECTION 11 - OXYGEN / SUCTION**
1	Zico Hydraulic O2 Bracket (M or H Cylinder) (Note: Requires ordering Electric O2, Amico Digital O2 gauge w/ Regulator if not equiped)
1	Sscor Suction Unit
Qty	**SECTION 12 - EXTERIOR**
1	Cab Running Board with Grip Strut Inserts
1	Rear Step Bumper with Flip-Up Center Section
1	Diamond Plate Rear Full Width
1	Diamond Plate Stone Guards Front (pair)
1	Diamond Plate Overlay Double Step and Sides at Side Entry
1	Rubber Wheel Fenders
1	Disassemble Compartments Door, Repair and Grease All Latches and Replace Door Switches **(Included in Module Repaint)**
Qty	**EXTERIOR**
2	Gas Strut Hold Opens Replacements (8 new ones included in standard package)
1	Door Window Hehr Replacement Sliding Glass(each)
2	Door Window Hehr Replacement Fixed Glass(each)
1	Reflective Tape in Osage Rub Rail Color:_____)
1	Aluminum Rub Rails (each) Osage Style
18	Nader Pin (each)
1	Cast rear door grabbers (pair)
Qty	**EXTERIOR**
Qty	**SECTION 13 - PAINT, TAPE, LETTERING**
1	Sandblast all original paint including door jams and repaint with PPG paint (see procedure for details). (Does not include Re-Lettering) 151" Box or longer (includes New LED clearance lights, door switches, any bad rotary latches and rusted Nader pins)
1	**Paint any color other than White**, Includes Red, Yellow, Blue, Silver ect.
1	Wet-sand and Buff Paint on 151" Box or over
1	Paint Cab and Box - Two Colors (Door Jams Included)
1	6" Oracal Reflexite Cheron Two-Color Around Rear Doors
1	6" Chevron Oracal Reflexite Two-Color Rear Doors
1	Credit on box repaint with no painted striping
1	Graphics to match current fleet

Prepared For:
Ten-8; Tamarac Fire Rescue, FL
Michael Day
141 Maritime Dr.
Sanford, FL 32771-6319
(407)328 - 5081
Reference ID: MVLP 4-DR

Presented By:
CUMBERLAND INTERNATIONAL TRUCKS, FL
Sally Wilson
5221 WEST HIGHWAY 40
OCALA FL 34482 -
(352)732-8151

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2024 MV607 SBA LP (MV60H)

AXLE CONFIG:	4X2
APPLICATION:	Ambulance
MISSION:	Requested GVWR: 20000. Calc. GVWR: 25500. Calc. GCWR: 55000 Calc. Start / Grade Ability: 50.33% / 4.27% @ 55 MPH Calc. Geared Speed: 83.3 MPH
DIMENSION:	Wheelbase: 217.00, CA: 106.00, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 270} EPA 2021, 270HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 EVS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-17-14X-3DFL} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.33
CAB:	Conventional 6-Man Crew Cab
TIRE, FRONT:	(3) 255/70R22.5 Load Range H XZE (MICHELIN), 563 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 255/70R22.5 Load Range H XZE (MICHELIN), 563 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, AIR, SINGLE:	{International IROS} 15,500-lb Capacity, 5.3" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60H00	Base Chassis, Model MV607 SBA LP with 217.00 Wheelbase, 106.00 CA, and 96.00 Axle to Frame.	5460/2756	8216
1570	TOW HOOK, FRONT (2) Frame Mounted	9/-1	8
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	Notes : Pricing may change if axle configuration is changed.		
1CAA	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312" (231.8mm x 77.8mm x 8.0mm); with Transition to 6.500" x 3.062" x 0.312" (165.1mm x 77.8mm x 8.0mm); 388.4" (9864mm) Maximum OAL, For LP Chassis	0/0	0
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LNN	BUMPER, FRONT Contoured, Steel, Chrome Plated	0/0	0
1SAL	CROSSMEMBER, REAR, AF (1)	0/20	20
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)	0/0	0
2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity	42/0	42
3770	SPRINGS, FRONT AUXILIARY Rubber	10/0	10
3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers	25/0	25
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	-25/-25	-50
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	1/1	2
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	4/1	5
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve	20/-3	17
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	16/0	16
4EXS	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 24/30 SqIn Spring Brake	0/35	35
4EYD	AIR DRYER SHIELD to Protect from Debris	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	0/0	0
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	36/2	38
4VLA	AIR TANK LOCATION (3) : One Mounted Parallel Under Left Rail, Back of Cab, Two Mounted Under Battery Box, Outside Left Rail, Under Cab	36/16	52
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4WGU	AIR SUPPLY, AUXILIARY {Schrader} Valve; Mounted in Engine Compartment	0/0	0
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	77/0	77
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/195	195
5710	STEERING COLUMN Tilting and Telescoping	16/3	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	29/-7	22
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	8/20	28
7BMJ	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	66/57	123
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
7WBA	TAIL PIPE (1) Turnback Type, Bright	4/5	9
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	11/13	24
7WCR	EXHAUST HEIGHT 10' 11"	2/0	2
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8540	HORN, ELECTRIC (2) Trumpet Style	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8GXK	ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense	18/-1	17
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/ Turn	2/0	2
8MSL	BATTERY SYSTEM {Fleetrite 31-PC2120 AGM} Maintenance-Free, (3) AGM 12-Volt 2775CCA Total, Top Threaded Stud	38/63	101
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	6/2	8
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	8/2	10
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	2/1	3
8TUU	BATTERY CABLES with 1 Auxiliary Battery Post, Positive	0/0	0
8VUW	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab in Rearward Position or Back of DEF Tank	-7/7	0
8WBW	JUMP START STUD Remote Mounted	2/0	2
	Includes : JUMP START STUD Mounted to Battery Box		
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA	0/1	1
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	1/0	1
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	7/1	8
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8WZP	INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch	1/0	1
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel	1/0	1

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8XHV	BATTERY DISCONNECT SWITCH for Cab Power Disconnect Switch, Disconnects Power to Power Distribution Center (PDC) and Body Builder Through Solenoid, Does Not Disconnect Charging Circuits, Locks with Padlock, Cab Mounted	10/3	13
8XKM	SWITCH, AIR HORN, PASSENGER Fire Truck Application; Momentary Switch Located in Instrument Panel Close to Passenger, Driver Also To Activate Switch with Lanyard	0/0	0
8XME	HORN, AIR (2) Emergency, Chrome, Hood Mounted, with Lanyard Pull Cord	11/0	11
8XMM	LIGHT, WORK, MTD UNDER HOOD (2) LED, Activates with Hood Open	0/0	0
8XPA	HEADLIGHTS LED, with Daytime Running Lights, Automatic Twilight Controlled	4/-1	3
9AAC	LOGOS EXTERIOR Model Badges, Shipped Loose, Located in Cab	0/0	0
9AAH	LOGOS EXTERIOR, ENGINE Badge Shipped Loose	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9HCZ	GRILLE Stationary, Molded in Black, with Chrome Surround	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	Includes : PAINT SCHEMATIC ID LETTERS "WP"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10VAA	KEYS - ALL ALIKE, ADDITIONAL 3 Keys	0/0	0
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension	12/0	12
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12ESK	ENGINE, DIESEL {Cummins L9 270} EPA 2021, 270HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)	573/-9	564
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0
	Includes : FAN Nylon		
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023	0/0	0
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	2/0	2
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCA	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 837 SqIn Louvered, with 477 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	0/0	0
13BCU	TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor	203/80	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUD	ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS), Rescue, Ambulance, Package Number 170	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO	0/0	0
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab	3/5	8
14ANP	AXLE, REAR, SINGLE {Meritor MS-17-14X-3DFL} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.33	0/207	207
14TBM	SUSPENSION, REAR, AIR, SINGLE {International IROS} 15,500-lb Capacity, 5.3" Ride Height, with Shock Absorbers	0/-10	-10
14WAS	SUSPENSION LEVELING VALVE Dual Height; One Additional, for Air Ride Suspension	0/2	2
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	0/-1	-1
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
15SGK	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Right Side, Under Cab	6/-5	1
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15WTM	AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank	0/0	0
16196	CAB Conventional 6-Man Crew Cab	104/250	354
	Includes : CLEARANCE/MARKER LIGHTS (5) Flush Mounted		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)		
16GHV	GRAB HANDLE, CAB INTERIOR (4) Safety Yellow, Crew Cab	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	1/1	2
16LKA	SEAT, REAR {National 2000} Two Individual Outboard Seats, NFPA Compliant, Air Suspension, High Back, Vinyl, Isolator, with 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Lumbar, with 18" Wide Cushion and 20" Seat Back	105/67	172
16PPN	SEAT, PASSENGER {National 2000} Air-Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Dual Shocks	65/39	104
16SAP	GRAB HANDLE, ADDITIONAL EXT (1) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, Mounted Left Side, Rear of Rear Door, for Crew Cab	2/1	3
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16SSU	MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5" Flat Glass, Includes 8" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VAH	CUP HOLDERS Omit, In Instrument Panel	-2/0	-2
16VCA	SEAT BELT All Red; 4 to 6	0/0	0
16VDZ	KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes Two Key Fobs (Transmitters)	1/0	1
16VKM	CAB INTERIOR TRIM Diamond, for Crew Cab	0/0	0
	Includes		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	41/1	42
16VUY	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 4x2 Axle Configuration, Does Not Include Lift Axles or Spare Wheels	9/2	11
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WBZ	ARM REST, LEFT, PASSENGER SEAT	3/0	3
16WJV	WINDOW, POWER (4) And Power Door Locks, Front and Rear Doors, Left and Right, Includes Express Down Feature	10/0	10
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16WSE	LOW WASHER FLUID INDICATOR	1/0	1
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	14/3	17
16ZBU	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Crew Cab	22/71	93
26DUW	WHEEL, SPARE, DISC {Accuride 51408} 22.5x8.25 Rims, Powder Coat Steel, 10-Stud, 285.75mm BC, Hub-Piloted	0/67	67
27DWT	WHEELS, FRONT {Accuride 43644} DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-42/0	-42
28DWT	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-84	-84
29007	TIRE, SPARE Equal to Model Standard	0/94	94
29BAG	WHEEL, REAR, IDENTITY Replace Inner Aluminum Wheels on Rear Duals with the Equivalent Steel Wheels - For Use with Hub Piloted Wheels Only	0/59	59
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
60ACW	BDY INTG, I/O EXP HARNESS {for Diamond Logic Builder} In-Cab wire harness (DLB) program only, Includes a harness with five blunt cut wires routed on lower left of instrument panel. Two ground active inputs and two (.5Amp) relay drivers outputs are provided	0/0	0
7652523253	(3) TIRE, FRONT 255/70R22.5 Load Range H XZE (MICHELIN), 563 rev/mile, 75 MPH, All-Position	60/0	60
7652523253	(4) TIRE, REAR 255/70R22.5 Load Range H XZE (MICHELIN), 563 rev/mile, 75 MPH, All-Position	0/80	80

Services Section:

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
	Total Component Weight:	**7248/4100**	**11348**

Body/Allied Equipment

Code	Description	F/R Wt	Tot Wt

Goods Purchased

Code	Description	F/R Wt	Tot Wt
	Steel surcharge	0/0	0
	K-Tech ship through..	0/0	0
	Tire surcharge	0/0	0
	Furnish & Install Front IPD (Roadmaster) Sway Bar	0/0	0
	Drivers Side Foot Switch for Factory installed Hood Mounted Air Horns	0/0	0
	WB Modification to 108" C/A WITH 91" A/F CUT	0/0	0
	CROSSFIRE TIRE INFLATION SYSTEM	0/0	0
	PDI & Programming	0/0	0
	Furnish loose A/C tie in parts in Cab	0/0	0
	Force match balance all tires and align front axle. Radial run out must be less than .03" max. allowable balance weight cannot exceed 2% of dry tire & wheel weight. To be done on Hunter Force Balancer.	0/0	0
	LIGHTED BUMPER GUIDES	0/0	0
	Furnish & Install Rear IPD (Roadmaster) Sway Bar	0/0	0
	Auxiliary Air Tank for Air Horns	0/0	0
	Auxiliary A/C Compressor for Cummins L9 Engine	0/0	0
	Red Dot A/C - mounted between driver & passenger seats on cab floor	0/0	0
	Total Goods Purchased:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

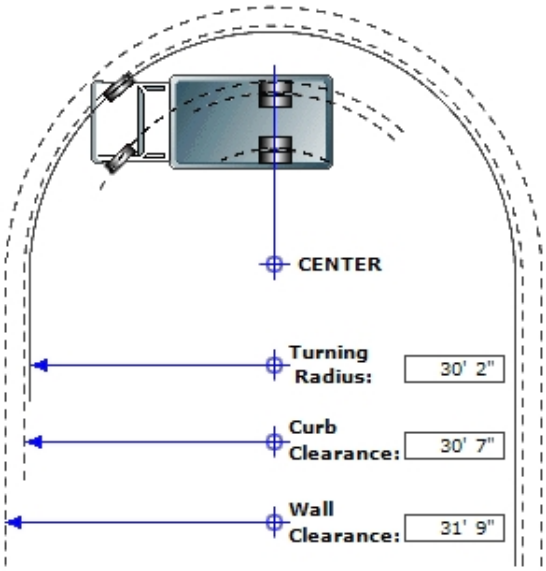
(0012ESK)
ATTACHMENTS: 0012VXU 0012TSY 0007WZX 0007SCP

Parameter	Value	UOM
Max Accelerator Vehicle Speed	75	MPH
Road Speed Governor Upper Droop	3	MPH
Road Speed Governor Lower Droop	0	MPH
Max Engine Speed No Veh Speed Sensr	1954	RPM
Fuel Economy Adjustment Factor	4, MAXIMUM FUEL ECONOMY	N/A
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	75	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	3.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Ovrspd Retard Activation Enable	N, DISABLE FEATURE OR FUNCTION	N/A
CC Overspeed for Max Retarder	0.0	MPH
CC Overspeed for Min Retarder	0.0	MPH
Retarder - Min Vehicle Speed	10	MPH
Retarder - Delay Time	0.5	SEC
Retarder - Service Brake Activation	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	2200	RPM
PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2400	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	925	RPM
PTO Set Switch Speed	850	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC

Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrspeed1	82	MPH
Trip Information Vehicle Ovrspeed2	84	MPH
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A
Predictive Gear Shifting	N, DISABLE FEATURE OR FUNCTION	N/A

These Electronic Parameters have been successfully finalized

Turning Radius Summary
2024 MV607 SBA LP (MV60H)



Series:	MV
Model:	MV60H
Description:	MV607 SBA LP
Model Year:	2024

Calculation Factors

Wheelbase:	217
Front Axle:	0002ASH
Description:	AXLE, FRONT NON-DRIVING, {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
Front Wheel:	0027DWT
Description:	WHEELS, FRONT, {Accuride 43644} DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
Front Tire:	07652523253
Description:	TIRES, 255/70R22.5 Load Range H XZE (MICHELIN), 563 rev/mile, 75 MPH, All-Position
Steering Gear:	0005PSA
Description:	STEERING GEAR, {Sheppard M100} Power

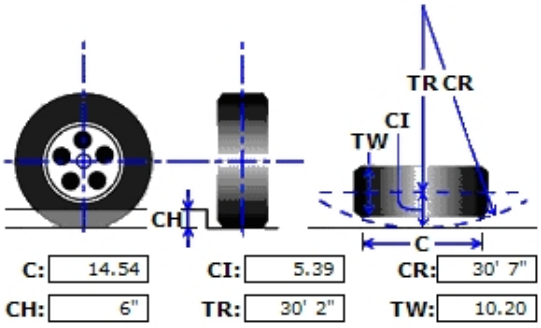
Turning Radius Statistics

General Information

Inside Turn Angle:	50 Degrees
Radial Overhang:	19

Axle Information

KingPin Inclination:	6.25 Degrees
KingPin Center:	69



Turning Radius - Curb View

C	- Curb Contact Length:	14.54
CI	- Curb Clearance Increment:	5.39
CR	- Curb Clearance Radius:	30'7"
CH	- Curb Height:	6"
TR	- Turning Radius:	30'2"
TW	- Tire Width:	10.20

* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

EXHIBIT B

WARRANTY

Emergency Vehicle Limited Warranty

REMOUNT

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Purchaser Only that this ambulance remount work shall be free from defects in workmanship and materials used in the remount process for a period as follows:

A. For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the purchase, Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a remount vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will not assume liability or responsibility for components, which are reused. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include all wiring, terminals and connections and general design concept used by Osage Industries, Inc. at the time of the remount. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. These warranties shall be limited to component manufacturer's policies. Osage will not assume liability or responsibility for components, which are reused.

C. Paint—For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the purchase, Osage Industries, Inc., will cover the cost of labor and materials on repairs ONLY to the module body paint, and cab stripe, if Osage has done a total repaint. Pinstripe is covered for a period of Six (6) months. Warranty covers cost of parts and labor, providing problem is agreed upon by both parties (purchaser and seller) to be a manufacturing defect.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or a repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or the repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

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, associated equipment or an ambulance.
   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, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   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 or for ambulance sales, the Quotation, or Order Form, as applicable), 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.

    a. Fire Equipment and Apparatus Sales. 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.

    b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

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 (h) 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.

IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 888/890

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: January 23, 2023 ("Proposal Date") **Customer: City of Tamarac Fire Rescue** ("Customer")

Customer Address: 6000 Hiatus Road Tamarac FL 33321

Qty	Product Description & Options	Price
	The vehicles below are based on Sourcewell Contract #113021-OKC-1	
1	**Pierce 75' PUC Quint 7010 Enforcer Model ID 244 with customer options per bid 889**	**$1,298,281.89**
1	**Pierce HDRP 7010 Enforcer Model ID 1801 with customer options per bid 888**	**$869,906.42**
1	**Dealer provided equipment (STF) for both units.**	**$20,000.00**
	Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. **Total:	**$2,188,188.31**

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 **24** (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 **30** days from date of proposal, the right is reserved to withdraw this proposal.

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: _____

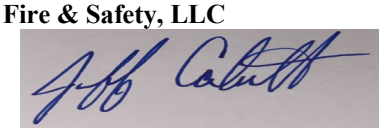
By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: 

Title: **Authorized Sales Representative**

Print: **Jeff Calcutt**

Date: **1/23/2023**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

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   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
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   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   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 or for ambulance sales, the Quotation, or Order Form, as applicable), 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.

    a. Fire Equipment and Apparatus Sales. 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.

    b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

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 (h) 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.

Fire Department Vehicle Replacement Program

City Commission Meeting February 22nd, 2023

TAMARAC

The City For Your Life



What vehicles are we replacing and adding?

Replacement of 2012 E-ONE 78' Aerial HP78 TYPHOON

(Mileage 82,078)

Adding a New Fire Truck for Station 36

Replacement of 2 Rescue Units

2013 Horton Model 623 Ambulance
(Mileage 108,152)

2014 Navistar 623-1
(Mileage 120,043)





Cross Functional Committee – Fire Apparatus & Rescue Units

- BC D. Cerny
- Capt. D. Greenstein
- DE R. Hudanich
- DE C. McCarthy
- FF J. Scott
- FF J. Barrios (Committee Chair)
- Fleet members participated in initial meetings


City of Tamarac
Fire Rescue Station 15
TAMARAC FIRE RESCUE

Vendor Selection

- Pierce provided a proposal and a final quote for both an Aerial and Engine
- E-ONE also provided initial proposal with no follow up for a final quote for Aerial and Fire Engine
- Ten-8 Presented the Re-mount option proposal

- The committee selected :
  - Pierce Fire Trucks
  - Ten-8
    - Superior Product and Reputation
    - Exceptional customer service and responsiveness

Remount Horton Rescues 2023 International MV607 Chassis (X2)

- Contract: Florida Sheriff Association #FSA20-VEF14.01
- Features:
  - New 2023 International Chassis
  - New Stryker Power Load System x 2
  - New Wire Harness from front to rear compartment
  - Uniformity of Fleet
  - Recycle Rear-Compartment
  - Cost savings $450K per unit versus $306K



Pierce 75’ PUC Quint
7010 Enforcer Model Id 244

- Contract: Sourcewell #113021-OKC-1
- Features:
  - PUC Pump 2000 gpm’s
  - Extra Compartment Space
  - 500 Gallon water tank
  - Command Zone (operates lights, electrical system, and diagnosis)
  - Cummins Engine (Same as current fleet)
  - Vinyl Interior (Ease of Cleaning)
  - AC has internal purification system



Pierce Engine HDRP
7010 Enforcer Model Id 244

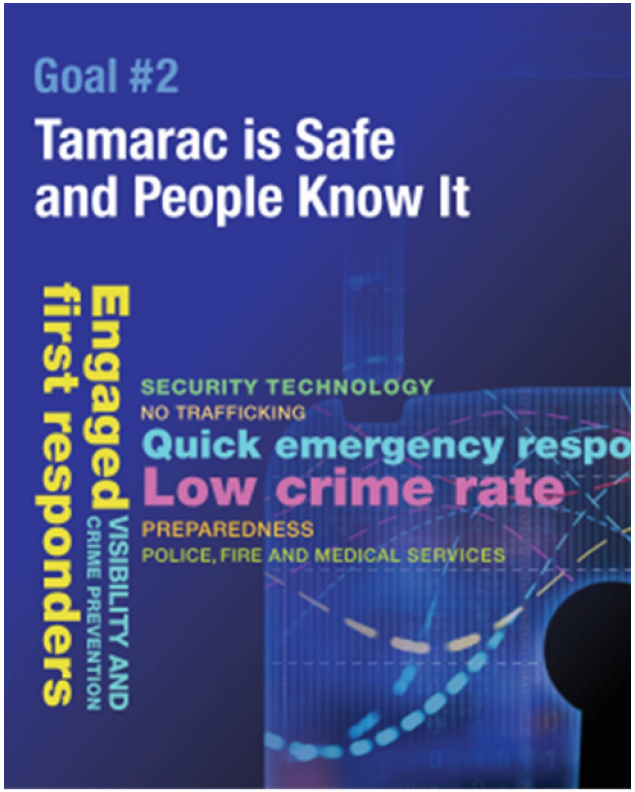


- Contract: Florida Sheriff Association #FSA20-VEF14.01
  - Unique Features:
    - Increased compartmental space
    - LED Lighting throughout no need for a generator
    - Waterous Pump 2000 gpm's
    - 750-gallon water Tank
    - Vinyl seating for ease of cleaning
    - AC Purification system



Fiscal Impact

DESCRIPTION	Cost
Refurbish / Remount Ambulances (2) - Includes (2) Stryker Power Load Systems	**$690,658.00**
New Fire-Rescue Equipment (75' Aerial Ladder Truck & HDRP) Includes $20,000 for additional equipment	**$2,188,188.31**
Total Fire Rescue Equipment Purchase	**$2,878,846.31**



Questions

Committed to Excellence… Always

TAMARAC
The City For Your Life

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Collette Tibby

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 13878

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR13878 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a vacation of easement petition in an effort to vacate two (2) utility easements located on the Tamarac Water Treatment facility property, more specifically located at 7803 NW 61 Street, as further described in the legal description attached hereto as Exhibit "A" and Exhibit "B"; (Case No. 4-P-22); providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Vacation of Easement application for the continued development of the Tamarac Water Treatment Plant Control Building project at its February 22, 2023 meeting (see attached Temp Resolution No. 13878).

BACKGROUND: The applicant requests to vacate two (2) utility easements that are located at the Tamarac Water Treatment Facility on the northwest corner of NW 77 Way and NW 61 Street at 7803 NW 61 Street (see Aerial Photograph above and attached Location Map). The existing easements are not necessary for the construction of the new Water Treatment Plant Control Building due to the easements being established prior to the proposed improvements of the subject property. Attached Exhibit "A" – 12' FPL Easement to be Vacated and Exhibit "B" – 10' Utility Easement to be Vacated provide a more detailed description and location of the easements to be vacated.

ISSUE: John Doherty, designated agent for the property owner, City of Tamarac, is requesting approval of a Vacation of Easement application to vacate two (2) utility easements that were previously granted for electrical infrastructure by

separate instrument and by the Tamarac Utilities Plat No. One plat (see attached Interoffice Memorandum dated December 6, 2022), located in the parcel of land (generally shown in the Aerial Photograph below) as described in the attached legal description (see attached Exhibit “A” – 12’ FPL Easement to be Vacated and Exhibit “B” – 10’ Utility Easement to be Vacated).

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

1 - Tamarac Water Treatment Plant Control Building VOE Memo CC MM_reviewed.docx
2 - TR13878 Resolution - Tamarac Water Treatment Control Building Vacation of Easement.doc
2 - Exhibit A - 12 foot FPL Easement to be Vacated.pdf
2 - Exhibit B - 10 foot Utility Easement to be Vacated.pdf
3 - Interoffice Memorandum 12-6-22.pdf
4 - Location Map.pdf
5 - Letters of No Objection.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM 23-01-002

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn,
City Manager

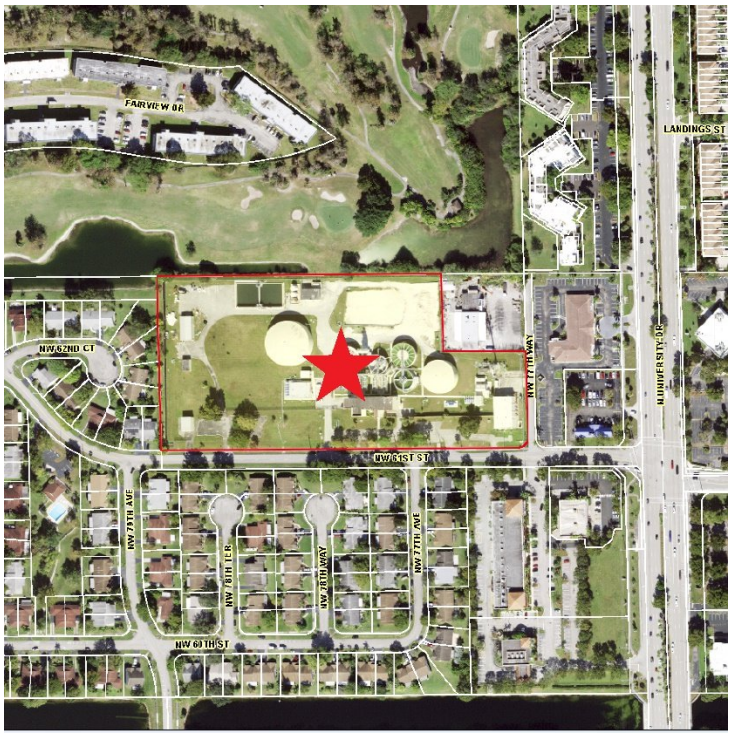
FROM: Maxine A. Calloway,
Director of Community Development

DATE: February 8, 2023

RE: Tamarac Water Treatment Plant Control Building – Vacation of Easement;
TEMP RESOLUTION NO. 13878; CASE#: 4-P-22

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Vacation of Easement application for the continued development of the Tamarac Water Treatment Plant Control Building project at its February 22, 2023 meeting (see attached Temp Resolution No. 13878).

ISSUE: John Doherty, designated agent for the property owner, City of Tamarac, is requesting approval of a Vacation of Easement application to vacate two (2) utility easements that were previously granted for electrical infrastructure by separate instrument and by the Tamarac Utilities Plat No. One plat (see attached Interoffice Memorandum dated December 6, 2022), located in the parcel of land (generally shown in the Aerial Photograph below) as described in the attached legal description (see attached Exhibit “A” – 12’ FPL Easement to be Vacated and Exhibit “B” – 10’ Utility Easement to be Vacated).



Aerial Photograph

BACKGROUND: The applicant requests to vacate two (2) utility easements that are located at the

Tamarac Water Treatment Facility on the northwest corner of NW 77 Way and NW 61 Street at 7803 NW 61 Street (see Aerial Photograph above and attached Location Map). The existing easements are not necessary for the construction of the new Water Treatment Plant Control Building due to the easements being established prior to the proposed improvements of the subject property. Attached Exhibit "A" – 12' FPL Easement to be Vacated and Exhibit "B" – 10' Utility Easement to be Vacated provide a more detailed description and location of the easements to be vacated.

ANALYSIS: To facilitate the continued improvement of the Tamarac Water Treatment Facility, the two (2) utility easements need to be vacated as these easements are an impediment to the development plans for the Tamarac Water Treatment Plant Control Building project. Before an easement, or any portion of an easement, is abandoned by a public agency, all public interest in it must first be extinguished. Public interest can include, but is not limited to, maintaining an appropriate traffic circulation system, maintaining adequate landscaping, and ensuring that utility and access easements remain available if needed.

1. **Consistency with City of Tamarac Comprehensive Plan –** The request is consistent with the City of Tamarac Comprehensive Plan.

2. **Citizen Comments –** The Community Development Department has received no written comments about this application.

3. **Community Development Department Analysis** – Staff has no objections to the vacation of this easement as the proposed easement will have no detrimental impacts to the surrounding areas.

4. **Roadway Level of Service** – The utility easements requested to be vacated are presently all within the Tamarac Water Treatment Facility property. This vacation will have no impact on future transportation levels of service.

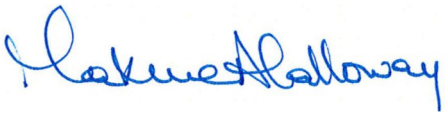
5. **Utility Easements** – The Community Development Department has received no objections from any utility companies (see attached Letters of No Objection).

6. **Landscaping** – The existing trees located adjacent to the easements to be vacated will remain and additional trees will be planted around the existing trees adjacent to the easement to be vacated.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The approval of the Vacation of Easement will allow for the redevelopment of the subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the City.

The Director of Community Development recommends that the Mayor and City Commission approve the Vacation of Easement application for the continued development of the Tamarac Water Treatment Plant Control Building project at its February 22, 2023 meeting.

FISCAL IMPACT: There will be no direct budgetary impact by the proposed Vacation of Easement.



Maxine Calloway,
Director of Community Development

Attachments: Temp Resolution No. 13629
Exhibit "A" – 12' FPL Easement to be Vacated
Exhibit "B" – 10' Utility Easement to be Vacated
Interoffice Memorandum dated December 6, 2022
Location Map
Letters of No Objection

MAC:RWJ

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A VACATION OF EASEMENT PETITION IN AN EFFORT TO VACATE TWO (2) UTILITY EASEMENTS LOCATED ON THE TAMARAC WATER TREATMENT FACILITY PROPERTY, MORE SPECIFICALLY LOCATED AT 7803 NW 61 STREET, AS FURTHER DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND EXHIBIT "B"; (CASE NO. 4-P-22); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, John Doherty, designated agent for the property owner, City of Tamarac, is requesting approval of a Vacation of Easement application to vacate two (2) utility easements that were previously granted for electrical infrastructure by the Tamarac Utilities Plat No. One plat and by separate instrument lying in a parcel of land as described in the legal descriptions within the attached survey (Exhibit "A" – 12' FPL Easement to be Vacated and Exhibit "B" – 10' Utility Easement to be Vacated, attached hereto are incorporated herein and made a specific part thereof); and

WHEREAS, the section of the subject Vacation of Easement was previously platted and designated by P.B. 101, PG 47, and was previously dedicated and designated by separate instrument as O.R.B. 3968, PG 971; and

WHEREAS, the City Engineer has been contacted and has stated no objection to the Vacation of Easement of the utility easements; and

WHEREAS, the Director of Community Development recommends approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to grant the Vacation

of Easement in order to vacate two (2) utility easements dedicated to the City by plat and by separate instrument lying in a parcel of land as described in the legal descriptions within the attached survey (Exhibit “A” – 12’ FPL Easement to be Vacated and Exhibit “B” – 10’ Utility Easement to be Vacated, attached hereto are incorporated herein and made a specific part thereof); located at 7803 NW 61 street, in order to accommodate the Tamarac Water Treatment Plant Control Building project.

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

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

SECTION 2: That the two (2) utility easements dedicated to the City by plat and by separate instrument, lying in a parcel of land located at 7803 NW 61 street, ARE HEREBY vacated.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2023.

_____
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. VILLALOBOS	_____
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

SKETCH & DESCRIPTION

12' FPL EASEMENT TO BE VACATED

A PORTION OF PARCEL 'A'
(P.B. 101, PG. 47, P.B.C.R.)
CITY OF TAMARAC

LAND DESCRIPTION:

An existing 12 foot Florida Power and Light easement being a portion of Parcel 'A', TAMARAC UTILITIES PLAT NO. ONE, according to the Plat thereof, as recorded in Plat Book 101, Page 47, of the Public Records of Broward County, Florida, being described as follows:

a 12 foot strip of land being 6.00 feet on each side of the following described centerline:

Commence at the Southwest corner of said Parcel 'A'; thence N89°35'05"E, along the south line of said Parcel 'A', 292.49 feet to the **Point of Beginning** of said centerline; thence N00°24'55"E, 102.00 feet to the **Point of Termination** of said centerline.

Said sidelines shall lengthen or shorten and be common with the south line of said Parcel 'A' to form a continuous strip of land.

Said lands lying in the City of Tamarac, Broward County, Florida.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, based on the south line of Parcel 'A' having a bearing of S88°59'24"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; FPL = Florida Power & Light Company; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J–17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 1/23/2023

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

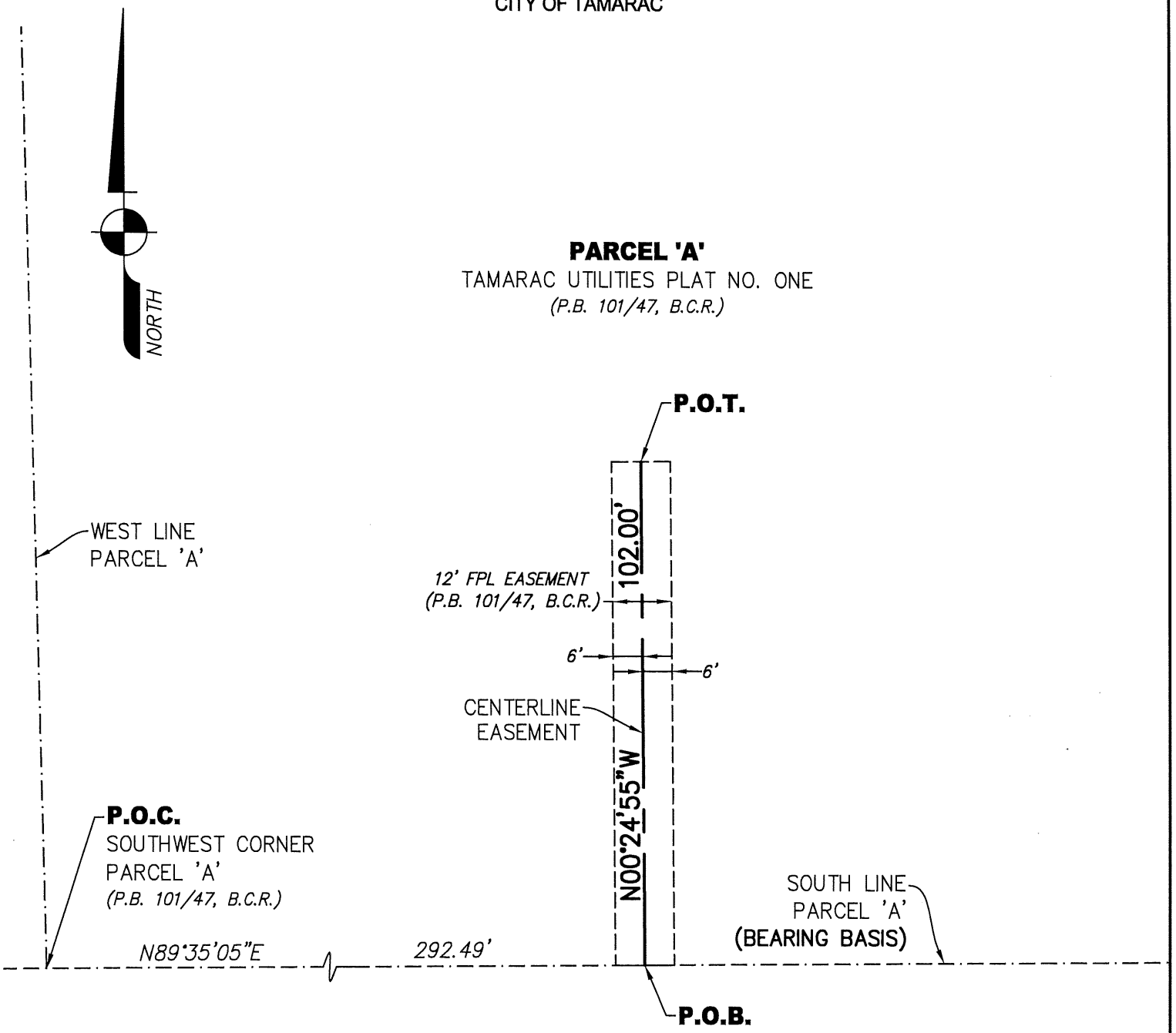
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JOB #:	8578-8F
SCALE:	–
DATE:	01/18/2023
BY:	W.R.E.
CHECKED:	J.T.D.
F.B. –	PG. –
SHEET:	1 OF 2

SKETCH & DESCRIPTION

12' FPL EASEMENT TO BE VACATED

A PORTION OF PARCEL 'A'
(P.B. 101, PG. 47, P.B.C.R.)
CITY OF TAMARAC



0 30 60

GRAPHIC SCALE IN FEET
SCALE: 1" = 30'

NOT VALID WITHOUT SHEETS 1 AND 2

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JOB #:	8578-8F
SCALE:	1" = 30'
DATE:	01/18/2023
BY:	W.R.E.
CHECKED:	J.T.D.
F.B. –	PG. –
SHEET:	2 OF 2

SKETCH & DESCRIPTION

10' UTILITY EASEMENT TO BE VACATED

(O.R.B. 3968, PG. 971, B.C.R.)

CITY OF TAMARAC

LAND DESCRIPTION:

A 10 foot Utility Easement, as recorded in Official Records Book 3968, Page 971, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northeast corner of Tract 9, of Section 9, Township 49 South, Range 41 East, according to Fort Lauderdale Truck Farms Subdivision, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, said corner being further described as being on the East line of Section 9; thence South 00°00'56" East, along the the East line of said Tract 9, a distance of 450.00 feet to a point; thence North 88°59'24" West along a line parallel to the North line of said Tract 9, a distance of 691.56 feet to the Point of Beginning; thence North 1°00'36" East, along a line perpendicular to the North line of said Tract 9, a distance of 100.00 feet to a point; thence North 88°59'24" West, a distance of 10.00 feet to a point; thence South 1°00'36" West, a distance of 100.00 feet to a point; thence South 88°59'24" East, a distance of 10.00 feet to the Point of Beginning.

Said lands lying in the City of Tamarac, Broward County, Florida.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon is in accord with Easement recorded in Official Records Book 3968, Page 971 of the Public Records of Broward County, Florida.
4. Bearings shown hereon are relative to the plat, based on the south line of Parcel 'A' having a bearing of N88°59'24"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J–17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 1/23/2023

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
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L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 AND 2

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(561) 392-2594 / www.AVIROMSURVEY.com

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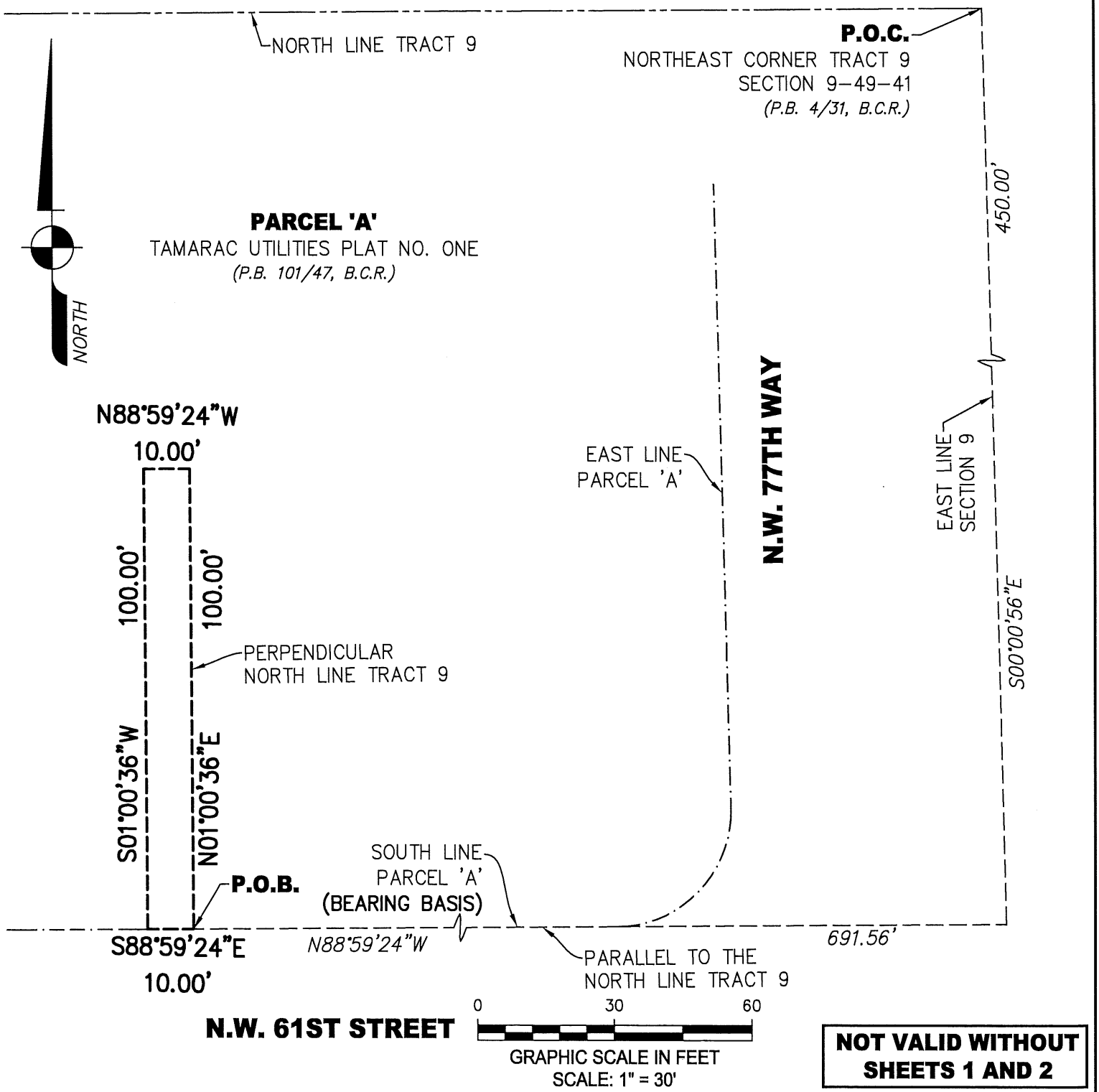
JOB #:	8578-8
SCALE:	–
DATE:	01/18/2023
BY:	W.R.E.
CHECKED:	J.T.D.
F.B. –	PG. –
SHEET:	1 OF 2

SKETCH & DESCRIPTION

10' UTILITY EASEMENT TO BE VACATED

(O.R.B. 3968, PG. 971, B.C.R.)

CITY OF TAMARAC



NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS

AVIROM & ASSOCIATES, INC.

SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102

BOCA RATON, FLORIDA 33432

(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	8578-8
SCALE:	1" = 30'
DATE:	01/18/2023
BY:	W.R.E.
CHECKED:	J.T.D.
F.B. –	PG. –
SHEET:	2 OF 2

City of Tamarac
Interoffice Memorandum
Public Services

To: Maher Mansour, Asst. Director Community Development

From: John E. Doherty, Acting Public Services Director

Date: December 6, 2022

Re: Water Treatment Plant – Easement Vacations

Recommendation:
I recommend the Vacation of Existing Easements on the Water Treatment Plant (WTP) property that are no longer required and will conflict with elements of the forthcoming Administration/Control Building Capital Improvement Project.

Issue:
The construction of the new Administration/Control Building on the WTP site conflicts with two existing utility easements on the site. There are no services in these easements and the easements are no longer needed.

Background:
The City of Tamarac has recently completed the design of the new Administration/Control Building at the WTP site, together with site drainage system improvements. These two easements are no longer needed to provide services to the site and new structures are planned to be constructed at each easement location; therefore, these easements must be vacated.

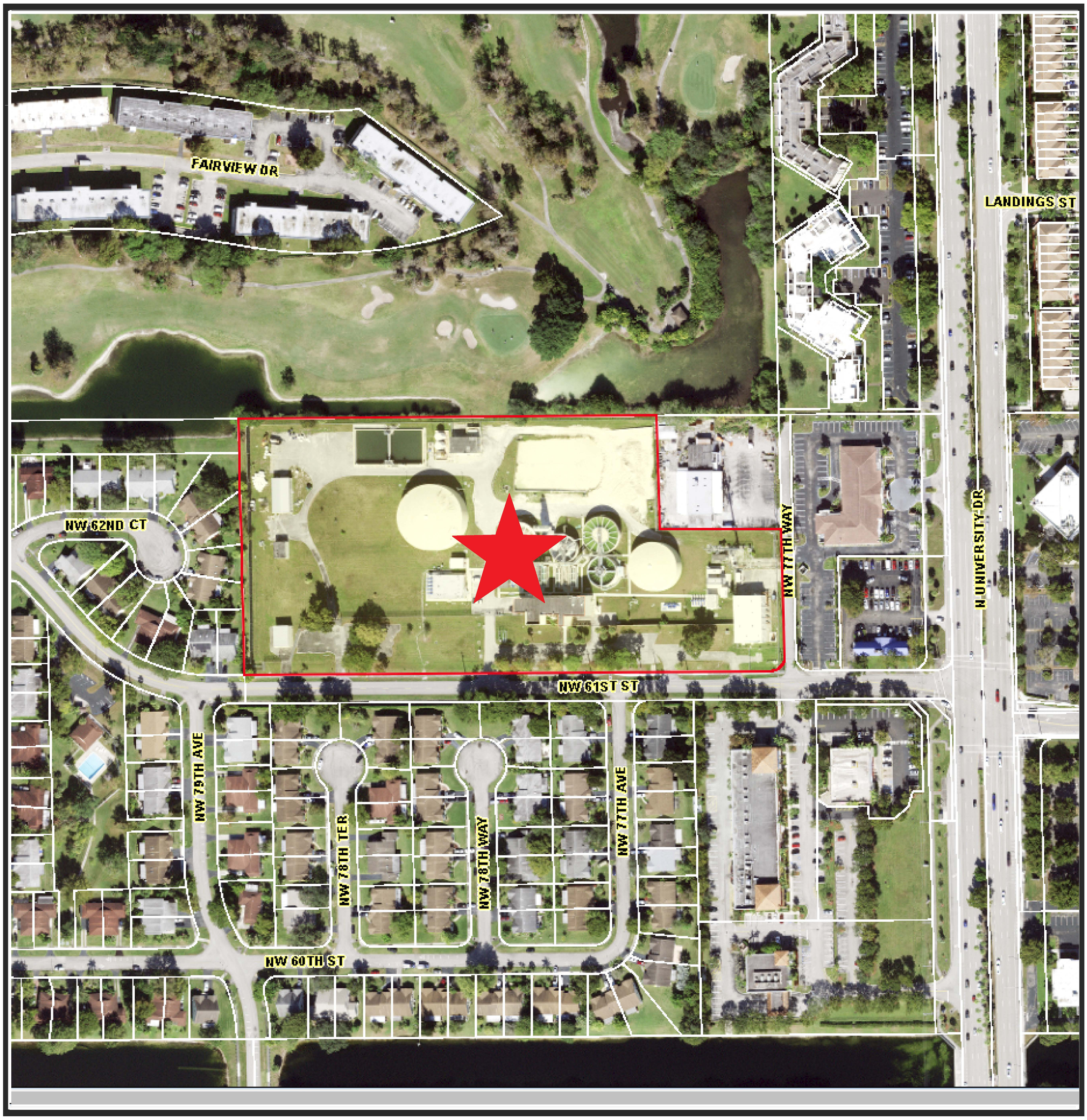
FPL, AT&T and Comcast have "NO Objections" to the above referenced utility easements being vacated. In addition, FPL has "No Objections" to the FPL easement being vacated. No Objection letters from these utilities are attached.

Fiscal Impact
No direct budgetary impact.

Attachments:

FPL No Objection Letter – Dated 10/20/22
FPL No Objection Letter - Dated 11/23/22
AT&T No Objection Letter - Dated 6/9/22
Comcast No Objection Letter – Dated 4/20/22

Tamarac Water Treatment Control Building
Vacation of Easement
Case No. 4-P-22



Subject Property ★

TAMARAC
The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

Florida Power & Light Company

October 20, 2022

City of Tamarac
6011 Nob Hill Rd.
2nd Floor
Tamarac FL 33321

ATTN: Ronald Stein
Director of Public Services

RE: Petition to Abandon 12' Wide 102' Long Public Utility Easement Plat Book #4 Page 31 7803 NW 61st St, Tamarac, FL 33321

Dear Mr. Stein:

FPL has no objection to the abandonment of above reference utility easement and illustrated on attached EXHIBIT "A" showing location of utility easement to be abandoned highlighted in yellow.

If you require any further information or assistance, please do not hesitate to contact me at (561) 742-2009.

Sincerely,

Yazeed Nairat
Associate Engineer-FPL

Attachment Yazeed Nairat

73- 77039

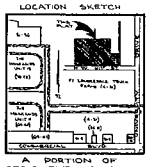
PLAT BOOK 101, PAGE 47
SHEET 1 OF 2 SHEETS

TAMARAC UTILITIES PLAT No. ONE

A REPLAT OF A PORTION OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST AS RECORDED IN PLAT BOOK 4, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.

PREPARED BY:
CRAVEN & THOMPSON ASSOC., INC.
LAND SURVEYORS - CIVIL ENGINEERS
5901 N.W. 31ST AVENUE
FORT LAUDERDALE, FLORIDA
1/75 H.G.

LOCATION SKETCH



A PORTION OF
SEC 9, TWP 49 S, RGE 41E

DESCRIPTION:

A REPLAT OF A PORTION OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 4, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE N 0°00'56" W, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 2640.00 FEET, THENCE N 88°59'24" W, A DISTANCE OF 871.06 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N 88°59'24" W A DISTANCE OF 748.94 FEET; THENCE S 0°00'56" E ALONG THE WEST LINE OF SAID TRACT 9, A DISTANCE OF 450.00 FEET; THENCE S 88°59'24" E A DISTANCE OF 341.49 FEET TO A POINT-OF-CURVE; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.72 FEET; THENCE N 0°00'56" W A DISTANCE OF 224.55 FEET; THENCE N 88°59'24" W A DISTANCE OF 218.00 FEET; THENCE N 0°00'56" W A DISTANCE OF 220.00 FEET TO THE POINT-OF-BEGINNING.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 6.987 ACRES

CITY OF TAMARAC:

CITY COUNCILS' APPROVAL: THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, IN AND BY RESOLUTION ADOPTED BY SAID COUNCIL ON THE 24 DAY OF MARCH A.D. 1976.
IN WITNESS WHEREOF, THE SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE ATTESTED BY ITS CLERK AND THE CORPORATE SEAL TO BE AFFIXED THIS 25TH DAY OF MARCH A.D. 1976.

MAYOR, CITY OF TAMARAC

ENGINEER

THIS PLAT IS HEREBY APPROVED
CITY CLERK

CITY OF TAMARAC PLANNING COMMISSION:

THIS PLAT OF TAMARAC UTILITIES PLAT No. ONE IS HEREBY APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF TAMARAC PLANNING COMMISSION THIS 19 DAY OF FEBRUARY A.D. 1976.

CHAIRMAN

BROWARD COUNTY ENGINEERING DIVISION:

THIS PLAT WAS APPROVED AND ACCEPTED FOR RECORD

BY: _____ 2-24-76
BRUCE S. STASKIEWS DATE:
COUNTY LAND SURVEYOR
FLA. P.L.S. REG. NO. 2542

BY: _____ 3/26/76
J. RAUSHING, P.E. DATE:
DIRECTOR
FLA. P.E. REG. NO. 11152

BROWARD COUNTY CENTRAL SERVICES DEPARTMENT-ARCHIVES AND MINUTES DIVISION:

STATE OF FLORIDA } SS
COUNTY OF BROWARD } SS
I HEREBY CERTIFY THAT THE ATTACHED PLAT COMPLIES WITH THE PROVISIONS OF "AN ACT TO REGULATE THE MAKING OF SURVEYS AND FILING FOR RECORD OF MAPS AND PLATS IN THE STATE OF FLORIDA", APPROVED BY THE GOVERNOR THE 27TH DAY OF JUNE A.D. 1971.
THIS PLAT WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 14TH DAY OF NOVEMBER A.D. 1975. GRAHAM W. WATT, COUNTY ADMINISTRATOR

BY _____ CHAIRMAN BROWARD COUNTY COMMISSION BY _____ DEPUTY

BROWARD COUNTY FINANCE DEPARTMENT-RECORDING DIVISION:

THIS INSTRUMENT FILED FOR RECORD THIS 10TH DAY OF MARCH A.D. 1976, AND RECORDED IN BOOK 101 OF PLATS AT PAGE 47, RECORD VERIFIED

GRAHAM W. WATT
COUNTY ADMINISTRATOR

BY _____ DEPUTY

SURVEYORS' CERTIFICATE:

STATE OF FLORIDA } SS
COUNTY OF BROWARD } SS
I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND DESCRIBED HEREON AND THAT THE INFORMATION SHOWN HEREON PERTAINING TO SURVEY DATA IS IN ACCORDANCE WITH THE REQUIREMENTS OF F.S. 177, PART 2, THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AS ADOPTED BY THE F.S.P.L.S. AS MINIMUM STANDARDS FOR SURVEY REQUIREMENTS FOR PLATTING AND ALL ORDINANCES OF THE CITY OF TAMARAC APPLICABLE TO SURVEY DATA; REQUIREMENTS ON PLATS AND FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS WILL BE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177 PRIOR TO THE RECORDING OF THIS PLAT

P.R.M.'S ARE SET AUG 4, 1976

CRAVEN THOMPSON & ASSOCIATES
WILLIAM A. THOMPSON, P.L.S. #2229
STATE OF FLORIDA

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS ADOPTED THE 24 DAY OF NOVEMBER A.D. 1976

3/24/76

GENERAL NOTES:

1) THE BENCH MARK ELEVATION SHOWN HEREON WERE ESTABLISHED BY THIRD ORDER ACCURACY FROM A CITY OF TAMARAC BENCH MARK ESTABLISHED BY WILLIAMS-HATFIELD AND STONER, INC. B.M.# 10 ELEV. 10.93. A BRONZE DISC IN CONCRETE IN THE CENTERLINE OF UNIVERSITY DR. 49 FEET NORTH OF N.W. 61ST STREET CENTERLINE. THIS STATEMENT IN NO WAY CERTIFIES TO THE ACCURACY OF THE AFOREMENTIONED BENCH OF ORIGIN.

No	DESCRIPTION	ELEV.
1	S.W. CORNER OF PROPERTY, A CONCRETE MONUMENT, TOP OF P.R.M. METAL DISC	12.70
2	S.E. CORNER OF PROPERTY, A CONCRETE MONUMENT, TOP OF P.R.M. METAL DISC	12.29

2) THE STATE PLANE COORDINATE VALUES SHOWN ON THE TIE P.R.M.'S WERE ESTABLISHED FROM AND RELATED TO THE INFORMATION ON STONER KEITH RESURVEY ACCORDING TO THE PLAT THEREOF AS RECORDED IN MISC. PLAT BOOK 3, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BY SECOND ORDER FIELD TRAVERSE. THE OTHER STATE PLANE COORDINATE VALUES AND AZIMUTHS AS ASSIGNED TO THE REMAINING P.R.M.'S HAVE BEEN COMPUTED AND RELATED TO THE SURVEY INFORMATION BETWEEN SAID P.R.M.'S.

DEDICATION:

STATE OF FLORIDA } SS
COUNTY OF BROWARD } SS
KNOW ALL MEN BY THESE PRESENTS THAT TAMARAC UTILITIES INC., A FLORIDA CORPORATION, OWNERS OF THE LANDS DESCRIBED HEREON, AND FIRST NATIONAL CITY BANK, OWNERS AND HOLDERS OF A CERTAIN MORTGAGE ON SAID LANDS, HAVE CAUSED SAID LANDS TO BE SURVEYED, SUBDIVIDED AND PLATTED IN THE MANNER HEREON SHOWN SAID PLAT TO BE KNOWN AS TAMARAC UTILITIES PLAT No. ONE.
THE EASEMENT IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.
IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY SEAL THIS 18TH DAY OF JANUARY A.D. 1976
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

"TAMARAC UTILITIES INC."

_____ WITNESS
_____ WITNESS
EDWARD B. DEUTSCH, ASST. SECY.

IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY SEAL THIS 11 DAY OF FEBRUARY A.D. 1976
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

"FIRST NATIONAL CITY BANK."

_____ WITNESS
JOHN T. PIPER, VICE PRESIDENT
_____ WITNESS

ACKNOWLEDGEMENT:

STATE OF FLORIDA } SS
COUNTY OF BROWARD } SS
I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, EDWARD B. DEUTSCH ASSISTANT SECRETARY OF TAMARAC UTILITIES INC., AND HE ACKNOWLEDGED BEFORE ME THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT BROWARD COUNTY, FLORIDA, THIS 19TH DAY OF JANUARY A.D. 1976.

MY COMMISSION EXPIRES 11-12-77
NOTARY PUBLIC

ACKNOWLEDGEMENT:

STATE OF NEW YORK }
COUNTY OF KINGS } SS
I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS JOHN T. PIPER VICE PRESIDENT OF FIRST NATIONAL CITY BANK, AND HE ACKNOWLEDGED BEFORE ME THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED

WITNESS MY HAND AND OFFICIAL SEAL AT MANHATTAN, KINGS COUNTY, NEW YORK, THIS 11 DAY OF FEB. A.D. 1976.

MY COMMISSION EXPIRES 8-30-78
NOTARY PUBLIC

MF# 15-76

PLAT BOOK 101, PAGE 47
SHEET 2 OF 2 SHEETS

TAMARAC UTILITIES PLAT No. ONE

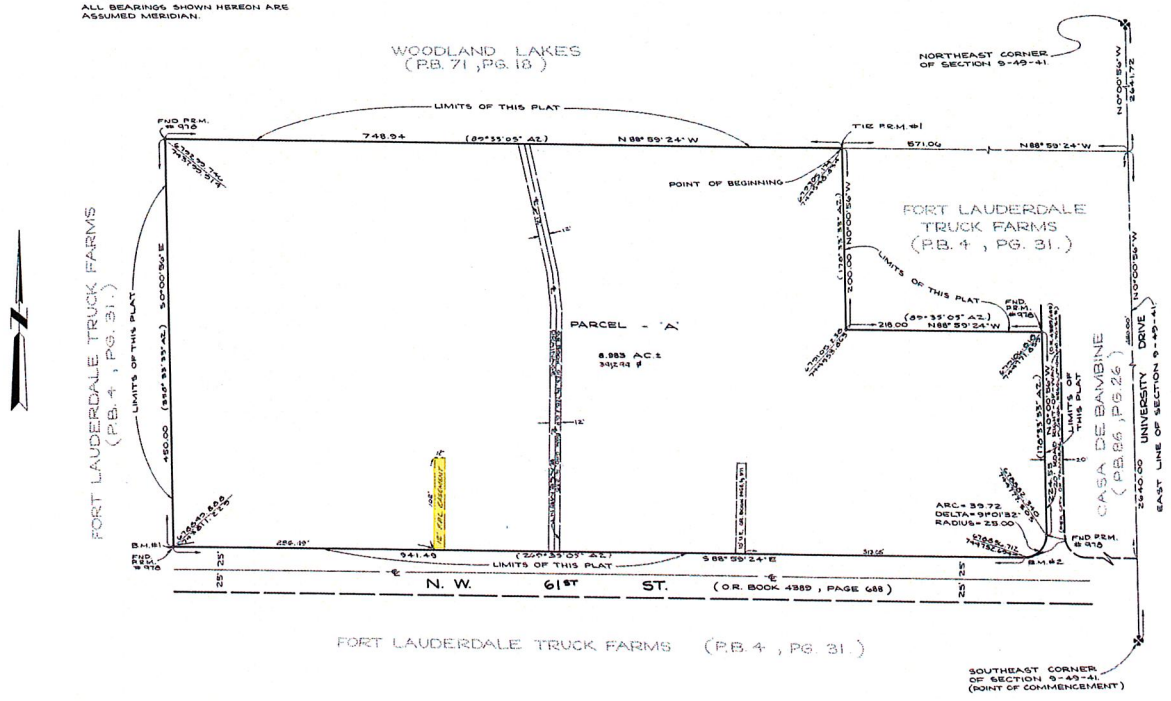
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GRAPHIC SCALE IN FEET
50 0 50 100 150 200 250 300

PREPARED BY:
CRAVEN & THOMPSON ASSOC., INC.
LAND SURVEYORS – CIVIL ENGINEERS
5901 N.W. 51ST AVE.
FORT LAUDERDALE, FLORIDA
1/75 H.G.

NOTES:
- INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)

ALL BEARINGS SHOWN HEREON ARE ASSUMED MERIDIAN.



M.F. 15-76

Florida Power & Light Company

November 23,2022

City of Tamarac
6011 Nob Hill Rd.
2nd Floor
Tamarac FL 33321

ATTN: Ronald Stein
Director of Public Services

RE: Petition to Abandon 10' Public Utility Easement Plat Book 3968 Page 971 7803 NW 61st St, Tamarac, FL 33321

Dear Mr. Stein:

FPL has no objection to the abandonment of above reference utility easement and illustrated on attached EXHIBIT "A" showing location of utility easement to be abandoned highlighted in yellow.

If you require any further information or assistance, please do not hesitate to contact me at (954) 956-2002.

Sincerely,

Yazeed Nairat
Associate Engineer-FPL

Attachment Yazeed Nairat

PLAT BOOK 101, PAGE 47
SHEET 2 OF 2 SHEETS

TAMARAC UTILITIES PLAT No. ONE

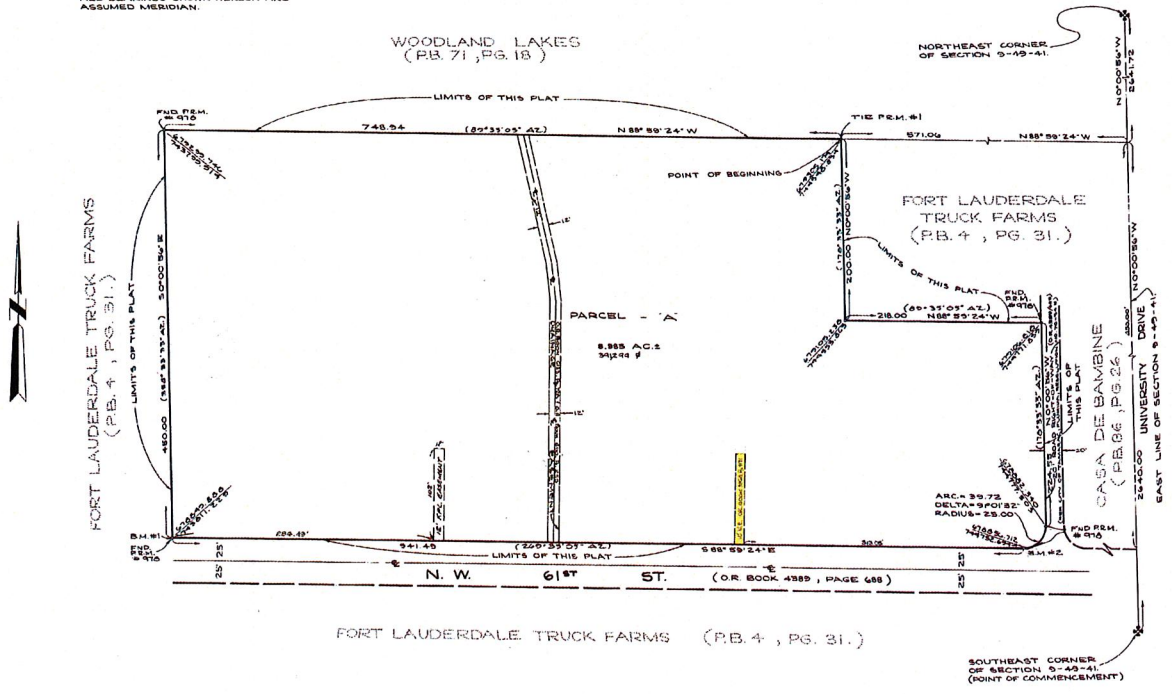
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GRAPHIC SCALE
1 INCH = 50 FEET
50 0 50 100 150 200 250 300

PREPARED BY:
CRAVEN & THOMPSON ASSOC., INC.
LAND SURVEYORS – CIVIL ENGINEERS
5901 N.W. 31ST AVE.
FORT LAUDERDALE, FLORIDA
1/75 H.G.

NOTES:
- INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)

ALL BEARINGS SHOWN HEREON ARE ASSUMED MERIDIAN.



M.F. 15-76

Arsenio Otero
Manager - OSP Planning & Engineering Design

ATT Florida
5395 NE 14th Ave
Ft. Lauderdale, FL 33334

T: 954-328-3908
ao491t@att.com

June 9th, 2022

Ronald Stein
The City of Tamarac
6011 Nob Hill Rd
Tamarac, FL 33321

RE: Utility Easement Vacation within Tamarac Utilities Plat No. 1, Plat Book 101, Page 47, ORB 3968 PG 971.

Mr. Stein,

AT&T does not object to your request for an easement vacation of the 10' Utility Easement as described in Official Records Book 3968, Page 971 and identified in the attached Plat Book 101, Page 47.

It is understood that any relocation of existing AT&T facilities associated with the proposed project and encroachments will be at the owner's expense. Additional future easements in another location may be required to provide service to the proposed project.

Should you have any questions please contact me at 954-328-3908.

Sincerely,

Arsenio Otero
Manager - OSP Planning & Engineering Design
ATT Florida
954-328-3908

Proud Sponsor of the U.S. Olympic Team

TAMARAC UTILITIES PLAT No. ONE

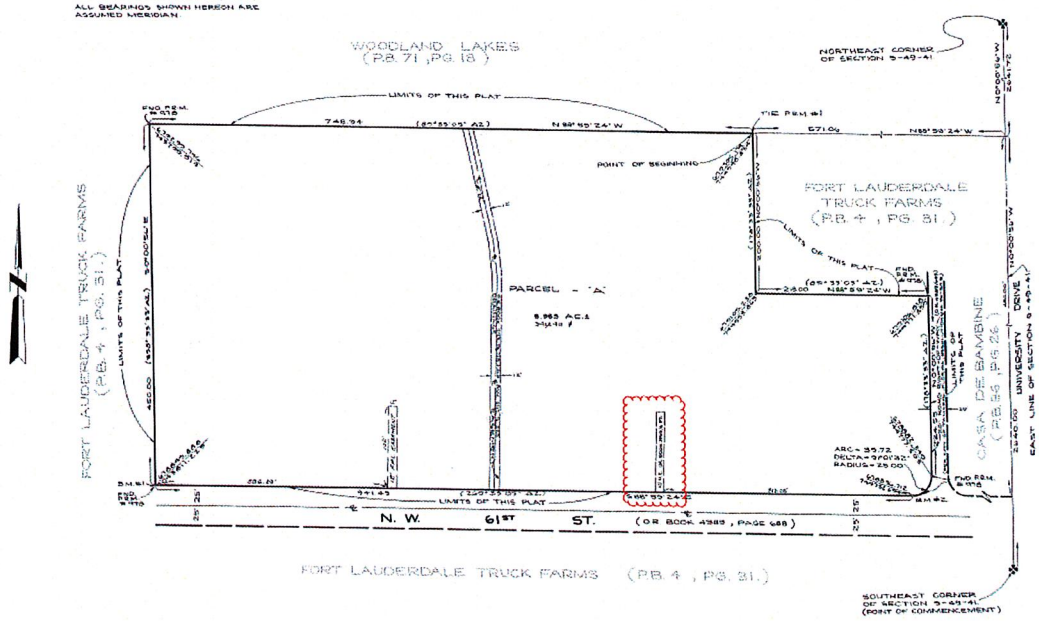
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SCALE: 1" = 100'

PREPARED BY:
CRAVEN & THOMPSON ASSOC., INC.
LAND SURVEYORS - CIVIL ENGINEERS
5301 N.W. 31ST AVE.
FORT LAUDERDALE, FLORIDA
U.S.

NOTES:
- ● INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)

ALL BEARINGS SHOWN HEREON ARE ASSUMED MERIDIAN.



COMCAST

Engineering – Design Department
6565 Nova Drive. Davie, Fl 33317

April 20, 2022

To: Ron Stein
Address: 7803 NW 61st St.

RE: **Letter of No Objection Easement Encroachment**

(Legal Description: Sub-Division) As presented by owner or their Representative

In reviewing your request as ref. above, Comcast has ***no objections to the easement encroachment (as shown in the attached survey) The above-described property subject to the following conditions:***

located at: 7803 NW 61st St.

However, please be advised, it is understood that Comcast will not be responsible in any way for repairs or replacement of any portion of the ***easement encroachment*** that has encroached into the easement, should it become necessary to access the easement for plant maintenance and or upgrade construction. Right of ingress and egress to maintain existing and/or install new Comcast facilities (overhead or underground) is still necessary, and release of these rights is not intended by this approval.

Should you have any further question, please feel free to call at 954-774-9781 or e-mail at Richard_sees@comcast.com

Sincerely, Richard Sees

Cc: Resi Group/ Comcast Area Construction Coordinator
Dade File

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Troy Gies

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 13896

AGENDA SECTION: **REGULAR AGENDA**

TITLE:

TR13896 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 23-10B to and approving an agreement with Green Construction Technologies, Inc. for the construction of the University Drive Medians Landscaping Improvements Project (FDOT Beautification Grant Funded Project FM No. 450508-1-74-01), in accordance with Bid No. 23-10B for a contract amount of $687,764.78; a contingency in the amount of $68,776.48 will be added to the project account for a total project budget of $756,541.26; authorizing an appropriation for the receipt and expenditure of the grant funds, not to exceed $100,000.00 to be included in a future Budget Amendment pursuant to F.S. 166.241(2); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 23-10B and execute an Agreement with Green Construction Technologies, Inc. for the University Drive Medians Landscaping Improvements Project, for a contract amount not to exceed $687,764.78. A contingency in the amount of $68,776.48 (10% of the contract cost) will be added to the Project Account for a total project budget of $756,541.26 and that this item be placed on the February 22, 2023 Commission Meeting Agenda.

BACKGROUND: Florida Department of Transportation (FDOT) and the city of Tamarac have expressed interest in completing certain landscaping improvements to various FDOT Rights-of-Way to beautify and improve major corridors within the City of

Tamarac.

For projects located within Broward County, FDOT provides grant funding to municipalities for landscape improvements on state owned Rights-of-Way, through the Highway Beautification Grant Program. The City Commission, via Resolution Number R-2021-112, dated September 22, 2021, authorized the City Manager to accept the award for the Beautification Grant through FDOT for proposed landscaping improvements on University Drive from Southgate Boulevard to NW 78th Street.

As part of the Beautification Grant Program, the City entered into a Joint Participation Agreement (JPA) and Maintenance of Memorandum Agreement (MMOA) with FDOT for the maintenance of landscape improvements. The execution of these agreements with FDOT, allowed the City to move forward with the procurement process to expedite the beautification project.

The proposed landscaping project on University Drive helps to further the implementation of the adopted 2020 Go Forward Roadway Landscaping Master Plan. The award of the FDOT Beautification Grant served to help leverage local funds to reduce the net cost of the project to the City.

On December 11, 2022, the City publicly advertised Bid Number 23-10B for the University Drive Medians Landscaping Improvements Project and received and opened two (2) bid proposals on January 25, 2023. A summary bid tabulation is listed below. A detailed bid tabulation is attached to Temporary Resolution No. 13895.

BID No. 23-10B University Drive Medians Landscaping Improvements Project

Bidders	**Amount ($)**
Green Construction Technologies, Inc	$687,764.78
Arazoza Brothers, Corp.	$688,283.82

The City's Consultant, MILLER LEGG along with the Public Services Department and Financial Services Department examined the responses to this bid. After review and evaluation of all responses to this bid, City staff determined that Green Construction Technologies, Inc., is the lowest responsive and responsible bidder and that Green Construction Technologies, Inc., also possess the skills, experience, and capacity to meet the requirements for the construction of the University Drive Medians Landscaping

Improvements Project.

CONTRACT SUMMARY:

- **Scope of Project**: University Drive Medians Landscaping Improvements Project
- **Type of Project**: Landscape Improvements
- **Term/Completion**: Final Completion within 250 calendar days from City's Notice to Proceed
- **Risk Mitigation**: Performance and Payment Bonds @ 100% of value in effect for up to one year after completion and acceptance.
  Liquidated damages of $500 per day for each day project is not completed after scheduled completion date.
- **Certifications**: Broward County Certified Business Enterprise (CBE)

ISSUE: Award Bid No. 23-10B and execute an Agreement with Green Construction Technologies, Inc. for the construction of the University Drive Medians Landscaping Improvements Project.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR 13896 MEM 20230209.pdf
TR_13895_-_Reso_-_University_Drive_Medians_20220206 (1).docx
Ex1 23-10B Bid Tab.pdf
Ex 2 23-10B University Drive - Agreement (executed).pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

TO: Kathleen Gunn, City Manager

THRU: Ken Griffin, P.E., PhD Director of Public Services KCG

THRU: John E. Doherty, P.E., Assistant Director of Public Services / Capital Improvement Projects Manager

FROM: Christopher Lyle, Project Manager CL

DATE: February 6, 2023

RE: Temp. Reso. # 13896 – Award of Bid No. 23-10B for the University Drive Medians Landscaping Improvements Project (FDOT Beautification Grant Funded Project FM No. 450508-1-74-01) – City Commission Meeting of February 22, 2023

RECOMMENDATION:

I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 23-10B and execute an Agreement with Green Construction Technologies, Inc. for the University Drive Medians Landscaping Improvements Project, for a contract amount not to exceed $687,764.78. A contingency in the amount of $68,776.48 (10% of the contract cost) will be added to the Project Account for a total project budget of $756,541.26 and that this item be placed on the February 22, 2023 Commission Meeting Agenda.

ISSUE:

Award Bid No. 23-10B and execute an Agreement with Green Construction Technologies, Inc. for the construction of the University Drive Medians Landscaping Improvements Project.

BACKGROUND:

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For projects located within Broward County, FDOT provides grant funding to municipalities for landscape improvements on state owned Rights-of-Way, through the Highway Beautification Grant Program. The City Commission, via Resolution Number R-2021-112, dated September 22, 2021, authorized the City Manager to accept the award for the Beautification Grant through FDOT for proposed landscaping improvements on University Drive from Southgate Boulevard to NW 78th Street.

As part of the Beautification Grant Program, the City entered into a Joint Participation Agreement (JPA) and Maintenance of Memorandum Agreement (MMOA) with FDOT for the maintenance of landscape improvements. The execution of these agreements with FDOT, allowed the City to move forward with the procurement process to expedite the beautification project.

The proposed landscaping project on University Drive helps to further the implementation of the adopted 2020 Go Forward Roadway Landscaping Master Plan. The award of the FDOT Beautification Grant served to help leverage local funds to reduce the net cost of the project to the City.

On December 11, 2022, the City publicly advertised Bid Number 23-10B for the University Drive Medians Landscaping Improvements Project and received and opened two (2) bid proposals on January 25, 2023. A summary bid tabulation is listed below. A detailed bid tabulation is attached to Temporary Resolution No. 13895.

BID No. 23-10B University Drive Medians Landscaping Improvements Project

Bidders	Amount ($)
Green Construction Technologies, Inc	$687,764.78
Arazoza Brothers, Corp.	$688,283.82

The City's Consultant, MILLER LEGG along with the Public Services Department and Financial Services Department examined the responses to this bid. After review and evaluation of all responses to this bid, City staff determined that Green Construction Technologies, Inc., is the lowest responsive and responsible bidder and that Green Construction Technologies, Inc., also possess the skills, experience, and capacity to meet the requirements for the construction of the University Drive Medians Landscaping Improvements Project.

CONTRACT SUMMARY:

Scope of Project: University Drive Medians Landscaping Improvements Project

Type of Project: Landscape Improvements

Term/Completion: Final Completion within 250 calendar days from City's Notice to Proceed

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one year after completion and acceptance.

Liquidated damages of $500 per day for each day project is not completed after scheduled completion date.

Certifications: Broward County Certified Business Enterprise (CBE)

FISCAL IMPACT:

Funding for this project is included in Project No. PW22F, in the amount of $450,100.00. The additional funding required to meet the project budget (including contingency identified below) will come from Project No. GP20C in the amount of $306,441.26. The City is responsible for the initial outlay of funds for the total project cost. Upon successful completion of the project, the grant-funded portion in the amount of $100,000.00 would be reimbursed via the FDOT Beautification Grant. An appropriation for the receipt and expenditure of this grant, which was also approved via Resolution Number R-2021-112, will be required pursuant to F.S. 166.241(2) and will be included in a future Budget Amendment.

Per Bid 23-10B, the contract amount not to exceed $687,764.78 will include a contingency in the amount of $68,776.48 (10% of the contract cost) for a total project budget of $756,541.26. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe completion of the project. Any expenditure of the contingency requires approval of the City Manager.

Commission Districts: 4

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023 -_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID NO. 23-10B TO AND APPROVING AN AGREEMENT WITH GREEN CONSTRUCTION TECHNOLOGIES, INC. FOR THE CONSTRUCTION OF THE UNIVERSITY DRIVE MEDIANS LANDSCAPING IMPROVEMENTS PROJECT (FDOT BEAUTIFICATION GRANT FUNDED PROJECT FM NO. 450508-1-74-01), IN ACCORDANCE WITH BID NO. 23-10B FOR A CONTRACT AMOUNT OF $687,764.78; A CONTINGENCY IN THE AMOUNT OF $68,776.48 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF $756,541.26; AUTHORIZING AN APPROPRIATION FOR THE RECEIPT AND EXPENDITURE OF THE GRANT FUNDS, NOT TO EXCEED $100,000.00, TO BE INCLUDED IN A FUTURE BUDGET AMENDMENT PURSUANT TO F.S. 166.241(2); AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac and Florida Department of Transportation (FDOT) have expressed interest in completing certain landscaping improvements to various FDOT Rights-of-Way to beatify and improve major corridors within the City of Tamarac.

WHEREAS, the project is located on City owned Property, between NW 78th ST and Southgate Blvd on North University Drive in the City of Tamarac, Broward County, Florida.

WHEREAS, the projects located within Broward County, FDOT provides grant funding to municipalities for landscape improvements on state owned Rights-of- Way, through the Highway Beatification Grant Program.

WHEREAS, The City Commission, via Resolution Number R-2021-112, dated September 22,2021, authorized the City Manager to accept the award for the Beautification Grant through FDOT for proposed landscaping improvements on University Drive from Southgate Boulevard to NW 78th Street, and

WHEREAS, the work for this project includes, but is not limited to, Clearing and Grubbing of trees and shrubs, removal of existing pavers and existing irrigation system. The installation of tree protection barrier, tree root and branch pruning. Landscape installation of small and large trees and sod. Installation of new irrigation pump, suction line, valves, heads, lateral lines, sleeving and installation of Architectural pavers bricks. Project shall include all applicable restorations as well as all appurtenances and other incidentals as indicated by the project drawings, and

WHEREAS, the proposed landscaping project on University Drive helps to further the implementation of the adopted 2020 Go Forward Roadway Landscaping Master Plan. The award of the FDOT Beautification Grant served to help leverage local funds to reduce the net cost of the project to the City; and

WHEREAS, on December 11, 2022, the City Publicly advertised Bid Number 23-10B for the University Drive Medians Landscaping Improvements Project and received and opened two (2) bid proposals on January 25, 2023, a copy of the Bid Tabulation is attached hereto as “Exhibit 1”; and

WHEREAS, The City’s Consultant, MILLER LEGG along with the Public Services Department and Financial Services Department examined the responses to the bid. After review and evaluation of all responses to this bid it was determined both bidders (Green

Construction Technologies Inc.& Arazoza Brothers, Corp.) to be compliant in meeting the requirement for this project; and

WHEREAS, City staff reviewed the submitted requirements and determined the lowest bidder, Green Construction Technologies, Inc., to be the lowest responsive and responsible bidder; and upon review of their proposal and background check, that Green Construction Technologies, Inc., possess the skills, experience and capacity to meet the requirements to construct The University Drive Medians Landscaping Improvements Project and has agreed to the Terms and Conditions, Special Conditions and Technical Specifications of Bid No. 23-10B; and

WHEREAS, it is the recommendation of the Public Services Director, Director of Financial Services, and Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 23-10B and execute the agreement with Green Construction Technologies, Inc. for the University Drive Medians Landscaping Improvements Project; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 23-10B and execute the agreement for the University Drive Medians Landscaping Improvement Project with Green Construction Technologies, Inc. for a contract amount of $687,764.78; a contingency in the amount of $68,776.48, for a total project budget of $756,541.26.

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

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

SECTION 2: The City Commission HEREBY awards Bid No. 23-10B to Green Construction Technologies, Inc. and approves an Agreement between the City of Tamarac and Green Construction Technologies, Inc. ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, attached hereto as "Exhibit 2", to provide for the University Drive Medians Landscaping Improvements Project.

SECTION 3: Funding for the University Medians Landscaping Improvements Project in the amount not to exceed $687,764.78 shall be available for this project is included in Project No. PW22F, in the amount of $450,100.00. The additional funding required to meet the project budget (including contingency identified below) will come from Project NO. GP20C in the amount of $306,441.26. The City is responsible for the initial outlay of funds for the total project cost. Upon successful completion of the project, the grant-funding portion in the amount of $ 100,000.00 would be reimbursed via the FDOT Beautification Grant.

SECTION 4: An expenditure for a contract cost of $687,764.78; and a contingency in the amount of $68,776.48, for a total project budget of $756,541.26 for said purpose is hereby approved.

SECTION 5: Authorizing an appropriation for the receipt and expenditure

for the grant funds to be included in a future budget amendment pursuant to F.S. 166.241(2);

SECTION 6: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed $65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to, making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 7: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

"The remainder of this page left blank intentionally."

SECTION 9: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this_____day of_____, 2023.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: WRIGHT, JR.	_____
DIST 3: COMM. VILLALOBOS	_____
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

23-10B - UNIVERSITY DRIVE MEDIANS LANDSCAPING IMPROVEMENTS PROJECT							
				ARAZOZA BROTHERS, CORP.		GREEN CONSTRUCTION TECHNOLOGIES, INC.	
Line Item	Description	Quantity	Unit of Measure	Unit Price	Total	Unit Price	Total
1	Indemnification	1	Lump Sum	$ 10.00	$ 10.00	$ 10.00	$ 10.00
2	As-Built Record Drawing	1	Lump Sum	$ 10,000.00	$ 10,000.00	$ 5,500.00	$ 5,500.00
3	Payment & Performance Bond	1	Lump Sum	$ 13,495.57	$ 13,495.57	$ 13,000.00	$ 13,000.00
4	Mobilization/Demobilization	1	Lump Sum	$ 25,000.00	$ 25,000.00	$ 28,000.00	$ 28,000.00
5	Maintenance of Traffic	1	Lump Sum	$ 40,000.00	$ 40,000.00	$ 48,000.00	$ 48,000.00
6	Demolition & Site Prep	1	Lump Sum	$ 70,200.00	$ 70,200.00	$ 61,405.00	$ 61,405.00
7	Tree Protection Barrier	1	Lump Sum	$ 13,000.00	$ 13,000.00	$ 8,975.00	$ 8,975.00
8	Tree Root and Branch Pruning	52	Each	$ 300.00	$ 15,600.00	$ 695.00	$ 36,140.00
9	Landscaping (Small Plants)	2554	Each	$ 18.65	$ 47,632.10	$ 13.33	$ 34,044.82
10	St. Augustine Sod (including earthwork/grading/restoration)	22232	Square Feet	$ 0.75	$ 16,674.00	$ 1.97	$ 43,797.04
11	Landscaping (Large Plants)	17	Each	$ 4,402.95	$ 74,850.15	$ 498.00	$ 8,466.00
12	Brick Pavers w/ header curbing - Temron 4" X 8" paver charcoal, light huntington & white	289	Square Yards	$ 260.00	$ 75,140.00	$ 229.28	$ 66,261.92
13	Irrigation Pump	1	Each	$ 46,000.00	$ 46,000.00	$ 35,000.00	$ 35,000.00
14	Irrigation Suction Line	325	Linear Feet	$ 25.00	$ 8,125.00	$ 60.00	$ 19,500.00
15	Irrigation Valves	15	Each	$ 600.00	$ 9,000.00	$ 800.00	$ 12,000.00
16	Irrigation Heads	411	Each	$ 45.00	$ 18,495.00	$ 60.00	$ 24,660.00
17	Irrigation Main Lines	4407	Linear Feet	$ 17.00	$ 74,919.00	$ 21.00	$ 92,547.00
18	Irrigation Lateral Lines	6378	Linear Feet	$ 3.50	$ 22,323.00	$ 8.00	$ 51,024.00
19	Irrigation Sleeving	1198	Linear Feet	$ 90.00	$ 107,820.00	$ 83.00	$ 99,434.00
			Total:	**$**	**688,283.82**	**$**	**687,764.78**

Rhonda Kaplan

Senior Procurement Specialist

1/26/2023

CONSTRUCTION AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

GREEN CONSTRUCTION TECHNOLOGIES, INC.

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Green Construction Technologies, Inc., with principal offices located at 2130 NE 15th Terrace, Wilton Manors, Florida 33305 (the "Contractor") to provide construction and landscaping services for University Drive Medians Landscaping Improvements Project.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No. 23-10B for "University Drive Medians Landscaping Improvements", issued by the City of Tamarac on December 11, 2022 including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated January 25, 2023, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 23-10B for "University Drive Medians Landscaping Improvements" as issued by City, and the contractor's bid response; Bid 23-10B for "University Drive Medians Landscaping Improvements" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent, English speaking field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.1.4 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3. INSURANCE

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - $1M/$2M
- Automobile – $1M/$1M
- Workers Comp – Statutory

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

4.1 Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.

4.2 The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the CITY to the

extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

4.3 A warranty Bond shall be submitted to the City and come into effect one (1) year after final payment becomes due and approved except as otherwise provided by law or regulation or by the Contract Documents with the final sum of the Warranty bonds equal to twenty five percent (25%) of the total value of the Contract price (including executed change orders), conditioned that the Contractor correct any defective of faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover all the cost of labor as well as materials.

4.4 Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or **Bonds referenced above shall be recorded in the Public records of Broward County at the Bidder's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Two Hundred and Fifty (250)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Two Hundred and Twenty (220)** calendar days from issuance of City's Notice to Proceed.

5.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the approved Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder in accordance with the requirements of the Contract Documents.

6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of **Six Hundred Eighty-Seven Thousand, Seven Hundred Sixty Four Dollars** and **Seventy Eight Cents**. (**$687,764.78**).

7. PAYMENTS

Payment upon City approval will be made monthly for work that has been completed, inspected and properly invoiced (application for payment). A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved application for payment. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period following the completion of all work, certificates of approvals, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

8. REMEDIES

8.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement including City's right to withhold payment.

8.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. Correction of all deficiencies shall not relieve the Contractor of its duties and obligations under this agreement, in meeting all project requirements and objectives including but not limited to achieving project milestones (Substantial and Final Completion) in accordance with the Contract Documents. The City shall be the sole judge of non-conformance, the quality of workmanship and any impact it may have on the Project Schedule.

9. CHANGE ORDERS

9.1 All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively (not cumulative).

9.2 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

9.3 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

9.4 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written

notice delivered by the party making the claim to the other party promptly **(but in no event later than 15 days)** after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

9.5 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

9.6 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) calendar days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

9.7 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used. Extensions of time for delays due to Contractor's inability to perform work in a timely manner, failure to properly coordinate work that causes adverse impact on project schedule or negligence to properly sequence the work in a manner to meet all project obligations in accordance with the Contract Documents shall not be accepted.

9.8 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost borne by the City to complete the work shall be levied against the Contractor including applicable mark-up of ten (10%) for overhead and engineering costs. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

10. LIQUIDATED DAMAGES

Because of the importance of this project being finished on time, upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Five Hundred Dollars ($500.00)** for each calendar day after the time specified for

substantial completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after substantial completion has been obtained, liquidated damages will be assessed against the Contractor in the amount of **Two Hundred Fifty Dollars and Zero Cents ($250.00)** for each calendar day beyond the time frame set in the Contract Documents until such work is completed and readiness for final payment. This amount is not a penalty but liquated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. The amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

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11. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area. An extension of time will be considered for "Excusable Inclement Weather Delays" resulting in any weather condition, the duration of which varies in excess of the average conditions expected,

which is unusual for the particular time and place where the Work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined by the U.S. Weather Bureau records for the preceding 3-year period. No extension of Contract Time will be allowed for any inclement weather that could be reasonably have been predicted from such weather records. Should the contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day, whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations. The Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

12. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City form all claims of liability by Contractor in connection with the agreement.

13. WARRANTY

Contractor warrants the work against defect for a period of **one (1)** year from the date of City's Final Acceptance of the project and approval of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

14. INDEMNIFICATION

14.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

14.2 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

15.1 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

15.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.3 The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

16. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. 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. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

18. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Ottinot Law, P.A.
1745 Eagle Trace Blvd. E.
Suite A
Coral Springs, Florida 33071
ATTN: Hans Ottinot

CONTRACTOR

Name:
Address:
FIN/EIN:
Contract Licensee:
Contact:
Email:
Phone:
Fax:

19. TERMINATION

19.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

19.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. Written notice of cancellation of this agreement shall state the date upon which the Contractor shall cease all Work under this Contract and vacate the

Project(s) site(s). The Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by the Contractor until all documentation is delivered to the City.

20. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

21. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

22. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of the requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

23. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

24. UNCONTROLLABLE CIRCUMSTANCES

24.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

24.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

25. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

27. CONTINGENT FEES

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

28. SCRUTINIZED COMPANIES - 287.135 AND 215.473

28.1 By execution of this Agreement, 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 the Iran Petroleum Energy Sector List, or 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.

28.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of

false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

29. PUBLIC RECORDS

29.1 The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

29.1.1 Keep and maintain public records required by the CITY in order to perform the service.

29.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

29.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

29.1.4 Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

29.2 During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

30. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated

Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / Owner duly authorized to execute same.

CITY OF TAMARAC

KCG
Michelle J. Gomez, Mayor

Date

City Manager

Date

ATTEST:

Kimberly Dillon, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Signature of Corporate Secretary

Patrick J. Erwin
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Company Name Green Construction Technologies Inc.
Company Name

Signature of President / Owner

Christina L. Erwin
Type/Print Name of President / Owner

February 9, 2023
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF : FLORIDA :
:SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHRISTINA L ERWIN, President of Green Construction Technologies, Inc., a FLORIDA Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of FEBRUARY 9, 2023.

Signature of Notary Public

State of Florida LOANNE MELANO
MY COMMISSION # HH 336839
EXPIRES: November 30, 2026

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.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER:

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2487 - An ordinance of the City Commission of the City of Tamarac, Florida, repealing certain business tax classifications and rates and replacing with current classifications and new rate structures that do not result in an increase in local business taxes for taxpayers in accordance with Florida Statutes 205.0535(5), by amending Chapter 12 of the City of Tamarac Code of Ordinances, entitled “Licenses and Business Regulations”, to update the title to “Business Tax Receipt Regulations”; modifying classification tables to allow for reorganization of uses and classifications to be consistent with Chapter 10, of the Land Development Code, of the City of Tamarac Code of Ordinances; removing certain licensing requirements on certain occupations in accordance with Florida Statutes 163.211; repealing in its entirety adult entertainment businesses provision contained in Article III; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend Chapter 12, entitled “Licenses and Business Regulations”, in the City of Tamarac Code of Ordinances on First Reading at its February 22, 2023, and on Second Reading on March 8, 2023

ATTACHMENTS:
Memo - Chapter 12 Amendment.docx
TO 2487 - Chapter 12 Amendment DRAFT.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT (23 02 004 M)

TO: Kathleen Gunn
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: February 16, 2023

RE: **TO# 2487:** Ordinance Amending Chapter 12 "Licenses and Business Regulations" modifying business tax receipt fees and classifications, and associated enforcement provisions.

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend Chapter 12, entitled “Licenses and Business Regulations”, in the City of Tamarac Code of Ordinances on First Reading at its February 22, 2023, and on Second Reading on March 8, 2023.

Issue: Pursuant to Florida Statutes Chapter 205, municipalities have the authority to levy fees against, authorize the issue of, and enforce regulatory provisions for, Local Business Tax Licenses. The current business licensing regulations are not consistent with Florida Statutes and certain provisions within the City’s Land Development Code. As a result, revisions are needed to ensure that the City’s business tax regulations are consistent with state and local law and to streamline the business tax process.

Background: In 1994, the City of Tamarac created an Equity Study Committee to review and analyze the City of Tamarac’s Business Revenue Receipt Fees. The Committee recognized that the City’s fees were not comparable to surrounding cities nor were the fees equitable within the City’s business community. The Committee recommended changes to the City’s fee schedule to deal fairly and equally with all businesses, and the fee structure was subsequently amended in 2008.

After the fee structure amendment in 2008 the City commissioned a Cost of Services Analysis in 2015 to better assess the cost of providing certain municipal services. As a part of the study, the city’s Business Revenue Division expenses and expenditures were examined in addition to the collection of fees received from the payment and processing of Local Business Tax Receipts. The study identified the most common Business Tax Categories and compared them to those in surrounding municipalities. As a result, a fee increase was recommended for Local Business Tax but not proven to be fiscally prudent given the potential impact on existing businesses.

To that end, the City desired to continually enhance its support of local businesses through economic development initiatives. As such, the Land Development Code was rewritten in July of 2018 to encourage the development of more cohesively designed mixed use districts. Moreover, the rewrite of the City's Code also included the adoption of an amended "Table of Allowed Uses" (Section 10-3.2) to further support the underlying mixed-use zoning designations which further warrants the need to revise the City's Business Tax Receipt provisions within Chapter 12 to align with the provisions of the Land Development Code.

Further, on July 1, 2021 the Florida Legislature approved House Bill 403 preempting certain powers for the regulation of Home-Based Businesses to the State. Due to the Bill's enactment, counties and municipalities are prohibited from enacting or enforcing any ordinance, regulation, or policy in violation of the bill provisions. As a result of the Bill's passage, the City amended its Home-Based Business regulations contained within Chapter 10 of the City's Land Development Code to comply with Florida Law. Which in turn, further supports the need to amend the Business Tax Receipt provisions contained within Chapter 12 of the City's Code of Ordinances to align with the provisions of the City's Land Development Code. Moreover, the City's Business Tax provisions contained within Chapter 12 have not been holistically amended since 2008 and Staff deems it necessary and desirable to the citizens and businesses of Tamarac to facilitate an amendment that will further the City's economic development initiatives. (Please see attached Temp Ord. 2487).

House Bill 735 which was adopted and created Florida Statutes 163.211 further preempts licensing of occupations to the state and prohibits the City from imposing or modifying certain licensing requirements on certain specialty contractors, as such, necessitating the deletion of several licensing classifications and the change of all language contained in Chapter 12 from "license" to "business tax".

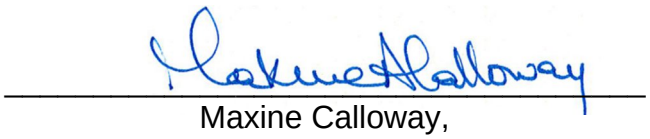
Additionally, the amendment deletes in its entirety the Adult Entertainment provision which was erroneously codified in Chapter 12 and further duplicated in Chapter 10. On October 12, 2022, The City Commission corrected the duplication by adopting Ordinance No. O-2022-019 which created a new Article in Chapter 10, placing the Adult Entertainment provisions and definitions entirely in Chapter 10.

Fiscal Impact: The resulting amendment will provide for a more streamlined and efficient manner of assessing and collecting business tax related fees.

This item supports the City's Strategic Plan Goal #3, "Tamarac is Economically Resilient" by amending the business licensing provisions of the City's Code of Ordinances, Tamarac will continue to be responsive to state and local policy changes that foster pro-growth and business friendly initiatives.

This item also supports Goal #4 as outlined in the Economic Development Element of the City's Comprehensive Plan which cites the importance of adopting pro-growth and

development friendly business programs to further enhance Tamarac's economic environment.



Maxine Calloway,
Community Development Director

MAC

Attachment: Temporary Ordinance No. 2487/ Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, REPEALING CERTAIN BUSINESS TAX CLASSIFICATIONS AND RATES AND REPLACING WITH CURRENT CLASSIFICATIONS AND NEW RATE STRUCTURES THAT DO NOT RESULT IN AN INCREASE IN LOCAL BUSINESS TAXES FOR TAXPAYERS IN ACCORDANCE WITH FLORIDA STATUTES 205.0535(5), BY AMENDING CHAPTER 12 OF THE CITY OF TAMARAC CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", TO UPDATE THE TITLE TO "BUSINESS TAX RECEIPT REGULATIONS"; MODIFYING CLASSIFICATION TABLES TO ALLOW FOR REORGANIZATION OF USES AND CLASSIFICATIONS TO BE CONSISTENT WITH CHAPTER 10, OF THE LAND DEVELOPMENT CODE, OF THE CITY OF TAMARAC CODE OF ORDINANCES; REMOVING CERTAIN LICENSING REQUIREMENTS ON CERTAIN OCCUPATIONS IN ACCORDANCE WITH FLORIDA STATUTES 163.211; REPEALING IN ITS ENTIRETY ADULT ENTERTAINMENT BUSINESSES PROVISION CONTAINED IN ARTICLE III; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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

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, Chapter 205 of the Florida Statutes, authorizes municipalities to levy fees and enforce regulatory provisions for the issuance of Local Business Tax; and

WHEREAS, Florida Statutes 205.0535(5) allows municipalities, by majority vote of the governing body, to repeal local business tax or establish new rates that do not result in an increase in local business taxes for a taxpayer; and

WHEREAS, certain business classifications identified in Chapter 12 are not consistent with the "Allowed Use Table" in the City's Land Development Code contained in Chapter 10; and

WHEREAS, certain business classifications are also antiquated and have become technologically obsolete due to industry changes; and

WHEREAS, the existing Adult Entertainment Uses and Regulations are duplicative, as they are already provided for in Chapter 10 of the City's Code of Ordinances; and

WHEREAS, it is desirous that the City's Local Business Tax Regulations remain consistent with the City's Land Development Code; and

WHEREAS, Staff deems it necessary and desirable to the citizens and businesses of Tamarac to facilitate an amendment that will further the City's economic development initiatives; and

WHEREAS, the proposed amendment is in alignment with the "Tamarac is Economically Resilient" strategic goal by amending the business tax receipt provisions of the City's Code of Ordinances, Tamarac will continue to be responsive to state and local policy changes that foster pro-growth and business friendly initiatives; and

WHEREAS, the Director of Community Development recommends approval of the ordinance amendment; and

WHEREAS, the City Commission of the City of Tamarac wishes to continue to be

responsive to and consistent with state legislation that impacts Tamarac's local businesses and has deemed it to be in the best interest of the citizens, residents, and visitors to the City of Tamarac to amend the city's Business Tax provisions within the Code of Ordinances to be consistent with Florida Law and the City's Land Development Code.

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 City Commission hereby amends Chapter 12, entitled, "Licenses and Business Regulations" as written so that the Code shall read as follows:

Chapter 12 ~~LICENSES AND~~ BUSINESS TAX RECEIPT REGULATIONS[1]

ARTICLE I. IN GENERAL

Sec. 12-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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[1]Cross reference(s)—Administration, Ch. 2; code enforcement board and special magistrate jurisdiction, § 2-71 et seq.; alcoholic beverages, Ch. 3; buildings and building regulations, Ch. 5; finance and taxation, Ch. 6; fire prevention and protection, Ch. 7; health, sanitation and nuisances, Ch. 9; land development regulations, Ch. 10; parking or storage of commercial or recreational vehicles, boats or boat trailers restricted, § 14-30; parking and storage of construction trailers limited, § 14-31; ~~permits required for signs, § 18-26 et seq.~~; ~~specialized collection for recycling, local business license exception, § 19-33~~; streets and sidewalks, Ch. 20; vehicles for hire, Ch. 23; ~~zoning, Ch. 24~~.

State law reference(s)—Authority of city to levy business, professional and occupational regulatory fees, F.S. §§ 166.201, 166.221; local business ~~occupational license~~ taxes, F.S. Chapter ~~§~~ 205.~~013.~~

Classification means the method by which a business or group of businesses is identified by size or type, or both.

Contractor means any person who accepts orders or is engaged in the business of accepting orders or contracts on a cost plus, fixed fee, stated sum or percentage basis, or any combination thereof, or for compensation other than wages for doing work on or in any building or structure requiring the use of paint, stone, brick, mortar, cement, wood, structural steel or iron, sheet iron, metallic piping, tin, lead or any other building material; or to do any paving or curbing on sidewalks or streets, on public or private property, using asphalt, brick, stone, cement or wood or any combination thereof; or to excavate for foundations or any other purpose; or to construct bridges, seawalls and bulkheads of any and all descriptions; and who is engaged in the business of building, remodeling, repairing, razing or moving, whether by contract, fixed fee or sublet, percentage, or any combination thereof, or for compensation other than wages.

Employee means any person directly connected with the business, owner or operator.

Home-based business means a business that operates, in whole or in part, from a residential property and meets the criteria outlined in F.S. 559.955(3) and Section 10-3.4(D)(7) of the Land Development Code.

Local business tax means the fees charged and the method by which the City grants the privilege of engaging in or managing any business, profession, or occupation with its jurisdiction.

Merchandise means any goods, wares or commodities bought or sold in the usual course of trade or business.

Person in charge means the person in the place of business at any time who is charged with the duty of supervising, operating or managing such business at such time.

Receipt means the document that is issued by the City which bears the words "Business Tax Receipt" and evidences that the person in whose name the document is issued has complied with the provisions of this chapter related to business tax.

Retail merchant means any merchant who sells to the consumer or for any purpose other than resale.

Sale means the transfer of ownership, title or possession, whether conditional or otherwise, for a consideration.

Traveling dealers means all traveling dealers who bargain to sell any goods, wares or merchandise from house to house, for cash or otherwise, by sample or in any other manner, for present or future delivery. They shall be deemed peddlers, hawkers or itinerant vendors within the meaning of this chapter, except those persons doing business in interstate commerce as otherwise provided in this chapter, or unless such license tax is prohibited by section 8 of article 1 of the United States Constitution.

Wholesale merchant means any merchant who sells to another for the purpose of resale.

(Code 1975, § 14-1)

Cross reference(s)—Definitions and rules of construction generally, ~~§ 1-2~~ Chapter 10, Article 6, of the Land Development Code.

Sec. 12-2. Classification of businesses.

The businesses for which ~~licenses~~ business tax receipts are required by this chapter shall be classified as follows, and such ~~licenses~~ business tax receipts shall be issued in accordance with the following regulations:

(1) *Manufacturers and manufacturing.* Under this classification are included a great many businesses engaged in manufacturing articles for sale. Under the ~~license~~ business tax receipt required for such classification, such ~~concern~~ business is entitled to sell its articles so manufactured at wholesale only. If the establishment is engaged in sale at retail, it shall be compelled to take out, in addition, a retail merchant's ~~license~~ business tax receipt. If such ~~concern~~ establishment is specially classified, it shall pay the ~~license~~ business tax of such special classification.

(2) *Merchant.* Under this classification are included a great many businesses engaged in selling goods, wares and merchandise at retail or wholesale. Any occupation engaged in selling goods, wares and merchandise which is specially classified shall pay the specially classified local business ~~license~~ tax receipt and not the merchant's local business ~~license~~ tax receipt. Any business not specially licensed and engaged in such business shall pay the merchant's local business ~~license~~ tax receipt. Any person who is both a wholesale and retail merchant, as defined in this chapter, is required to make separate reports for the wholesale business and for the retail business and to obtain ~~licenses~~ business tax receipts accordingly.

(3) *Professional.* Under this classification are included persons engaged in the practice of certain professions, each of which is enumerated. A separate professional ~~license~~ business tax receipt for each person engaged in the practice of such profession is required. Such ~~license~~ business tax receipt is a personal license and not transferable.

(Code 1975, § 14-2; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-3. Supervisor of local business ~~licenses~~ tax receipts.

(a) It is made the duty of the city manager or designee to appoint a supervisor of local business ~~licenses~~ tax receipts of the city and such part-time or full-time assistants as ~~he~~ may deem necessary. Such supervisor and code compliance officers shall have police powers and shall have the authority to implement and carry out the terms and intent of this chapter. The duty and authority of the supervisor of local business ~~licenses~~ tax receipts and code compliance officers shall include but not be limited to:

(1) Investigating all businesses, occupations and professions in the city;

(2) Making such inquiry as shall be necessary to determine whether or not a ~~license~~ receipt has been procured for such business or occupation;

(3) Reporting to the city manager or designee the names of all persons engaged in business without a ~~license~~ business tax receipt;

(4) Serving notices of violation of the terms of this chapter;

(5) Serving summons for the violation of the terms of this chapter.

(b) Any person refusing code compliance or the supervisor of local business ~~licenses~~ tax receipts ~~of his~~ or designee's permission to investigate and inquire for the purpose of determining whether such person has complied with the terms of this chapter and properly obtained a local business ~~license~~ tax receipt shall, upon conviction, be fined or imprisoned as set out in section 12-7.

(c) The ~~license~~ business tax receipt inspector, ~~and~~ assistant ~~license~~ inspectors or code compliance shall have concurrent power and authority, under the terms of this chapter, with the supervisor of local business ~~licenses~~ tax receipts, and therefore may carry out any of the functions and duties that are set forth in this chapter for the supervisor of local business ~~licenses~~ tax receipts.

(d) The supervisor of local business ~~licenses~~ tax receipts shall have the power and authority to request the aid of and thereby utilize the services of the police department of the city in order to enforce and implement the provisions of this chapter.

(Code 1975, § 14-3; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-4. Powers of police department.

The police department of the city is authorized and empowered to perform any function deemed necessary to implement, carry out and enforce the provisions of this chapter, when requested to do so by the city manager, the supervisor of local business ~~licenses~~ tax receipts or the city code compliance officer ~~license inspector~~. This authority shall include, but not be limited to, the power to serve notices and summonses and make arrests.

(Code 1975, § 14-4; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-5. Applicability of state law.

Nothing in this chapter shall be deemed to impose a local business ~~license~~ tax on any business or occupation except as authorized by F.S. Chapter 205 and section 166.221.

(Code 1975, § 14-5; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-6. Identification on motor vehicles used in connection with businesses, etc.

Every truck or motor-driven vehicle operated or used in connection with any business, occupation or profession in the city shall have painted on a prominent place on such truck or motor-driven vehicle the name and address of the business in which such truck or motor-driven vehicle is used.

(Code 1975, § 14-8)

Sec. 12-7. Violations; penalty.

(a) It is unlawful for any person, and all members, agents or persons in charge of the place of business of any firm or corporation to carry on, conduct or manage any business or profession, or to keep and use upon the streets of the city any vehicle for which a ~~license~~ business tax receipt is required, without first having obtained a ~~license~~ business tax receipt, or to fail to display or exhibit such ~~license~~ receipt as provided in this chapter or otherwise violate this chapter. The conviction and punishment of any persons for transacting any business without a ~~license~~ business tax receipt shall not excuse or exempt such person from the payment of any ~~license~~ tax receipt due or unpaid at the time of such conviction.

(b) Whenever a violation of the provisions of this chapter is found, the city may utilize the code enforcement procedures set forth in F.S. Ch. 162. Any person who is convicted of a violation of this chapter shall be punished as provided in section 1-13.

(Code 1975, § 14-9)

Secs. 12-8—12-25. Reserved.

ARTICLE II. ~~OCCUPATIONAL LICENSES~~[2] LOCAL BUSINESS TAX RECEIPTS

Sec. 12-26. Required; exceptions.

(a) It shall be unlawful for any person to engage in, manage or transact business within the city limits without first obtaining a ~~license~~ business tax receipt to do business under this chapter and paying the amount of such local business ~~license~~ tax.

(b) Any person who maintains a permanent business location outside of the municipal business boundaries and who does not maintain a permanent location or branch office within the city shall not be required to have a city local business ~~license~~ tax receipt. Such person shall be required to present evidence of his being ~~licensed~~ taxed elsewhere by furnishing a copy of his local business tax receipt for such other location or by affidavit.

(c) Each day's selling or disposing of merchandise, or engaging in business without making the affidavit as required in this article and obtaining proper ~~license~~ receipt, shall constitute a separate and distinct violation of this chapter.

(Code 1975, § 14-10; Ord. No. 2007-06, §§ 2, 3, 2-28-07)

Sec. 12-27. Separate ~~license~~ business tax receipt for each separate business; term.

(a) Whenever a local business ~~license~~ tax is levied against any profession, trade, shop or business classified herein, such local business ~~license~~ tax shall be required to be paid to carry on such business, whether it is connected or operated in conjunction with any other business or not, unless provisions to the contrary appear elsewhere in this chapter.

(b) The local business ~~license~~ tax levied against the various professions, trades and businesses described in this chapter shall be for yearly privilege, unless provisions to the contrary appear elsewhere in this chapter.

(Code 1975, § 14-11; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-28. Issuance subject to chapter provisions.

No ~~license~~ business tax receipt shall be issued or granted to any applicant to engage in the business of selling or disposing of merchandise of any kind, at retail or wholesale, or the practice or pursuit of any profession or occupation in the city, except upon the terms and conditions and subject to the provisions of this chapter.

(Code 1975, § 14-12)

[2]Cross reference(s)—Finance and taxation, Ch. 6; vehicles for hire, Ch. 23.

Sec. 12-29. Application; contents of registration.

Every person engaged in or managing any business in the city shall, on or before October 1 of each year, and always before engaging in any business, profession or occupation, make application for a ~~license~~ business tax receipt and ~~register in a book on file, to be kept for that purpose by the supervisor of local business licenses~~ and include, ~~his~~ name, profession or occupation and the location of the proposed place of business. Such application shall be made by the individual, or by one (1) of the partners or an officer of the corporation, as the case may be.

(Code 1975, § 14-13; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-30. Location of business; applicability of zoning regulations.

(a) Each applicant for a local business ~~license~~ tax receipt shall definitely state and set out the exact location at which such business shall be operated.

(b) Each applicant for a professional ~~license~~ business tax receipt shall state whether ~~he intends to~~ the practice ~~his~~ of the business will be at a definite business location ~~or not, and if he intends to maintain a~~ the place of business for the practice of such business, ~~he shall definitely state~~ and set out the exact location of such place of business.

(c) Before issuing a ~~license~~ business tax receipt, it shall be the duty of the director of community development or designee, to determine if the proposed business use as defined in Article 6 of Chapter 10 is allowed by the Tamarac ~~Zoning~~ Land Development Code. If the business is not allowed, the director shall not approve the local business ~~license~~ tax receipt application. Where a professional ~~license~~ business tax receipt is issued for general use and the applicant maintains no particular place of business, such ~~license~~ tax receipt should be marked "No business address—General use."

(d) Anyone who has a business telephone installed within the city shall be deemed to have established a business location or branch office, unless evidence is presented that such installation is for a period of thirty (30) days or less.

(e) Notwithstanding any provision to the contrary herein contained, certain businesses, professions or occupations may be conducted within a residentially zoned area subject to the issuance of a home-based business tax receipt as set forth in F.S. 559.955 and performance standards outlined in Section 10-3.4(D)(7) of the Land Development Code. ~~on a restricted basis for which a restricted local business license may be issued by the city when the owner of such business has secured a restricted local business license from the city subject to the city land use plan and provisions and limitations therein contained~~.

(1) Any person engaged in a personal profession or occupation which requires the use of his own personal residence may apply for a home-based business tax receipt ~~restricted professional local business license or restricted local business license~~. Such applicant may list his home address as the place of business and shall comply with F.S. 559.955 and Section 10-3.4(D)(7) of the Land Development Code and the following conditions:

~~a. No sign of any type may be posted or displayed on the premises which might serve to indicate that the premises are being used as a restricted professional or restricted occupational use and no vehicles with any signs painted on them, which might serve to indicate that the premises are being used as a restricted professional or restricted occupational use, shall be parked on the premises except that such vehicles may be parked within a closed garage in a manner which makes it impossible to be seen from a public right-of-way.~~

b. The applicant shall not use the premises including improvements thereon for the creation, storage, distribution, repair or sale of any merchandise or goods which would be visible from any location off the premises.

c. No employees of any type may be permitted on the premises at any time in connection with the authorized use for which the local business license is issued except immediate members of the licensee's family which shall be limited to spouse and children residing on the premises for which the license is issued.

d. No pickups or deliveries may be made from or to the premises except by the licensee or his employees as permitted and authorized herein.

e. No noise, odors, smoke or nuisance of any type shall arise from the conduct of the business herein permitted or authorized.

f. The applicant shall not cause or permit in connection with the business authorized herein any traffic that shall interfere or disrupt the normal traffic flow for street use in the neighborhood.

ag. Single-family and owner-occupied duplex all other residential properties structures, utilized for occupational home-based business uses pursuant to section 12-2(1)(a) of this chapter, shall conform with the City's Minimum Housing Code and shall provide comply with residential smoke detector requirements of the fire code and shall have a minimum of one (1) 2A-10BC multipurpose fire extinguisher, UL rated and provided with an approved standard service tag installed on the premises.

bh. Prior to issuance of local home-based business license tax receipt, any residential structure proposed for home-based business use shall be inspected for conformance with the city fire minimum housing code. An fire inspection shall be completed prior to any such local business license tax receipt being issued.

ci. Prior to issuance of local home-based business license tax receipt, all fees must be paid pursuant to this chapter.

(2) There shall be a report from the fire, community development and code enforcement departments.

(3) Notice of violation. Whenever the holder of a restricted professional local business license or a restricted local business license is found to be in violation of the provisions of this chapter, the city may utilize the code enforcement procedures set forth in F.S. Ch. 162.

(f) Before the issuance of the local business license tax receipt, it shall be the duty of the building official to require a pre-occupancy inspection for a minimum standard safety inspection of business establishments with new tenants in addition to the existing certificate of occupancy. This minimum standard safety inspection shall be performed by certified structural, electrical, plumbing, mechanical and fire inspectors. This minimum standard safety inspection fee is the same as established for Certificate of Occupancy Inspections by ordinance of the city commission.

A minimum standard of safety inspection shall include those requirements for compliance with the Florida Building Code, Florida Fire Prevention Code, Broward County Amendments, and other regulatory codes of the State of Florida such as but not limited to:

(1) Strength.

(2) Egress.

(3) Fire-resistance.

(4) Openings in walls.

(5) Electrical or plumbing equipment.

(6) Fire extinguishing system ~~apparatus~~.

(7) Handicap accessibility.

(8) Any other ~~NFPA 101~~ Life Safety system ~~Code~~.

Approval for such continued use shall not be construed to prohibit the inspection authority from at any time requiring that these minimum standards of safety be maintained during the period of use of the building in accordance with the Florida Building Code, Florida Fire Prevention Code and other regulatory codes of Broward County and the State of Florida in effect on the date of issuance of the permit ~~or the requirements of NFPA 101 Life Safety Code~~.

(Code 1975, § 14-14; Ord. No. 92-3, § 1, 1-8-92; Ord. No. 92-36, § 1, 6-24-92; Ord. No. 92-49, § 1, 9-23-92; Ord. No. 95-6, § 2, 4-26-95; Ord. No. 2007-06, § 2, 2-28-07; Ord. No. 2012-16, § 13, 7-11-12)

Sec. 12-31. Scope of payment of tax.

The payment of a ~~license~~ business tax under this chapter shall not authorize or legalize in any manner whatsoever the commission of any offense or crime against the city, the county, the state or the United States of America.

(Code 1975, § 14-15)

Sec. 12-32. Financial statement, inspection of inventories, etc.—Prerequisite to issuance of certain ~~licenses~~ business tax receipts.

(a) In all cases where the amount required to be paid for a ~~license~~ business tax receipt depends upon the amount of capital invested, value of goods or stock or property used in the business, it shall be the duty of the person applying for such ~~license~~ business tax receipt to render to the supervisor of local business ~~licenses~~ tax receipts a sworn statement of the amount of such capital, value of such stock, goods or other property, and such other proof, including insurance carried; and as a condition for the issuance of any such ~~license~~ receipt, the applicant shall be bound to submit for inspection and examination by the supervisor of local business ~~licenses~~ tax receipts, either before or after the ~~license~~ tax receipt is issued, inventories last taken or stock books, to show the amount of capital invested or the value of the stock of goods, wares or merchandise or other property carried or used in such business.

(b) The supervisor of local business ~~licenses~~ tax receipts may refuse to issue the ~~license~~ business tax receipt until such statement is filed and such inspection and examination is permitted. It shall be unlawful for any ~~licensee~~ applicant to refuse to allow such inspection and examination by the supervisor of local business ~~licenses~~ tax receipts.

(Code 1975, § 14-18; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-33. Same—False statements.

It shall be unlawful for any person to willfully make any false written affidavit as to the amount of the capital invested, or of the value of stock, goods or other property invested in the business and file such affidavit with the supervisor of local business ~~licenses~~ tax receipts or any other city official for the purpose of procuring a ~~license~~ business tax receipt for a less sum than is lawfully payable by the affiant or his principal. Any such ~~license~~ business tax receipt so obtained shall be void.

(Code 1975, § 14-19; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-34. Evidence of liability for ~~license~~ business tax; certificate of competency required for contractors.

(a) The fact that any person represents himself as being engaged in any business, occupation or profession for which a ~~license~~ business tax receipt is required for the transaction of business or the practice of such profession shall be evidence of the liability of such person to pay a ~~license~~ business tax, regardless of whether such person actually transacts any business or practices a profession. Displaying a sign or advertising indicating the conduct of a business or profession at a given location, advertising a business or profession in ~~the classified section of the telephone directory or city directory or other~~ any form of media or print shall be evidence that such person is holding himself out to the public as being engaged in a business or profession.

(b) Before a ~~license~~ business tax receipt can be issued to a contractor, such contractor must provide sufficient evidence of a certificate of competency issued by either the state, county or a municipality within the county that is deemed acceptable by the city building ~~and inspection~~ department.

(Code 1975, § 14-20)

Sec. 12-35. Insurance requirements for contractors.

(a) Every contractor granted a ~~license~~ business tax receipt shall be required to maintain at all times, with an insurance company authorized to do business in the state, employees' liability insurance or workers' compensation insurance and public liability insurance, with minimum limits on each not less than fifty thousand dollars ($50,000.00) for one (1) person and one hundred thousand dollars ($100,000.00) for more than one (1) person in any one (1) accident, and public property damage insurance with a minimum limit of not less than five thousand dollars ($5,000.00) for any one (1) accident.

(b) At the time application is made for a ~~license~~ local business tax receipt and before a ~~license~~ receipt can be issued, the contractor shall file with the building ~~inspector~~ department a certificate signed by a qualified agent for the insurance company stating that a policy has been issued to the ~~licensee~~applicant, or a form certifying that the contractor does not employ three (3) men or more and is not liable for state workers' compensation.

(Code 1975, § 14-21)

Sec. 12-36. Warehouses.

(a) Firms operating what are known as warehouses, no sale, from which they furnish and replenish their stores, are required to obtain a separate storage ~~license~~ business tax receipt for each distributing house or place in the city operated for the purpose of distributing goods, wares and merchandise among its retail stores.

(b) Any classified warehouse or storage depot conducting merchandise sales must secure a proper ~~license~~ business tax receipt in the classification which applies to the operation.

(Code 1975, § 14-22)

Sec. 12-37. Penalties for late payment of fees.

(a) Those ~~licenses~~ business tax receipts not renewed by October 1 shall be considered delinquent and subject to a delinquency penalty of ten (10) percent for the month of October, plus an additional five-percent penalty for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed twenty-five (25) percent of the local business ~~license~~ tax fee for the delinquent establishment.

(b) The penalties hereby imposed shall be collected in addition to the amount of the ~~license~~ tax, and the payment of such penalties shall not be pleaded as a bar to any proceeding charging the offense of doing business without a ~~license~~ receipt under this chapter.

(c) Any person engaging in or managing any business, occupation or profession without first obtaining a local ~~local~~ business ~~license~~ tax receipt, if required hereunder, shall be subject to a penalty of twenty-five (25) percent of the ~~license~~ business tax receipt determined to be due, in addition to any other penalty provided by law or ordinance.

(d) Any person who engages in any business, occupation or profession covered by this chapter, who does not pay the required local business ~~license~~ tax receipt within one hundred fifty (150) days after the initial notice of tax due, and who does not obtain the required local business ~~license~~ tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorney fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to two hundred fifty dollars ($250.00).

(Code 1975, § 14-23; Ord. No. 93-35, § 1, 12-22-93; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Due dates and delinquent penalties, F.S. § 205.053.

Sec. 12-38. Exemptions from payment of tax.

(a) All disabled persons physically incapable of manual labor, widows with minor dependents and persons sixty-five (65) years of age or older, with not more than one (1) employee or helper and who use their own capital only, not in excess of one thousand dollars ($1,000.00), upon filing with the supervisor of local business ~~licenses~~ tax receipt satisfactory proof of such conditions, shall be allowed to engage in ~~the~~ any business or occupation without being required to pay a business tax. ~~of merchant for the sale of merchandise other than drugs, medicines and liquors, without being required to pay the license tax as provided in this chapter for any such business.~~ The exemption provided by this section shall be allowed only upon the certification of a reputable physician, that the applicant claiming the exemption is disabled, the nature and extent of the disability being specified therein, and in case the exemption is claimed by a widow with minor dependents, or a person 65 years of age, proof of the right to the exemption shall be made. Any person entitled to the exemption provided by this section shall, upon application and furnishing of the necessary proof as

aforesaid, be issued a receipt which shall plainly be stamped or written across the face thereof the fact that it is issued under this section, and the reason for the exemption shall be written on the receipt.

(b) Any exemption permitted and provided for by state law shall be allowed and shall be implemented in accordance with the terms and provisions of the applicable statute.

(c) Upon written application on a form to be provided by the city clerk, charitable, educational, eleemosynary and other similar organizations, persons or groups may be relieved from the necessity of obtaining a local business ~~license~~ tax receipt otherwise required by this chapter. Such relief shall be granted in the following manner:

(1) By action of the city commission, where:

a. The application reveals a request for the use of publicly owned property such as, but not limited to, streets, parks or public buildings; or

b. Where the application reveals that the applicant desires to use, conduct or sponsor a circus, carnival or similar type of amusement by an amusement organization or professional amusement persons, in which event there shall accompany the application a copy of an executed contract between the applicant and such circus, carnival or similar type of amusement organization or professional amusement persons, reflecting that not less than fifty (50) percent of the net profits will be paid to the applicant, or in lieu of such copy, an affidavit to the same effect, sworn to and signed by the applicant.

All applications for waiver required to be passed upon by the city commission shall be accompanied by a certificate certifying that the applicant is in fact a nonprofit, charitable, educational, eleemosynary or other similar organization, person or group.

(2) By action for any application not required to be passed upon by the city commission; provided, that prior to any such waiver the supervisor of local business ~~licenses~~ tax shall determine that the applicant is in fact a nonprofit, charitable, educational, eleemosynary or other similar organization, person or group and attach his certificate to that effect to the application.

(Code 1975, § 14-24; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Exemption allowed certain disabled persons, the aged and widows with minor dependents required, F.S. § 205.162; other exemptions, F.S. §§ 205.063, 205.064, 205.171, 205.191, 205.192, 205.193.

Sec. 12-39. Amount of fee.

~~Licenses~~ Business Tax Receipts shall be issued to cover but one (1) location and but one (1) of the occupations of business classifications hereinafter set out unless permitted hereunder and the amounts assessed as business tax fees against the various trades, businesses and professions are created to read as follows:

CLASSIFICATION—USES RESIDENTIAL	CODE	BUSINESS FEE	REQUIREMENTS
Accessory dwelling unit	ADU	$364.30	Accessory dwelling unit shall be limited to one bedroom
Apartment complex – Multifamily	APC	$194.25	Rental Office
Apartment or unit, each	APA	$13.10	
Property management – leasing	PMP	$212.35	

Family day care home	FDC	$50	Limited to six (6) children. FS 166.0445 & 125.0109 applies
Home-based business	HOM	$212.30	The business shall perform consistent with Section 10-3.4(D)(7) of this Code and F.S. Sec. 559.955
Residential Life Safety Inspection	RLS	$50.00	Annual Inspection Required
Group Living			
Assisted living facility, Flat fee Up to six (6) residents	ALF	$401.75	~~HRS~~ State of Florida approval and inspection required; and certificate of occupancy; zoning distant of 1,000 feet; state license required
Fee for additional One (1) to six (6) beds	ALF1	$199.50	
~~Boarding or rooming house~~	~~BRH~~	~~$364.30~~	~~Per room or unit no individual kitchen facilities~~
~~Each room or unit~~	~~BRHR~~	~~$13.00~~	
~~Child care services—Limited to six (6) children~~	~~CCS~~	~~$66.50~~	~~In home hrs license certificate of insurance~~
Community residential home, type I—Six (6) or less residents	CRH1~~A~~	~~$401.75~~ 601.26	~~HRS~~ State of Florida approval and inspection required; and certificate of occupancy; zoning distant of 1,000 feet; state license required
~~One (1) to six beds~~	~~CRH1~~	~~$199.50~~	
Community residential home, type 2—Seven (7) to fourteen (14) residents	CRH2~~B~~	~~$401.75~~ 702.75	~~HRS~~ State of Florida approval and inspection required; and certificate of occupancy; zoning distant of 1,000 feet; state license required
~~Seven (7)—fourteen (14) beds~~	~~CRH2~~	~~$301.00~~	
Continuing Care Retirement Community	CCRC	$401.75	
Fee for additional One (1) to six (6) beds	CCRC1	$199.50	
Nursing home/convalescent facility	CV	$401.10	
One (1) to fifty (50) beds	CVB1	$200.25	
Over fifty one (51) beds	CVB2	$267.75	
~~Home office~~	~~HOM~~	~~$212.30~~	~~Mail and phone only; no employees or clients; no storage, commercial vehicles or signs permitted~~
~~Residential fire inspection~~	~~FIRE1~~	~~$50.00~~	~~Fire extinguisher and smoke detector required~~

CLASSIFICATIONS—USES PUBLIC, ~~AND~~ INSTITUTIONAL AND CIVIC	CODE	BUSINESS FEE	REQUIREMENTS
Community and Cultural Facilities			
Assembly hall	AH	$273.50	Accessory use
Club or lodge, Private	LPC	$273.50	
Country club	CCG	$273.50	Separate tax for Golf Course
Bingo games	BIN	$33.05	Accessory use

Bingo hall	BINN	$275.60	Accessory use
Hall for Hire	HH	$334.40	Includes Banquet facilities
~~Art school~~	~~ARS~~	~~$182.15~~	
~~Artist~~	~~ART~~	~~$90.80~~	~~Each~~
~~Instructional classes*~~	~~AL1~~	~~$133.60~~	~~*In addition to accessory retail use~~
Library, art gallery or museum	ARG	$182.15	Separate tax receipt for retail
Artist school	ARS	$182.15	
Artist	ART	$90.80	Each
Instructional classes	AL1	$133.60	In additional to accessory retail use
Municipal Facilities	MF	Fee exempt	
Religious Assembly	RA	Fee exempt	Fl. Stat. 205.191
Stadium or Arena	SA	$551.25	Plus each accessory use
Auditorium, public or private	AUP	$334.40	
Day Care Facilities			
Adult day care center	ADC	$200.55	
Child care facility/nursery	NUR	$200.55	Special Exception
Educational Facilities			
Business, trade and vocational school, Heavy	BVS1	$425.25	Heavy
Business, trade and vocational school, Light	BVS2	$425.25	Light
College or university	CU	$401.40	In addition to student enrollment
Less than 50 students	CU1	$133.85	
51 students or more	CU2	$200.55	
Dormitory or residence hall	DORM	$194.25	Accessory use
Dormitory or unit, each	DORM1	$13.10	
Parochial school, incidental	PS	$401.40	Incidental to a religious assembly
Less than 50 students	PS1	$133.85	In addition to Parochial school
51 students or more	PS2	$200.55	
Schools, public, private or religious	PV	$401.60	
Less than 50 students	PV1	$133.85	In addition to student enrollment
51 students or more	PV2	$200.55	
Health Care Facilities			
Clinic, medical, urgent care, or dental	PFF	$388.75	Includes PA and (1) individual with state license
Fee for additional state license and service	PFF1	$186.60	
Detoxification facility	DF	$468.00	
1 to 50 beds	DF1	$199.50	
Over 51 beds	DF2	$301.05	
~~Retail sales~~	~~MMR~~		~~Retail—See merchant~~
~~Churches and places of worship~~	~~CH~~	~~$267.75~~	~~For Profit~~
~~Churches and places of worship or non-profit facilities~~	~~N-P~~	~~Fee exempt~~	~~Requires 501.c(3) and not-for-profit corporation~~
Hospitals and sanitariums (public or private)	HS	$468.00	
1 to 50 beds	HS1	$199.50	

Over 51 beds	HS2	$301.05	
Post office	PO	Fee exempt	Governmental use—Non-profit
Post office accessory	POA	Fee exempt	Governmental use—Non-profit
~~Schools, public and private~~	~~PV~~	~~$401.60~~	~~Includes: satellite college or university; college or university, public or private~~
~~Pupils < 50~~	~~PV1~~	~~$133.85~~	
~~Pupils > 51 or more~~	~~PV2~~	~~$2O0.55~~	
Un-classified governmental uses	UGU	$267.75	Each use
Parks and open space			
Botanical Garden	BG	$401.60	Fee for each accessory use
Community Garden	CG	$200.55	
Golf Course business or office	GD	$194.25	In addition to all accessory uses
Golf Course	GD1	$468.00	
Golf carts, each	GCC	$36.20	Accessory to golf course
Golf cart service	GOC1	$92.90	Accessory to golf course
Driving range	GD2	$133.85	Accessory to golf course
Miniature golf- archery range	GD3	$133.85	Accessory to golf course
Golf or tennis pro	GPT	$186.60	Each
Miniature golf center	MGC	$401.60	
Park and playground	PAR	$401.60	

CLASSIFICATION—~~RETAIL and~~ COMMERCIAL USES	CODE	BUSINESS FEE	REQUIREMENTS
Agriculture and Animal-Related Services			
Agriculture, general	AG	$200.55	
Landscape, nursery, garden supp	LNU	$200.55	
Square ft. of area used*	NU1	$133.85	
Gravel, sand, sod, topsoil service	GR	$303.70	
Animal boarding kennel	AN-1	$267.75	
Animal clinic, veterinary office	AN-2	$133.85	No boarding of animals
Veterinarian/surgeon, each	AN-5	$186.60	At facility
Animal groomer, each	AN-4	$133.85	At facility
Animal groomer mobile	ANM-4	$133.85	Each
Pet care daily	PCD	$267.75	
Stable	ST	$267.75	
Food and Beverage Services			
Bakery	BA	$200.25	*In addition to retail
Bakery-Accessory use	BA1	$99.30	
Bar, lounge, or tavern	BAR	$267.50	Special Exception use
Bar, each	BARR	$267.50	Alcoholic beverage license
Bottle club	BT	$267.90	
Brewery	BRE	$267.50	
Food Truck	MFT	$00.0	Exempt
Nightclub	NTC	$535.80	Special Exception
Restaurant	RS		*Fee based on seating capacity

Capacity: 1 to 15	RS1	$166.95	
Capacity: 16 to 50	RS2	$301.05	
Capacity: 51 to 150	RS3	$434.95	
Capacity: 151 to 225	RS4	$702.95	
Capacity: 226 and over	RS5	$741.30	
Restaurant, fast casual (w/wo drive-through	RFC	$125.00	In addition to seating capacity
Restaurant, fast food (w/wo drive through)	RFF	$125.00	In addition to seating capacity
Carryout- Take out foods or beverages (w/wo drive-through)	CRT	$212.35	Such as coffee shops
Restaurant, with microbrewery	RBRE	$267.50	
Funeral and Internment Services			
Cemetery or mausoleum	CM	$803.50	
Crematorium	CC	$803.50	
Funeral home	FU	$803.50	
Funeral consultant	FUC	$304.20	
Funeral home embalmer	FU1	$186.60	State license, each
Lodging			
Bed and breakfast	BB	$212.35	No more than 8 sleeping rooms
Bed and breakfast- per room	BB1	$13.10	No more than 8 sleeping rooms
Hotel – Administrative Office	HTL	$186.60	
Hotel -Property Man/Leasing	PRP	$212.35	
Hotel – Per unit or room	HTL1	$13.10	Each
Hotel office and uses*	HTLS	$88.50	*In addition to accessory uses(vending machines, snack shop, restaurant, laundry machines, gift shops, etc.)
Offices, Business & Professional Services			
~~Abstract, title, or loan company; property closing; title insurance or appraiser~~	~~ABL~~	~~$267.00~~	~~Persons, corporations, firms or agents providing these business services either in part or in whole~~
~~Administrative offices or local offices—Agents~~	~~AGO~~	~~$194.25~~	~~Local business office—Maintaining no stock or inventory for retail or wholesale~~
~~Ambulance service company~~	~~AM~~	~~$188.75~~	~~Special exception certificate of convenience and necessity: HRS State of Florida license~~
~~Ambulances, each~~	~~AMB~~	~~$42.25~~	~~Accessory use to ambulance service~~
~~Answering service~~	~~ANS~~	~~$267.75~~	
~~Antique shop~~	~~ANT~~	~~$267.75~~	No used clothing
~~Apartment rental complex office~~	~~APC~~	~~$194.25~~	~~In addition to fee for each rental unit or apartment of two (2) or more units:~~
~~Apartment unit, each~~	~~APA~~	~~$13.00~~	~~Per unit~~

~~Property management and leasing~~	~~PRP~~	~~$212.25~~	
~~Appliance and electronics store, with service and installation~~	~~APP~~	~~$200.50~~	~~Fee based on inventory—See merchant~~
~~Arts and craft shop~~	~~ALC~~	~~$151.70~~	~~Retail sales—See merchant~~
~~Arts and craft instructional classes and craft parties~~	~~AL1~~	~~$133.50~~	
~~Art and graphic designer office~~	~~ARTG~~	~~$186.50~~	~~In addition to each art and graphic designer~~
~~Art and graphic designer, each~~	~~ART~~	~~$177.75~~	
~~Auction company or firm~~	~~AUC~~	~~$667.50~~	~~Special exception DBPR license req.~~
~~Auctioneer, each~~	~~AUCN~~	~~$200.25~~	~~Individual license only; firm or company, separate license~~
Bank/financial institution	FI	$535.75	
Bank/financial institution Acc.	FL1	$127.55	*Accessory use only
Office, professional and business	OFF	$186.60	
Contractor office	CO	$267.75	
Medical or dental office	PFF	$388.75	
Telephone call center	ANS	$267.75	
Personal Services			
Body piercing establishment	BPE	$254.10	
Body piercing technician	BPE1	$66.65	Each
Dry cleaning service	DRY1	$240.15	No chemical processing onsite
Dry cleaning pick-up station	DRY2	$166.95	Accessory
Coin laundry	DRY3	$289.80	No chemical processing onsite
Laundry, hand wash service	DRY4	$106.66	Accessory
Day spa	MGGB	$254.00	
Masseur or masseuse, each	MGG1	$66.65	
Message establishment	PF43	$254.00	
Massage therapist/spa technician	MGTW	$66.65	Each
Stylist/salon			
Barber	BEB	$80.85	In addition to operators/chairs
1 to 4 operators or chairs	BEB1	$194.25	
5 to 11 operators or chairs	BEB2	$267.85	
Over 12 operators or chairs	BEB3	$303.70	
Nail Salon / Tanning salon	BNTS	$151.45	In addition to number of technicians/specialists below
Nail salon – 1 to 3	BNTS1	$200.00	1 to 3 nail specialist/technician
Nail salon – 4 and over	BNTS2	$463.00	4 & more nail specialist/technician
Accessory activity, each	BNTS4	$66.65	Each activity: skin care, facials etc.
Tanning bed	BNTS5	$66.55	Each bed
Tanning salon	TAN	$267.75	
Tanning units 1 – 10	TAN1	$119.70	
Tanning units 11 or more	TAN2	$200.55	
Shoe repair	SRS	$133.85	Retail Sales General for add. fee
Tailor	TA	$166.95	

Tailor, accessory	TAA	$92.90	Accessory to business
Tattoo parlor establishment	TPE	$200.25	
Tattoo technician	TPE1	$66.65	Each
Recreation & Entertainment			
Adult Entertainment	ADE	$551.25	Additional receipt for sub uses
Adult bathhouse	ADE1	$200.55	
Adult bookstore	ADE2	$200.55	
Adult business and establishment	ADE3	$402.40	
Adult cabaret or theater	ADE4	$402.40	
Adult dancing establishment	ADE5	$402.40	
Adult dating service	ADE6	$254.10	
Adult encounter parlor	ADE7	$254.10	
Adult escort service	ADE8	$254.10	
Adult mini motion picture theater	ADE9	$402.40	
Adult photography/modeling	ADE10	$54.10	Studio
Amusement Arcade/center	ASA	$551.25	
Shooting gallery – paint ball	ASA1	$425.25	Add. receipt for accessory uses
Paint ball guns and accessories	PBG	$40.50	Each
Game machine	VVG1	$186.60	Each
Vending machines	VIN1	$7.85	Each
Bowling alley	BAW	$275.60	In addition to accessory uses
Bowling alley lane	BW	$53.00	Each
Carnival – Circus company	CIR	$92.90	Additional receipt for carnival
Carnival – Circus per week	CIR1	$669.60	
Concession stands	CIR2	$36.20	Each
Fitness/health and recreational sports center	HLH	$254.10	In additional to accessory uses such as retail
Movie Theater, Indoor	MV	$200.25	
Seats – 500 or less	MV1	$303.70	
Seats – Over 501	MV2	$535.75	
Juice and snack bar	JUS	$139.65	
Movie Theater – Drive-in	MV4	$669.60	
Recreation Center, indoor	RCOI	$401.60	
*Accessory use	MGC1	$66.65	*In addition to each accessory uses not listed
Children's rides	KR	$39.35	Each
Concession stands	MCC	$66.65	Each
Juice bar/Refreshment stand/Snack bar	JUS	$139.65	
Administrative Office	AGO	$194.20	
Retail	MMR		See Retail
Recreation Center, Outdoor	RCOO	$401.60	
*Accessory use	MGC1	$66.65	*In addition to each accessory uses listed above and not listed
Riding academy/Ice skating and roller rinks/ Roller blade and bicycle tracks	RIR	$424.25	Apply Code for each accessory uses listed above and not listed

Shooting range	SR	$559.90	
Retail Sales			
Bulk pool chemical sales	BPC	$303.70	
Convenience store	CON		Fee based on retail inventory
Equipment sales and repair, heavy	MS	$303.70	Apply Code for retail accessory use
Equipment rental/leasing	LER	$273.25	
Equipment rental/leasing acc.	LER1	$92.90	Accessory use
Farmer's market, outdoor	MRK	$186.60	
Medical Marijuana Dispensary	MMD	$186.60	See Retail Sales General/Add. fee
Furniture store	FRS		See Retail Sales General/ Add. fee
Furniture store showroom	FUR	$121.50	Minimal inventory and limited sale
Grocery store	GSR		Fee based on retail inventory
Liquor store	LIQ		Fee based on retail inventory
Vape & Smoke Shop	VSS		Fee based on retail inventory
Nursery	LNU	$200.55	
Square feet of area used*	NU1	$133.85	Receipt required for sq. ft. of area
Gravel/sand/sod/topsoil service	GR	$303.70	
Pawn shop	PW	$535.75	
Personal and household goods repair	PRS	$273.25	See definition in 10-6.2(C)
Locksmith	LO	$166.95	
Locks and keys – Accessory	LOO	$159.00	
Tailor	TA	$166.95	
Pharmacy	PHAR	$186.60	See Retail Sales General/Add. fee
Print shop	PMM	$212.35	
Retail sales/General	MMR		Fee based on retail inventory
Retail stock peak inventory:			
$1,000.00 or less	MM1	$106.55	
$1,001.00 - $5,000.00	MM2	$151.70	
$5,001.00 - $15,000.00	MM3	$212.35	
$15,001.00 - $25,000.00	MM4	$243.05	
$25,001.00 - $55,000.00	MM5	$334.05	
$55,001.00 - $105,000.00	MM6	$486.15	
$105,0001.00 - $150,000.00	MM7	$759.60	
$150,001.00 -$200,000.00	MM8	$911.40	
$200,001.00 or over	MM9	$1,060.50	
Vehicles and Equipment			
Boat and marine sales	BME	$267.75	See Retail Sales General/Add. fee
Car wash & auto detailing/Auto	AUT	$401.60	Accessory use
Car wash & auto detailing/ Non	AUTN	$401.60	Accessory use
Vehicle fuel sales/Gasoline station	GAS	$267.75	Separate receipt for retail sales
Vehicle rental -leasing	VRL	$303.70	
Per vehicle leased or rented	VRL1	$42.25	Each
Vehicle sales, new 1 to 25 vehicles	VSN	$402.30	Additional tax for accessory uses
Vehicle sales, new 26 and more	VSN1	$578.80	Additional tax for accessory uses
Vehicle sales, used 1 to 25	VSU	$402.30	Additional tax for accessory uses

Vehicle sales, used 25 and more	VSU1	$578.80	Additional tax for accessory uses
Vehicle service and repair, major	VSR	$182.15	
Vehicle service and repair, minor	VSR1	$182.15	

CLASSIFICATION— INDUSTRIAL USES	CODE	BUSINESS FEE	REQUIREMENTS
Communications			
Broadcast Studio	BD	$669.60	
Communication facility	WTF	$401.60	
Motion picture studio	MPS	$836.85	
Industrial Services			
Building material sales, Indoor	BUW	$267.75	Retail - Plus other sub uses below
Retail	MMR		Retail - See merchant
Administrative office	AGO	$194.25	
Warehouse – Storage	WAA	$401.60	
Showroom – Accessory	SHWW	$121.50	
Building material sales, Wholesale	MMW		Outdoor or Wholesale
Wholesale stock peak inventory:			
$1,000.00 or less	MM10	$133.85	
$1,001.00 - $5,000.00	MM11	$254.10	
$5,001.00 - $15,000.00	MM12	$364.60	
$15,001.00 - $25,000.00	MM13	$455.40	
$25,001.00 - $55,000.00	MM14	$546.75	
$55,001.00 - $105,000.00	MM15	$759.40	
$105,001.00 - $150,000.00	MM16	$911.40	
$150,001.00 - $200,000.00	MM17	$1,002.45	
$200,001.00 or over	MM18	$1,159.95	
Industrial service, general	WAS	$401.60	
Laboratory, research	PF20	$186.60	
Manufacturing & Production			
Assembly, light	AL	$200.55	No manufacturing on premises
Food processing	FPW	$267.75	
Manufacturing, artisan	MFA	$400.80	
Manufacturing, heavy	MFH	$401.50	
Manufacturing, light	MFL	$400.80	
Warehouse – On site	WAA	$401.60	Storage and distribution
Employing 1 to 25 people	MAO1	$212.35	
Employing over 26 people	MAO2	$425.25	
Wholesale	MMW		Add MMW stock inventory Code
Retail	MMR		Add MMR stock inventory Code
Utilities			
Utility facility, major	UFM	$836.85	
Utility facility, minor	UFM1	$401.60	
Wind energy conversion system	WECS	$401.60	
Warehouse, Wholesale & Freight			
Contractor's storage yard & supply	STY	$267.75	

Storage yard (cold storage)	SYC	$267.75	
Distribution center	DC	$401.60	
Food & other products, wholesale	FPW	$267.75	
Wholesale	MMW		Add MMW stock inventory Code
Administrative office	AGO	$194.25	Accessory use
Warehouse -Storage	WAA	$401.60	Accessory use
Showroom	SHWW	$121.50	Accessory use
Parcel delivery service	PDS	$212.35	
Personal hobby activity	HAC	$151.70	
Self-storage - Indoor	SLF	$186.90	In addition to the square footage
Under 5,000 sq. ft.	STA	$243.05	
5,001 to 8,000 sq. ft.	STB	$333,90	
8,001 to 25,000 sq. ft.	STC	$455.40	
Over 25,001 sq. ft.	STD	$546.75	
Self-storage, outdoor	STO	$267.75	In addition to square footage
Storage buildings	SBB	$401.60	
Wholesale establishment	WWG	$267.75	Add MMW stock inventory Code
Waste and Salvage			
Auto towing	TOW	$267.75	In addition to each tow truck
Tow truck	TOT	$42.25	Each
Auto wrecking and salvage yard	VE7	$267.75	
Recycling facilities	TRT	$200.55	
Wireless communication facilities			
Alternative tower structure - ROW	WTFR	$401.60	In addition to base station
Alternative tower structure-NROW	WTRN	$401.60	In addition to base station
Base station in right-of-way	BSR	$401.60	
Base station NOT in right of way	BSN	$401.60	
Small cell facility	SWF	$401.60	In addition to base station
Tower	TL	$836.85	In addition to base station

~~Auto dealer*~~ ~~*Dealers license required~~	~~AUD~~	~~$401.60~~	~~Person, corporation or firm buying or selling three (3) or more vehicles~~
~~Automobile dealership~~	~~AUD~~	~~$401.60~~	~~Special exception~~
~~Vehicle showroom~~	~~VES~~	~~$200.55~~	~~Retail license required for new and used vehicles~~
~~New vehicles * One (1) to twenty-five (25)~~	~~AUDN~~	~~$402.30~~	~~Additional licenses required for accessory uses:*~~
~~New vehicles * Over twenty-six (26)~~	~~AUDW~~	~~$578.80~~	
~~Used Vehicles* One (1) to twenty (20)~~	~~AUDU~~	~~$402.30~~	

Used vehicles * Over twenty-one (21)	AUDV	$578.80	
Auto detailing and car wash facility	AUT	$401.60	Special exception enclosed facility only
Automobile rental or leasing	AUR	$273.25	Special exception
Vehicle for rent or lease	AURL	$42.42	Each vehicle
Auto repairs General	ASRG	$182.15	Special exception (DACS) motor vehicle repair: certificate of insurance
Automobile showroom	ASW	$200.55	Special exception retail license required for new and used vehicles
Auto tag agency License bureau	ATG	$267.75	Separate license required for insurance sales, tax services
Auto tire sales and installation* *Includes: Tire repairs, retreading and vulcanizing (chemical tire treatment)	ATS	$133.75	Special exception retail license required
Bakery	BA	$200.25	(DACS) and retail license required as separate use
Bakery Accessory use	BA1	$99.30	(DACS) to licensed business
Barber and beauty supplies and equipment sales	BBS	$151.30	Retail license required
Bicycle, motorcycle, scooter, sales* and repairs	BIC	$200.55	*Retail See merchant
Boat, marine, small engines sales* and repairs	BME	$267.75	*Retail See merchant
Bookstore and video store and retail sales* No adult books or videos	BS	$200.55	*Retail license required for accessory sale items
Business machine repairs and sales*	BMR	$133.80	*Retail See merchant
Camera shop*	CAM	$168.00	*Retail See merchant
Film developing	CAMF	$66.50	Accessory use
Camera repairs	CAMR	$92.90	Accessory use
Car wash Self service	CAR	$267.75	Special exception
Circular and handbill distributing company	CLR	$200.25	
Clothing, shoe and accessory store*	CLS	$200.55	*Retail See merchant
Collection and claims agency	COLL	$406.85	(DACS) Required
Commercial lessor firm or corporation	CLF	$151.70	
Commercial unit	CLO	$26.70	Each
Commissary	CMM	$166.90	Accessory to restaurant
Consignment shop and dealer of secondhand goods*	CON	$200.55	*Used clothing limited to 25% of square footage
Convenience store with gas station	CSG	$267.75	Special exception

- Gas nozzle, each	CSN	$31.80	Each nozzle
- Retail	MMR		Retail—See merchant
Custom furniture shop and designer*	COD	$402.40	*Accessory use licenses required for showroom and retail sales (if applicable)
Decorator company or firm	DEC	$166.90	Includes: buntings, flags and pennants
Data processing or computer company or office	DP		
- Internet services and sales	DPS	$303.70	
- Repairs	DP1	$200.30	
- Service agency	DP2	$267.75	
- Software development	DP3	$334.30	
- Time sharing	DP4	$402.40	
- Consultant	DP5	$402.40	
- Combination of three (3) or more uses	DP6	$535.70	
- On-Line Currency Trading Retail	DP7	$267.75	
- Retail	MMR		Retail—See merchant
Department stores*	DEP		*Retail—See merchant
Designer company	DEE	$303.70	Includes: clothing, carpets
Discount department store*	DIP		*Retail—See merchant
Draftsmen	DR	$186.60	Not employed by registered architect or engineer
Drugstore or pharmacy		$186.60	State license (DBPR)
- Retail	MMR		Retail—See merchant
Floral or florist shop (DACS)	FL	$200.25	
- Floral accessory*	FL1	$133.75*	In addition to floral accessory license (balloons, toys, giftware, cards) Yellow Pages; FTD; Call-In
- Floral Telephone Orders	FL2	$267.75	
Fruit and vegetable market—Meat, poultry, seafood and delicatessen market*	MRK	$166.90	(DACS) Separate license required for retail—See merchant
- Fruit and vegetable market—Meat, poultry, seafood and delicatessen market	MRK2	$92.75	*Separate license required for each. As accessory use, each
Furniture store	FRS		Retail—See merchant
- Furniture store showroom	FUR	$121.50	Minimal inventory and limited retail sales
Gas company selling bottled gas	GAC	$166.75	Retail license required if equipment is sold
- As accessory use	GACA	$92.90	With licensed business
Gasoline service station*	GAS	$267.75	*Separate licenses required for retail sales and all accessory uses Special exception
- Nozzle, each*	GAS1	$31.80	
Gift and card shop	GCS		Retail—See merchant

Grocery store*	GSR		*Fee based on retail inventory—See merchant accessory use license
Gun shop	GU	$559.90	State license
Hardware, paint, glass, floor covering, and wallpaper store	HAR		Retail—See merchant
- Showroom	HARS	$121.50	*Accessory use license required for showroom
Hobby, fabric, arts and crafts shop	HAC	$151.70	
Ice cream store	ICE	$166.90	(DACS)
- Retail	MMR		Retail—See merchant
Ice cream vendor	ICV	$401.50	(DACS) certificate of insurance
Ice manufacturing, storage or delivery	ICM	$401.50	
Import and/or export company	IMP	$400.80	Department of commerce trade license
Interior decorator company	ID	$186.60	Does not include upholstery or re-upholstery on premises
Interior decorator, each	IDE	$186.60	(DBPR)
Jewelry, clock and watch repair	JCW	$200.25	Separate license required for retail sales
Jewelry dealer (Permanent records must be kept of all purchases and sales, including dates, names, etc.)	JD	$303.70	Buy and sell old gold, silver, and other precious metals; additional license required for retail sales
Jewelry designers	JDS	$303.70	Separate license required for retail sales
Jewelry exchange center	JE	$151.70	
Commercial lessor, per unit or space which rent is collected	CLO	$26.70	
Property management and leasing	PRP	$212.35	
Jewelry store* Individually owned (Includes repair of jewelry, watches and clocks)	JS		*Fee based on retail inventory—See merchant Accessory use license
Retail	MMR		Retail—See merchant
Landscape, tree planting or lawn maintenance company	LAWN	$121.50	Certificate of insurance
- Tree trimmer	CC*72	$212.30	Tree trimming license certificate of insurance
- Vehicle or truck, each	LAN1	$26.55	
Land development company	LAD	$303.70	
- General contractor, each*	CC*1	$267.75	*Separate licenses required for general contractor (GC) or real estate broker/agent certificate of competency real estate brokers license
- Real estate broker, each*	RE*1	$267.75	
- Real estate agent, each*	RE*2	$66.65	
Landscape, nursery and garden supplies	LNU	$200.55	

- Square feet of area used*	NU1	$133.85	*License required for square feet of area used
- Gravel, sand, sod, topsoil service or company	GR	$303.70	
- Retail	MMR		Retail—See merchant
Lawn mower sales and repairs	LMS	$127.60	
- Lawn mower repairs* (sharpening and grinding—Includes knives and keys)	LMR	$133.85	*Separate license required for repairs
- Retail	MMR		Retail—See merchant
Leasing and rental company	LER	$273.25	Retail License required for retail sales
- Leasing and rental accessory	LER1	$92.90	
Locksmith and key smiths	LO	$166.95	Insurance bond required
Locks and keys	LOO	$159.25	
Locks and keys, each ind.	RPP	$92.90	
Machinery, tools and construction equipment sales and services	MS	$303.70	No automobile repairs;
- Retail	MMR		Retail—See merchant
Marketing company	MR	$303.70	
Medical and dental supply sales	MSS	$194.25	Retail—See merchant
- Equipment renting/leasing	LER1	$92.90	Accessory use
Merchandiser	MER	$267.75	Buys and sells goods
Merchants—Retail and wholesale—See below	MMR MMW		Fee based on retail or wholesale inventory—See retail and wholesale listings
Merchants—Retail*	MMR		*Fee based on retail inventory—See merchant Merchants, storekeepers and dealers other than those specifically classified. Fee is based on peak retail stock:
Retail stock peak inventory:			
- $1,000.00 or less	MM1	$106.55	
- $1,001.00—$5,000.00	MM2	$151.70	
- $5,001.00—$15,000.00	MM3	$212.35	
- $15,001.00—$25,000.00	MM4	$243.05	
- $25,001.00—$55,000.00	MM5	$334.05	
- $55,001.00—$105,000.00	MM6	$486.15	
- $105,001.00—$150,000.00	MM7	$759.60	
- $150,001.00—$200,000.00	MM8	$911.40	
- $200,001.00 or over	MM9	$1,060.50	
Merchants—Wholesale*	MMW		*Fee based on wholesale inventory Merchants, storekeepers and dealers other than those specifically classified. Fee is based on peak wholesale stock:
Wholesale stock peak inventory:			
- $1,000.00 or less	MM10	$133.85	
- $1,001.00—$5,000.00	MM11	$254.10	
- $5,001.00—$15,000.00	MM12	$364.60	
- $15,001.00—$25,000.00	MM13	$455.40	
- $25,001.00—$55,000.00	MM14	$546.75	
- $55,001.00—$105,000.00	MM15	$759.40	
- $105,001.00—$150,000.00	MM16	$911.40	
- $150,001.00—$200,000.00	MM17	$1,002.45	
- $200,001.00 or over	MM18	$1,159.95	

Messenger and parcel delivery and delivery services	MSPD	$212.35	Certificate of insurance required
- Vehicle, each	MSSA	$39.60	
Microfilm and records storage company	MMS	$200.25	
Model and talent agency	MTA	$698.50	Bond and state license (DACS); insurance Special exception
Motorcycle sales and services	MSS		
- Motorcycle repairs	MSR	$92.90	Accessory use license
- Retail	MMR		Retail - See merchant
Moving agent	MVA	$166.95	Moving storage company license DACS and certificate of insurance
Moving storage company* (PODS containers)	MVS	$301.05	DACS and certificate of insurance *Retail license for moving supplies - See merchant
Moving company*	MVV	$200.25	DACS and certificate of insurance *Retail license for moving supplies - See merchant
Music company, composer or author	MUC	$254.10	Includes music composer and music author
Music installation company	MWV	$166.95	Requires permits, per installation
Newspaper or book publisher company	NP	$301.05	Daily and/or weekly
Newspaper bureau, agency	NP3	$267.75	Daily and/or weekly
Newspaper stand company	NS	$254.10	
- Newspaper stands	NSV	$7.85	Each
Newspaper telephone sales	NP4	$66.65	Each representative
Nightclub, or lounge	NTC	$535.80	Entertainment provided, either live or mechanical, dancing Special exception
Bar	BAR	$267.75	Alcohol beverage license
Bottle club	BT	$267.90	Bottle club license 14BC required
Restaurant*	RS		*Fee based on seating capacity - See restaurant
Paralegal - Public stenographer	PAS	$121.50	
Parking lot company	PAK	$133.85	Special exception
- One (1) to twenty-five (25)	PAK1	$100.00	
- Over twenty-six (26)	PAK2	$166.95	
Pet grooming shop	PEG	$133.85	Retail - See merchant
Groomer, each	PEGG	$133.85	
Pet - Bird shop	PE	$166.95	Retail - See merchant
Pet shop - Accessory use*	PE1	$92.90	*To licensed business
Pottery - Ceramic shop	PCR	$254.10	Retail - See merchant
- *Instructional classes	PCS	$133.60	*Accessory use license required for classes
Property investment company	PRO	$303.70	

Property management—Leasing company (management of land, janitorial and other functions of commercial or residential unit)	PRP	$212.35	Licenses required for each R.E. broker and R.E. agent (F.R.E.C. license required)
*Commercial lessor, per unit	CLO	$26.70	*Commercial lessor license required—Each space collecting rent
Public relations company or firm	PU	$187.40	
Real estate agent	RE*2	$66.65	Each agent (F.R.E.C.) (In addition to brokers lic.)
Real estate auction firm (must be conducted in city)	RE*3	$267.75	Valid F.R.E.C. license and not having a state license
Real estate broker	RE*1	$267.75	Each broker (F.R.E.C.) (In addition to real estate firm or corporation lic.)
Real estate firm, corporation	RE*	$267.75	F.R.E.C. (In addition to real estate brokers lic.)
Repair shop office	RPA	$166.95	Repairs on premises
*Accessory use (minor use)	RP19	$92.90	*Small appliances only
*Appliances (domestic)	RRC	$200.55	*Washers, dryers, sewing machines, small appliances
Auto electronics, air craft, alarms and stereos	RRA	$212.35	
Automobile, motor vehicle, battery and radiator	RPB	$182.15	ASC certification*
Beeper-pager-register-fax	RRB	$212.35	
Car wash	RRD	$255.55	
Gun repair	RRG	$191.10	
Heavy equipment	RRL	$267.75	
Marine-Boat-Small engine	RRM	$255.15	
Sports equipment	RRS	$182.15	
Tools and pumps	RRP	$200.55	Boiler and steam engines
Research analyst	REE	$254.10	
Restaurant*	RS		Grease trap maintenance required; sanitation agreement (4 to 6 pickups) *Accessory use
*Fee based on seating			
*Capacity:			
—Capacity: 1 to 15	RS1	$166.95	
—Capacity: 16 to 50	RS2	$301.05	
—Capacity: 51 to 150	RS3	$434.95	
—Capacity: 151 to 225	RS4	$702.95	
—Capacity: 226 and over	RS5	$741.30	
Take out (restaurant)*	RS6	$92.90	
Bar	BAR	$267.75	Special exception
Restaurant party room	RSP	$200.55	Restaurant accessory use
Restaurant, fast food* (with or without drive-through)	RFF	$125.00	Special exception *In addition to seating capacity—See restaurant
Retail—General	MMR		Retail—See merchant

Rummage sales (per day) In conjunction with charitable, school, religious or city social one (1) per year, no charge	RU*	$133.88	Certificate of insurance; letter of permission; BSO notification; Proof of 501.c(3)exemption*
Salesman—Sales agent	SA	$200.55	Retail—See merchant
Security and guard service (armed or unarmed)	SEG	$186.60Tc>(DBPR) bond or certificate of insurance	
Security Guard—each	SEGG	$88.50	
Sign shop—Corporation or firm	SIN	$166.95	Certificate of insurance certificate of competency
Sign contractor	CC23	$267.75	Each
Shoe repair shop	SRS	$133.85	Retail—See merchant
Shoeshine stand, each	RPJ	$30.15	Accessory use
Showroom—General	SH	$303.70	Minimal inventory—License required—See merchant
Showroom—Accessory	SHW	$121.50	Accessory to licensed business—Inventory $1,000.00 or less
Solicitation company or charitable organization	SOE3	Fee exempt	Non-profit 501.c and articles of incorporation—Not-for-profit
Solicitation company or organization (telephone sales and door-to-door sales—Delivery made at the time of sale or for future order)	SOC	$182.15	For profit surety bond
-Solicitor, each	SOE	$66.65	
-Solicitation—Per month	SOC1	$66.65	
-Solicitation—Per year	SOC2	$333.90	
Solicitation company by telephone	SOT	$267.75	Telephone sales and door-to-door sales—Delivery at time of sale or future order
-Retail	MMR		Retail—See merchant
Sporting goods store*	SPS	$194.25	*In addition to retail license based on inventory
-Sporting equipment repairs	RRS	$182.15	
-Retail	MMR		Retail—See merchant
Storage warehouse office	ST	$184.00	Special exception includes on-site living quarters for security and facility landlord or agent; retail—See merchant (includes boxes, tape, etc.)
-Each storage building:			
—Under 5,000 sq. ft.	STA	$243.05	
—5,001 to 8,000 sq. ft.	STB	$333.90	
—8,001 to 25,000 sq. ft.	STC	$455.40	
**Over 25,001 sq. ft. and Office	STD	$546.75	**Includes office
Storage yard (contractors)	STY	$267.75	Special exception
Storage yard (cold storage)	STC	$267.75	Special exception
Tax preparation service	TAX	$186.60	Not CPA

Telemarketing sales	TEL	$401.60	DACS required retail—See merchant
- Telemarketing agent, each	TEL1	$66.65	DACS required
Thrift and used merchandise store*	THU	$194.25	*In addition to retail license based on inventory—see merchant
Time share management and leasing office	TMGT	$166.95	F.R.E.C. license required
- Time share units, each	TMS	$26.25	F.R.E.C. license required leased and owned, per unit and per week
- Time share broker, each	TMSB	$267.75	
- Time share agent, each	TMSS	$66.65	
Top shop—Vehicle upholstery office	TPS	$186.60	Special exception retail—See merchant
- Accessory use	TPS1	$66.65	Each top or carrier
Travel bureau agency	TV	$200.55	ARC bond or letter of credit—(DACS)
Trailer/car top carrier office	TR	$166.95	
- Trailers and car top, carriers, one (1) to fifteen (15)	TR1	$108.90	Connected by a hitch
- Trailers and car top, carriers, over (15) fifteen	TR2	$200.55	Connected by a hitch
- Accessory uses	TPS1	$66.65	Licenses required
Unclassified	UN	$267.75	Businesses, occupations, professions, exhibits not listed, either temporary or fixed
Vendors (See F.S. § 205.064 for Florida-grown farm and fish products)	VD*	$334.40	DACS or DBPR Food-products, ice cream, snacks, soda, merchandise, and services from moving vehicle
Warehouses and mini-warehouses facility	WAA	$401.60	
Water distribution company	WAT	$133.85	Water sold in bottles
- Warehouse storage	WAS	$401.60	
- Retail	MMR		Inventory—See merchant

CLASSIFICATION—USES AND PERSONAL SERVICES	CODE	BUSINESS FEE	REQUIREMENTS
Adult entertainment business (in addition licenses for all other uses)	ADU	$551.25	Special exception (B-3 zoning district only)
Application review fee	ADR	$250.00	
- Adult bookstore and video	ADU1	$200.55	
- Adult cabaret, theater	ADU2	$402.40	
- Body piercing facility	ADU3	$254.10	Licensed physician
- Technician	ADU4	$66.65	Each
- Dating service	ADU5	$254.10	
- Tattoo parlor	ADU6	$200.25	
- Tattoo technician	ADU7	$66.65	Each

Advertising company	ADP	$243.05	Includes: advertising sales, directories, promotional goods and advertising agents, preparing advertising material in city or elsewhere
Alterations—Accessory use	ALT1	$66.65	As accessory to licensed business
Alterations shop	ALT	$119.70	
-*Custom sewing and design	ALT2	$401.60	*In addition to accessory uses
-*Dressmaking	ALT3	$119.70	
-*Embroidery	ALT4	$92.90	
-*Tailor	ALT5	$166.95	
-Retail	MMR		Retail—See merchant
Animal boarding kennel	AN-1	$267.75	Special Exception
Animal broker-exhibitor-trainer	AN-3	$243.08	
Animal clinic, veterinary hospital	AN-2	$133.85	No boarding of animals, no exterior runs or pens
-Veterinarian/surgeon, each	AN-5	$186.60	At facility
-Animal groomer, each	AN-4	$133.85	At facility
-Retail	MMR		Retail—See merchant
Animal grooming mobile	ANM-4	$133.85	Each
Animal veterinarian/surgeon	AN-5	$186.60	Each
Answering service	ANS	$267.75	
Answering service rep., each	ANP	$92.90	
Art graphic designer office	ARTG	$186.60	
Art and graphic designer, each	ARTD	$186.60	
Artist, each	ART	$90.80	Accessory Use at licensed business
Astrologers* each	AS	$970.20	*Including: fortune tellers, palmists, mind-readers, mediums, clairvoyants, phrenologists and others of a similar nature
-Facility—Office	AGO	$194.25	
-Retail	MMR		Retail—See merchant
Athletic and health clubs	AT	$213.15	Retail—See merchant
Auto tag and license agency	ATG	$267.85	
Insurance office*	INSD	$182.15	*Separate licenses required for insurance sales and income tax services, and all other accessory uses not listed
Insurance agent*, each	INWA	$66.65	
Tax preparation service*	TAX	$186.60	
Auction company, corporation or firm	AU-2	$667.50	DBPR—Conducting sales from established place of business
-Auctioneer	AU-1	$200.25	Each
Auto dealer (types: auction, franchise, independent, wholesale)	AUD	$401.60	Sells, buys, or displays for sale, three (3) or more motor vehicles per year
Auto detailing company	AUT	$401.60	Special exception enclosed facility only
Automatic/self-service car wash	CAR	$267.75	Special exception

- Detailing	AUT	$401.60	
- Vending machines	VIN1	$7.85	Each
- Retail	MMR		Retail—See merchant
Bank—Financial institution (with drive-thru)	FI	$535.75	Special exception
Bank—Financial institution (with no drive-thru)	FI	$535.75	
Bank—Financial institution*	FL1	$127.55	*Accessory use only
Banquet facility	CTB	$334.40	Includes caterers and parties; includes one (1) truck
Bar, each	BARR	$267.50	Alcoholic beverage license
Bar-lounge	BAR	$267.50	Special exception see nightclub or lounge if music, entertainment or dancing provided; no food preparation
Barber—Beauty shops	BEB	$80.85	State CE license
- 1 to 4 operators or chairs	BEB1	$194.25	
- 5 to 11 operators or chairs	BEB2	$267.85	
- Over 12 operators or chairs	BEB3	$303.70	
- Nail specialist	BEB4	$39.60	Each
- Waxing and electrolysis	BEB5	$66.65	Each
- 1 to 3 manicurists	BEB6	$84.75	
- 1 to 3 nail specialists	BEB7	$182.15	
- 4 or more nail specialists	BEB8	$273.25	
- Facial and skin care specialist	BEB9	$66.65	Each
- Facial and skin care specialist independent	BEBF	$66.65	Each
- Permanent makeup specialist	BEPM	$90.80	Each
- Retail	MMR		Retail—See merchant
Billing service	BIL	$166.95	
Blueprint and multi-graph company	BMG	$212.35	Includes: photostats, lithograph, mimeographing
Retail	MMR		Retail—see merchant
Boarding kennel	AN-1	$267.75	Special exception
Bondsmen, professional	BON	$568.30	Cash
Bondsmen, professional	BON1	$200.00	Surety—Must meet dept. of insurance requirements
Book publisher	BOSP	$303.70	
Brokerage firms*	BK	$401.60	*Selling stocks, bonds, futures or options; state license required
- Auto broker	BKA	$273.25	All other brokers—No display rooms
- Yacht—Ship broker (sales charter)	BK2	$133.85	
- Commodity-produce broker	BK3	$267.75	
Burglar alarm—Monitoring co.	BU	$267.75	
Business advisor—Consultant	BVSE	$273.25	

Business machine company	BVS3	$166.59	Retail license if equipment is sold—See merchant
- ATM machines, each	BVSA	$127.55	Installed at lic. business
- Business machine repairs	BVSR	$133.85	Accessory use
Business, trade and vocational schools	BVS2	$425.25	For profit
Carpet and rug cleaning co.	CRR	$166.95	Not associated with laundry
Carryout-Takeout foods (with or without seating)	CRT	$212.35	DACS
Carryout foods—accessory	CTT	$108.90	
- Catering accessory*	CTBA	$96.85	*to licensed deli or retail
- Restaurant—< 16 Seats	CRTB	$66.65	Accessory to restaurant
- Restaurant—< 17 Seats	CRTA	$92.90	Accessory to restaurant
Catering service	CTC	$334.40	Includes one (1) truck
- Catering accessory*	CTBA	$96.85	*Accessory to licensed deli
- Carryout Foods—Accessory	CTT	$108.90	Accessory
- Food Service Accessory	CTAD	$96.85	Accessory
- Restaurant—< 16 Seats	CRTB	$66.65	Accessory to restaurant
- Restaurant—< 17 Seats	CRTA	$92.90	Accessory to restaurant
Check cashing store	CCP	$285.30	Includes: payroll advance, western union, money order, dept. of finance license required
- *Check cashing, payroll advance, money orders, Western Union	CPA	$92.90	*Accessory to licensed business
- Retail	MMR		Retail—See merchant
Church facility	CH	$267.75	For profit
Church facility	NON	Fee exempt	Not-for-profit 501.c-3 required
Clinic, medical or dental facility	PF37	$186.60	In addition to licenses for all medical staff and services
- Acupuncture, each	PF1A	$186.60	(DBPR)
- Chiropractor, each	PF7	$186.60	(DBPR)
- Physicians, each	PF15	$186.60	(DBPR)
- Laboratory	PF20	$186.60	(DBPR)
- Physical therapist, each	PF32A	$186.60	(DBPR)
- Massage therapist, each	PF33	$186.60	(DBPR)
- Physician's assistant, each	PF40	$186.60	(DBPR)
- Massage establishment	pf41	$186.60	Required with (DBPR)
Clinic, veterinary	AN-2	$133.85	In addition to licenses for all veterinarians and services
- Veterinarian	AN-5	$186.60	Each
- Groomer	AN-4	$133.85	Each
- Retail	MMR		Retail—See merchant
Contractor-corporation or office	CC*	$184.00	All contractors shall have a current state licensing certificate of competency (850) 487-1395 or certificate of competency from Broward County (954) 765-5108

			~~and certificate of insurance and workers comp. insurance~~
Contractors			
~~General contractor~~	~~CC*1~~	~~$267.75~~	
~~Engineering contractor~~	~~CC*2~~	~~$267.75~~	
~~Electrical contractor~~	~~CC*3~~	~~$267.75~~	
~~Plumbing contractor~~	~~CC*4~~	~~$267.75~~	
~~Steel contractor~~	~~CC*5~~	~~$267.75~~	
~~Consultant contractor (no field work)~~	~~CC*6~~	~~$267.75~~	
~~A/C, refrigeration contractor~~	~~CC*7~~	~~$267.75~~	
~~Duct installation/sheet metal contractor~~	~~CC*8~~	~~$267.75~~	
~~Elevator contractor~~	~~CC*9~~	~~$267.75~~	
~~Flooring/finishing contractor~~	~~CC*10~~	~~$267.75~~	
~~Glazing contractor~~	~~CC*11~~	~~$267.75~~	
~~Lathing contractor~~	~~CC*12~~	~~$267.75~~	
~~Lot clearing/grading cntr~~	~~CC*13~~	~~$267.75~~	
~~Insulation contractor~~	~~CC*14~~	~~$267.75~~	
~~Landscape contractor~~	~~CC*15~~	~~$267.75~~	
~~Mason/cement contractor~~	~~CC*16~~	~~$267.75~~	
~~Ornamental decor contractor~~	~~CC*17~~	~~$267.75~~	
~~Painting contractor~~	~~CC*18~~	~~$267.75~~	
~~Roofing-sheet metal~~	~~CC*21~~	~~$267.75~~	
~~Septic tank contractor~~	~~CC*22~~	~~$267.75~~	
~~Sign contractor~~	~~CC*23~~	~~$267.75~~	
~~Solar heating contractor~~	~~CC*24~~	~~$267.75~~	
~~Sprinkler system contractor~~	~~CC*25~~	~~$267.75~~	
~~Swimming pool contractor~~	~~CC*28~~	~~$267.75~~	
~~Tile, terrazzo, marble and granite contractor~~	~~CC*30~~	~~$267.75~~	
~~Wrecking contractor~~	~~CC*31~~	~~$267.75~~	
~~Well drilling contractor~~	~~CC*32~~	~~$267.75~~	
~~Blinds installation contractor~~	~~CC*33~~	~~$267.75~~	
~~Burglar alarm contractor~~	~~CC*34~~	~~$267.75~~	
~~Liquefied petroleum gas cntr~~	~~CC*35~~	~~$267.75~~	
~~Subcontractors~~	~~CC*39~~	~~$267.75~~	
~~Carpenter-cabinetmaker-refinishers and/or wood wkrs~~	~~CC*40~~	~~$267.75~~	
~~Drywall contractor~~	~~CC*45~~	~~$267.75~~	
~~Sandblasting contractor~~	~~CC*47~~	~~$267.75~~	
~~Roof painting and cleaning~~	~~CC*48~~	~~$267.75~~	
~~Rough carpentry and formwork~~	~~CC*51~~	~~$267.75~~	
~~Non-electric sign erection~~	~~CC*52~~	~~$267.75~~	
~~Roof decks~~	~~CC*53~~	~~$267.75~~	
~~Gasoline tank and pump cntr.~~	~~CC*54~~	~~$267.75~~	

Water conditioning contractor	CC*55	$267.75	
Fire alarm contractor	CC*56	$267.75	
Communication sound system contractor	CC*57	$267.75	
Underground and aerial utility transmission/distribution line	CC*61	$267.75	
Surfacing, seal coating, pavement and signage cntr.	CC*62	$267.75	
Concrete driveways, curbs, gutters and sidewalks cntr.	CC*63	$267.75	
Fuel transmission and distribution line contractor	CC*64	$267.75	
Road/asphalt/concrete paving	CC*66	$267.75	Docks and seawalls included
Marine harbor facilities	CC*67	$267.75	Not classified
All other contractors	CC*71	$267.75	
Sub-contractors			
Pile drivers	CC*19	$160.10	
Pipe fitters	CC*20	$160.10	
Steel sash and window installation	CC*26	$160.10	
Structural/reinforcing iron	CC*27	$160.10	
Swimming pool service plaster and marcite work	CC*28A	$160.10	
Swimming pool cleaning and maintenance	CC*29	$160.10	
Ceiling-acoustical tile	CC*36	$160.10	
Fence installation	CC*37	$160.10	
Screen enclosure	CC*38	$160.10	
Awning installations	CC*41	$160.10	
Finished carpentry	CC*42	$160.10	
Concrete placing and finishing	CC*43	$160.10	
Non-explosive demolition	CC*44	$160.10	
Elevator maintenance	CC*46	$160.10	
Plastering and wallpapering	CC*49	$160.10	
Waterproofing	CC*50	$160.10	
Community antenna TV, radio and satellite dist. ctr.	CC*58	$160.10	
Pneumatic control (relating to compressed air)	CC*59	$160.10	
Paver installation	CC*60	$160.10	
Feeder distribution interface installer	CC*65	$160.10	
Carpet installer	CC*68	$160.10	
Cable television installer	CC*69	$160.10	
Jack and bore installer	CC*70	$160.10	
Tree trimmer	CC*72	$212.35	
Non-explosive demolition	CC*73	$160.10	
All other sub-contractors	CC*74	$212.35	Not Listed

Screen repairs	CC*75	$160.10	No structural or enclosures
Day care, child care nursery	NUR	$200.55	Special exception HRS
Commercial facility		$200.55	HRS
Dialysis center	DYY	$401.60	Special exception
- One (1) to 15 units	DYY1	$133.85	
- Over sixteen (16) units	DYY2	$366.70	
Dressmaking and alteration shops	DRE	$119.70	Retail—See merchant (if material and sewing items sold)
- Dressmaking and alterations	DRE1	$66.65	Accessory use
Dry cleaning company or firm	DRR	$166.95	Special exception
- Dry cleaning plant	DRY1	$240.15	(Dry cleaning on premises)
- Shoe repair	RPG7	$133.85	
- Alterations	TAA	$92.90	
- Retail	MMR		Retail—See merchant
Dry clean pickup station	DRY2	$166.95	Includes pickup and delivery to customers
- Shoe repair	RPG7	$133.85	
- Alterations	TAA	$92.90	
- Retail	MMR		Retail—See merchant
Electronic repairs	RPF6	$212.35	Includes: radio, stereo, television and video equip.
Emergency health care facility*	EHC	$186.60	*Medical staff and on-site lab licensed separately
Emigrant agents	EA	$1,004.30	Includes any agent, solicitor or recruiter engaged in the business of hiring, enticing or soliciting of laborers or emigrants
Express or parcel delivery services	EXP	$212.35	
- Vehicle	EXPV	$39.60	Each
Express or parcel delivery distribution center	EDC	$212.85	
Extermination service or pest control company (power-spraying, household or commercial)	EXTP	$267.75	State license certificate of insurance
- Exterminator, each	EXX	$90.80	HRS license and insurance
Finance and discount company	FD	$593.75	Includes account liquidators, personal and mortgage loans, moneylenders and credit associations
Financial institutions or companies	FI	$535.75	Commercial banks, trust companies, building or saving and loan associations
Financial institutions	FI1	$127.55	Accessory use to licensed business
Fire extinguisher services	FIRS	$303.70	Retail—See merchant
Funeral consultant	FUC	$304.20	
Funeral home	FU	$803.50	State License
- Funeral home embalmer	FU1	$186.60	State license, each

Health, physical fitness, spa and weight reduction facility*	HLH	$254.10	*In addition to accessory uses DBPR certificate of insurance
- Retail			Retail - See merchant
Herbalist facility	HB	$186.60	Retail - See merchant
- Herbalist	HBR	$186.60	Each
- Retail	MMR		Retail - See merchant
Home health care services or agency	HC	$401.60	DBPR
Home inspection services	HMS	$254.10	
Hotels - Administrative office	HTL	$186.60	
- Hotel - Property management and leasing	PRP	$212.35	
- Hotel - Per unit or room	HTL1	$13.10	Each
- Hotel office and uses*	HTLS	$88.50	*In addition to accessory uses (vending machines, snack shop, restaurant, laundry machines, gift shop, etc.)
Household janitorial maintenance* (limited to commercial and domestic window cleaning; pressure cleaning of patios, driveways, sidewalks only)	HAM	$163.80	*No handyman work *No repairs, plumbing, fan installation, plumbing, electrical, structural work No roof cleaning Certificate of insurance
House/pet sitter	HOS	$191.10	Bonded and insured
Insurance adjuster - Solicitor	INSA	$96.85	Each
- Insurance agency or office	INSD	$182.10	
Insurance company (each company doing business within the corporate limits of city)	INS*1	$200.25	State license includes: casualty, liability, fire, industrial and life insurance companies
Insurance office - Individually owned	INSD	$182.15	Located in city one (1) or more types of insurance (casualty and liability; fire; industrial; life insurance)
- Agent, each	INWA	$66.65	
- Insurance agent	INS*2	$160.10	Each agent - Writing insurance for company
Insurance traveling agent	INSB	$92.90	Each
- Insurance office	INSD	$182.15	
Juice bar - Refreshment stand - Snack bar	JUS	$139.65	DBPR
- Juice bar accessory	JUU	$84.75	To licensed business
Laboratory, general	LAB	$186.60	DBPR testing and research
Laboratory, dental and medical	PF20	$186.60	Facility - DBPR
- Laboratory staff, each	PF40	$186.60	
- Physician, each	PF15	$186.60	
Laundromat	DRY3	$289.80	Self Service
- Laundry, hand wash service	DRY4	$106.55	Accessory

- Dry cleaning pickup station	DRY2	$166.95	Accessory
Linen-towel, uniform, diaper service company*	LNSU	$186.60	*Separate license required for on-site laundry service special exception
- Laundry, hand wash service	DRY4	$106.66	Accessory
- Dry cleaning service	DRY1	$240.15	Accessory
Locksmith	LO	$166.95	Insurance bond
- Locks and keys—Accessory	LOO	$159.00	With licensed business
Maid cleaning service	MAD	$212.35	Insurance or bond
Mail and packing store, private	MAA	$191.10	
- Mail box rental, each	MAB	$18.10	Commercial use, each
- Package and drop shipping	CATS	$163.50	
- Retail	MMR		Retail—See merchant
Maintenance and janitorial service or company	MAJP	$182.15	Insurance or bond (commercial, domestic, window cleaning, pressure cleaning (sidewalks, patios, driveways only). No roofs; no handyman work
Manufacturers representative	MFR	$400.80	No inventory
Manufacturing company administrative office	MAO	$186.60	License required for retail and/or wholesale sales—See merchant
- Warehouse—On-site	WAA	$401.60	Storage and distribution Includes owner and operators
- Employing 1 to 25 people	MAO1	$212.35	
- Employing over 26 people	MAO2	$425.25	
- Wholesale	MMW		Wholesale—See merchant
- Retail	MMR		Retail—See merchant
Marketing company	MR	$303.70	
Martial arts facility	MRF	$254.00	Insurance
- Martial arts instructor, each	MRS	$106.55	Insurance
- Retail	MMR		Retail—See merchant
Massage—Body wrap-day spa salon	MGGB	$254.00	DBPR insurance
- Masseur or masseuse, each	MGG1	$66.65	DBPR—Massage only—No physical therapy
- Massage therapist-body wrap technician, each	MGTW	$66.65	DBPR, each
- Accessory uses, each	MGA	$66.65	Each activity: waxing, skin care, facials, electrolysis, etc.
- Tanning—1—10 beds or units	TAN1	$119.70	
- Tanning—> 11 beds or units	TAN2	$200.55	
- Retail	MMR		Retail—See merchant
Miniature picture machine company	MD	$836.85	Installing, maintaining, and operating coin-operated machines
- Machine, each	VVG	$186.60	
Motion picture studio	MPS	$836.85	Special exception
Movie theater	MV	$200.25	Special exception

- Seats—500 or less	MV1	$303.70	
- Seats—Over 501	MV2	$535.75	
- Juice and snack bar	JUS	$139.65	
- Drive-in theater	MV4	$669.60	
Music teacher (each)	MUT	$186.60	Lessons in pupils homes No retail sales
Musicians, street	MUI	$334.40	Per week
			Permit required insurance/hold harmless
Music juke box	MUR	$186.35	Accessory to business
Music machines—Karaoke-disc jockey	MUK	$212.35	
Music accompaniment	MUKA	$186.60	Accessory to business
Nail salon-tanning salon	BNTS	$151.45	DBPR
- 1 to 3 nail specialists/technicians	BNTS1	$200.00	DBPR
- 4 or over nail specialists/technicians	BNTS2	$463.00	DBPR
- Accessory activity, each	BNTS4	$66.65	DBPR—Each activity: skin care, electrolysis, facials, tanning, ear piercing, massages, etc.
- Tanning bed	BNTS5	$66.65	DBPR—Each bed
- Massage establishment	PF43	$186.60	DBPR—required if massages are performed
- Retail	MMR		Retail—See merchant
Nursing home or convalescent facility	CV	$401.10	HRS
- One (1) to fifty (50) beds	CVB1	$200.25	
- Over fifty-one (51) beds	CVB2	$267.75	
Painting—Decorating—Interior	PF4A	$186.60	DBPR
Designer contractor			Insurance
Pay-day advance	PY	$303.70	
Personal services	PRS	$273.25	Subject to zoning
Picture framing	PCF	$267.75	Retail—See merchant
Photographer (mobile)	PHH	$267.75	Includes: commercial, video, mobile, passport or portraits
Photo studio and processing	PHHS	$267.75	Includes: commercial, video, mobile, passport or portraits
- Photographer	PH1	$92.90	Accessory to photo studio
Photo lab service	PHSL	$166.95	Retail—See merchant
Print shop	PMM	$212.35	Includes: multi-graphing, blueprint, photostat, embossing, bookbinding, engraving, mimeographing, letter writing
Promoter—Party planner	PPP	$303.71	Includes: entertainment, sports, parties or contests
Radio or television booster or cable company	RD	$401.60	

Retirement/adult congregate living facility	RT	$401.60	Special exception
- One (1) to fifty (50) beds	RTA	$200.55	
- Over fifty-one (51) beds	RTB	$301.05	
Self service storage facility	SLF	$186.90	Special exception
- Under 5,000, each bldg.	STA	$243.05	
- 5,001 to 8,000, each bldg.	STB	$333.90	
- 8.001 to 25,000, each bldg.	STC	$455.40	
- Over 25,001, each bldg.	STD	$546.75	Includes on-site living quarters for security purposes for landlord or agent
- Administrative office	AGO	$194.25	
- Storage yard	STY	$267.75	
- Retail	MMR		Retail - See merchant
Shoe repair	RPG7	$133.85	Retail - See merchant
Studio, instructional	INC	$186.60	Instructional classes
- Instructional classes	INC1	$92.90	Accessory use
Studio, professional	INP	$186.60	Artists, including retouching, sketching, cartooning, etc.
- Architects	PF4	$186.60	Each (DBPR)
- Artist	ART	$90.80	Each
Tailor shop (dressmaking)	TA	$166.95	Includes: custom sewing and design and alterations;
- Tailor, accessory	TAA	$92.90	Accessory to Business
Tanning salons	TAN	$267.75	HRS Certificate of insurance
- 1 - 10 tanning units	TAN1	$119.70	
- Over 11 tanning units	TAN2	$200.55	
Telemarketing sales	TEL	$401.60	DACS Retail - See merchant
- Telemarketing agent, each	TEL1	$66.65	DACS
Time share company	TMGT	$166.95	
- Property management and leasing	PRP	$222.95	
- Time share apartment units	TMS	$26.25	Each
- Time share broker	TMSB	$267.75	Each (F.R.E.C.)
Towing service company	TOW	$267.75	Special Exception Certificate of insurance Broward County Consumer Affairs
- Tow truck	TOT	$42.25	Each
Trash transfer facility (recycling center)	TRT	$200.55	Special exception
Travel agency	TV	$200.55	DACS Letter of credit or bond
Upholstering company	UP	$200.55	Special exception No manufacturing on premises
- Retail	MMR		Retail - See merchant
Vehicle air conditioning service and repair	VE18	$267.75	Includes: power steering and suspension service

- Repair shop office	RPA	$166.95	
- Air conditioning service and repair accessory	RPH8	$200.55	Accessory
- Retail sales	MMR		Retail - See merchant
Vehicle dealership	VED	$405.00	Special exception
- Vehicle showroom*	VES	$200.55	
- New cars: 1 to 26*	VESN	$402.40	*Retail sales for new and used cars based on
- New cars: 27 and over*	VESW	$578.80	Inventory - See merchant
- Used cars: 1 to 20*	VEU	$402.40	
- Used cars: Over 21*	VEV	$578.80	
- Vending machines	VIN1	$7.85	Soda and Snack Machines, each
Vehicle driving instructor	VE20	$200.00	Certificate of insurance teaching certificate
- Driving vehicle, each	VED	$42.25	
- Driving instructor	VEC	$92.90	Accessory to licensed business
Vehicle leasing - Rental company	VE16	$303.70	Limited to cars only special exception
- Per vehicle (car) leased or rented	VE17	$42.25	Each
Vehicle parking lot office	VE4	$182.15	Special exception
- 1 to 26 vehicles	VE5	$133.85	
- Over 26 vehicles	VE6	$267.75	
- Wrecking, hauling, salvaging	VE7	$267.75	
Vehicle washing - Polishing - Detailing	VE3	$133.85	Enclosed facility only special exception
- Vehicle washing and polishing	VE3A	$93.15	No vehicle detailing
- Vehicle detailing	AUT	$401.60	
- Tire repair	VE14	$133.85	(Vulcanizing, re-treading)
Vending machine distributor company	VIN2	$133.85	Includes: refreshment, soda, snack, copy, stamp, weighing and dispensers
- Vending machine	VIN1	$7.85	Each
Vendor (moving vehicle)	VD*	$334.40	DACS or DBPR food products and/or merchandise; includes ice cream and lunch trucks
Video camera technician	VIC	$186.60	Each; in addition to any accessory services
Video camera administrative office	VICA	$194.25	
Video game and amusement parlor/center	AM*S	$425.25	Special exception
- Game machine	VVG1	$186.60	Each
- Game distributor company	VVG	$133.85	
- Snack and juice bar	JUS	$139.65	DBPR
- Vending machines	VIN1	$7.85	Each
- Vending machine company	VIN2	$139.65	

- Video and amusement fee	VAF	$525.00	Per City Code section 12-152(b); (payable only if no special exception is required)
Video game distributor company	VVG	$133.85	Includes: game machines, pinball, video, pool tables, etc.
- Game machine	VVG1	$186.60	Each
Video rental	LER1	$92.90	Accessory to licensed business
- Retail	MMR		Retail—See merchant limited to "general" rated videos only—No adult
Video rental and sales (in addition to accessory uses)	LER	$273.25	Conditions for restricted videos defined in section 12-76 shall be kept in separate room; room shall be clearly marked "RESTRICTED-ADULTS ONLY-OVER 18 ONLY; no viewing on the premises or viewing in room
- Retail	MMR		Retail—See merchant
Window tinting company (vehicles, home, office)	VE8	$200.55	
- Window tinting	VE9	$93.80	Accessory
- Retail sales	MMR		Retail—See merchant

CLASSIFICATION—USES—OFFICE	CODE	BUSINESS FEE	REQUIREMENTS
Administrative office	AGO	$194.25	No stock or inventory
Apartment complex—Rental	APC	$194.25	Rental Office
- Apartment or unit, each	APA	$13.10	
- Property management-leasing	PMP	$212.35	
- *Vending machines, each	VIN1	$7.85	*Accessory use Licenses
- *Vending machine company	VIN2	$133.85	
- *Service machines	COM2	$13.10	Washers and dryers, each
- *Service machine distributor	COM1	$166.95	
Court reporter-paralegal, public stenographer	CRP	$273.25	
Debit consolidation	DEB	$425.25	
Employment agency	EM	$273.25	
Graphic design-consultant	PNG	$230.45	
Graphic designer, each	PNNG	$90.80	
Import—Export company	IMP	$400.80	
Interior design	ID	$186.60	No upholstery

CLASSIFICATION—USES—OFFICE—PROFESSIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Accountants, auditor and bookkeepers, (CPA)	PF1	$186.60	CPA
Architects	PF3	$186.60	DBPR

Artists	PF4	$186.60	DBPR (retouching, sketching, cartooning, crayon, etc.)
Attorney-at-law	PF5	$186.60	Florida Bar
Civil engineer and surveyors	PF8	$186.60	DBPR (includes civil, professional, electrical)
Detective or investigators	PF13	$186.60	DBPR—City Code section 12-291
Electric/mechanical engineers	PF16	$186.60	DBPR
Interior designers	PF4A	$186.60	DBPR
Landscape architect	PF22	$186.60	DBPR
Land surveyor	PF21	$186.60	DBPR (Land and Marine)
Mortgage company or firm	BK4	$267.75	DBPR (negotiating loans for a fee)
Mortgage broker	BK5	$66.65	
Mortgage corresponding	BK6	$267.75	DBPR (each)
Lender			
Polygraph testing	PF38	$186.60	DBPR
Towing service	PF41	$186.60	DBPR (repossessions only)
Professional accessories	PF40	$186.60	DBPR (individuals requiring a separate license—Use not listed)
Professional/PA/corp. and individual	PFF	$388.75	DBPR (license is for P.A., corp., firm and individual)
Professional service corp., P.A.	PF35	$186.60	DBPR (corporation, PA or firm only)
Unclassified professions	PF34	$186.60	Professions not listed

CLASSIFICATION—USES—MEDICAL—PROFESSIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Medical or dental office, PA, or corporation	PFF	$388.75	Includes PA, corporation and one (1) individual with a state license
Acupuncture	PF1A	$186.60	DBPR
Occupational therapist	PF2	$186.60	DBPR
Chiropodists	PF6A	$186.60	DBPR
Chiropractors	PF7	$186.60	DBPR
Clinical audiologists	PF39	$186.60	DBPR
Colonic irrigation	PF9	$186.60	DBPR
Counseling, family	PF10	$186.60	DBPR
Counseling, rehab-vocational	PF10A	$186.60	DBPR
Dentists	PF11	$186.60	DBPR
Dentists associates	PF12	$186.60	DBPR
Dieticians	PF14	$186.60	DBPR
Doctor, physician, surgeons and specialists	PF15	$186.60	DBPR
Electrologist	PF17	$186.60	DBPR
Hearing aid specialist	PF17A	$186.60	DBPR
Homeopathic physician	PF18	$186.60	DBPR
Hypnotists	PF19	$186.60	DBPR
Laboratory, testing and research	PF20	$186.60	DBPR (includes dental and medical)

Massage establishment	PF43	$186.60	DBPR (Required with on premises massage)
Massage therapist	PF32A	$186.60	DBPR (Working at facility)
Medical or dental clinic	PF37	$186.60	DBPR
Optical dispensary	PF24A	$186.60	DBPR
Opticians, optometrists or oculists	PF24	$186.60	DBPR
Orthopedics	PF25	$186.60	DBPR
Osteopathic—DO	PF44	$186.60	DBPR
Osteopaths	PF26	$186.60	DBPR
Pathologists	PF26A	$186.60	DBPR
Pediatricians	PF27	$186.60	DBPR
Pharmacies	PF36	$186.60	DBPR
Phrenologists	PF28	$186.60	DBPR (Study of Skull)
Physical culture director	PF29	$186.60	DBPR (intellectual and aesthetic training)
Physical therapist	PF32A	$186.60	DBPR
Physiotherapists	PF30	$186.60	DBPR
Podiatrist	PF6	$186.60	DBPR
Professional accessories	PF40	$186.60	DBPR—Individual profession not listed
Professional service corp., P.A.	PF35	$186.60	DBPR (corporation, PA or firm only)
Psychiatrists	PF31	$186.60	DBPR
Psychologists	PF32	$186.60	DBPR
Unclassified professions	PF34	$186.60	DBPR—Professions not listed

CLASSIFICATIONS—USES PUBLIC AND INSTITUTIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Art school	ARS	$182.15	
-Artist	ART	$90.80	Each
-Instructional classes*	AL1	$133.60	*In addition to accessory uses
-Retail sales	MMR		Retail—See merchant
Churches and places of worship	CH	$267.75	For Profit
Churches and places of worship or non-profit facilities	N-P	Fee exempt	Requires 501.c(3) and not-for-profit corporation
Hospitals and sanitariums (public or private)	HS	$468.00	
-1 to 50 beds	HS1	$199.50	
-Over 51 beds	HS2	$301.05	
Post office	PO	Fee exempt	Governmental use—Non-profit
-Post office accessory	POA	Fee exempt	Governmental use—Non-profit
Schools, public and private	PV	$401.60	Includes: satellite college or university; college or university, public or private
-Pupils < 50	PV1	$133.85	
-Pupils > 51 or more	PV2	$2O0.55	
Un-classified governmental uses	UGU	$267.75	Each use

CLASSIFICATIONS—USES CULTURAL, ENTERTAINMENT AND RECREATIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Art gallery	ARG	$182.15	Separate license required retail—See merchant
Amusement center—Shooting gallery*-paint ball	AM*S	$425.25	Special exception *In addition to accessory uses licenses for food, drinks, retail, etc.
-Amusement center—Shooting gallery-paint ball	ASA	$551.25	Administrative fee
-Game machine	VVG1	$186.60	Each
Paint ball guns and accessories	PBG	$40.50	Each
-Vending machines	VIN1	$7.85	Each
Auditorium, public or private	AUP	$334.40	
Bingo (non-profit facilities at club houses, houses of worship)	BIN	$33.05	Permitted under Code sections 12-171, 12-175 and 24-550
Bingo hall (Limited to four (4) times per week)	BINN	$275.60	Must be owner operated; Code section 12-171, 12-175, and 24-550
Bowling alley*	BAW	$275.60	*In addition to accessory uses Special exception
-Bowling alley lane	BW	$53.00	Each
Carnival—Circus company*	CIR	$92.90	Special exception *Requires: hold harmless agreement, insurance, site plan, permits, city and state inspections, city approval
-Carnival—Circus per week	CIR1	$669.60	
-Concession stands	CIR2	$36.20	Each
Dance halls and social clubs	DHC	$273.25	For profit
Exhibits, art, crafts, etc.	EXH	$300.00	Per week
Golf cart services—Company or firm	GOC	$200.25	
-Golf cart	GCC	$36.20	Each
Golf course*—Driving range corporation, firm, business or office	GD	$194.25	*In addition to all accessory uses; bar, restaurant, retail, vending machines, etc. special exception
-Golf course	GD1	$468.00	
-Golf carts, each	GCC	$36.20	Accessory to golf course
-Golf cart service	GOC1	$92.90	Accessory to golf course
-Driving range	GD2	$133.85	Accessory to golf course
-Miniature golf-archery range	GD3	$133.85	Accessory to golf course
Golf or tennis pro	GPT	$186.60	Each
Lodges or private clubs	LPC	$273.50	For profit
Bar	BAR	$267.75	Each
Bottle club	BT	$267.90	
Miniature golf center	MGC	$401.60	
-*Accessory uses	MGC1	$66.65	*In addition to each accessory use
-Concession stands	MCC	$66.65	Each

- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Retail	MMR		Retail—See merchant
Park, public	PAR	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory use
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.25	
- Retail	MMR		Retail—See merchant
Pool hall—Billiards*	POL	$254.10	*Alcoholic beverages requires special exception
- Pool—Billiard table, each	POT	$53.00	
- Prepared foods—Snacks	PRF	$133.05	
- Retail	MMR		Retail—See merchant
Recreation center, public	REC	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory use
- Children's rides	KR	$39.35	Each
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.25	
- Retail	MMR		Retail—See merchant
Recreation center, indoor	RCOI	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory uses not listed
- Children's rides	KR	$39.35	Each
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.20	
- Retail	MMR		Retail—See merchant
Recreation center, outdoor	RCOO	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory uses not listed
- Children's rides	KR	$39.35	Each
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.25	
- Retail	MMR		Retail—See merchant
Riding academy—Ice skating and roller rinks—Roller blade and bicycle tracks	RIR	$425.25	Special exception
- *Accessory use	MGC1	$66.65	*In addition to accessory uses
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	

- Administrative office	AGO	$194.25	
Theater, indoor (for profit)	THP	$401.60	Special exception includes: dramatic troupes or company, for-profit and non-profit
- Administrative office	AGO	$194.25	
- Theater, indoor (non-profit)	TH	Fee exempt	
Temporary holiday sales*	THS	$250.00	*In addition to other requirements and permits
Application review			
- Temporary holiday sale vendor—Per event (commercial zoning only)	TMP	$334.40	Maximum ten (10) days prior to event; per event and per location; certificate of insurance; hold harmless agreement
Temporary sidewalk sale event with licensed business	TMPP	$125.00	Limited to four (4) days only as accessory business use
Temporary holiday sales*			*In addition to all other requirements and permits
- Independence day	TMP1	$334.40	Maximum ten (10) days prior to event; Limited to July 4th sparklers only; hold harmless agreement; certificate of insurance
- Independence day sparkler displays**	TMPS	$334.40	
- **At city sports complex only			**City commission approval
Temporary holiday sales*			*In addition to all other requirements and permits
- Halloween pumpkin* sales (*related items, such as, but not limited to Indian corn and gourds)	TMP2	$334.40	Maximum ten (10) days prior to event; Limited to pumpkins and related items only; hold harmless agreement; certificate of insurance
Temporary holiday sales*			*In addition to all other requirements and permits
- Christmas tree* sales (*Related items, such as, but not limited to wreaths, bags, bows and tree stands)	TMP3	$334.40	Maximum ten (10) days prior to event; limited to christmas trees and related items only; hold harmless agreement; certificate of insurance
Temporary holiday sales* limited to: Christmas, Easter, Mother's Day, and Thanksgiving holidays only at commercial locations only at a licensed business			*In addition to all other requirements and permits; No street corners or vacant lots
- Flower vendor sales	TMP4	$334.40	Limited to four (4) days only for flowers only; hold harmless agreement; certificate of insurance
Temporary holiday sales* limited to: New Year's Eve and July 4th only; commercial locations only			*In addition to all other requirements and permits; No street corners or vacant lots
- New Years Eve* and July 4th sparkler sales	TMP5	$334.40	Maximum ten (10) days prior to event and limited to sparklers only;

			hold harmless agreement; certificate of insurance
Zoo*, public or private	ZOP	$401.60	*In addition to accessory uses Special exception
Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
Administrative office	AGO	$194.25	

CLASSIFICATIONS—USES WHOLESALE	CODE	BUSINESS FEE	REQUIREMENTS
Building supply, wholesale	BUW	$267.75	
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	
Florist—Wholesale	FLW	$267.75	
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	
Food products—Wholesale storage and sales	FPW	$267.75	
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	
Wholesale and warehousing	WWG	$267.75	General
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	

CLASSIFICATIONS—USES TRANSIT, UTILITIES and TRANSPORTATION	CODE	BUSINESS FEE	REQUIREMENTS
Ambulance services*	AM	$118.90	*Requires certificate of convenience * Necessity Special exception
-Ambulance, each	AMA	$48.30	
-Dispatch office	LMD	$183.20	
Broadcasting stations (no towers)	BD	$669.60	Radio and TV antennae to comply with building codes special exception
Bus company—Intrastate only	BUS	$200.25	Special exception
-Bus	BUSS	$31.75	Each
-Administrative office	AGO	$194.25	
Limousine service—Airport and taxi service or company	LMA	$303.70	Non-emergency services only; requires: certificate of public convenience and necessity and insurance

- Dispatch office	LMD	$183.20	
- Limousine, taxi, vehicle	LM1	$48.30	Each
Telecommunication services	TL	$836.85	Special exception as defined in F.S. § 203.12
Trailer parks	TPT	$267.75	Special exception
- Trailer units—1—15	TPT1	$212.35	
- Trailer units—Over 16	TPT2	$254.10	
Administrative office	AGO	$194.25	
Trucking or transport company*	TUR	$401.60	*Motor driven for freight transportation or transfer businesses special exception
- 1 to 3 ton capacity, per truck	TUR1	$46.45	
- Over 4 tons, per truck	TUR2	$119.70	
U-drive-it company—Rental company*	UD	$182.15	*Per location, includes; cars, trucks, motor homes (RVs) and equipment, each Special exception
- 1—15 vehicles or equipment	UD1	$182.15	
- 16—30 vehicles or equipment	UD2	$243.05	
- 31—99 vehicles or equipment	UD3	$607.65	
- > 100 vehicles or equipment	UD4	$736.80	
- Retail sales	MMR		Retail—See merchant
Utilities, telephone (minor)	UTM	$401.60	Special exception
Wireless telecommunication facilities	WTF	$401.60	Special exception

CLASSIFICATIONS—USES OTHER	CODE	BUSINESS FEE	REQUIREMENTS
Accessory uses	ACU	$267.75	Each use not specifically designated
Dealers*, secondhand goods	DEA	$267.75	*All dealers shall keep a record of purchases and sales including dates, description of property purchased and sold, names and addresses of persons purchasing from or selling to (license required for either sale or purchase or both)
Pawnbrokers—Pawnshop	PW	$535.75	Must maintain records of sellers and buyers of all merchandise bought and sold
- Gun shop*	GU	$559.90	*Use within pawnshop state license required
Professional licensed resale phone sale service	PLR	$303.70	
Polygraph testing service	PF38	$186.60	
Polygraph tech.	PF38A	$186.60	Each
Produce merchant (DAC) (moving vehicle—No fixed location)	PD1	$364.60	Selling from moving vehicle, retail or wholesale (not in super market)
Produce merchant (DAC) (establishment)	PD2	$186.60	Selling from fixed location, retail or wholesale (not in supermarket)

~~Retail sales (dry goods, dairy, etc.)~~	~~MMR~~		~~Retail—See merchant~~
~~Satellite dish company~~	~~SDC~~	~~$267.75~~	~~Retail—See merchant~~
~~Trailers, construction office~~	~~TRA~~	~~$267.75~~	~~Temporary use at construction sites~~
~~Brokers, each~~	~~RE*1~~	~~$267.75~~	~~Broker or agent working at construction office~~
~~Sales agent, each~~	~~RE*2~~	~~$66.65~~	

(Code 1975, § 14-54; Ord. No. 86-8, § 1, 1-28-86; Ord. No. 88-33, § 1, 10-12-88; Ord. No. 89-36, § 1, 11-8-89; Ord. No. 90-43, §§ 1, 2, 10-10-90; Ord. No. 94-9, § 1, 6-22-94; Ord. No. 97-9, § 2, 7-23-97; Ord. No. 98-16, § 2, 9-9-98; Ord. No. 2000-02, § 2, 8-23-00; Ord. No. 2002-11, § 2, 6-12-02; Ord. No. 2002-26, § 2, 11-13-02; Ord. No. 2004-17, § 2, 7-14-04; Ord. No. 2006-14, § 2, 7-12-06; Ord. No. O-2008-09, § 2, 7-9-08)

Sec. 12-40. State-licensed businesses.

Any and all businesses and occupations seeking a business tax receipt and licensed by the state department of professional regulation shall, prior to issuance of a local ~~business license~~ tax receipt, produce a current state department of professional regulation license pursuant to F.S. § 205.194.

(Ord. No. 86-8, § 2, 1-28-86; Ord. No. 88-33, § 2, 10-12-88)

Sec. 12-41. Expiration; term; proration of fee.

(a) ~~Licenses~~ Business Tax Receipts shall expire on September 30 of each year, except as otherwise provided in this chapter.

(b) No ~~license~~ business tax receipt shall be valid for more than one (1) year. For each ~~license~~ business tax receipt obtained between October 1 and March 31, the full tax for one (1) year shall be paid, except as provided in this article. The ~~license~~ tax receipt fee for businesses, occupations or professions opening or starting in April, unless otherwise specified in this article, shall be seventy-five (75) percent of the annual fee and the fee shall be reduced by five (5) percent of the annual fee per month thereafter until the close of the fiscal year on September 30.

(c) All ~~licenses~~ business tax receipts shall be available for sale beginning on August 1 of each year.

(Code 1975, § 14-25(a), (b); Ord. No. 88-2, § 1(a), (b), 1-13-88; Ord. No. 93-35, § 2, 12-22-93)

Sec. 12-42. Transfer of ~~license~~ business tax receipt generally.

(a) Any business ~~license~~ tax receipt may be transferred to a new owner, when there is a bona fide sale of the business, upon payment of a transfer fee of up to ten (10) percent of the annual ~~license~~ receipt tax, but not less than three dollars ($3.00) nor more than twenty-five dollars ($25.00).

(b) As permitted by Florida Statutes, all business ~~licenses~~ tax receipts may be transferred for the business for which they were taken out when there is a bona fide sale or transfer of the property used and employed in the business as stock in trade, but the transferred ~~license~~ tax receipt shall not be held good for any longer

time or period than from which it was originally issued. The original ~~license~~ business tax receipt shall be surrendered to and with the local business ~~license~~ tax division of the community development department at the time application for transfer is made, and the transferred ~~license~~ receipt shall be of the same force and effect as the original ~~license~~ business tax receipt. Both parties involved shall be in agreement with the transfer of the ~~license~~ business tax receipt and shall sign a transfer application. At the time any ~~license~~ business tax receipt is transferred, the person applying for the transfer shall pay a fee of up to ten (10) percent of the annual license tax, but not less than three dollars ($3.00) nor more than twenty-five dollars ($25.00).

(Code 1975, § 14-25(c); Ord. No. 88-2, § 1(c), 1-13-88; Ord. No. 93-35, § 3, 12-22-93; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Similar provisions, F.S. 205.043.

Sec. 12-43. Transfer of professional ~~licenses~~ business tax receipts.

No ~~license~~ business tax receipt issued to a professional may be transferred.

(Code 1975, § 14-26)

Sec. 12-44. Suspension or revocation.

(a) *Generally; refund of fees.* Any ~~license~~ business tax receipt issued by the city may be temporarily suspended or absolutely revoked or cancelled by a majority vote of the city commission, when the commission has ascertained and determined, in the exercise of its sound discretion, that such action will promote the public peace, health, safety, welfare, harmony or good order of the neighborhood in which the ~~licensee's~~ receipt holder's place of business is located or serves. In the case of the revocation and cancellation of such ~~license~~ business tax receipt, the city shall refund to the ~~licensee~~ receipt holder the prorated unearned or unused portion of ~~his license~~ the tax receipt. No refund shall be made where the ~~license~~ business tax receipt is temporarily suspended.

(b) *Hearing.* Prior to any such revocation or suspension as mentioned in this section, the city commission shall notify the holder of such ~~license~~ business tax receipt of such proposed action and shall by ordinary letter, mail or notice, personally served by the police department or the city's code enforcement division, notify the ~~license~~ receipt holder of the time and place of the hearing in which the city commission shall determine and find whether the ~~license~~ business tax receipt shall be revoked or suspended. The holder of such ~~license~~ receipt shall be given an opportunity to present his defenses to such proposed action at the hearing and may be represented by counsel.

(Code 1975, § 14-27)

Sec. 12-45. Rebate of fees.

No portion of any local business ~~license~~ tax receipt herein assessed shall be rebated, unless it clearly appears that such ~~license~~ tax receipt was collected by mistake or error. Before making such rebate to a ~~licensee~~ tax receipt holder, all amounts payable under a proper ~~license~~ business tax receipt shall be paid by the ~~licensee~~ tax receipt holder.

(Code 1975, § 14-28; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-46. Liability of officers, etc., of corporations for compliance.

It shall be the duty of all officers or agents of any corporation to see that such corporation complies with the provisions of this chapter. All officers or agents of any corporation required by this chapter to ~~be licensed~~ obtain a business tax receipt ~~which~~ shall not do business without having paid the ~~license~~ business tax imposed and procured such ~~license~~ business shall be subject to the penalties imposed by this chapter upon persons and members of firms and corporations violating this chapter.

(Code 1975, § 14-29)

Sec. 12-47. Display—Generally.

Every person having a local business ~~license~~ tax receipt shall exhibit the local business tax receipt when called upon to do so by an authorized officer of the city, and all local business tax receipts must be conspicuously displayed at all times.

(Code 1975, § 14-30; Ord. No. 2007-06, § 3, 2-28-07)

Sec. 12-48. Same—Posting in place of business.

It shall be the duty of any person exercising the privilege of conducting a business, occupation or profession for which a local business ~~license~~ tax receipt is required to post ~~his~~ the local business tax receipt in a conspicuous place in or about ~~his~~ the place of business where it may be seen upon inspection by any city official. ~~For f~~Failure of anyone to do so ~~he~~ shall, upon conviction, be deemed guilty of a misdemeanor.

(Code 1975, § 14-31; Ord. No. 2007-06, § 3, 2-28-07)

Sec. 12-49. Same—Affixing to machines, vehicles, etc.

Whenever ~~a license or~~ a tax is required to be paid on any machine, trade board, vehicle, etc., such ~~license or other evidence of~~ payment of tax shall be affixed in a prominent place upon such machine, trade board, vehicle, etc., as designated by the city official ~~license inspector~~.

(Code 1975, § 14-32)

Sec. 12-50. Machines or instruments—Distributor's ~~license~~ tax receipt prerequisite; responsibility of user to secure ~~license~~ business tax receipt as prerequisite before operation.

(a) Whenever a ~~license~~ business tax is required to be paid upon any machine or instrument by this chapter, the liability for paying the tax and securing the required ~~licenses~~ business tax receipt is the responsibility of the business where the machine is located. The person or business that owns the machine(s) may be required to pay the tax and secure the ~~license~~ business tax receipt(s) if the business where the machine(s) are located fails to do so.

(b) Any person acquiring the use of any machine or instrument for which a ~~license~~ business tax is required shall be responsible that a ~~license~~ business tax receipt has been secured before such machine is operated in their place of business.

(c) The ~~license~~ business tax receipt fee for such machines shall be based on the greatest number of machines located on the business premise on any single day during the prior ~~licensing~~ business tax receipt year or in case of new businesses, be based on an estimate of the current year. Replacement of one vending machine with another machine during the ~~licensing~~ business tax receipt year shall not affect the total number of machines for tax assessment purposes, unless the replacement machine belongs to a local business ~~license~~ tax classification which requires a different tax rate.

(Code 1975, § 14-33; Ord. No. 93-35, § 4, 12-22-93; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Similar provisions, F.S. 205.0537.

Sec. 12-51. Reserved.

Editor's note(s)—Ord. No. 93-35, § 5, adopted Dec. 22, 1993, repealed § 12-51, which derived from the Code of 1975, § 14-34 and pertained to the responsibility of a user to pay a distributor's ~~license~~ receipt and tax for machines or instruments prior to operating same.

Sec. 12-52. Same—Attachment of notice of delinquent taxes; removal of money from machine with delinquent tax notice.

Whenever the supervisor of local business ~~licenses~~ tax receipts finds a vending machine required to be ~~licensed~~ taxed under this chapter being operated without a current ~~license~~ business tax receipt, ~~he~~ the city shall attach to the machine a notice of delinquent taxes. Any person who removes such notice of delinquent taxes or who removes any money from the machine before ~~license~~ business taxes are paid shall be guilty of a violation of this chapter.

(Code 1975, § 14-35; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-53. Effect of tax imposed upon common carriers and public utilities engaged in interstate commerce.

The tax imposed by this chapter on express companies, railroad companies, telephone companies, telegraph companies and other companies engaged in interstate commerce is imposed upon the business actually done by any such company within the city and to and from points within the state and is not imposed upon any business done for the United States government or upon interstate business.

(Code 1975, § 14-36)

Sec. 12-54. Disposition of revenue.

All revenue derived from ~~license~~ business taxes hereby imposed shall be paid into the general fund.

(Code 1975, § 14-37)

Sec. 12-55. Fees where specific classification not provided.

Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person, whether in a building, tent or upon the street, vacant lot or anywhere in the open air within the city, not reasonably similar to a designated classification or not specifically designated in this chapter or in the schedule of fees in section 12-39 shall pay a ~~license~~ business tax receipt fee of one hundred fifty dollars ($150.00) unless a classification is created reasonably similar to a designated classifiction and a specific fee is assigned to the created classification.

(Code 1975, § 14-38)

~~Sec. 12-56~~

~~Secs. 12-60—12-75. Reserved.~~

~~*ARTICLE III. ADULT ENTERTAINMENT BUSINESSES*~~

~~*DIVISION 1. GENERALLY*~~

~~Sec. 12-76. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Adult bookstore* means an establishment having as a significant portion of its stock in trade books, magazines, periodicals, still or motion pictures, sexual prosthetic devices, or other materials which are distinguished or characterized by their emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas; or an establishment with a segment or section devoted to the sale or display of such material; or an establishment which advertises or otherwise indicates that such materials, or a segment or section devoted to such materials, are open to and available for examination or purchase only by persons over the age of eighteen (18) years.~~

~~*Adult cabaret or theater* means an establishment, whether licensed for sale of alcoholic beverages consumed on the premises or not, presenting performances or other live activity having as a dominant theme or distinguished or characterized by an emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas, for observation by patrons therein.~~

~~*Adult entertainment business* means any body rub or bathhouse establishment, adult bookstore, adult motion-picture theater, adult mini-motion-picture theater, adult cabaret or theater, escort service, body painting studio, encounter parlor, sex consultation business, nude photography studio, nude modeling business, nude dancing studio, dating service or any other similar adult entertainment business.~~

~~*Adult mini-motion-picture theater* means an enclosed building or portion thereof with a seating capacity for less than fifty (50) persons, used for presenting material having as a dominant theme or presenting material distinguished or characterized by an emphasis on matters depicting, describing or relating to specified anatomical areas or specified sexual activities for observation by patrons therein.~~

Adult motion picture theater means an enclosed building or portion thereof with a seating capacity of fifty (50) or more persons, or an open-air drive-in facility of any size or capacity, used for presenting material having as a dominant theme or presenting material distinguished or characterized by an emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas, for observation by patrons therein.

Body rub or bathhouse establishment means any establishment having a fixed place of business, other than a massage establishment licensed and regulated under F.S. chapter 480, which advertises or administers, as a substantial or significant portion of its business activity, without limitation, baths, showers, sauna baths, steam baths or similar devices.

Dating service, escort service, body painting studio, encounter parlor, sex consultation businesses, nude photography studio, nude modeling business, nude dancing studio or any other similar adult entertainment business, however styled, means, without limitation, any place of business which advertises or conducts activities for compensation that is designed or intended to establish a sexual or social communication, engagement or relationship, whether on or off the premises, between its clients and its employees.

Specified anatomical areas means:

(1) Less than completely and opaquely covered:

a. Human genitalia, pubic regions;

b. Buttock; and

c. Female breast below a point immediately above the top of the areola;

(2) Human male genitalia in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities means:

(1) Human genitalia in a state of sexual stimulation or arousal;

(2) Acts of human masturbation, sexual intercourse or sodomy;

(3) Fondling or other erotic touching of human genitalia, pubic region, buttock or female breast.

(Code 1975, § 14-77)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 12-77. Zoning districts and distance limitations.

Adult entertainment businesses shall be permitted only in B-3 zoning districts. No adult entertainment business, where permitted, shall be located within one thousand (1,000) feet of any other adult entertainment business, or within one thousand (1,000) feet of a church or other place of religious worship or a school; or a residentially zoned district; or a publicly owned or operated park, playground, library or other recreational facility within or without the city's boundaries. Measurement shall be from the entrance of the adult entertainment business to the nearest point of entrance of the church or other place of religious worship, school, nearest point of any residentially zoned district within or without the city's boundaries, or nearest point of a publicly owned or operated park, playground, library or other recreational facility within or without the city's boundaries.

(Code 1975, § 14-78)

Sec. 12-78. Requirements for premises, off-street parking.

(a) Advertisements, displays or other promotional materials visible to the public from the exterior of adult entertainment business shall be considered signs subject to the regulations of chapter 18 of this Code.

(b) All building openings, entries, windows, doors or other apertures for adult bookstores, adult motion-picture theaters and adult mini-motion-picture theaters shall be located, covered or screened in such a manner as to prevent a view into the interior from any public area; however, such openings shall not be painted out, blacked out or otherwise obscured in a garish manner.

(c) The entire interior of an adult bookstore, or an adult mini-motion-picture theater which has separate projection or viewing booths or areas, shall have a minimum illumination of at least two (2) watts per square foot of floor area while open, and every portion of the interior shall be readily visible at all times to the clerk or other supervisory personnel from the counter or other regular station.

(d) If separate booths, rooms, cubicles or other similar areas are provided for use by clients of the adult entertainment business, such areas may not have doors or other solid enclosures, but may only have a thin, opaque cloth curtain which may be opened from the exterior at all times and which does not extend any closer than three (3) feet to the surface of the floor.

(e) Off-street parking requirements for adult entertainment businesses shall be those specified in this Code for the nature of the use apart from its adult entertainment characteristics (such as retail and service stores, theaters, etc.), where applicable. With respect to adult mini-motion-picture theaters which provide booths, rooms, cubicles or other separate areas for viewing, the parking standard shall be one (1) space for each two hundred fifty (250) square feet of gross floor area, or one (1) space for each two hundred fifty (250) square feet of gross floor area excluding such separate areas together with one (1) space for each such separate area, whichever is greater.

(Code 1975, § 14-79)

Sec. 12-79. Waiver or modification of restrictions.

(a) The city commission, after proper application and public hearing, may waive or modify any of the restrictions of this article upon a finding that:

(1) The specific proposed use will not be contrary to the public interest or injurious to nearby properties, and that the spirit and intent of this article will be observed;

(2) The proposed use will not enlarge or encourage the development of a skid row area;

(3) The establishment of an additional use of this type in the area will not be contrary to any program of neighborhood conservation, redevelopment or improvement, either residential or nonresidential;

(4) All other applicable regulations of this article and any other ordinance or law will be observed.

(b) In granting any such waiver or modification, the city commission may prescribe any conditions that it deems necessary in the public interest. All such waivers or modifications shall be applicable only to the person receiving them, and shall not run with the land. Any transfer of stock, assets, ownership or management control shall require approval of the city commission of continuation of such waiver or modification and shall be subject to all applicable licensing requirements as well.

(Code 1975, § 14-80)

Secs. 12-80—12-90. Reserved.

DIVISION 2. LICENSE

Sec. 12-91. Required.

No person may operate an adult entertainment business without first applying for and receiving an adult entertainment license to engage in such activity from the city. The license required by this division shall be in addition to and not satisfied by any other local business license which may be held, obtained or required of such persons, nor shall it be satisfied by any other state or county license.

(Code 1975, § 14-81; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-92. Application; fee; standards for issuance.

(a) Applications for a license to operate an adult entertainment business shall be made to the city upon such form and in such manner as shall be prescribed by the city. Such form shall elicit the following information and such other information as may be required by the city from time to time:

(1) *Name.* The name of the applicant for a license under this division, if an individual, or in the case of a firm, corporation, partnership, association or organization, any person having managerial control or a material interest therein. For the purposes of this division, a material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of any business entity. If one (1) or more of the stockholders having a material interest in the applicant business entity is itself a corporation, the requirement shall extend to any officer, director or shareholder owning a material interest in the business entity. All such persons must include their business address and name on the application form.

(2) *Penal history.* The criminal record, if any, other than misdemeanor traffic violations of the applicant or any person specified in paragraph (1) above. The same information shall be provided for all employees of the applicant on a continuing basis during the life of its adult entertainment business license.

(3) *Business history.* Whether the applicant has operated or applied to operate an adult entertainment type of business in this or any other state and, if so, whether the franchise, permit or license for such business has ever been denied, revoked or suspended and if so, the reasons therefor, and the business activity or occupation of the applicant subsequent to such denial, revocation or suspension.

(4) *Existence of business entity.* If the applicant is a corporation, the applicant shall submit proof of incorporation in good standing in the state of incorporation and, if a foreign corporation, the applicant shall provide information certifying that the applicant is qualified to do business in the state. If the applicant is operating under a fictitious name, the applicant shall submit proof that it has registered such fictitious name and is entitled to its use.

(5) *Previous occupation.* The business, occupation or employment of the applicant, if an individual, or any other individual specified in paragraph (1) above, for the three (3) years immediately preceding the date of application.

(6) *Nature of business.* A statement of the specific and exact nature of the business to be conducted. The applicant for a license shall provide a statement clearly specifying the type of business to be conducted

and, if merchandise is to be sold, a description of such merchandise. The applicant must further provide such other information as to its business intent and purpose as the city may require to properly process the application.

(7) *Signature of applicant.* An application for a license for an adult entertainment business shall be signed by the individual submitting the application, and, in the case of a corporation, by the president and secretary thereof, and in the case of a partnership or other association, by all members of the partnership or association. All applicants shall sign a statement swearing and affirming that they will conduct business in a lawful manner and they will observe all ordinances of the city and county and all laws of the state and the United States.

(b) The completed application shall be submitted to the city manager and shall be accompanied by a fee of one hundred dollars ($100.00). Upon receipt of a completed application, the city manager shall furnish such application to the chief of police of the city and such other appropriate departments as he deems necessary for review and the preparation of a certificate of approval.

(c) Based upon the information obtained by the city in the processing of the application, the city manager shall either grant or deny the license, based upon compliance with the following standards:

(1) The applicant and the principals involved in the affairs of the applicant are of good moral character.

(2) Upon the information available, the city manager believes that the applicant will conduct the business in accordance with the ordinances of the city and county and the laws of the state and the United States.

(3) No material false statements or information has been provided by the applicant.

(4) Whether the applicant, if an individual, or any of the other persons specified in paragraph (a)(1) above, has been convicted, pleaded guilty, pleaded nolo contendere, or suffered a forfeiture for any criminal offense directly related to the nature of the occupation, profession or business for which the license is sought; however, any such persons who have had their civil rights restored shall only be denied a license if such crime was a felony or a first degree misdemeanor.

(Code 1975, § 14-82)

Sec. 12-93. Denial.

If the city manager denies an application for an adult entertainment business license, he shall notify the applicant of such denial by certified mail not later than ten (10) days after taking such action. The notice of denial shall contain a statement of the reason why the application was denied.

(Code 1975, § 14-83)

Sec. 12-94. Appeal from denial.

An applicant for an adult entertainment business license may appeal the denial of such license to the city commission. If an applicant seeks an appeal from the denial of a license, the applicant shall furnish a written request for an appeal to the city clerk not later than ten (10) days after the date of the certified letter advising the applicant of the denial of the license. Upon receipt of a written request for an appeal, the city clerk shall fix the date and time at which the city commission shall hear the appeal, the hearing to be held no less than ten (10) nor more than sixty (60) days subsequent to the date upon which the request for appeal was filed with the city clerk. On setting the matter for hearing, the city clerk shall notify the applicant of the date and time of such hearing. At

the conclusion of the hearing, the city commission shall either sustain the decision of the city manager or direct the city manager to issue a license.

(Code 1975, § 14-84)

Sec. 12-95. Regulatory fee.

Each licensee under this division shall pay an annual regulatory fee of five hundred dollars ($500.00). Such fee shall be in addition to any required local business licenses.

(Code 1975, § 14-85; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-96. Transfer.

An adult entertainment business license issued under the provisions of this division may not be assigned or transferred without the consent of the city commission.

(Code 1975, § 14-86)

Sec. 12-97. Information to be filed with the city.

Each month during the term of an adult entertainment business license, each licensee shall supply the city with the following information. Such information shall be provided on the form and in the manner prescribed by the city:

(1) A statement of the names of all employees of the licensee;

(2) A statement as to whether any arrests have occurred upon the licensed premises and if so, the date of such arrest, the person arrested and the offense with which that person was charged;

(3) Any material change in any of the information required pursuant to the original application for the license.

(Code 1975, § 14-87)

Sec. 12-98. Revocation.

The violation of any of the terms and conditions of this article or the violation of any ordinance of the city or county or the violation of the laws of the state or the United States as they pertain to the conduct of the licensed adult entertainment business shall be cause for revocation of the license. If at any time during the period for which the license is issued it is determined that any statement contained in the application or otherwise provided by the applicant upon which the license was issued is untrue or if the person to whom such license is issued or an employee of such person has violated the ordinances of the city or county or the laws of the state or the United States in the practice of the business for which the license was issued, the license shall be subject to revocation. The city manager may revoke a license for any violation of the aforementioned, and he may immediately declare such license null and void. Upon such declaration, the licensee shall immediately cease all operations and shall be considered as having forfeited the license and the rights acquired thereunder. Should the city manager decide to revoke a license, he shall provide the licensee with notice of such revocation and the reasons therefor. Upon receipt of such notice, the licensee may appeal such revocation to the city commission; and the appeal and hearing

~~thereon shall be conducted in accordance with the procedures set forth for the denial of a license. The revocation of the license shall be stayed, pending such appeal, unless the city commission, after hearing, determines that the public health, safety and welfare would be threatened by a stay of such revocation pending full hearing.~~

~~(Code 1975, § 14-88)~~

~~Secs. 12-99—12-115. Reserved.~~

ARTICLE III~~IV~~. ALARM SYSTEMS[3]

Sec. 12-~~11~~56. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Burglar alarm system means a mechanical, optical, electronic or electrical device designed to detect an unauthorized entry into a building, structure, facility or enclosed area, and which emits a sound or transmits a signal when activated. Excluded from the definition of burglar alarm system are devices which are not designed or used to register alarms that are audible, visible or perceptible outside of the protected building, structure, facility or enclosed area.

False alarm means a signal emitted by a burglar alarm system other than one resulting from illegal acts or entry. Signals emitted due to any of the following shall not be considered false alarms for purposes of section 12-122:

(1) Signals activated by persons having reasonable cause to suspect an illegal act or entry;

(2) Signals resulting from repair work or system test, where the appropriate city department has previously been notified of such repair work or test;

(3) Signals activated by an individual not subject to the control of the person owning, controlling or occupying the premises.

(Ord. No. 89-4, § 3, 1-25-89)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 12-~~11~~57. Limitation of liability.

Neither the city, the city commission either individually or as a group, the city manager, the police chief, the city police department, nor any of the officers and agents of the city shall be under any obligation or duty to an alarm user or to any other person hereunder by reason of this article. The city specifically disclaims liability for any damages which may be caused by failure to respond to an alarm.

(Ord. No. 89-4, § 10, 1-25-89)

[3]State law reference(s)—Alarm system contractors, F.S. § 489.501 et seq.; fire alarms, F.S. §§ 633.70, 633.702.

Sec. 12-~~115~~58. Enforcement.

Enforcement of the provisions of this article shall be the responsibility of the city. The city manager or his designee is appointed as the hearing officer for purposes of appeal of the penalties imposed by this article. Minutes shall be kept of all hearings and all testimony shall be under oath. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Final decisions of the hearing officer shall include findings of fact, conclusion of law and shall be in writing. Appeal of final orders of the hearing officer shall be to the circuit court.

(Ord. No. 89-4, § 9, 1-25-89)

Sec. 12-~~115~~59. Registration of system.

Every person who installs, maintains or operates a burglar alarm system shall, within thirty (30) days of installing such system or, in the case of existing systems, within thirty (30) days of January 25, 1989, register the system with the police department of the city. Registration shall be on a form provided by the appropriate department and shall include provision for identification of the occupant of the premises and one (1) or more persons who are authorized to enter the premises with their respective business and residence addresses and telephone numbers. It shall be the duty of every person registering a burglar alarm to notify the police department in writing of any change in the information contained on the registration form.

(Ord. No. 89-4, § 4, 1-25-89)

Sec. 12-~~126~~60. Automatic deactivation of alarms; prohibited alarm systems.

(a) Every burglar alarm system installed, maintained or operated in the city shall be designed to deactivate automatically within thirty (30) minutes of activation.

(b) All burglar alarm systems shall have a minimum of thirty (30) seconds' delay before the alarm reporting device is activated, except for panic or emergency alarms.

(c) Audible alarm systems shall not sound during the interval between the entry of an authorized person and the turning off of the system.

(d) If panic or emergency switches are used, they must be of the recessed button type and must require two (2) buttons to be pressed at the same time in order to activate the system.

(Ord. No. 89-4, § 5, 1-25-89)

Sec. 12-~~126~~61. Report of response.

(a) *Inspection of premises.* Whenever police respond to a burglar alarm, a police officer on the scene shall inspect the area and make a report thereof.

(b) *Notice of false alarm.* If the report concludes that the department was caused to respond to a false alarm, then a notice thereof shall be mailed by certified mail to the person operating or occupying the premises.

(c) *Notice contents.* The notice shall state that each false alarm within a twelve-month period beginning after the first three (3) notices by the police department is a violation of the Code of Ordinances of the city and shall contain a copy of section 12-118.

(Ord. No. 89-4, § 6, 1-25-89)

Sec. 12-~~12~~62. Violations of article enumerated.

(a) Failure to register an alarm system or to comply otherwise with sections 12-119, 12-120 and 12-121 shall constitute a violation punishable as provided in this article.

(b) Each false alarm in excess of three (3) emitted by a burglar alarm system within a twelve-month period shall constitute a violation of this article and subject the individual owning, controlling or occupying the premises to the penalties provided for in this article.

(Ord. No. 89-4, § 7, 1-25-89)

Sec. 12-~~12~~63. Penalties for violations of article.

(a) *Fines.* The fines for violation of this article shall be as follows:

(1) For the first violation within any twelve-month period, the fine is twenty-five dollars ($25.00).

(2) For the second violation within any twelve-month period, the fine is fifty dollars ($50.00).

(3) For the third violation within any twelve-month period, the fine is one hundred dollars ($100.00).

(4) For the fourth and any subsequent violations within any twelve-month period, the fine is two hundred dollars ($200.00).

(Ord. No. 89-4, § 8, 1-25-89)

~~Secs. 12-124—12-145. Reserved.~~

ARTICLE IV. AMUSEMENT ARCADE ~~CENTER~~ BUSINESSES

~~Sec. 12-146. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Amusement center.*~~

~~(1) *Primary use amusement center* means an establishment the primary use of which is to offer amusement games to the general public for profit. A primary use amusement center shall operate no less than twenty-five (25) nor more than sixty (60) amusement games.~~

~~(2) *Accessory use amusement center* means an establishment the primary business of which is to offer goods or services other than amusement games and which offers amusement games to the general public for profit. An accessory use amusement center shall operate no less than four (4) nor more than fifty (50) amusement games.~~

~~(3) *Incidental use amusement center* means an establishment the primary business of which is to offer goods or services other than amusement games and which offers amusement games to the general~~

~~public for profit. Any establishment containing one (1), two (2) or three (3) amusement games shall be deemed an incidental use amusement center.~~

~~*Amusement game* means any coin-operated game or device designed and manufactured only for bona fide amusement purposes, which game or device is played by the application of skill. "Amusement games" shall also mean any machine which, upon the insertion of a coin or token, may be operated by the public generally for use as a game, entertainment or amusement, whether or not registering a score. It shall include such devices as electronic games, pinball machines and all games, operations or transactions under whatever name they may be indicated. The term does not include vending machines, in which are not incorporated game or amusement features, nor does the term include any coin-operated musical devices or rides.~~

~~Cross reference(s)—Definitions and rules of construction generally, § 1-2.~~

Sec. 12-~~147~~64. Gambling devices.

Nothing in this article shall in any way be construed to authorize, ~~license~~ tax or permit any gambling or gambling devices not permitted by state law.

(Code 1975, § 14-103)

Sec. 12-~~148~~65. ~~License~~ Business tax receipt.

(a) *Required.* No person shall display for public patronage or keep for operation any amusement ~~center~~ arcade or amusement game without first having obtained a proper ~~license~~ tax receipt from the city.

(b) *Application for ~~primary use or accessory use~~ an amusement arcade ~~center~~.* Application for a ~~license~~ business tax receipt to operate an ~~primary or accessory use~~ amusement arcade ~~center~~ shall be made on forms provided by the supervisor of local business ~~licenses~~ tax receipts, which application shall be filed by the applicant with the supervisor of local business ~~licenses~~ tax receipts and shall contain the following information:

(1) Address and name of the owner, lessor or other person in control of the establishment or establishments wherein the amusement device or devices are proposed to be located, hereinafter referred to as the applicant;

(2) Business address of the applicant;

(3) Residence address of applicant;

(4) Date and place of birth of applicant (no ~~license~~ tax receipt shall be issued to any individual under the age of eighteen (18);

(5) Citizenship of the applicant;

(6) If the applicant has been convicted of any felony or misdemeanor, a statement concerning same, giving the time and place of such convictions;

(7) A statement that the device or devices for which the ~~license~~ business tax receipt is sought is not intended to be and will not be permitted to be used for any gambling purpose whatsoever;

(8) A description of the amusement device or devices and the manner in which they are to be placed and operated;

(9) A statement of the total number of such devices currently on the premises, if any, or proposed on the premises, and a description of each;

(10) A statement of the applicant's interest in or title to the device or devices for which a ~~license~~ business tax receipt is sought;

(11) If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in the articles of incorporation, or charter, together with state and date of incorporation and name and residence address of each of its current officers and directors, and of each stockholder holding more than five (5) percent of the stock of the corporation. The applicant shall provide proof that it is licensed and active in the state, by providing a documentation, obtained by the applicant from the secretary of state within two (2) months prior to the application date.

If the applicant is a partnership, the application shall set forth the names and residence addresses of each of the partners, including limited partners.

If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the court clerk. If one (1) or more of the partners is a corporation, the provisions of this subsection pertaining to corporation applicants shall apply. The applicant corporation or partnership shall designate one (1) of its officers or general partners to act as its responsible managing official. Such person shall complete and sign all application forms required of an individual applicant under this section.

~~(c) *Application for incidental use amusement center.* An application for an incidental use amusement center license shall only require the inclusion of the provisions of paragraphs (b)(1), (2), (3) and (9).~~

(Code 1975, § 14-104; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~149~~66. Management plan.

(a) ~~*Primary or accessory use a*~~*Amusement arcade ~~center~~.* In addition to the requirements contained in section 12-~~14~~65(b), the application for an ~~primary or accessory use~~ amusement arcade ~~center license~~ business tax receipt shall include a management plan which at a minimum shall set forth a plan designed to:

(1) Avoid nuisances and maintain the quiet enjoyment of the property in the immediate area;

(2) Prevent loitering;

(3) Provide for the availability of bathroom facilities, as provided for in the Florida Building Code, Broward County Amendments, and other regulatory codes of the State of Florida ~~adopted in section 5-26~~;

(4) Provide for safe traffic conditions~~, as set forth in section 14-76 et seq.~~;

(5) Prohibit persons over six (6) years and under sixteen (16) years of age from using amusement games during school hours, and provide for the enforcement thereof;

(6) Provide a statement committing the applicant to require children under the age of sixteen (16) years to be accompanied by a parent or other adult while in the amusement center;

(7) Specify the minimum number of employees to be on duty at any time, ensuring the presence of at least one (1) person twenty-one (21) years of age or older within the designated game area during hours of operation;

(8) Specify the maximum number of persons permitted on the premises, which number shall not exceed the limits established by the fire marshal;

(9) Designate a specific area for the amusement games and specify the net square footage of floor area where amusement games will be located.

~~(b) *Incidental use amusement center.* Management plan requirements for incidental use amusement centers shall contain the information set forth in paragraphs (a)(5), (6), (7), (8) and (9) above and shall be submitted to the supervisor of local business licenses.~~

(Code 1975, § 14-105; Ord. No. 2007-06, § 2, 2-28-07; Ord. No. 2012-16, § 14, 7-11-12)

~~Sec. 12-150. Additional requirements for primary use and accessory use amusement centers.~~

~~(a) All primary and accessory amusement centers shall require licensing approved by the city commission.~~

~~(b) An amusement center located in a multiple-tenant shopping complex shall not operate closer than three hundred (300) feet from residentially zoned property. Measurement shall be from the property line of the shopping complex nearest the residentially zoned property in a straight line to the nearest boundary line of the residentially zoned property.~~

~~(c) An amusement center may be located in a freestanding, single-tenant building, provided that no part of the property shall be closer than three hundred (300) feet from residentially zoned property. Measurement shall be from the property line of the amusement center nearest the residentially zoned property, in a straight line to the nearest boundary line of the residentially zoned property.~~

~~(d) No amusement center shall be located closer than eighteen hundred (1800) feet from any public or private, primary or secondary school or playground. For an amusement center located in a multiple-tenant shopping complex, measurement shall be from the property line of the shopping complex nearest the school or playground in a straight line to the nearest boundary line of that school or playground. For an amusement center located in a freestanding, single-tenant building, measurement shall be from the property line of the amusement center nearest the school or playground in a straight line to the nearest boundary line of that school or playground.~~

~~(e) An amusement center shall not be permitted in a shopping center of less than six (6) acres of gross land area.~~

~~(f) An amusement center shall not be located in an enclosed shopping center having a total commercial indoor area of less than fifty thousand (50,000) square feet.~~

~~(g) There shall be no more than one (1) primary or accessory amusement center in each shopping center within the city.~~

~~(h) The net designated area provided for amusement games in primary or accessory amusement centers shall be not less than forty-four (44) square feet for each machine.~~

~~(i) The operation of amusement devices in primary or accessory amusement centers shall not be conducted before 10:00 a.m. nor later than 11:00 p.m. except Friday and Saturday nights, when they shall be permitted two (2) additional hours until 1:00 a.m. of the following morning. If an amusement center has a liquor license for consumption of alcoholic beverages on its premises, issued by the state, then the lawful hours of operation of the amusement games shall be expanded to coincide with the hours that are established by law, regulation or ordinance for the consumption of alcoholic beverages on the premises.~~

~~(j) There shall be a minimum of six (6) bicycle rack spaces.~~

(k) After 8:00 p.m. at a primary amusement center or at an accessory amusement center with more than twenty (20) games that is open for business, a certified uniformed police officer will be employed to provide security and will remain on duty at the amusement center until one (1) hour after closing.

(l) All employees of a primary or accessory use amusement center working in the city shall obtain a city identification card from the police department before working for such an amusement center.

(Code 1975, § 14-106)

Sec. 12-151. Investigation and recommendation by chief of police.

Prior to the consideration by the city planning board or the city commission of any application for the operation of a primary or accessory amusement center, the license application shall be referred by the supervisor of local business licenses to the chief of police or his designee for the purpose of investigation. The chief of police or his designee shall be allowed ten (10) days to investigate and make a report regarding the accuracy of the licensing application. The report shall be in writing for consideration by the city commission.

(Code 1975, § 14-107; Ord. No. 99-03, § 2, 2-10-99; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-152. Licensing hearing; processing fee.

(a) *Required.* No amusement center (primary or accessory) license shall be issued until a public hearing has been held by the city commission and the application is approved by the city commission. In addition, any amusement center that is required by chapter 24 to obtain a special exception from the planning board shall have had a hearing before the planning board prior to the time the licensing hearing takes place before the city commission. The zoning consideration of a special exception and the licensing consideration may be heard and considered simultaneously by the city commission.

(b) *Fee.* All applications for approval of primary use or accessory use amusement centers shall be accompanied by a fee in an amount determined by resolution of the city commission to cover all costs in processing such applications. In addition, the applicant shall be responsible for the reasonable costs of publication in connection with the application for such license. This fee shall not be required of amusement centers required to obtain a special exception. The fee to be established shall not be less than five hundred dollars ($500.00).

(Code 1975, § 14-108; Ord. No. 99-03, § 2, 2-10-99)

Sec. 12-15367. Transfer of license business tax receipt.

A license business tax receipt granted under the provisions of this article shall not be transferable from person to person nor place to place and shall be valid only at the place and by the persons designated on the license tax receipt.

(Code 1975, § 14-109)

Sec. 12-154. Conditions and restrictions.

All licenses granted under the provisions of this article shall be subject to such conditions and restrictions as the city commission deems it proper to impose, including but not limited to sections 12-49 through 12-52.

~~(Code 1975, § 14-110)~~

Sec. 12-~~155~~68. ~~License~~ Business tax receipt suspension and revocation.

In addition to the reasons for suspension and revocation of local business ~~licenses~~ taxes as described in section 12-44(a) and (b) a ~~license~~ business tax receipt issued under the provisions of this article to an amusement arcade ~~center~~ may be suspended or revoked for violation of any provision of the management plan filed with the community development department ~~city clerk of any condition imposed by the city commission~~.

(Code 1975, § 14-111; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~156~~69. Seizure of unlawful devices.

(a) If any person conducts, carries on or manages any amusement arcade ~~center (primary, accessory or incidental)~~ or operates any amusement game unlawfully without obtaining a business tax receipt ~~license therefor~~, or fails to pay the ~~license~~ receipt fee ~~therefor,~~ as provided in this chapter, the chief of police shall seize such device or devices and hold same as security for the payment of the ~~license~~ business tax fee until the ~~license~~ business tax receipt is obtained or remitted. If the person owning or having control of the possession of such device fails, within a period of thirty (30) days, to apply for a ~~license~~ business tax receipt or pay any ~~license~~ receipt fee due, the device shall be disposed of as follows:

(1) The device or devices shall be sold to satisfy the amount of ~~license~~ receipt fee or any other costs due the city, and any device or devices not sold shall be returned to the owner.

(2) If the device or devices are sold for a sum less than the amount of the ~~license~~ tax receipt fee for which the operator of the device is liable, the operator shall remain liable for the balance of such ~~license~~ tax receipt fee due and unpaid.

(b) In addition to the ~~license~~ business tax receipt fee due to the city, all costs incurred by the city in enforcing this provision shall be due to the city, and the expenses shall be paid from the proceeds of the sale of these devices or shall be paid by the owner of the devices before the release of the devices.

(Code 1975, § 14-112)

~~Secs. 12-157—12-170. Reserved.~~

ARTICLE V~~I~~. BINGO GAMES[4]

Sec. 12-~~171~~70. Compliance with zoning provisions.

All charitable, civic, community, benevolent, religious, scholastic, fraternal and veterans organizations, together with condominium associations or planned community associations, shall comply with the city's ~~zoning~~ land development laws, chapter ~~24~~ 10 of this Code, applicable to the conduct of bingo games.

[4]State law reference(s)—Bingo games permitted for certain organizations, F.S. § 849.093~~1~~.

(Code 1975, § 14-72)

State law reference(s)—Zoning, Ch. ~~24~~ 10.

Sec. 12-~~172~~ 71. Permit—Required; fee.

All charitable, civic, community, benevolent, religious, scholastic, fraternal and veterans organizations, together with condominium associations or planned community associations, which desire to perform, conduct, operate, maintain or supervise a bingo game must first obtain an annual permit from the city and shall remit to the supervisor of local business ~~licenses~~ tax receipts an annual permit fee to the city in the amount of twenty-five dollars ($25.00) to defray administrative and investigative expenses.

(Code 1975, § 14-73; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~173~~ 72. Same—Suspension.

A bingo permit may be suspended at any time if the police chief or the supervisor of local business tax receipts has reason to believe that:

(1) The grounds for issuing the permit no longer exist;

(2) The permittee is operating in violation of this article;

(3) The permit was secured by fraud or misrepresentation;

(4) Any proceeds derived from such games are shared with anyone other than the permittee and the proceeds from such games are used for any purpose other than the furtherance of legitimate charitable or other lawful purpose.

(Code 1975, § 14-74)

Sec. 12-~~174~~ 73. Limitation on number of sessions.

A limitation is hereby imposed on any charitable, civic, community, benevolent, religious, scholastic, fraternal and veterans organizations, together with condominium associations or planned community associations, receiving an annual permit, restricting the conduct of bingo games by a permitted organization to two (2) sessions, day or night, per week. In addition, bingo shall not be conducted at a specific site, location, or address more than four (4) times a week.

(Code 1975, § 14-75; Ord. No. 89-37, § 2, 11-22-89)

Sec. 12-~~175~~ 74. Penalty for violation.

Any person convicted of violating any portion of this article shall be punished by a definite term of imprisonment in the county jail not exceeding sixty (60) days, and a fine of five hundred dollars ($500.00) as provided by general law.

(Code 1975, § 14-76)

Secs. 12-176—12-190. Reserved.

ARTICLE VII. CHILD CARE CENTERS

Sec. 12-191. Purpose.

The purpose of this article is to protect the health, safety and general welfare of those minor children who attend day nurseries within the city.

(Code 1975, § 12A-1)

Sec. 12-192. County regulations adopted by reference.

The county regulations regarding child care centers are hereby adopted by reference as part of this article.

(Code 1975, § 12A-2)

Sec. 12-193. Physical facilities.

No setback or yard area required by chapter 24 shall be used as usable area of outdoor space per child as defined in the regulations for the operation of child care centers in the county established by the county nor shall the yard or setback area be calculated to arrive at the necessary usable area of the outdoor space per child as required in that section.

(Code 1975, § 12A-3)

Sec. 12-194. Day nurseries contiguous to establishments emitting noxious or offensive odors.

It shall be prohibited to establish a child care center in any area of the city when such child care center would be immediately contiguous to a business which would from time to time emit noxious or offensive odors, or from which would be emitted fumes which could be detrimental to the health, safety or welfare of minor children.

(Code 1975, § 12A-4)

Cross reference(s)—Health, sanitation and nuisances, Ch. 9.

Sec. 12-195. Parking.

All child care centers shall be required to provide sufficient driveway and parking facilities so as to allow excess vehicular traffic during those periods of time when children are being delivered or picked up from the facility. The establishment of the sufficiency of the parking facilities and driveway area shall be at the discretion and recommendation of the planning board, subject to approval by the city commission.

(Code 1975, § 12A-5; Ord. No. 99-03, § 2, 2-10-99)

Cross reference(s)—Motor vehicles and traffic, Ch. 14; stopping, standing and parking, § 14-26 et seq.; zoning, Ch. 24.

~~Secs. 12-196—12-210. Reserved.~~

ARTICLE VI~~II~~. CIRCUSES, CARNIVALS AND PARADES

Sec. 12-~~211~~ 75. Filing of required information.

Any applicant applying for a local business ~~license~~ tax receipt for the holding of a circus, carnival, show or outdoor exhibition in the city shall, at the time of securing such ~~license~~ tax receipt, be required to file with the supervisor of local business ~~licenses~~ tax receipts, a Special Events Application to include the following:

(1) An affidavit that permission has been secured from the owner of the land upon which the circus, carnival or show is intended to be held;

(2) A bond, collateral agreement or other security conditioned to clean the premises of all rubbish and debris after use by the applicant;

(3) Approval of the event from the building department ~~written statement from the building department of the city that the site upon which the circus, carnival or outdoor show, or other public gathering or exhibition, is intended to be held is not within any prohibited area~~;

(4) Approval of the event from the fire department ~~written statement of the fire department serving the city that the tents or temporary buildings or structures under which the operations are to be held are fireproof material and will not constitute a fire hazard~~;~~.~~

(5) Approval of the event from all the internal departments of the city responsible for the review and approval of a Special Events Permit Application.

(Code 1975, § 14-51; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~212~~ 76. Payment of ~~license~~ business tax.

No circus, carnival, show or public exhibition shall be permitted to begin erecting its tents, booths or other installations in a permitted area in the city without the approval of a Special Events Permit and payment of the full amount of the special events permit application fee and local business ~~license~~ tax receipt as prescribed in this chapter. Such special events permit application shall be filed and paid and local business ~~license~~ tax receipt shall be paid in full before any equipment is brought upon the location where such circus, carnival, show, etc., intends to operate.

(Code 1975, § 14-52; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~213~~ 77. Parades.

A parade through the streets of the city shall not be permitted unless permission is secured from the supervisor of local business ~~licenses~~ tax receipts in writing prior to the beginning of such parade and the local business ~~license~~ tax for staging the parade, as provided for in this chapter, is paid.

(Code 1975, § 14-53; Ord. No. 2007-06, § 2, 2-28-07)

~~Secs. 12-214—12-230. Reserved.~~

ARTICLE VII~~IX~~. FOOD ESTABLISHMENTS

Sec. 12-~~231~~ 78. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Additionally, the definitions included in the Florida Administrative Code chapters adopted in this article shall apply in the interpretations and enforcement of this article.

Management means anyone who conducts, directs the affairs of and carries on the business of food establishment, either for his own interest or that of an owner and includes those responsible for operation and supervision.

(Code 1975, § 12-13)

Cross reference(s)—Definitions and rules of construction generally, ~~§ 1-2~~ Chapter 10, Article 6.

Sec. 12-~~232~~ 79. Purpose.

The purpose of this article is to further protect the health, safety and general welfare of the consuming public in food establishments in the city.

(Code 1975, § 12-11)

Sec. 12-~~233~~ 80. State law adopted by reference.

The following are adopted as part of this article: Chapters 10D-13, 10D-14 and 10D-15 of the Florida Administrative Code; all of F.S. chapters 385 and 386.

(Code 1975, § 12-12)

Sec. 12-~~234~~ 81. City health officers.

The city designates the county health department and any of its officials as the city health officers, with full power to enforce the ordinances of the city and county.

(Code 1975, § 12-14)

Sec. 12-~~235~~ 82. Permit—Required.

(a) No person shall operate a food establishment within the city without first obtaining and maintaining a valid permit or written approval from the county health department or the state division of health. Such permits shall be issued and renewed only after inspection of the premises of such food establishments by a duly authorized representative of the county health department. If such inspection reveals that the food establishment is in violation of any applicable city or county health ordinance or statute of the state, or any

regulation of the division of health of the department of health and rehabilitative services which may adversely affect food protection, such permits shall not be issued or renewed until the violation is corrected.

(b) Permits for food establishments, food outlets and food processing plants shall automatically expire on September 30 each year.

(c) No local business ~~license~~ tax receipt shall be issued for the operation of any food establishment prior to the issuance of the county health department permit or approval.

(Code 1975, § 12-15; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~236~~ 83. Same—Transfer.

No food establishment permit shall be transferable from one (1) person or from one (1) location to another.

(Code 1975, § 12-16)

~~Sec. 12-237. Approval of construction, extension or expansion plans.~~

~~No construction, extension, expansion or alteration of a food service establishment, food outlet or processing plant shall take place before the owner or operator has submitted complete plans for the establishment showing existing and proposed layout, and the plans have received written approval from the standpoint of public health by the county health department.~~

~~(Code 1975, § 12-17)~~

~~Sec. 12-238. Instruction of personnel.~~

~~In order to ensure that management and supervisors are qualified to institute and maintain acceptable sanitary procedures in the operation of a food business to minimize the possibility of food-borne disease outbreak, at least one (1) person in management or supervision shall be required to have completed at least a six-hour course of instruction and training conducted and/or approved by the health department in basic food hygiene relating to the proper storage, preparation and service of food and drink. Satisfactory completion of this course shall be demonstrated by successfully completing a written examination administered by the county health department, and a certificate valid for two (2) years shall be issued. Trained management shall be responsible for the training of its employees, seeking assistance from the health department when needed.~~

~~(Code 1975, § 12-18)~~

Sec. 12-~~239~~ 84. Enforcement.

It shall be the responsibility of the director of the county health department or his duly authorized representative to enforce the provisions of this article throughout the city.

(Code 1975, § 12-19)

Sec. 12-~~240~~ 85. Inspections; notice of violation; notice of hearing.

(a) It shall be unlawful for any owner, manager, agent or person in charge of a food establishment to refuse entry to a duly authorized representative of the county health department for purposes of inspection during regular business hours.

(b) The county health department shall make inspections of all food establishments within the city as often as deemed necessary, and if it is determined that a violation of any provision of this article is being maintained therein, the health department shall, by hand delivery or by registered or certified mail addressed to the operator of the food establishment at the street address of the food establishment, give the operator of such food establishment an official notice providing for a reasonable time within which to correct such violation.

~~(c) If a violation continues beyond the time specified within the official notice, or if violations continually occur at a food establishment, the food establishment shall be served with notice of hearing before the food protection advisory board, as set forth in section 12-241. The hearing shall determine whether to revoke the food establishment's permit to operate.~~

(Code 1975, § 12-20)

Sec. 12-~~241~~ 86. ~~Food protection advisory~~ Health and sanitary control board; hearing; permit revocation.

(a) The city recognizes the county ~~food protection advisory~~ health and sanitary control board as an official advisory agency to the health department and to the director of the county health department and his staff.

(b) The board shall hold hearings on complaints brought by the county health department against operators of food establishments. The director of the county health department shall give to the operator of the food establishment ~~not less than fifteen (15) days'~~ notice of the hearing before the board. Such notice shall specify the violation complained of by the director of the county health department. ~~The holder of the permit which is recommended for revocation by the director of the county health department shall have the opportunity to appear at the hearing and to show cause why the permit should not be revoked. The notice of the hearing on the question of the revocation of a permit shall be served by hand delivery or by registered or certified mail addressed to the operator of such food establishment, at the street address of such food establishment.~~ The board, on conclusion of the hearing, may revoke the permit for the operation of a food establishment upon the failure of such establishment or the owner thereof to comply with any of the provisions of this article beyond the time for compliance specified in an official notice of violation, or if violations of this article continually occur at a food establishment.

(c) An application for reissue of a revoked permit shall be made in the form of a letter to the county health department requesting an inspection and permit, and shall be accompanied by a nonreturnable administrative fee ~~of one hundred dollars ($100.00)~~.

(Code 1975, § 12-21)

Cross reference(s)—Boards, committees, commissions, § 2-56 et seq.

Sec. 12-~~242~~ 87. Immediate closure of establishment threatening life or health.

If in the opinion of the county health department conditions of a food establishment represent an immediate threat to the life or health of the patrons and/or employees, the establishment shall be ordered to close

immediately by action of the county health department. This action shall be taken only after the review and concurrence of a county health department supervisor or food specialist. The establishment shall remain closed until in the opinion of the county health department no further danger exists.

(Code 1975, § 12-22)

Sec. 12-~~243~~ 88. Grease traps.

(a) Grease trap maintenance is required for all food establishments.

(b) Food service establishments shall provide proof of regular grease trap maintenance upon application for local business ~~license~~ tax receipt.

(c) The service contract must reflect grease trap service every three (3) to six (6) months.

(d) Grease trap maintenance shall include the cleanout caps. Missing or damaged caps must be replaced immediately.

(Ord. No. 93-18, § 1, 6-24-93; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~244~~ 89. Penalties.

Any person violating any provision of this article shall be punished as provided by law. If such violation is continuing, each day's violations shall be a separate offense. The violation of any of the provisions of this article may also be enforced by injunction, including a mandatory injunction and such suit or action may be instituted and maintained in the name of the county and/or the city. Injunctive relief shall not preclude proceeding in a criminal action under this article. A criminal action shall not preclude proceeding for injunctive relief.

(Code 1975, § 12-23)

Secs. 12-~~245~~ 90—12-~~260~~ 100. Reserved.

ARTICLE ~~X~~ VIII. PEDDLERS, SOLICITORS, CANVASSERS, ITINERANT VENDORS[5]

Sec. 12-~~26~~101. Definition.

For the purposes of this article, the term "solicitor" or "canvasser" means any person who attempts to solicit orders for the sale of goods, wares or merchandise, whether the sale is consummated in the city or to be consummated when approved by some other person elsewhere, or who bargains to sell any goods, wares or merchandise for cash or otherwise, by sample or by any other manner, personal property of any nature whatsoever, or for services to be furnished or performed, for present or future delivery, traveling by foot, wagon, automobile, motor truck or any type of conveyance, from place to place, from house to house or from street to street, including any person collecting or soliciting contributions or donations, cash or otherwise, to any charitable, nonprofit or other eleemosynary organization; provided, that the provisions of this article shall not be applicable to

[5]Cross reference(s)—Activity restricted on certain streets, § 14-3.

any person who enters the residence or business of any resident of the city at the express request or invitation of such resident.

(Code 1975, § 22-1)

Cross reference(s)—Definitions and rules of construction generally, ~~§ 1-2~~ Chapter 10, Article 6.

Sec. 12-~~26~~102. ~~License~~ Business tax receipt—Required.

It shall be unlawful for any solicitor or canvasser to engage in such business or collection within the corporate limits without first obtaining a ~~license~~ business tax receipt ~~therefor~~ in compliance with the provisions of this article.

(Code 1975, § 22-2)

Sec. 12-~~26~~103. Same—Application.

Applicants for a ~~license~~ tax receipt under this article shall file with the supervisor of local business ~~licenses~~ tax receipts a sworn application in writing, in duplicate, which shall give the following information:

(1) The name of the applicant;

(2) Permanent home address and full local address of the applicant;

(3) A brief description of the nature of the business and goods to be sold;

(4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;

(5) The length of time for which the right to do business is desired;

(6) The place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where such goods or products are located at the time such application is filed and the proposed method of delivery;

(7) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches, showing the head and shoulders of the applicant in a clear and distinguishing manner;

(8) The names of at least two (2) reliable property owners of the county who will certify as to the applicant's good character and business responsibility or, in lieu thereof, such other available evidence as to the good character and business responsibility of the applicant as will enable the investigator to properly evaluate such character and business responsibility;

(9) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed ~~therefor~~;

(10) A statement by a physician with an office in the county, dated not more than ten (10) days prior to the submission of the application, certifying the applicant to be free of contagious, infectious or communicable diseases;

(11) If the applicant is associated with a charitable, nonprofit or other eleemosynary organization, a brief description of the nature and purpose of such organization and the address of the main office of such organization.

(Code 1975, § 22-3; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~26~~104. Same—Investigation of applicant; approval or disapproval of application; issuance; contents; records.

(a) A complete and thorough investigation of the business and moral character of an applicant for a ~~license~~ business tax receipt under this article shall be made, including a verification of the application required in section 12-~~26~~103.

(b) If as a result of such investigation the applicant's character or business responsibility is found to be unsatisfactory, it shall be endorsed on such application with the disapproval and reasons for the same and the application shall be returned to the applicant, indicating that the application has been disapproved and that no ~~license~~ business tax receipt will be issued. For the purposes of this section, the applicant's character and business responsibility shall be deemed to be unsatisfactory for any of the following causes:

(1) Fraud, misrepresentation or false statement contained in the application for license;

(2) Two (2) or more judgments outstanding from a court of any jurisdiction;

(3) That the applicant has been found guilty, within the past three (3) years, of a felony, misdemeanor or a violation of any municipal ordinance or governing authority, involving moral turpitude or adversely affecting the applicant's character or business responsibility;

(4) That the applicant has had a contagious, infectious or communicable disease within the past two (2) years.

(c) If as a result of such investigation the character and business responsibility of the applicant are found to be satisfactory, the supervisor of local business ~~licenses~~ tax receipt shall endorse on the application the approval and execute a ~~license~~ tax receipt, addressed to the applicant, for the carrying on of the business applied for and, upon payment of the prescribed ~~license~~ tax receipt fee by the applicant, deliver such ~~license~~ tax receipt to the applicant. Such ~~license~~ tax receipt shall contain the signature ~~and seal of the city clerk~~ and shall show the name, address and photograph of the ~~licensee~~ applicant, the kind of goods to be sold under such ~~license~~ business tax receipt, the amount of fee, the date of issuance and the length of time the same shall be operative, as well as the ~~license~~ tax receipt number and other identifying description of any vehicle used in such soliciting or canvassing. The supervisor of local business ~~licenses~~ tax receipts shall maintain a file of all applications and ~~licenses~~ tax receipts after such ~~licenses~~ business tax receipts have been issued.

(Code 1975, § 22-4; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~26~~105. Same—Fee.

The ~~license~~ business tax receipt fee which shall be charged by the city for the ~~license~~ tax receipt required by this article shall be fifty dollars ($50.00) per month or two hundred fifty dollars ($250.00) per year.

(Code 1975, § 22-5)

Sec. 12-~~26~~106. Surety bond.

Every applicant for a ~~license~~ business tax receipt under this article shall file with the city a surety bond, running to the city in the amount of one thousand dollars ($1,000.00), conditioned that the applicant shall comply fully with all of the provisions of this Code and other ordinances of the city and state law regulating and concerning the business of solicitor, and guaranteeing to any citizen of the city that all money paid as a down payment will be accounted for and applied according to the representation of the solicitor, and further guaranteeing to any citizen of the city doing business with such solicitor that the property purchased will be delivered according to the representations of such solicitor. Action on such bond may be brought in the name of the city for the use or benefit of the aggrieved person.

(Code 1975, § 22-6)

Sec. 12-~~26~~107. Badges worn by ~~licensees~~ permittee.

The supervisor of local business ~~licenses~~ tax receipts shall issue to each ~~licensee~~ applicant under this article at the time of delivery of the ~~license~~ tax receipt, a badge which shall contain the words "~~licensed~~ permitted solicitor," the period for which the ~~license~~ business tax receipt is issued and the number of the ~~license~~ tax receipt, in letters and figures easily discernible from a distance of ten (10) feet. Such badge shall, during the time such ~~licensee~~ permittee is engaged in soliciting, be worn constantly by the ~~licensee~~ permittee on the front of his outer garment in such a way as to be conspicuous from a distance of ten (10) feet.

(Code 1975, § 22-7; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~26~~108. Carrying, exhibiting license.

~~Licensees~~ Permittees under this article are required to carry their ~~license~~ tax receipt on their person at all times while soliciting or canvassing and shall be required to exhibit such ~~license~~ tax receipt at the request of the citizen.

(Code 1975, § 22-8)

Sec. 12-~~26~~109. Authorized hours of solicitation or canvassing.

(a) It is the finding of the city commission that it desires to exercise its police power to establish reasonable hours of solicitation or canvassing for the purposes contained in this article. Furthermore, the residents of the city desire the quiet enjoyment of their private homes; that ~~in this time of increased crime in South Florida~~ there is a basis for a concern or apprehension of strangers going door-to-door, especially after sunset; that although the city has a relatively low crime rate, it does experience more crimes after dark than during daylight hours; and that due to the unique nature of the city ~~as a retirement community~~, there is a strong likelihood of finding a substantial number of residents at their homes during normal working hours.

(b) ~~Licensed~~ Permitted solicitation or canvassing in the city is limited to the hours of 9:00 a.m. to one-half hour after sunset.

(Code 1975, § 22-8.1)

Sec. 12-~~27~~110. Revocation of ~~license~~ tax receipt.

(a) ~~Licenses~~ Tax receipts issued under the provisions of this article may be revoked by the supervisor of local business ~~licenses~~ tax receipts after notice and hearing, for any of the following causes:

(1) Fraud, misrepresentation or false statement contained in the application for ~~license~~ business tax;

(2) Fraud, misrepresentation or false statement made in the course of carrying on the ~~licensee~~applicant's business as solicitor or canvasser;

(3) Any violation of this article;

(4) Conviction of any felony, misdemeanor or violation of any provision of this Code or other municipal ordinance, involving moral turpitude or adversely affecting the applicant's character or business responsibility;

(5) If the ~~licensee~~ receipt holder has two (2) or more judgments outstanding from a court of any jurisdiction;

(6) If the ~~licensee~~ receipt holder has any contagious, infectious or communicable disease;

(7) If the ~~licensee~~ receipt holder is conducting the business of soliciting or canvassing in an unlawful manner or in such a manner as to constitute a menace to the health, safety or general welfare of the public.

(b) Notice of the hearing for revocation of a ~~license~~ business tax receipt shall be given in writing, setting forth specifically the ground of the complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the ~~licensee~~ receipt holder at his last-known address as reflected by the application and ~~license~~ business tax receipt, at least five (5) days prior to the date set for hearing. The result of such hearing shall be mailed to the applicant, within five (5) days from the date of the hearing, at the aforesaid address.

(Code 1975, § 22-9; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~111. Appeals.

Any person aggrieved by the action of the supervisor of local business ~~licenses~~ tax receipts in denying the issuance of a ~~license~~ business tax receipt or revoking a ~~license~~ business tax receipt under this article shall have the right of appeal to the ~~city commission~~ planning board in accordance with Chapter 10, Sec. 10-5.4(R) – "Administrative Appeal". ~~Such appeal shall be taken by filing with the city commission, within twenty (20) days after notice of the action complained of has been mailed to such person's address as aforesaid, a written statement setting forth fully the ground for the appeal. The commission shall set a time and place for a hearing on such appeal, and a notice of such hearing shall be given to the applicant in the same manner as provided in section 12-270. The hearing by the city commission shall be held within thirty (30) days from receipt of the appeal, and the decision and order of the city commission on such appeal shall be final and conclusive.~~

(Code 1975, § 22-10; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~112. Exemptions for eleemosynary organizations.

The city commission shall have the right to waive the requirements of this article, for good cause shown, for any charitable, nonprofit or other eleemosynary organization seeking to solicit contributions or donations, cash or otherwise.

(Code 1975, § 22-11)

Sec. 12-~~27~~113. Peddling—Truck classification.

Trucks or moving vehicles propelled by gasoline or oil or other propellants operating upon the streets of the city for the purposes of this article are classified as follows:

(1) Trucks or moving vehicles engaged in the business of delivering goods, wares and merchandise, where no money is received upon the delivery and no orders taken for goods, wares or merchandise to be delivered in the future.

(2) Trucks or moving vehicles operating from and in connection with a place of business in the city, upon which a local ~~local~~ business ~~license~~ tax receipt has been paid.

(3) Trucks or moving vehicles from which vegetables and farm and grove products raised and produced by the owner of the truck are offered for sale at wholesale only in the city.

(4) Trucks or moving vehicles from which vegetables and farm and grove products not raised and produced by the owner of the truck are offered for sale at wholesale in the city.

(5) Trucks or moving vehicles from which goods, wares and merchandise, except vegetables or farm and grove products, are offered for sale at wholesale in the city.

(6) Trucks or moving vehicles operating from a wholesale place of business located outside the limits of the city, which place of business holds a county wholesale license issued by some county in the state and a wholesale local business ~~license~~ tax receipt issued by some city in the state.

(7) Trucks or moving vehicles selling goods, wares, merchandise, farm products, grove produce, citrus, shrubbery, etc., at retail or rendering services for which a charge is made, such as sharpening knives, repairing, towel or linen service, etc., in the city.

(Code 1975, § 14-44; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~114. Same—Local business ~~license~~ tax receipt or registration required.

(a) Trucks and moving vehicles described under section 12-~~27~~113(4), (5) and (7) are required to pay for a local business ~~license~~ tax receipt under the applicable classification, as set out in this chapter.

(b) Operators of trucks and moving vehicles described under section 12-~~27~~113(4) shall be required to register with the police department before receiving a metal plate or decal permit, to be attached to the outside of such truck or moving vehicle.

(c) Operators of trucks and moving vehicles described under section 12-~~27~~113(5) shall be required to register with the police department before receiving a metal plate or decal permit, to be attached to the outside of such truck or moving vehicle.

(d) Operators of trucks and moving vehicles described under section 12-~~27~~11 3(2) shall be required to pay a local business ~~license~~ tax as specified in this chapter and to register with the police department before receiving a metal plate or decal permit, to be attached on the outside of such truck or moving vehicle.

(e) Nothing in this section shall be construed to authorize the imposition of a ~~license~~ tax receipt fee on any vehicle otherwise prohibited.

(Code 1975, § 14-45; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~11 5. Same—Registration of certain trucks, etc., required.

Operators of trucks and moving vehicles described under section 12-~~27~~11 3(3), (4), (5), (6) and (7) are required to register a description of the truck and motor vehicle, the name and address of the owner and the place of business from which such truck operates with the police department of the city and to secure a metal plate or decal permit, to be attached to such truck or moving vehicle, before doing business in the city or using the public streets. The police department shall keep a book for registration of such trucks or moving vehicles.

(Code 1975, § 14-46)

Sec. 12-~~27~~11 6. Same—Grower's certificate required for certain trucks, etc.

Operators of trucks and moving vehicles described under section 12-~~27~~11 3(3) shall be required to produce a grower's certificate of the state and register the description of the automobile and name and address of the owner with the police department and, upon so doing, shall be entitled to secure a metal plate or decal permit, to be attached on the outside of such truck or moving vehicle.

(Code 1975, § 14-47)

Sec. 12-~~27~~11 7. Same—Certain trucks, etc., to have city and county wholesale licenses.

Operators of trucks and moving vehicles described under section 12-~~27~~113(6) shall be required to present to the police department a state and county local business license issued by some county in the state, as well as a city local business ~~license~~ tax receipt for a wholesale dealer issued by some city in the state, both of such license~~s~~/tax receipt to be for the current year, before receiving a metal plate or decal permit, to be attached to the outside of such truck or moving vehicle; provided, that, where either the county or city of the operator's principal place of business does not issue local business ~~licenses~~ tax receipts, evidence of such fact may be accepted in lieu of such license~~s~~/tax receipt.

(Code 1975, § 14-48; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~11 8. Prohibition of solicitation by minors; definitions; penalties.

(a) *Definitions.*

(1) *Soliciting* shall mean and include any one (1) or more of the following activities:

a. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatever for any kind of consideration whatever;

b. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or publication;

c. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication; or

d. Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.

(2) *Minors* shall mean any natural person who has not attained the age of eighteen (18) years.

(3) *Rights-of-way* shall mean land dedicated, deeded, used or to be used, for a street, alley, walkway, boulevard, drainage facility, access or ingress and egress by the public, certain designated individuals or governing bodies.

(b) *Solicitation prohibited.*

(1) It is hereby deemed unlawful for any minor person to go upon the public rights-of-way of the City of Tamarac for the purpose of soliciting.

(2) It is hereby deemed unlawful for any parent, guardian, custodian, corporation, or any other form of business entity to request, supervise or direct a minor to go upon the public rights-of-way for the purpose of soliciting.

(c) *Penalties.* Any violator of the provisions of this section shall, upon conviction thereof, be subject to a fine of not less than twenty-five dollars ($25.00) and nor more than five hundred dollars ($500.00) for each offense.

(Ord. No. 99-06, § 2, 4-14-99)

Secs. 12-~~27~~119—12-~~29~~120. Reserved.

ARTICLE IX~~I~~. PRIVATE DETECTIVES[6]

Sec. 12-~~29~~121. Information required for issuance of ~~license~~ business tax receipt.

Before any local business ~~license~~ tax receipt for a private detective may be issued, the applicant must first present to the supervisor of local business ~~licenses~~ tax receipts the following information:

(1) A certificate from the police department of the city showing that the applicant has been fingerprinted and that he has no past record of a felony conviction;

(2) A certificate from the chief of police showing that the applicant has successfully obtained a state license.

(Code 1975, § 14-49; Ord. No. 2007-06, § 2, 2-28-07)

[6]State law reference(s)—Private detectives license limitation, F.S. § 493.325.

Sec. 12-~~29~~122. Registration when operating in but not licensed by city.

All private detectives or criminal investigators not ~~licensed~~ granted a tax receipt by the city are required to register with the police department before conducting any operation within the corporate limits.

(Code 1975, § 14-50)

Secs. 12-~~29~~123—12-~~3~~130. Reserved.

ARTICLE X~~II~~. SALES

Sec. 12-~~3~~131. Bankrupt, auction, etc., sales.

Before any person shall sell or be engaged in the business of selling goods, wares, merchandise or other personal property, such sales being advertised as bankrupt, insolvent, insurance, assignee, trustee, testator, executor, administrator, receiver, auction, syndicate, railroad or other wreck, wholesale or manufacturer's or closing-out sale, or as goods damaged by smoke, fire, water or otherwise, such person shall pay a ~~license~~ receipt tax of three hundred fifty dollars ($350.00). The provisions of this section shall not apply to bona fide sales of general assignees for the benefit of creditors or bona fide trustees selling under power of sale in any deed of trust or mortgage or lien, executors and administrators selling goods of their decedent, or to any officer selling the property under legal process, or to regularly licensed auctioneers selling bona fide at public outcry in the usual course of their business, or bona fide merchants, in selling or disposing of stocks of merchandise, who were the original owners of such stocks of merchandise, where a ~~license~~ tax receipt has been already paid by such merchant prior to the bankruptcy proceedings. The ~~license~~ tax receipt required by this section shall not be transferable. The use of any of the descriptive words or phrases referred to in this section as a part of a trade or firm name shall be construed to require the obtaining of the ~~license~~ business tax receipt herein provided for. No person shall bring in for sale within the city limits any bankrupt stock which has been purchased outside of the city limits.

(Code 1975, §§ 14-6, 14-7)

State law reference(s)—Bankruptcy, fire and going-out-of-business sales, F.S. § 559.20 et seq.

Secs. 12-~~3~~132—12-~~33~~140. Reserved.

ARTICLE XI~~II~~. SECONDHAND GOODS DEALERS[7]

Sec. 12-~~33~~141. Record of transactions.

Every person engaged in the business of buying, trading or otherwise dealing for profit in used goods, wares and merchandise of any description, including appliances, shall keep a complete and clear record of every used article, goods, wares or merchandise purchased by him. The record shall specify the name and address of the seller, the date received, the article or thing, and the number, mark or other details as will aid in making identification of such article or thing possible. All individuals and firms required to keep records under the terms of

[7]State law reference(s)—Metals dealers, processors and founders, F.S. ~~§~~ 538.~~01.~~

this article shall keep such records in duplicate and shall, upon demand by the chief of police or his representative, furnish the city with a copy of such records, either at regular intervals or at any other time as determined by the chief of police or his representative. The records shall be kept by the person or firm making the records for the holding period described in F.S. 538. ~~at least fifteen (15) days after the goods, wares and merchandise are disposed of.~~

(Code 1975, § 14-99)

Sec. 12-~~33~~142. Dealing with minors.

It shall be a violation of this article for any person to buy any used or secondhand articles, goods, wares or merchandise from a person under eighteen (18) years of age unless accompanied by a parent or legal guardian; and it shall likewise be a violation of this article for any person under eighteen (18) years of age to offer for sale any such articles.

(Code 1975, § 14-100)

State law reference(s)—Similar provision, F.S. § 538~~.014.~~

Sec. 12-~~33~~143. Revocation of or other action against local business ~~license~~ tax receipt.

(a) In addition to any penalties which may be imposed for the violation of certain provisions of this article, the city may, pursuant to the provisions of this section, revoke the ~~license~~ receipt of a business or take disciplinary action other than revocation on any of the following grounds:

(1) Fraudulent or willful and knowing misrepresentation or false statement made in a record required to be kept pursuant to this article;

(2) Failure to comply within a reasonable time with any order or notice to furnish records kept under the terms of this article issued by the chief of police or his representative after the ~~licensee~~applicant's rights to hearing and appeal have been exhausted.

(b) No local business ~~license~~ tax receipt shall be revoked or other disciplinary action taken until a hearing is held by the city manager. Written notice of the time and place of the hearing shall be served on the holder of the ~~license~~ business tax receipt at least ten (10) working days before the date set for the hearing. The notice shall set forth a summary of the grounds advanced as the basis for the revocation of the ~~license~~ tax receipt.

(c) At the hearing before the city manager, the holder of the ~~license~~ business tax receipt or his authorized representative shall be given an opportunity to confront and examine any adverse witness and to present evidence on his own behalf. Within ten (10) working days after the hearing, the city manager shall either dismiss the charges or shall forward the complaint to the city commission with his recommendation that the ~~license~~ business tax receipt be revoked or other disciplinary action taken. In either event, the city manager shall cause the holder of the ~~license~~ tax receipt to be given notice in writing of his decision within ten (10) working days.

(d) Any person whose license is revoked or has other disciplinary action taken against it pursuant to this section shall have the right, within ten (10) working days after receiving notice in writing of the revocation from the city manager, of filing a written appeal with the planning board in accordance with Chapter 10, Sec. 10-5.4(R) – "Administrative Appeal". ~~city commission. Such appeal shall set forth in detail the specific ground or grounds on which it is based. The city commission shall hold a hearing on the appeal within thirty (30) calendar days after its receipt by the city and shall cause the appellant to be given at least ten (10) working~~

days' written notice of such hearing. At the hearing the appellant or his authorized representative shall have the right to present a written or oral argument, or both, in support of his appeal. The determination of the city commission on the appeal shall be final.

(Code 1975, § 14-101; Ord. No. 2007-06, § 2, 2-28-07)

Secs. 12-334—12-350. Reserved.

ARTICLE XIV. TEMPORARY SALES

Sec. 12-351. Temporary holiday sales, vendors regulated.

It shall be unlawful in the city for any person, firm, corporation, business or enterprise to sell, dispense, offer for sale, or distribute any item or items from other than within an enclosed building except as permitted in commercial zoning districts and as follows:

(1) A license for the sale of retail merchandise out-of-doors will be issued only for items sold in connection with the following:

a. Independence Day for sparklers (July 4);

b. Halloween for pumpkins and related items such as, but not limited to, Indian corn and gourds (October 31); and

c. Christmas for Christmas trees and related items such as, but not limited to, stands, bags, bows and wreaths (December 25).

(2) Any license issued for sales permitted under this section shall be valid only for a temporary period of time, after having obtained a permit from the city and paying a permit fee of two hundred fifty dollars ($250.00) and complying with the following minimum requirements:

a. A maximum of ten (10) days preceding the Fourth of July;

b. A maximum of thirty (30) days preceding Halloween;

c. From Thanksgiving Day through December twenty-sixth.

(3) Prior to receipt of a license, an applicant shall comply with all of the following:

a. The applicant for a license allowing temporary holiday sales shall provide the city with an indemnification agreement holding the city harmless for all activities of the applicant and shall submit proof of public liability insurance in a coverage amount of no less than five hundred thousand dollars ($500,000.00), at each sales location, which names the city as a named insured and is issued by an insurance company authorized by the state department of insurance to do business in the state. The policy must be approved by the city, risk management division; and

b. A written, sworn application, signed by the applicant, shall be filed with the occupational licensing section at least thirty (30) days prior to the commencement of the appropriate holiday period, as provided in subsection (2) showing:

1. The name or names of the person or persons responsible for the management or supervision of the applicant's business during the time that the activities will be conducted

in the city; the local address of such person or persons while engaged in such business; the permanent address or addresses of such person or persons; the capacity in which such person or persons will act (that is, whether as proprietor, agent or otherwise); the name and address of the person, firm or corporation for whose account the business will be carried on, if any; and if a corporation, under the laws of what state the same is incorporated and the name and address of its registered agent in the State of Florida; and

2. The proposed place or places in the city where applicant's business will be conducted and length of time the business will be conducted; and

3. A statement of the nature, character and quality of the goods to be sold or offered for sale by the applicant in the city; and

4. Proof of a State of Florida sales tax number; and

5. For vendors of sparklers who are required to register with the division of the state fire marshal of the department of insurance under chapter 791, Florida Statutes, proof of a completed registration form. Proof of actual registration shall be submitted prior to issuance of the license; and

6. A written notarized statement from the owner of the property, or an authorized agent of the owner, authorizing the location of the temporary holiday sales vendor on the property; and

7. A sketch showing the exact location of the vendor.

c. The license issued under this article shall be posted conspicuously in the place of business named therein. In the event that such person or persons applying for such license shall desire to do business in more than one (1) location within the city, separate licenses shall be issued for each location of business, and shall be posted conspicuously in each place of business.

(4) No licensee shall be issued more than ten (10) licenses. For the purpose of this subsection, licensees shall be deemed the same if any one (1) principal in the legal entity under which the licensee is operating is identical, regardless of the structure of the legal entity.

(5) No license shall be transferred without written consent from the director of community development of the city, as evidenced by an endorsement on the face of the license by the director of community development showing to whom the license is transferred and the date of transfer. The transferee of a license shall meet and be subject to all requirements set forth herein for the original licensee.

(6) No license for the sale of sparklers may be issued unless such items may be lawfully sold under Chapter 791, Florida Statutes.

(7) Locations for sales of merchandise licensed under this section are subject to the following restrictions:

a. Sparklers may only be sold at locations within a commercial zoning district. Such sales shall not be permitted to be made from areas located within fifty (50) feet from:

1. Any fuel storage facility of any kind; and

2. Any area required to provide parking in connection with a restaurant or lounge.

b. Christmas trees and sparklers may be sold only if each sales location has been approved by the city fire department.

c. Halloween and Christmas items may only be sold at locations within any commercial zoning district or from areas immediately adjacent and utilized in conjunction with the commercially zoned property, as well as from any property owned by a nonprofit organization or institution.

d. A maximum of one (1) four-foot-by-eight-foot sign for each location may be displayed in connection with such sales.

e. There shall be a minimum one thousand five hundred (1,500) feet between any two (2) locations licensed under this section; however, retail stores with over twenty thousand (20,000) square feet of floor area are exempt from this requirement; nor shall a temporary holiday sales vendor be required to locate at least one thousand five hundred (1,500) feet from such an establishment. For purposes of determining which license application of two (2) or more applications proposing sites within one thousand five hundred (1,500) feet of one another shall be approved, the date and time that each completed application is received by the city shall determine the priority, with the earliest completed application receiving the highest priority. For the purposes of this section, a site duly licensed for the previous year and which complied with all applicable regulations shall be considered to be the earliest completed application.

f. At any given location licensed under this section, there shall be a maximum of one (1) temporary holiday sales vendor.

(8) The sale of any merchandise by any holiday sales vendor as specified in this section without a license as provided in Chapter 12 of the Code of the City of Tamarac is unlawful.

(9) Violation of this section shall be punishable as provided in section 1-13, as currently enacted or as may be amended from time to time, or by any other means authorized by law.

(Ord. No. 93-9, §§ 1, 2, 4-28-93; Ord. No. 93-12, §§ 1, 2, 6-9-93)

Secs. 12-35144—12-37150. Reserved.

ARTICLE XIIV. PAWNBROKERS

Sec. 12-37151. Florida Pawnbrokers Act; state law adopted.

The Florida Pawnbroking Act is hereby adopted by the city and made a part of this Code.

(Ord. No. 96-20, § 2, 12-11-96)

Sec. 12-37152. Local business license tax receipt required.

It shall be unlawful for any pawnbroker to engage in any such business within the corporate limits without first obtaining from the city a business tax receipt license therefor. A separate license business tax receipt is required for each pawnshop.

(Ord. No. 96-20, § 2, 12-11-96; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~37~~153. Hours of operation.

No pawnshop may operate during the hours between midnight and 6:00 a.m.

(Ord. No. 96-20, § 2, 12-11-96)

ARTICLE X~~V~~III. VACATION RENTALS REGISTRATION

Sec. 12-~~37~~154. Intent and purpose.

The city commission finds that transitory uses of residential property tend to adversely affect the residential character of the community and are injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the city to mitigate impacts created by such transitory uses of residential property within the city. It is unlawful for any owner of any property within the geographic bounds of the city to rent or operate a vacation rental contrary to the procedures and regulations established in this article or applicable state statute.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~155. Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory.

Garbage as defined in the City of Tamarac Code of Ordinances.

Residential property shall mean "residence, one-family;" "residence, two-family;" and "residence, three-family" and "residence, four-family" set forth all residential zoning districts established pursuant to this Code.

Responsible party shall mean the owner, or the person designated by the owner of the vacation rental to be called upon to answer for the maintenance of the vacation rental and the conduct and acts of vacation occupants of residential properties.

Vacation occupants means any person, or guest or invitee of such person, who occupies or is in actual or apparent control or possession of residential property required to obtain a permit as a vacation rental. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the vacation rental is a vacation occupant.

Vacation rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is rented to vacation occupants for more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to vacation occupants, but that is not a timeshare project.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~156. Vacation rental registration and permit required.

(a) It is unlawful for any person to allow another person to occupy any vacation rental within the city, or offer any residential property for rent and/or lease as a vacation rental within the city, unless the person has obtained the vacation rental permit for the vacation rental with the city in accordance with the provisions of this article, except as provided in 12-~~37~~156(b).

(b) A person may allow another person to occupy any vacation rental without the issuance of a permit from the city if all the following are met:

(1) The vacation rental to be occupied by a vacation occupant, or any other property owned by the titled owner of the vacation rental to be occupied by a vacation occupant, is not in violation of any section of the Code of Ordinances of the City of Tamarac; and

(2) There are no unsatisfied liens recorded against the vacation rental to be occupied by a vacation occupant, or any other property owned by the titled owner of the vacation rental to be occupied by a vacation occupant, as a result of any violation of any section of the code of ordinances of the city; and

(3) A complete application for a permit for the residential property as a vacation rental has been filed pursuant to section 12-~~37~~157 and all applicable fees have been paid; and

(4) That said occupancy was scheduled prior to May 9, 2018 as evidenced by a written and validly executed rental agreement or contract provided to the community development director or designee; however, any renewal terms of any occupancies scheduled after May 9, 2018 shall require a permit; and

(5) For a vacation rental, the vacation rental has an effective and valid license as a vacation rental, the classification of public lodging establishment issued by the Florida Department of Business and Professional Regulations prior to May 9, 2018.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~157. Application for vacation rental permit.

(a) Application for a vacation rental permit shall be made by the owner of the vacation rental to the community development director or his or her designee, and applications for a vacation rental permit shall be certified as true and complete, and sworn to in the presence of a notary, and shall set forth at a minimum:

(1) The legal description of the vacation rental offered for rental (i.e., address, lot, block and subdivision name);

(2) Name, address, and phone number of owner of property that is the subject of the application;

(3) Name, address, and emergency contact phone number of responsible party for the vacation rental, which shall be a twenty-four (24) hour, seven (7) days' a week contact number;

(4) That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by the responsible party;

(5) Acknowledgements by owner of the vacation rental of the following:

a. That all vehicles associated with the vacation rental must be parked on hard surface off-street parking provided on the property;

b. That the vacation occupant of any vacation rental shall comply with the limitations of section 12-~~38~~162;

c. That the owner of vacation rental shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes.

d. The vacation rental, or any other property owned by the titled owner of the vacation rental, is not in violation of any section of the Code of Ordinances of the City of Tamarac;

e. That there are no unsatisfied liens recorded against the vacation rental, or any other property owned by the titled owner of the vacation rental, as a result of any violation of any section of the Code of Ordinances of the City of Tamarac;

f. That no solid waste or recycling container for the vacation rental shall be located at the curb for pickup before 7:00 p.m. of the day prior to pick up, and the solid waste and recycling containers shall be removed before 11:00 p.m. of the day of pickup;

g. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance on a vacation rental, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance;

h. That other properties are not jointly shared commodities and should not be considered available for use by vacation occupants of the vacation rental subject of the application; and

i. That prior to permitting occupancy by a vacation occupant, the owner shall confirm that such occupancy is not prohibited by the city's sexual offender and predator residency prohibitions set forth in sections 13-20 through 13-23 of the City's Code of Ordinances.

(6) Proof of owner's current ownership of the vacation rental;

(7) Proof of owner's certificate of liability insurance;

(8) For vacation rentals, and where required by state law, proof of registration with the Florida Department of Revenue for sales tax collection and Broward County for Tourist Development Tax; however, if the vacation rental is exempt from sales tax collection then the owner shall provide an affidavit confirming the exemption and a copy of the exemption certificate issued by the State of Florida Department of Revenue; and

(9) For vacation rentals, and where required by state law, proof of licensure with the Florida Department of Business and Professional Regulation for a transient public lodging establishment.

(b) Submission of an incomplete application form shall result in rejection of the application.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~158. Fees for vacation rental permit.

The city shall charge reasonable fees for a vacation rental permit in order to compensate for administrative expenses. The fees for a permit under this article shall be provided for, from time to time, by resolution adopted by the city commission.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~159. Responsible party required.

Whenever any vacation rental is required to obtain a permit under this article, the owner of the vacation rental shall appoint a natural person, to serve as the responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner of the vacation rental. An initial responsible party shall be designated, and name submitted with the application for the permit, and the community development director or his/her designee shall thereafter be notified of any change of responsible party within five (5) business days of such change. Further, it is the affirmative duty of the responsible party to:

(1) Inform all vacation occupants, in writing, prior to occupancy of the vacation rental of applicable city ordinances concerning noise, residency prohibitions for sexual offenders and predators, vehicle parking, Garbage, and common area usage;

(2) Maintain all vacation rentals under their control in compliance with the occupancy limits, as specified in section 5-206 of the Code of Ordinances of the City of Tamarac, Florida, as determined by the building official or his designee;

(3) See that the provisions of this article are complied with and promptly address any violations of this article or any violations of law which may come to the attention of the responsible party;

(4) Be available with authority to address and coordinate solutions to problems with the vacation rental twenty-four (24) hours a day, seven (7) days a week;

(5) Be able to, and shall, respond to, emergency calls by telephone within one (1) hour of notification and in person within three (3) hours of notification;

(6) Keep available a register of all vacation occupants, which shall be open to inspection by authorized personnel of the city at all times; and

(7) Maintain the entire vacation rental free of garbage and litter; provided however, that this subsection shall not prohibit the storage of garbage, recyclables, and litter in wheeled receptacles with hinged lids and in good repair.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~160. False information.

It shall be unlawful for any person to give any false or misleading information in connection with the application required by this article.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~161. Minimum requirements for issuance of a vacation rental permit.

The community development director or designee may issue a permit to the applicant upon proof of the following:

(1) The owner of the vacation rental completes the city vacation rental permit application form;

(2) The application fee has been paid to the city;

(3) A business tax receipt from the city pursuant to chapter 12, article II of the Code of Ordinances;

(4) A business tax receipt from Broward County, if applicable;

(5) A Florida Department of Revenue certificate of registration for purposes of collecting and remitting tourist development taxes, sales surtaxes and vacation rental taxes;

(6) For vacation rentals, a Florida Department of Business and Professional Regulation license as a transient public lodging establishment;

(7) An affidavit, demonstrating maintaining initial and on-going compliance with vacation rental standards contained herein, plus any other applicable local, state and federal laws, regulations and standards to include, but not be limited to F.S. ch. 509, and Rules, Chapter 61C and 69A, Florida Administrative Code, as may be applicable;

(8) A copy of the form agreement to be used when contracting with vacation occupants; and

(9) An affidavit certifying compliance with section 12-~~38~~163.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~162. Vacation rental standards.

The following standards shall govern the use of any vacation rental as a permitted use:

(1) *Minimum life/safety requirements:*

a. *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool Safety Act, F.S. ch. 515.

b. *Bedrooms.* All bedrooms shall meet the habitable room minimum requirements of the City of Tamarac Code of Ordinances.

c. *Smoke and carbon monoxide (CO) detection and notification system.* A smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code—Residential.

d. *Fire extinguisher.* A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.

(2) *Maximum occupancy.* The following specific site considerations in subsections a., b., and c. shall limit any vacation rental occupancy to whichever is less, as applicable, below:

a. One (1) person per one hundred fifty (150) gross square feet of permitted, air-conditioned living space.

b. In the single family residential zoning districts, the maximum occupancy shall be limited to no more than two (2) persons per bedroom per vacation rental. In all other zoning districts and developments predominantly developed with greater than two-family dwelling units, the maximum occupancy shall also be limited to no more than two (2) persons per bedroom per vacation rental unit.

(3) *Solid waste handling and containment.* Based on the maximum vacation occupancy permitted, city solid waste and recycling containers shall be as required in chapter 19 of the city's Code of Ordinances. Appropriate screening and storage requirements for solid waste containers shall apply per any development approval and be incorporated into the vacation rental permit. For purposes of this section, a solid waste container shall not be placed at curbside no earlier than 7:00 p.m. of the day prior to solid waste pickup, and the solid waste container shall be removed from curbside no later than 11:00 p.m. of the day of pickup.

(4) *Minimum vacation occupant information.* The occupant shall be provided with a copy of the information required in this section, and the following shall be posted conspicuously within the vacation rental:

a. A statement advising the vacation occupant that any noise shall not be plainly audible at twenty-five (25) feet or more or from the property of another in violation of section 9-86 of the City's Code of Ordinances.

b. A sketch of the location of the off-street parking spaces for the vacation rental;

c. The days and times of trash and recycling pickup as well as the permitted times for placement of receptacles for collection;

d. The location of the nearest hospital;

e. Notice that sexual offenders and predators are subject to residency prohibitions in the city's Code and occupancy of the vacation rental in violation of such ordinance is a violation of law; and

f. The city's non-emergency police phone number.

g. There shall be posted, next to the interior door of each bedroom a legible copy of the building evacuation map—Minimum eight and one-half (8½) inches by eleven (11) inches.

(4) *Minimum wording for agreement relating to vacation rental.* Any agreement utilized by an occupant of the vacation rental shall contain the minimum vacation occupant information as provided for in this section.

(5) Designation of a vacation rental responsible party capable of meeting the duties provided in section 12-~~37~~15<u>9</u>.

(6) *Advertising.* Any advertising of a vacation rental shall conform to information included in the vacation rental permit, particularly as this pertains to maximum occupancy.

(7) *Sexual offenders and sexual predators.* It is unlawful to allow any person to occupy any vacation rental within the city, with the knowledge that it will be occupied by a person prohibited from establishing a permanent residence or temporary residence at said vacation rental, if such place, structure, or part thereof, trailer or other conveyance, is located within two thousand five hundred (2,500) feet of any school, designated public school bus stop, child day care facility, park or playground or other place where children regularly congregate as described in sections 13-20 through 13-23 of the Code of Ordinances.

(8) *Posting of vacation rental permit.* The permit shall be posted on the back of or next to the main entrance door and shall include at a minimum the name, address and phone number of the responsible party and the maximum occupancy of the vacation rental.

(9) *Other standards.* Any other standards contained with the Code of Ordinances to include, but not be limited to: noise, setbacks, storm water and similar provisions.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~163. Initial and routine certification of compliance.

(a) An initial inspection of the residential property proposed to be used as a vacation rental for compliance with this article is required prior to issuance of an initial vacation rental certificate of compliance. If violations are found, all violations must be corrected, and the vacation rental must be re-inspected prior to issuance of the initial vacation rental certificate of compliance.

(b) Once issued, a vacation rental must be properly maintained in accordance with this article, and will be re-inspected annually. For an inspection, all violations must be corrected and re-inspected within thirty (30) calendar days. Failure to correct such inspection deficiencies in the timeframes provided herein shall result in the suspension of the vacation rental certificate of compliance until such time as the violations are corrected and re-inspected.

(c) The responsible party shall make the appointment for the inspections. If the inspector has an appointment with the responsible party to complete an inspection, and the responsible party fails to admit the inspector at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the city commission to cover the inspection expense incurred by the city.

(d) If the inspector(s) is denied admittance by the responsible party or if the inspector fails in at least three (3) attempts to complete an initial or subsequent inspection of the vacation rental, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the existing vacation rental certificate of compliance or the application for vacation rental.

    (1) For an initial inspection, the notice of failure of inspection results in the certificate of compliance not being issued; the vacation rental is not permitted to operate without a valid certificate of compliance.

    (2) For a subsequent inspection, the notice of failure of inspection is considered a violation and is subject to enforcement remedies as provided herein.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~164. Vacation rental permit is not transferable.

No permit issued under this article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~165. Expiration of vacation rental permit.

All permits issued under the provisions of this article shall be valid for no more than one (1) year, and all permits shall expire on September 30 of each year, regardless of when issued. The annual fee shall be the same regardless of when the application is submitted. Renewal and applicable late renewal fees shall be established by resolution of the city commission.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~166. Suspension and revocation.

(a) Any permit issued pursuant to this article may be denied, revoked, or suspended by the city manager upon the adjudication of a violation of this article, any City of Tamarac Ordinance, or state law, including criminal activity, by the owner, vacation occupant, or responsible party. Such denial, revocation or suspension is in addition to any penalty provided herein.

(b) Offenses/violations.

(1) Non-compliance with any provisions of this article shall constitute a violation of this article.

(2) Separate violations. Each day a violation exists shall constitute a separate and distinct violation, except that occupancy violations shall be governed by subsection 12-~~38~~166(d).

(c) Remedies/enforcement.

(1) Violations of this article shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is the city's objective that the vacation rental owners and responsible parties are responsive and responsible in the management of the vacation rental for compliance with this article. Code enforcement activities will be in accordance with F.S. ch. 162, and chapter 1, section 1-13 and division 2 of chapter 2 of the Code of Ordinances of the City of Tamarac, Florida.

(2) Warnings. Warnings shall be issued for first-time violations and have a correction/compliance period associated with it. Such warnings may include notice to other agencies for follow-up by such agencies, if applicable, such as the Florida Department of Business and Professional Regulation, the Florida Department of Revenue, the Broward County Tax Collector and the Broward County Property Appraiser. Non-compliance with a correction compliance period shall result in the issuance of a citation.

(3) Fines per violation may be set by resolution of the city commission for the first, second, third and further repeat violations. The city may utilize F.S. ch. 162, to prosecute a code violation and in such case a code enforcement board or special magistrate shall hold hearings, assess fines and order other relief. Alternatively, the city may utilize Part 2 of F.S. ch. 162, and pursue violations by way of a civil citation system as provided in its Code of Ordinances. The city may also rely on an appropriate enforcing agency at the state or local level.

(4) Additional remedies. Nothing contained herein shall prevent the city from seeking all other available remedies which may include, but not be limited to, suspension or revocation of a vacation rental permit, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

(d) Suspension or revocation of vacation rental permit. In addition to any fines and any other remedies described herein or provided for by law, the code enforcement board or special magistrate may suspend or revoke a vacation rental permit for multiple violations of the maximum occupancy limits in this article in any continuous thirty-six (36) month period, in accordance with the following:

(1) *Suspension time frames.*

a. Upon a third violation of the maximum occupancy limits contained in this article the vacation rental permit shall be suspended for a period of thirty (30) calendar days.

b. Upon a fourth violation of the maximum occupancy limits contained in this article the vacation rental permit shall be suspended for a period of twelve (12) calendar months.

c. For each additional violation of the maximum occupancy this article the vacation rental permit shall be suspended for an additional period of twelve (12) calendar months.

(2) *Suspension restrictions.* A vacation rental may not provide transient occupancy during any period of suspension of a permit.

a. The suspension shall begin immediately following notice, commencing on the earlier of:

(i) The expiration of the current vacation rental agreement period; or

(ii) If multiple separate rental agreements are simultaneously applicable to a vacation rental, the expiration of all agreements for the vacation occupants utilizing the vacation rental on the date of delivery of a notice of violation to the owner or responsible party; or

(iii) Thirty (30) calendar days, or as otherwise determined by the city special magistrate.

b. Operation during any period of suspension shall be deemed a violation pursuant to this article and shall be subject to daily fine, up to the maximum amount as otherwise provided in Florida Statues for repeat violations, for each day that the vacation rental operates during a period of violation.

(3) *Revocation of vacation rental permit.* A residential property shall not be used as a vacation rental after revocation of a permit. A vacation rental permit may be revoked by the city's code enforcement board or special magistrate following a hearing in which multiple violations of this article have occurred, and the special magistrate or code enforcement board finds violations are intentional, and affect the health, safety, and welfare of surrounding properties and residents. A vacation rental permit may also be revoked if the special magistrate finds that the owner made material misrepresentations on the vacation rental permit application.

(e) During any period of suspension or revocation of a vacation rental permit, no advertisements for the vacation rental shall occur.

(f) The vacation rental owner shall not be entitled to any refund of the annual fee paid for the vacation rental permit for any portion of the unexpired term of a permit due to suspension or revocation of the permit.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~167. Complaints.

Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the community development department director or designee. The community development department director or designee shall promptly record such complaint, investigate, and take action thereon in accordance with this article and the Code of Ordinances of the City of Tamarac, Florida.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~168. Enforcement.

The city manager or designee shall enforce the provisions of this article as provided in chapter 1, section 1-13 of the Code of Ordinance of the City of Tamarac, Florida.

(Ord. No. O-2018-05, § 2, 5-9-18)

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

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CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions.

PASSED, FIRST READING this day of , 2023.

PASSED, SECOND READING this day of , 2023.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

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

RECORD OF COMMISSION VOTE: 2ND Reading
MAYOR GOMEZ _____
DIST 1: V/M BOLTON _____
DIST 2: COMM. WRIGHT _____
DIST 3: COMM. VILLALOBOS _____
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 _____ 2023.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: TO2521

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2521 - An Ordinance of the City commission of the City of Tamarac, Florida terminating the zoning in progress on new medical marijuana dispensary facilities by 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 prohibit medical marijuana dispensing facilities in all zoning districts by instituting a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11); providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Director of Community Development recommends that the City Commission amend 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 prohibit Medical Marijuana Dispensing Facilities in all Zoning districts by instituting a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11), on First Reading at its February 8, 2023 meeting and on Second Reading at its February 22, 2023 meeting.

BACKGROUND: In 2014, the Florida Legislature approved Senate Bill 1030, providing for the growing, processing, and distributing of specific forms of low-THC (non-euphoric) cannabis to qualified patients for the treatment of listed medical conditions, which is codified as Section 381.986, Florida Statutes (“Senate Bill 1030”). The Florida Department of Health adopted Chapter 64-4 of the Florida Administrative Code to implement Senate Bill 1030. In 2016, the Florida

Legislature approved House Bill 307, which amended Senate Bill 1030 and provided for the growing, processing, and distributing of specific forms of medical (euphoric) cannabis to qualified patients for the treatment of listed medical conditions, which became effective on March 25, 2016, and is codified at Sections 381.986 and 499.0295, Florida Statutes (“House Bill 307”). In November 2016, Florida voters voted to approve an amendment to the Florida Constitution to allow for broader medical use of marijuana (“Amendment 2").

Amendment 2 became effective on January 3, 2017 and on June 9, 2017, the Florida Legislature passed SB 8-A and SB 6-A, implementing Article X, Section 29 of the Florida Constitution. As a result of SB8-A which became effective July 1, 2017, local governments have the authority to decide whether to allow or ban Medical Marijuana Treatment Center Dispensing Facilities (Dispensing Facilities) which is the retail component of the operation, within their municipal boundaries. Specifically, the Bill provides that a county or a municipality may ban Dispensing Facilities from locating within the boundaries of that county or municipality but, absent a complete ban of Dispensing Facilities, a county or municipality may not otherwise restrict the number of Medical Marijuana Dispensing locations.

Moreover, 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. Additionally, Article VIII, Section 2(b) of the Florida Constitution; Chapter 166 Florida Statues (Municipal Home Rules Powers Act); Section 163.3161 Florida Statutes (Community Planning Act) and the Charter of the City empower and require the City to establish a Code of Ordinances and provide for its administration, enforcement, and amendment.

To that end, the City has undertaken a number of measures over the years to effectively regulate the use and provide adequate access for patients in need of medical marijuana treatment while ensuring the safety of the public at large. In September 2019, the City Commission of the City of Tamarac adopted new legislation, allowing Medical Marijuana Dispensaries to operate in the City of Tamarac consistent with the same regulations governing Pharmacies in accordance with Florida Statutes. The City’s most recent adopted ordinance permits Medical Marijuana Dispensary Facilities and Pharmacies as a Special Exception in two (2) zoning districts and as an incidental use in three (3) other

zoning districts.

To date, the City has approved four (4) Medical Marijuana Dispensaries, including the most recent location for Sunnyside Dispensaries, which was approved through the Special Exception process by the City Commission on December 14, 2022. In addition, the Community Development Department received an application for Special Exception consideration that has been noticed and will be heard by the Planning Board on February 1, 2023 and the City Commission on February 22, 2023. If the application is approved by the City Commission, the City will have five (5) Medical Marijuana Dispensaries within an area of 2 miles. Moreover, with five (5) Medical Marijuana Dispensaries located within its municipal borders, Tamarac would have the 2nd highest number of dispensaries in Broward County falling only behind the City of Deerfield Beach whose eight (8) dispensaries are now legal non-conforming uses due to an instituted ban.
The City of Tamarac has received an influx of applications for the development of Medical Marijuana Dispensaries. The development requests have resulted in the unintended clustering of the use within a small geographic area along the city's major corridors. Staff at the direction of the City Commission, previously prepared and presented an amendment to the City's Code to further prevent the clustering of Medical Marijuana Dispensaries and Pharmacies within the City by proposing an amendment to the Code to designate Medical Marijuana Dispensaries and Pharmacies as "Accessory Uses" incidental to retail and health care facilities in all zoning districts. The Text Amendment to the Code was presented to the Planning Board at its January 4, 2023 meeting and subsequently to the City Commission on January 11, 2023. At the meeting, Staff received feedback from the City Commission that the continued expansion of Medical Marijuana Dispensary uses could potentially pose a deleterious effect on other development within the City and that it is believed that Tamarac has reached sufficient capacity for the location of medical marijuana uses and directed staff to instead institute a Zoning in Progress to prohibit the submission and processing of additional applications for Medical Marijuana Dispensary uses.

As a result, the City Manager issued an Administrative Order on January 12, 2023 to implement Zoning in Progress as provided in Section 10-5.4(U) of the City's Code to prohibit the submission and acceptance of applications for administrative review, land development permits, and building permits for the use of land for new Medical

Marijuana Dispensaries within the City's municipal boundaries and staff has been directed to amend the Code to effectively ban Medical Marijuana Dispensary facilities within the City of Tamarac in accordance with Section 381.986(11), Florida Statutes.

ISSUE:

An amendment to the text of the City's Land Development Code is required to ban Medical Marijuana Dispensary uses within the City of Tamarac as allowed by Florida Statutes 381.986(11).

ATTACHMENTS:

1 - TO 2521- MMD Ban Memo Final MM-reviewed.doc
2_-_TO2521_-_Medical_Marijuana_Dispensary_Ban_LDC_Text_Amendment_Final.doc
Signed Administrative Order - Medical Marijuana Disp facilities 1-12-23.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM 23 02 002 M

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn,
City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: **February 1, 2023**

RE: **Ordinance Terminating the Zoning in Progress by 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 prohibit Medical Marijuana Dispensing Facilities in all zoning districts by instituting a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11). Ordinance No. 2521**

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission terminate the Zoning in Progress and approve a text amendment to 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 prohibit Medical Marijuana Dispensing Facilities in all zoning districts by instituting a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11**)**, on First Reading at its February 8, 2023 meeting and on Second Reading at its February 22, 2023 meeting.

ISSUE: An amendment to the text of the City's Land Development Code is required to ban Medical Marijuana Dispensary uses within the City of Tamarac as allowed by Florida Statutes 381.986(11).

BACKGROUND In 2014, the Florida Legislature approved Senate Bill 1030, providing for the growing, processing, and distributing of specific forms of low-THC (non-euphoric) cannabis to qualified patients for the treatment of listed medical conditions, which is codified as Section 381.986, Florida Statutes ("Senate Bill 1030"). The Florida Department of Health adopted Chapter 64-4 of the Florida Administrative Code to implement Senate Bill 1030. In 2016, the Florida Legislature approved House Bill 307, which amended Senate Bill 1030 and provided for the growing, processing, and distributing of specific forms of medical (euphoric) cannabis to qualified patients for the treatment of listed medical conditions, which became effective on March 25, 2016, and is codified at Sections 381.986 and 499.0295, Florida Statutes ("House Bill 307"). In November 2016, Florida voters voted to approve an amendment to the Florida Constitution to allow for broader medical use of marijuana ("Amendment 2").

Amendment 2 became effective on January 3, 2017, and on June 9, 2017, the Florida

Legislature passed SB 8-A and SB 6-A, implementing Article X, Section 29 of the Florida Constitution. As a result of SB8-A which became effective July 1, 2017, local governments have the authority to decide whether to allow or ban Medical Marijuana Treatment Center Dispensing Facilities (Dispensing Facilities) which is the retail component of the operation, within their municipal boundaries. Specifically, the Bill provides that a county or a municipality may ban Dispensing Facilities from locating within the boundaries of that county or municipality but, absent a complete ban of Dispensing Facilities, a county or municipality may not otherwise restrict the number of Medical Marijuana Dispensing locations.

Moreover, 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. Additionally, Article VIII, Section 2(b) of the Florida Constitution; Chapter 166 Florida Statues (Municipal Home Rules Powers Act); Section 163.3161 Florida Statutes (Community Planning Act) and the Charter of the City empower and require the City to establish a Code of Ordinances and provide for its administration, enforcement, and amendment.

To that end, the City has undertaken a number of measures over the years to effectively regulate the use and provide adequate access for patients in need of medical marijuana treatment while ensuring the safety of the public at large. In September 2019, the City Commission of the City of Tamarac adopted new legislation, allowing Medical Marijuana Dispensaries to operate in the City of Tamarac consistent with the same regulations governing Pharmacies in accordance with Florida Statutes. The City's most recent adopted ordinance permits Medical Marijuana Dispensary Facilities and Pharmacies as a Special Exception in two (2) zoning districts and as an incidental use in three (3) other zoning districts.

To date, the City has approved four (4) Medical Marijuana Dispensaries, including the most recent location for Sunnyside Dispensaries, which was approved through the Special Exception process by the City Commission on December 14, 2022. In addition, the Community Development Department received an application for Special Exception consideration that has been noticed and will be heard by the Planning Board on February 1, 2023, and the City Commission on February 8, 2023. If the application is approved by the City Commission, the City will have five (5) Medical Marijuana Dispensaries within an area of 2 miles. Moreover, with five (5) Medical Marijuana Dispensaries located within its municipal borders, Tamarac would have the 2nd highest number of dispensaries in Broward County falling only behind the City of Deerfield Beach whose eight (8) dispensaries are now legal non-conforming uses due to an instituted ban.

The City of Tamarac has received an influx of applications for the development of Medical Marijuana Dispensaries. The development requests have resulted in the unintended clustering of the use within a small geographic area along the city's major corridors. Staff at the direction of the City Commission, previously prepared and presented an amendment to the City's Code to further prevent the clustering of Medical Marijuana Dispensaries and Pharmacies within the City by proposing an amendment to the Code to designate Medical

Marijuana Dispensaries and Pharmacies as “Accessory Uses” incidental to retail and health care facilities in all zoning districts. The Text Amendment to the Code was presented to the Planning Board at its January 4, 2023 meeting and subsequently to the City Commission on January 11, 2023. At the meeting, Staff received feedback from the City Commission that the continued expansion of Medical Marijuana Dispensary uses could potentially pose a deleterious effect on other development within the City and that it is believed that Tamarac has reached sufficient capacity for the location of medical marijuana uses and directed staff to instead institute a Zoning in Progress to prohibit the submission and processing of additional applications for Medical Marijuana Dispensary uses.

As a result, the City Manager issued an Administrative Order on January 12, 2023 to implement Zoning in Progress as provided in Section 10-5.4(U) of the City's Code to prohibit the submission and acceptance of applications for administrative review, land development permits, and building permits for the use of land for new Medical Marijuana Dispensaries within the City’s municipal boundaries and staff has been directed to amend the Code to effectively ban Medical Marijuana Dispensary facilities within the City of Tamarac in accordance with Section 381.986(11), Florida Statutes .

ANALYSIS: The Community Development Department therefore proposes to Terminate the Zoning in Progress on Medical Marijuana Dispensary Facilities by amending Chapter 10, Article 3, of the City of Tamarac Code of Ordinances, entitled “Use Regulations”, amending Section 10-3.2, entitled “Table of Allowed Uses”, by specifically amending Table 10-3.1, entitled “Allowed Uses” instituting a ban to prohibit Medical Marijuana Dispensing Facilities in all zoning districts in the City of Tamarac, in accordance with Section 381.986(11), Florida Statutes **(see attached Temp. Ord. 2521).**

INTERVENING ACTION: At the February 1, 2023 Planning Board meeting, the Planning Board voted 6-0 to approve the Terminating of the Zoning in Progress to amend Chapter 10 to prohibit Medical Marijuana Dispensing Facilities in all zoning districts and institute a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11**).**

CONCLUSION: The Director of Community Development recommends that the Mayor and City Commission Terminate the Zoning in Progress and approve the text amendment to 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” instituting a ban to prohibit Medical Marijuana Dispensaries within the City of Tamarac City’s Code of Ordinances, at its February 8, 2023 meeting and on Second Reading at its February 22, 2023 meeting.

FISCAL IMPACT: There will be no direct budgetary impact.



_____

Maxine A. Calloway
Director of Community Development

Attachments: Temporary Ordinance No. TO 2521
Exhibit “A”: Administrative Order

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA TERMINATING THE ZONING IN PROGRESS ON NEW MEDICAL MARIJUANA DISPENSARY FACILITIES BY 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 PROHIBIT MEDICAL MARIJUANA DISPENSING FACILITIES IN ALL ZONING DISTRICTS BY INSTITUTING A BAN WITHIN THE BOUNDARIES OF THE CITY OF TAMARAC IN ACCORDANCE WITH FLORIDA STATUTES 381.986(11**)**; 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, grant local municipalities broad home rule authority to adopt ordinances to provide for health, safety, and welfare of the general public; and

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, Chapter 10 of the City of Tamarac Code of Ordinances; and

WHEREAS, on June 23, 2017, Governor Rick Scott signed Senate Bill 8-A, substantially amending Section 381.986, Florida Statutes, allowing municipalities to

either ban Medical Marijuana Dispensaries or regulate them in the same manner as Pharmacies; and

WHEREAS, in September 2019, the City Commission of the City of Tamarac adopted new legislation, amending the “Allowed Uses” table in Section 10-3.2 allowing Medical Marijuana Dispensaries to operate in the City of Tamarac consistent with the same regulations governing pharmacies in accordance with Florida Statutes; and

WHEREAS, the City has approved four (4) Medical Marijuana Dispensaries, within a 2-mile area along the City’s major corridors; and

WHEREAS, the City continues to receive inquiries regarding the development of additional Medical Marijuana Dispensary Facilities and is processing a fifth (5th) application for Special Exception approval of the use; and

WHEREAS, if five (5) Medical Marijuana Dispensaries are allowed to be located within its municipal borders, Tamarac would have the 2nd highest number of dispensaries in Broward County despite its smaller population and geographic size when compared to other local municipalities; and

WHEREAS, at the January 11, 2023 City Commission meeting, Staff received feedback from the City Commission that the continued expansion of Medical Marijuana Dispensary uses could potentially pose a deleterious effect on other development within the City and that it is believed that Tamarac has reached sufficient capacity for the location of Medical Marijuana uses and directed staff to institute Zoning in Progress on Medical Marijuana Dispensary uses; and

WHEREAS, the City has implemented Zoning in Progress for Medical Marijuana uses consistent with the City Manager’s Administrative Order which became effective

on January 12, 2023 and now desires to institute a ban on the establishment of new Medical Marijuana uses within the City in accordance with the authority provided under Section 381.986(11), Florida Statutes by prohibiting the use in every zoning district; and

WHEREAS, Staff is recommending that Section 10-3.2, Table 10-3.1 entitled "Allowed Uses" be amended to reflect the prohibition of "Medical Marijuana Dispensary Facility" in every zoning district effectively banning the development of any additional Medical Marijuana Dispensaries within the City of Tamarac; and

WHEREAS, Section 381.986(11), Florida Statutes provides that "a county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities (MMTC) from being located within the boundaries of that county or municipality"; and

WHEREAS, the City Commission, pursuant to the authority provided to the City in Section 381.986(11), Florida Statutes, desires to enact such a ban which will prohibit MMTCs from establishing dispensaries within the municipal limits of the City of Tamarac; and

WHEREAS, the City's adopted Comprehensive Plan, *Future Land Use Element*, Objective 1 requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions; and

WHEREAS, the continued and disproportionate distribution of Medical Marijuana uses within the City warrant a response to these changing conditions to prevent further proliferation of the use in a concentrated manner within the City of Tamarac; and

WHEREAS, the Director of Community Development recommends approval of the ordinance; and

WHEREAS, this item also supports the City's Strategic Plan, Goal #4 "Tamarac is Vibrant" by addressing the regulation of nonresidential uses and their impact on the surrounding community; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the business owners, residents, and visitors of the City of Tamarac to amend Chapter 10, Article 3, Section 10-3.2, entitled "Table of Allowed Uses" of the City's Code of Ordinances to prohibit medical marijuana dispensing facilities in all zoning districts by instituting a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11**)**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

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: Chapter 10, Article 3, Section 10-3.2 entitled "Table of Allowed Uses", of the City of Tamarac Land Development Code, specifically Table 10-3.1, is hereby amended 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**

(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.

(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 occupation 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

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					~~SE~~	~~A~~	~~A~~	~~SE~~	~~A~~						10-3.3(D)(15)
	Nursery															
	Pawn shop															
	Personal and household goods repair					P	P		P	P	P					10-3.3(D)(12)

****

SECTION 3: 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 4: It is the intention of the City Commission of the City of Tamarac, Florida that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this

Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article” or such other word or phrase in order to accomplish such intention.

SECTION 5: Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6: This Ordinance shall become effective upon adoption.

[INTENTIONALLY LEFT BLANK]

PASSED, FIRST READING this _____ day of _____, 2023.

PASSED, SECOND READING this _____day of _____, 2023.

_____
MICHELLE J. GOMEZ
MAYOR

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

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

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

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 _____ 2023.

CITY OF TAMARAC, FLORIDA

ADMINISTRATIVE ORDER

ORDER DECLARING ZONING IN PROGRESS AND INSTITUTING A SIXTY (60) DAY MORATORIUM ON THE SUBMISSION, PROCESSING, APPROVAL OR ISSUANCE OF ANY NEW BUSINESS TAX RECEIPTS, DEVELOPMENT ORDERS OR PERMITS FOR THE USE OF LAND FOR NEW MEDICAL MARIJUANA DISPENSARY FACILITIES IN THE CITY OF TAMARAC.

BACKGROUND

In 2014, the Florida Legislature approved Senate Bill 1030, providing for the growing, processing, and distributing of specific forms of low-THC (non-euphoric) cannabis to qualified patients for the treatment of listed medical conditions, which is codified as Section 381.986, Florida Statutes ("Senate Bill 1030"). The Florida Department of Health adopted Chapter 64-4 of the Florida Administrative Code to implement Senate Bill 1030. In 2016, the Florida Legislature approved House Bill 307, which amended Senate Bill 1030 and provided for the growing, processing, and distributing of specific forms of medical (euphoric) cannabis to qualified patients for the treatment of listed medical conditions, which became effective on March 25, 2016, and is codified at Sections 381.986 and 499.0295, Florida Statutes ("House Bill 307"). In November 2016, Florida voters voted to approve an amendment to the Florida Constitution to allow for broader medical use of marijuana ("Amendment 2").

Amendment 2 became effective on January 3, 2017. Section 381.986, Florida Statutes remains in effect and the Florida Department of Health ("DOH"), physicians, dispensing organizations, and patients are still bound by it. Following Amendment 2's effective date, the DOH issued promulgated rules which currently governs the implementation of the Amendment.

In September 2019, the City Commission of the City of Tamarac adopted new legislation, allowing Medical Marijuana Dispensaries to operate in the City of Tamarac consistent with the same regulations governing Pharmacies in accordance with Florida Statutes. Currently, Medical Marijuana Dispensary Facilities and Pharmacies are permitted as special exception in two (2) zoning districts and could be operated as an incidental use in three (3) other zoning districts. To date, the City has four (4) Marijuana Dispensaries in operation, which includes the most recent one (1) that was approved by the City Commission by special exception on December 14, 2022. In addition, the Community Development Department has a pending Application for Special Exception consideration that has been noticed and will be heard by the Planning Board on February 1, 2023 and the City Commission on February 22, 2023. If this application is approved by the City Commission, the City will have five (5) Medical Marijuana Dispensaries within an area of 2 miles.

In order to prevent the clustering and proliferation of Medical Marijuana Dispensary Facilities citywide, it is necessary to study the issue and develop a proposal to amend the Code in a way that may preclude permits and approvals of the use in certain locations in the City. Any authorization or approval of Medical Marijuana Dispensary use before the proposed amendment is decided may be detrimental to the public interest.

It is therefore necessary and, in the public's, best interest to study this use and create a long-term strategy that ensures adequate placement and access to such use and service is provided. The "zoning in progress" is intended to allow staff sufficient time to study the provision and location of this use to ensure that there is a balance between the existing residential uses and the projected demand for the location of Medical Marijuana Dispensaries, and to further assess the existing application process and placement criteria if appropriate as well as consider other options available for municipalities under Florida Statutes Chapter 381.986 .

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 and acceptance of applications for administrative review, land development permits, and building permits for the use of land for new Medical Marijuana Dispensaries within the City's municipal boundaries. All previously submitted applications pending at the time of the effective date of the Zoning in Progress is hereby exempt. Furthermore, the City Manager declares "Zoning in Progress" for a period of sixty (60) days from the date of this Administrative Order to allow Staff to study the provision and location of this use to ensure that there is a balance between the existing residential uses and the projected demand for the location of dispensaries located within the City of Tamarac; 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.

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 25, 2023 for review and adoption of a Resolution confirming this administrative order.

Effective date: January 12, 2023
Expiration date: March 12, 2023

Contact: Maxine Calloway, Director
Community Development Department
Planning and Zoning Division
(954) 597-3530

Kathleen Gunn, City Manager
City of Tamarac, Florida

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 22, 2023

SUBMITTED BY: Collette Tibby

ITEM TYPE: Board Order

AGENDA SECTION: **QUASI-JUDICIAL HEARING(S)**

TITLE: TBO69 - Board Order approving Special Exception application for Q19 Fashion House, LLC located at 3878-3884 W Commercial Blvd., Tamarac, FL 33009, to allow for the use of a modified one (1) story, three-thousand six-hundred and thirty-eight square feet (3,638 sq. ft.) leased space for a hall for hire within an existing plaza in the MU-C (Mixed-Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Special Exception to allow for the use of a modified one (1) story, three-thousand six-hundred and thirty-eight square feet (3,638 sq. ft.) leased space for a hall for hire within an existing plaza in the MU-C (Mixed-Use Corridor) zoning district to the City Commission at its February 22, 2023, meeting with conditions. (see attached Order Approving Special Exception – Temp Board Order No. 69).

BACKGROUND: The proposed hall for hire, commonly known as a “banquet hall” will be located at 3878-3884 W. Commercial Boulevard within the Gallery East commercial plaza. The Gallery East plaza contains primarily professional office uses and personal beauty care uses in individual suites, visible from the Commercial Boulevard Corridor. Constructed in 1975, the plaza encompasses approximately 27,000 square feet of commercial space and contains 110 parking spaces. The site is also accessible through multiple ingress/egress points along N.W. 38th Terrace and W. Commercial Boulevard.

The proposed banquet facility will occupy 3,638 square feet of leased commercial space. The Q19 Banquet Hall is currently on the first floor of a two-story suite on the eastern section of the plaza, in between 2 end caps. The 2 end caps on the first floor of the plaza are currently Sage Nail Care & Esthetics in 3876 and L&B Barbershop in 3886. The square

footage is the total sum of 4 out of 6 Bays that were previously leased by Hanger Prosthetics Orthotics, which operated in the same suites from 1998-2018.

Q19 is co-owned and operated by Shane Justin Straughter, fashion designer of the Shane Justin Collective. Mr. Straughter currently has 3 retail clothing stores; 1 located in Brooklyn, 1 located in Atlanta, and 1 located in Tamarac within the same plaza, and is looking to offer an experience outside of the current location for his demanding clientele. The Q19 Banquet Hall business model will primarily consist of weekend and evening events resulting in a very minimal impact on the existing daytime traffic and parking demand associated with other uses located in the plaza.

ISSUE:

William Dilley of Dilley Trial Law, PLLC, designated agent for the property owner, James & Marta Batmasian, is requesting the approval of a Special Exception to allow for the use of a Hall for Hire in the MU-C (Mixed-Use Corridor) zoning district, pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances (see attached Special Exception Justification Statement).

STRATEGIC GOALS:

Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

1 - SE Q19 MEMO - Updated MAC_MM.docx
2 - TBO 69 Updated MAC_MM.docx
3 - Q19 Special Exception Justification Letter.pdf
4 - Q19 Site Location Map.pdf
5 - Land Development Code Table 10-3_1 Allowed Uses.pdf
6 - Land Development Code Sec 10-6_2 Use Categories and Use Types Defined.pdf
7 - A-2 Demolition Plan.pdf
8 - A-3 Floor Plan.pdf
9 - A-4 Life Safety Plan.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 23-01-010M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn
City Manager

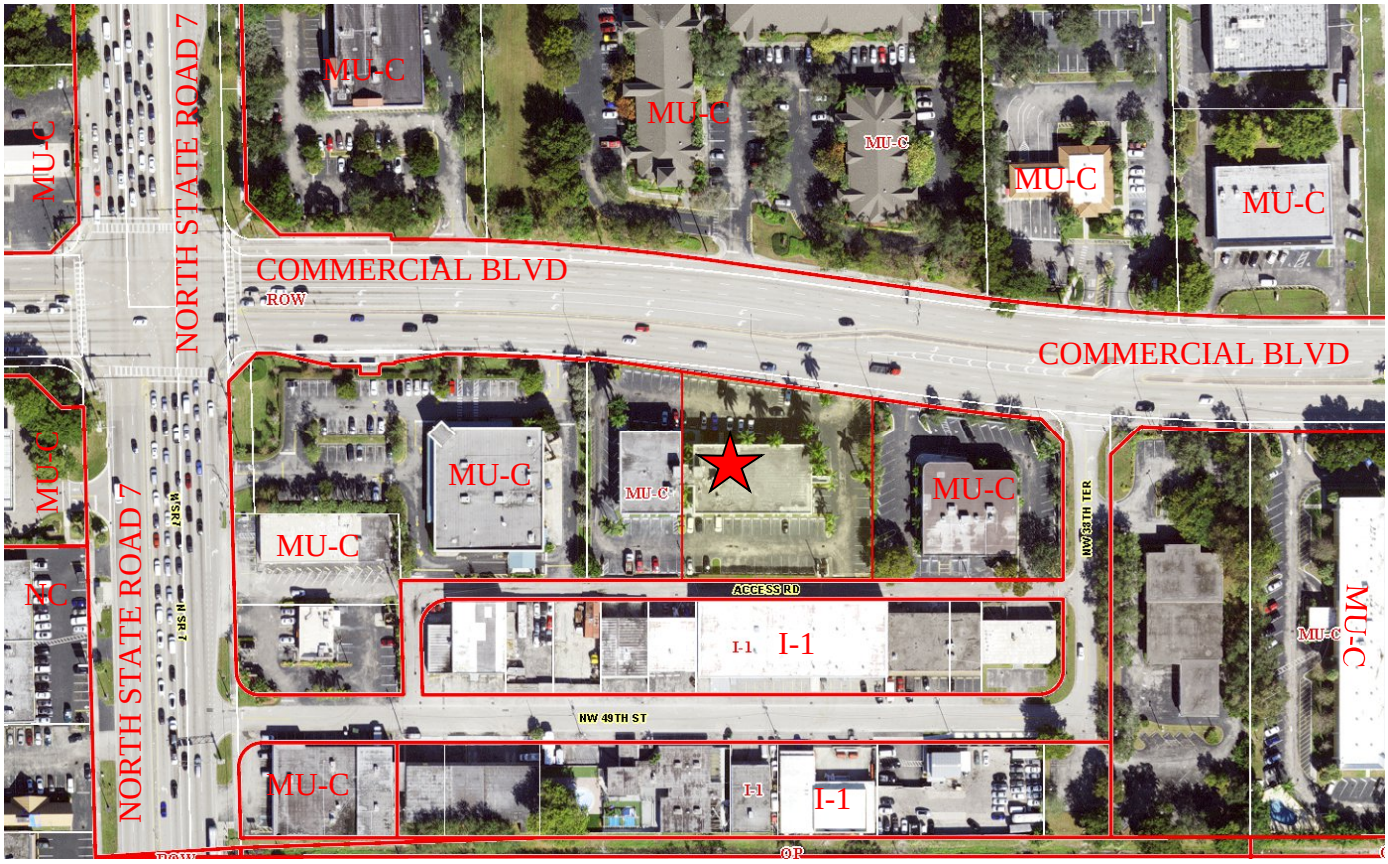
FROM: Maxine A. Calloway, Esq. AICP
Director of Community Development

DATE: February 8, 2023

RE: *Q19 Banquet Hall* – Special Exception – *Quasi-Judicial*
TEMP BOARD ORDER NO. 69**; CASE#:** 9-Z-22**; MF#:** 18-83

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Special Exception to allow for the use of a modified one (1) story, three-thousand six-hundred and thirty-eight square feet (3,638 sq. ft.) leased space for a *hall for hire* within an existing plaza in the MU-C (Mixed-Use Corridor) zoning district to the City Commission at its February 22, 2023, meeting with conditions. (see attached Order Approving Special Exception – Temp Board Order No. 69).

ISSUE: William Dilley of Dilley Trial Law, PLLC, designated agent for the property owner, James & Marta Batmasian, is requesting the approval of a Special Exception to allow for the use of a *Hall for Hire* in the MU-C (Mixed-Use Corridor) zoning district, pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances (see attached Special Exception Justification Statement).



Aerial Photograph

LOCATION: The subject property is located just east of W. Commercial Boulevard and North State Road 7 (see Aerial Photograph above and attached Location Map). The proposed use is located in an existing plaza, legally described as *TAMARAC BUSINESS CENTER SEC 2 61-50 B LOTS 3 & 4,LESS PTS THEREOF DESC IN PAR 22 OF CA 77-20383 FOR RD BLK 1*, or commonly known as *Gallery East Plaza*. The proposed *Q19 Banquet Hall* is currently addressed as 3878-3884 West Commercial Boulevard. The entire plaza is approximately 1.47 acres in size. The plaza is currently separated into 2 parcels, with one section totaling 0.95 acre in size and the other parcel totaling 0.52 acre in size. The subject property has a current City of Tamarac Future Land Use designation of "Commercial" and a zoning classification of MU-C (Mixed-Use Corridor).

Surrounding Land Use and Zoning:

North: MU-C (Mixed-Use Corridor) – R.O.W., then Extended Stay America Hotel
East: MU-C (Mixed-Use Corridor) – Legal-Eze Litigation Consulting & Graphics
West: MU-C (Mixed-Use Corridor) – Walgreens
South: I-1 (Light Industrial) – Yana Shiki USA, LLC

BACKGROUND: The proposed *hall for hire*, commonly known as a "*banquet hall*" will be located at 3878-3884 W. Commercial Boulevard within the Gallery East commercial plaza. The Gallery East plaza contains primarily professional office uses and personal beauty care uses in individual suites, visible from the Commercial Boulevard Corridor. Constructed in 1975, the plaza encompasses approximately 27,000 square feet of commercial space and contains 110 parking spaces. The site is also accessible through multiple ingress/egress points along N.W. 38th Terrace and W. Commercial Boulevard.

The proposed banquet facility will occupy 3,638 square feet of leased commercial space. The Q19 Banquet Hall is currently on the first floor of a two-story suite on the eastern section of the plaza, in between 2 end caps. The 2 end caps on the first floor of the plaza are currently Sage Nail Care & Esthetics in 3876 and L&B Barbershop in 3886. The square footage is the total sum of 4 out of 6 Bays that were previously leased by Hanger Prosthetics Orthotics, which operated in the same suites from 1998-2018.

Q19 is co-owned and operated by Shane Justin Straughter, fashion designer of the Shane Justin Collective. Mr. Straughter currently has 3 retail clothing stores; 1 located in Brooklyn, 1 located in Atlanta, and 1 located in Tamarac within the same plaza, and is looking to offer an experience outside of the current location for his demanding clientele. The Q19 Banquet Hall business model will primarily consist of weekend and evening events resulting in a very minimal impact on the existing daytime traffic and parking demand associated with other uses located in the plaza.

ANALYSIS: The applicant, Q19 Fashion House, LLC, is requesting approval of a Special Exception to allow for the operation of a *Hall for Hire* in the MU-C (Mixed-Use Corridor) zoning district. Per Section 10-3.2, Table of Allowed Uses, in the City's Land Development Code, *Hall for Hire* is a permitted use in the zoning district subject to Special Exception approval by the City Commission. The purpose of a special exception is to provide for certain uses which cannot be well adjusted to their environment in particular locations and to offer full protection to surrounding properties by rigid application of the district regulations, and due to the nature of the uses, the importance of their

relationship to the comprehensive plan and the possible impact on neighboring properties, to require the exercise of planning judgment on their location and site plan.

Per the City's Land Development Code, a *hall for hire* is classified as "*A facility or hall available for lease by private parties to accommodate private functions and is not open to the general public. The hall may or may not include kitchen facilities for the preparation of food. Private functions can include, but are not limited to, banquets, weddings, anniversaries, and other similar celebrations.*"

Per the City's Land Development Code, required parking for the use of a *hall for hire "banquet hall"* shall be calculated to allow 1 space for every 200 square feet of gross commercial area. According to the square footage provided by the applicant for the proposed use, a total of nineteen (19) parking spaces are required. The subject property has 110 parking spaces according the latest city parking data records and the addition of the use has been accounted for allowing for a surplus of parking onsite.

The applicant, *Q19 Banquet Hall*, is currently under contract to lease the subject property and desires to operate the *hall for hire "banquet hall"*, barring the outcome of the Special Exception public hearing. The tenant, *Q19 Banquet Hall*, is looking for the approval of the Special Exception, in order to perform major interior renovations to the subject property for its business, currently under Building Permit *BP20-4924*.

A standard review of the building permit will include use type, parking calculations, interior renovations and landscaping will be conducted by the City's Planning and Zoning Staff, in an effort to maintain the City's Code and visual appearance within the City. As architectural review is not required for this project, the staff review will confirm that all site and building design requirements are satisfied per the code.

The purpose of the Special Exception is to provide for individualized review of certain uses that due to their nature, relationship to the Comprehensive Plan, and potential adverse impacts on surrounding areas require special consideration of their location, design, and methods of operation, as well as the imposition of conditions to mitigate concerns, before they can be deemed appropriate in a zoning district and compatible with their surroundings. In this case, the proposed use of a *Hall for Hire* would be fitting to the surrounding area.

Section 10-5.4(G)(4), Code of Ordinances, identifies Special Exception review standards to be determined by the City Commission to consider the request. The Special Exception review standards and the responses to each standard, shall be demonstrated in compliance, as specified in the justification statement document:

Special Exception Review Standards

(a) The proposed development will be consistent with the Comprehensive Plan;

The proposed use of a *hall for hire* is consistent with the uses identified in the City's Land Development Code for Special Exception consideration within the MU-C (Mixed-Use Corridor) zoning district and therefore inherently consistent with the intent of the City's Comprehensive Plan. The proposed development is specifically consistent with Objective 1 within the City's Future Land Use Element which promotes the orderly growth of

development and ensure its strategic alignment with the City's economic development goals and initiatives.

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

The subject property is located in the MU-C (Mixed-Use Corridor) zoning district and the proposed *hall for hire* is allowed as a special exception within the MU-C (Mixed-Use Corridor) zoning district. The proposed development will be constructed in accordance with all development standards of the City's Code of Ordinances.

(c) The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;

The applicant desires to operate a *hall for hire* within an existing commercial space located on the subject property. The applicant has also proposed to make future modifications to the interior. City staff will continue to work with the applicant through the building permit review process to ensure the proposed location is compatible with the existing natural environment and surrounding community character.

(d) The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;

Per the City's Code, the MU-C (Mixed-Use Corridor) zoning district is intended to encourage the development of mixed-use activity centers along the City's primary transportation corridors and gateways. The district accommodates a mix of retail, office, and service, institutional, cultural/public, and entertainment developments that meet local and regional needs and are sensitively designed to reflect a positive image of the City. District regulations encourage pedestrian-scale retail development and provide opportunities for residents to walk to meet some of their daily service, entertainment, and open space needs. The applicant is proposing to operate a *hall for hire* as a service to patrons of the business. The applicant has been informed of the definitions and time restrictions for the operation in the zoning district and will further adhere to the City's design, building, and code compliance standards. As such the proposed use is desirable for public convenience, and not injurious or detrimental to the public health, safety, comfort, and welfare.

(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 previously mentioned, the applicant desires to operate a *hall for hire* within an existing commercial space. Additionally, the applicant does not propose to perform any work outside of the premise which would be considered injurious or classified as harmful to the surrounding area. The impact of the business operations would be minimal and pose no significant impact to the existing built environment. Most work to be done on the subject property, will be Interior Renovations. Thereby, minimizing any adverse effects on the 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 streets;

The applicant will be utilizing the existing structure, vacant leased bay, to operate the *hall for hire*. Staff has conducted the necessary parking analysis and ensured that there is adequate parking on site per the city's Land Development Code. The proposed use does not impact the existing vehicular traffic circulation pattern and does not require any roadway modifications. As such, the use will have minimal impact on the existing transportation network and possesses 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

(g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;

The proposed operation is located within an existing plaza that is mostly catered toward professional offices and personal beauty care, which both uses are, for the most part, operated during the day to early night. The subject property has adequate site area to provide for the proposed *hall for hire* in the leased space. The leased space will have a total gross floor area of 3,638 square feet and will require nineteen (19) parking spaces. The applicant has expressed, per the justification statement, that plans to expand the existing structure are not being considered at this time. As such, the site area is also sufficient as there is no reasonably anticipated expansion of the use.

(h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;

The applicant is aware that the approval of Special Exception shall only remain valid during the period of which the certificate of occupancy and business license 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

The applicant has acknowledged that in case the business is sold, the special exception can only be transferable pursuant to compliance with city codes and submitting proper documentation as well as all payment of fees.

(j) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

The applicant has agreed that any pre-existing violations will be addressed prior to the business receiving a Certificate of Occupancy.

It is the opinion of the Director of Community Development that the review standards for special exception, as outlined in Section 10-5.4(G)(4), Code of Ordinances, have been satisfied. The Director of Community Development supports the petition based upon the above analyses of the application.

CONCLUSION: This item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Economically Resilient." The applicant proposes to provide tenant improvements to occupy an otherwise vacant commercial space to operate a new *hall for hire*. Thereby, creating an opportunity to attract new business to the City and further its economic development initiatives.

As such, the Director of Community Development recommends that the Mayor and City Commission approve the Special Exception to allow for the use of a modified one (1) story, three-thousand six-hundred and thirty-eight square feet (3,638 sq. ft.) leased space for a *hall for hire* within an existing plaza in the MU-C (Mixed-Use Corridor) zoning district to the City Commission at its February 22, 2023, meeting with the following conditions:

1. *No alcohol shall be served on the premises without obtaining the appropriate license(s) from the State of Florida licensing authority.*
2. *Once an alcoholic beverage license is obtained, the facility shall not serve alcoholic beverages between the hours of 2:00 a.m. and 8:00 a.m.*
3. *The facility shall not actively operate or host any functions between the hours of 2:00 a.m. and 6:00 a.m.*
4. *No Food Trucks Permitted to Operate on the Site without a Valid Food Truck Permit.*
5. *No parking of vehicles is permitted within the Alleyway behind the business.*
6. *No business can be conducted from the property without a valid Business Tax Receipt.*
7. *All events associated with the Hall for Hire are to be conducted within the interior of the business and no portion of the event is to be conducted within the Parking lot.*
8. *Approval of the special exception shall only remain valid during the period in which the certificate of occupancy and business license remain active.*
9. *Approval of the special exception is contingent upon approval and completion of the Building Permit for Interior Renovations and Safety, BP20-4924, through the Building Department.*
10. *Applicant agrees that any transfer of Special Exception including all associated conditions will be acknowledged by the new owner in writing.*

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: At its February 1, 2023, meeting, the Planning Board voted 6-0 to forward a favorable recommendation of approval to the Mayor and City Commission for the Special Exception to allow for the use of a *Hall for Hire* in the MU-C (Mixed-Use Corridor) zoning district, pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances at its February 22,

2023, meeting with the aforementioned conditions of approval.



Maxine A. Calloway,
Director of Community Development

Attachments:
Temp Board Order No. 69
Justification Statement (*9-Z-22 / Special Exception*)
Site Location Map
Land Development Code, Table 10-3.1: Allowed Uses
Land Development Code, Table 10-6.2: Use Categories and Use Types Define
A-2 Demolition Plan
A-3 Floor Plan
A-4 Life Safety Plan

MAC/MM/CTW

Prepared by and Return to:
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

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Space Above This Line for Recording

FINAL ORDER FOR DEVELOPMENT PERMIT

BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO – 2023 – _____

HEARING DATE: February 22, 2023
CASE NO. 9-Z-22

IN RE:	The Application of:	Q19 Banquet Hall
	Location:	3878-3884 West Commercial Boulevard, Tamarac, Florida 33309
Property Folio Identification Number:		4942-18-03-0030
Property Legal Description:		TAMARAC BUSINESS CENTER SEC 2 61-50 B LOTS 3 & 4, LESS PTS THEREOF DESC IN PAR 22 OF CA 77-20383 FOR RD BLK 1

ORDER APPROVING SPECIAL EXCEPTION

Order granting Special Exception approval for Q19 Banquet Hall, to allow for the use of a modified one (1) story, three-thousand six-hundred and thirty-eight square feet (3,638 sq. ft.) leased space for a hall for hire within an existing plaza in the MU-C (Mixed-Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances.

William Dilley of Dilley Trial Law, PLLC, designated agent for the property owner, James & Marta Batmasian (the "Applicant") is requesting approval of a Special Exception to allow for the use of a *hall for hire, commonly known as a banquet hall,* at the subject property, legally described as TAMARAC BUSINESS CENTER SEC 2 61-50 B LOTS 3 & 4, LESS PTS THEREOF DESC IN PAR 22 OF CA 77-20383 FOR RD BLK 1, located at 3878-3884 West Commercial Boulevard, Tamarac, Florida ("Property").

Notice of the request for Special Exception approval 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 MU-C (Mixed-Use Corridor) 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 **February 1, 2023**, and recommend to the City Commission, **APPROVAL OF THE APPLICATION WITH CONDITIONS.**

Following consideration of all testimony and evidence presented at the City Commission hearing on **February 22, 2023**, and pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, the City Commission finds as follows:

1. That the proposed development will be consistent with the Comprehensive Plan.

2. That the proposed development will comply with applicable district, use, and development standards in the City of Tamarac Code of Ordinances.

3. That the proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood.

4. That the proposed development will be desirable for public convenience and is/is not injurious or otherwise detrimental to the public health, safety, comfort, and welfare.

5. That the proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable.

6. That 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.

7. That the site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use.

8. That the Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active.

9. That the Special Exception is transferable administratively subject to compliance with City Codes, all conditions of approval set forth herein (if any), and the submission of documentation and payment of all fees (if any).

10. Any pre-existing code violations shall be brought into compliance and any accrued liens shall be satisfied 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) and (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 the use of a *hall for hire* in the MU-C (Mixed-Use Corridor) zoning district located at 3878-3884 West Commercial Boulevard, is hereby **GRANTED** subject to the following conditions:

1. *No alcohol shall be served on the premises without obtaining the appropriate license(s) from the State of Florida licensing authority.*
2. *Once an alcoholic beverage license is obtained, the facility shall not serve alcoholic beverages between the hours of 2:00 a.m. and 8:00 a.m.*
3. *The facility shall not actively operate or host any functions between the hours of 2:00 a.m. and 6:00 a.m.*
4. *No Food Trucks Permitted to Operate on the Site without a Valid Food Truck Permit.*
5. *No parking of vehicles is permitted within the Alleyway behind the business.*
6. *No business can be conducted from the property without a valid Business Tax Receipt.*
7. *All events associated with the Hall for Hire are to be conducted within the interior of the business and no portion of the event is to be conducted within the Parking lot.*
8. *Approval of the special exception shall only remain valid during the period in which the certificate of occupancy and business license remain active.*
9. *Approval of the special exception is contingent upon approval and completion of the Building Permit for Interior Renovations and Safety, BP20-4924, through the Building Department.*
10. *Applicant agrees that any transfer of Special Exception including all associated conditions will be acknowledged by the new owner in writing.*

This document shall be recorded in the public records of Broward, County, Florida.

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DONE and ORDERED this _____ day of _____, 2023, 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 _____, 2023.

_____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

This Board Order was filed in the Office of the City Clerk on this ___ day of _____ 202_.

November 8, 2022

City of Tamarac
Community Development Department
7525 NW 88th Ave., Room 205
Tamarac, FL 33321

RE: Special Exception Application – Q19 Banquet Hall
3878-3884 W Commercial Blvd., Tamarac, FL 33009

Please consider this correspondence the required Justification Letter in support of the application of Q19 Fashion House, LLC d/b/a Q19 Banquet Hall ("Q19") for a Special Exception pursuant to the City of Tamarac Land Development Code ("the Code"), to permit the use in the Mixed-Used Corridor Zoning District at 3878-3884 W Commercial Blvd., Tamarac, FL 33009 of a Banquet Hall. As this use meets the definition of Hall for Hire set forth in Section 10-6.2(B)(1)(c) of the Code, a Special Exception is required for this proposed use.

The business concept for Q19 is a modern and upscale banquet hall that provides the surrounding community a unique and attractive space to hold events such as: wedding receptions, anniversary and birthday celebrations, repast, networking events, fundraisers, and other private events.

Q19 is the vision of Shane Straughter, fashion designer and owner of Shane Justin Collection, a high-end fashion house located within the same plaza as the proposed use, and Bruce Leger, master barber and owner of L&B Barber Shop, also located within the same plaza as the proposed use. Their shared vision is to bring an upscale and modern banquet hall to the residents of the City of Tamarac.

Pursuant to Code Section 10-5.4(G)(4) Q19'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.

Q19's approval is consistent with the Future Land Use Element of the Comprehensive Plan, and has no negative effect on, nor is it violative of any of the goals and policies comprising the remaining elements of the Comprehensive Plan. Further, Q19's approval is consistent with the City's Economic Development Plan Goals & Objectives to support small business development and create a business environment that attracts entrepreneurs and new investment in the City.

b.) The proposed development will comply with applicable zoning district, use, and development standards of the Code.

The inclusion of Q19 at this site is consistent with the purpose of a Mixed-Use Corridor district; which is "intended to encourage the development of mixed-use activity centers along the City's

primary transportation corridors and gateways…. The district accommodates a mix of retail, office, and service, institutional, cultural/public, ad entertainment developments that meet local and regional needs and are sensitively designed to reflect a positive image of the City…." There is no event space in the City which provides the elevated experience Q19 will provide; the proposed use of a Hall for Hire in a Mixed-Use Corridor Zoning District will meet a need for residents of the City that cannot be found without traveling to other municipalities within the local area.

c.) The proposed development will be compatible with the existing natural environment and community character of properties within the immediate neighborhood.

As stated in the Comprehensive Plan, Tamarac is a diverse community. As the population of the area around the site has grown by 20% in the past ten years, it has also only grown more diverse. Growth in numbers and diversity of the consumer base creates opportunities for more diverse experiences to offer those consumers. Residents of the City and surrounding municipalities will be given the unique opportunity to hold their private events at a venue that rivals those found in major urban centers without any discernible effect on the community character.

d.) The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare.

Q19 takes very seriously the safety of the public. All appropriate measures will be taken to ensure that those booking events at Q19 and their invited attendees are provided a safe environment, which will in turn ensure the safety and welfare of the surrounding 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.

Q19 desires to operate its banquet hall in an existing commercial space. There is no proposed work taking place outside of the premises which could be considered injurious or classified as harmful to the surrounding community. Further, Q19 has nearly finished its permitted interior renovations, so forthcoming negative impacts, if any, due to ongoing construction will be minimal. Due to the hours of operation (evenings and weekends) not overlapping with other businesses at the site location, negative effects on those businesses or their patrons will be negligible.

f.) The proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and throughout the site that minimizes traffic congestion in the public streets.

The site in which Q19 is located sits directly on W Commercial Blvd., just East of the intersection of Commercial Blvd. and US-441. The site contains over 150 parking spaces. Pursuant to Code Section 10-4.1, Q19 will require 19 parking spaces. Considering the wide variety of business that operate in this site, including offices and retail, the parking demands of the site will be well staggered, and Q19 will have no negative impact on pedestrian nor vehicular traffic flow.

g.) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use.

This use will not create any objectionable characteristics greater than the uses expressly permitted as a right in the same zoning district, and is consistent with the character of uses already present within the site area. Q19 does not anticipate any expansion that would deem the site area less than sufficient, appropriate, or adequate.

h.) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active.

Q19 will ensure compliance with all City requirements in order to maintain validity of the requested Special Exception.

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.

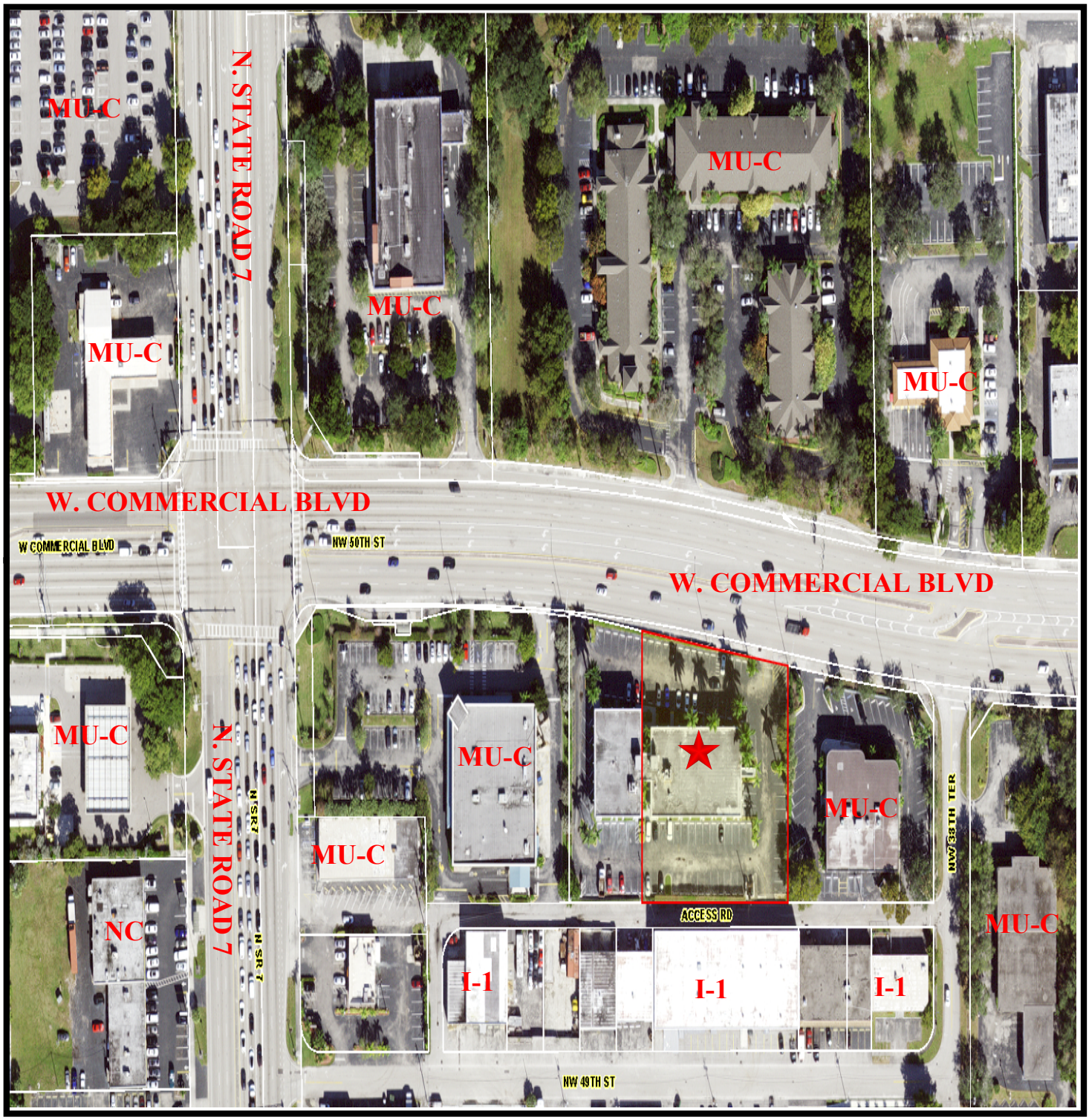
Q19 will ensure compliance with all City requirements prior to requesting transfer of the requested Special Exception.

j.) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

Q19 will ensure that any pre-existing violations, if any, will be addressed prior to the business receiving a Certificate of Occupancy.

In conclusion, Q19 respectfully requests that the Planning Board approve its application for a Special Exception and find that the proposed use is appropriate in the Mixed-Use Corridor zoning district and compatible with the surrounding community.

Q19 BANQUET HALL
Special Exception (SE)
Case No. 9-Z-22



Subject Property ★

TAMARAC
The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

Table 10-3.1: Allowed Uses

P = Permitted SE= Special Exception Blank cell = Prohibited

A = Accessory T= Temporary

Use Category	Use Type	Residential				Mixed-Use and Nonresidential							Special Purpose			Use Stds
		RE	R1	R2	R3	MUN	MUC	MUG	NC	BP	I1	I2	PF	RC	SU	
RESIDENTIAL																
Household Living	Dwelling, live/work					P	P	P	P		P					10-3.3(B)(4)
	Dwelling, manufactured home		P	P	P											10-3.3(B)(5)
	Dwelling, multi-family				P	P	P	P								10-3.3(B)(5)(h)
	Dwelling, single-family	P	P	P	P											
	Dwelling, two-family			P	P											10-3.3(B)(7)

Community and Cultural Facilities	Club or lodge, private					P	P	P	P				P	P		
	Country club													SE		10-3.3(C)(7)
	Hall for hire					SE	SE	SE								
	Library, art gallery, or museum					P	P	P	P				P	P		10-3.3(C)(9)
	Municipal facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(C)(10)
	Religious assembly				P	P	P	P					P			10-3.3(C)(3)
	Stadium or arena						SE						SE	SE		
Day Care Facilities	Adult day care center				P	P	P	P	P							10-3.3(C)(1)
	Child care facility				SE	SE	SE	SE	SE							10-3.3(C)(4)

and/or board members. This definition includes uses such as fraternal lodge; and singing society. This definition shall not include residential facilities or social membership clubs.

(b) **Country Club.** An establishment associated with a golf course that is intended as a place of social and recreational gatherings for members of a club which may include accessory uses such as restaurants, bar, hotel, and retail uses related to the golfing industry.

(c) **Hall for Hire.** A facility or hall available for lease by private parties to accommodate private functions, and is not open to the general public. The hall may or may not include kitchen facilities for the preparation of food. Private functions can include, but are not limited to, banquets, weddings, anniversaries, and other similar celebrations.

(d) **Library, Art Gallery, or Museum.** Facilities containing collections of books, manuscripts, and similar materials for study and reading, or exhibiting works of art or objects in one or more of the arts and sciences.

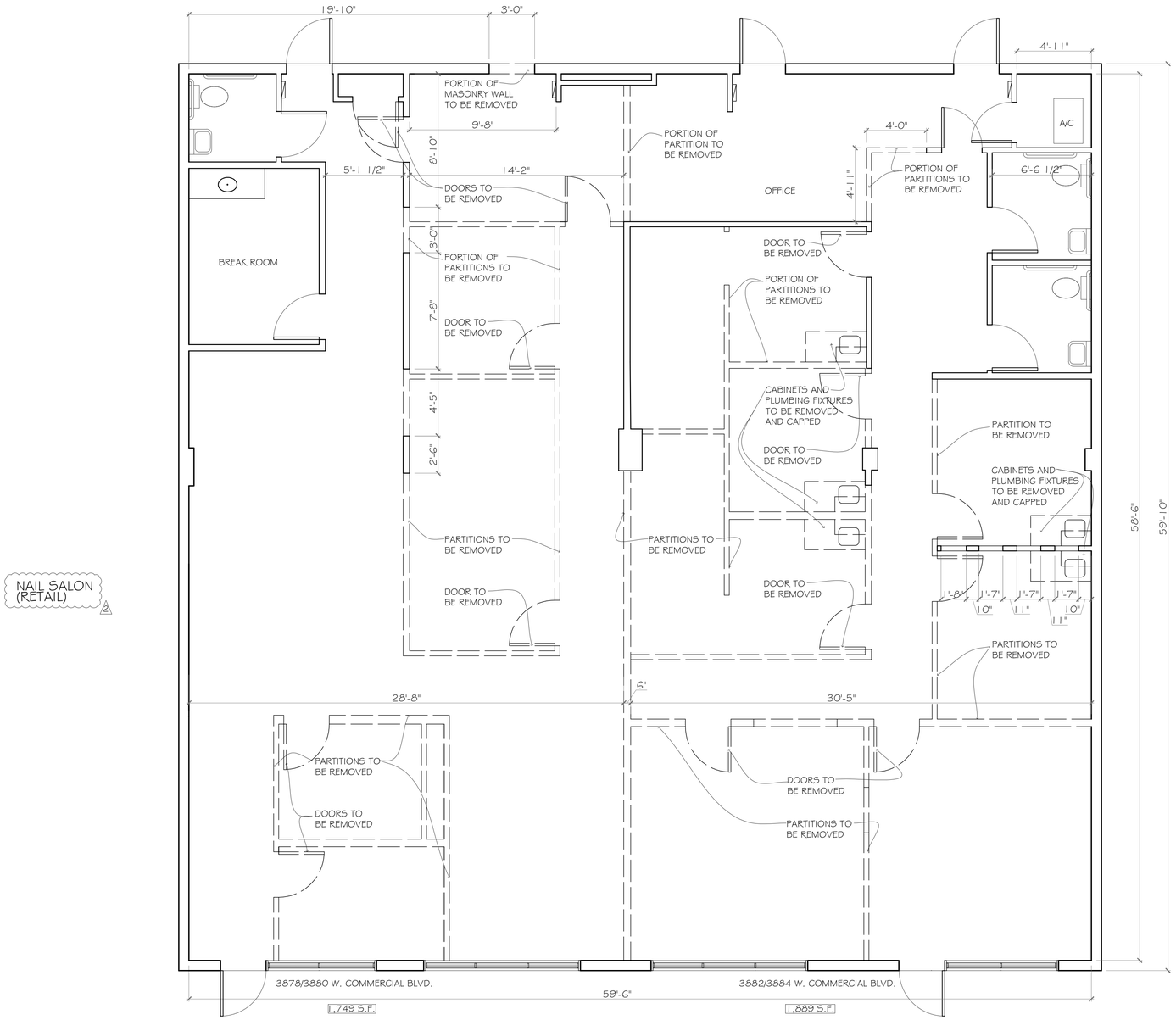
(e) **Municipal Facilities.** Municipal Facility uses include buildings, structures, or facilities owned, operated, or occupied by a governmental agency to provide a service to the public.

(f) **Religious Assembly.** A structure or group of structures that is intended for regular gatherings of people to attend, participate in, or conduct religious services and other related activities and associated accessory uses. Accessory uses may include Sunday School and caretaker's quarters.

(g) **Stadium or Arena.** Facilities containing stands that draw large numbers of people to specific events primarily of a sporting variety, or shows. Activities are generally of a spectator nature, although participatory events can also be classified as stadium uses. Accessory uses may include concessions, restaurants, retail, and offices.

(2) **Day Care Facilities.** Establishments that provide care for individuals on a regular basis away from their primary residence. Accessory uses include offices, recreation areas, and parking. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises.

(a) **Adult Day Care Center.** An adult day care center is any building(s) or part(s) of a building that provides basic non-medical services for part of a day to three or more persons who require such services, are 18 years of age or older, and are unrelated by blood or marriage to the owner or operator. Basic services include providing a protective setting that is as noninstitutional as practicable, therapeutic programs of social and health activities and services, leisure activities, self-care training, rest, nutritional services, and respite care. Accessory uses include recreational facilities, food preparation and eating areas, and offices.



NAIL SALON (RETAIL) 2

BARBAR SHOP (RETAIL) 2

DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

Michael A Fine

Digitally signed by Michael A Fine
Date: 2021.03.18 14:51:48 -04'00'

1 CODE IN EFFECT IS FLORIDA BUILDING CODE (FBC) 2020 7TH EDITION, FBC ACCESSIBILITY 2020, 7TH EDITION, FBCEB (EXISTING) 2020 CHAPTER 5, 6TH EDITION OF FFPC, AND BROWARD COUNTY AMENDMENTS.

MICHAEL ALAN FINE ARCHITECT P.A.
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MIAMI, FL 33162
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TEL. NO. (305) 490-5466

Q19 FASHION HOUSE
ACCESSORIES
3884 W. COMMERCIAL BOULEVARD
FT. LAUDERDALE, FL. 33309
(954) 537-6835

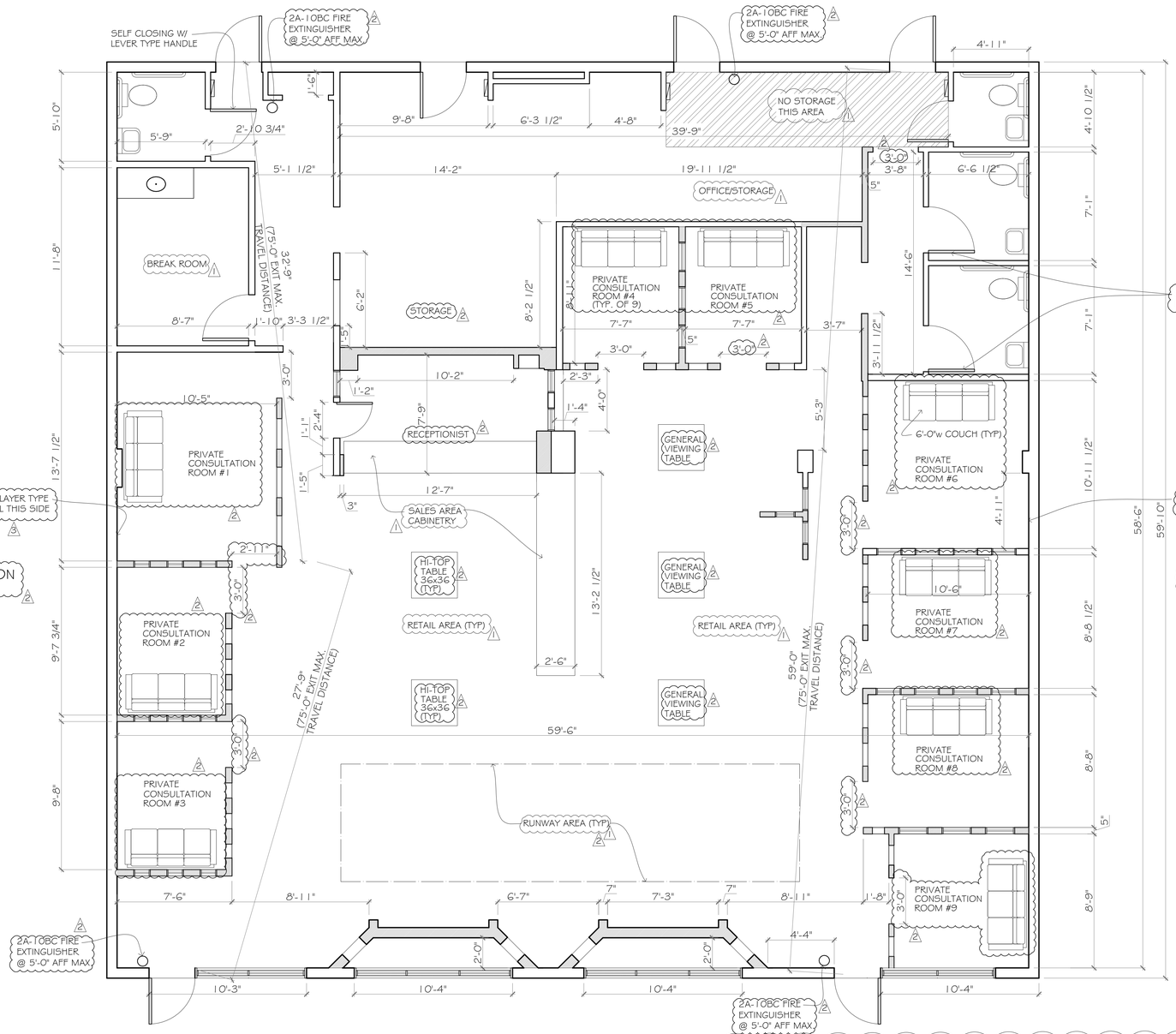
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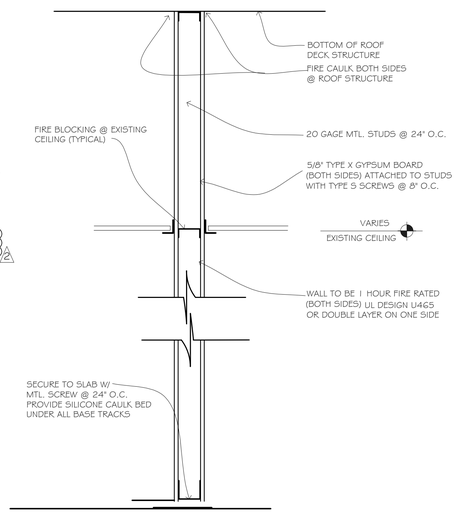
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2 02/11/2022 - V.P.

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A-2





TYPICAL DEMISING FIRE RATED WALL UL U 465

SCALE: 1"= 1'-0"

1. FLOOR AND CEILING RUNNER- 20 MSG (MIN) MTL. 1" HIGH, RETURN LEGS 3 5/8" WIDE (MIN), ATTACHED TO FLOOR AND CEILING WITH FASTENERS 24" O.C.
2. MTL. STUDS 3 5/8" WIDE (MIN) OR 5 5/8" WIDE, 1 5/16" LEGS, 3/8" IN RETURN, FORMED ON 20 MSG (MIN) MTL. MAX. STUD SPACING 24" O.C.
3. JOINT TYPE AND COMPOUND- VINYL, DRY OR PREMIXED JOINT COMPOUND, APPLIED IN TWO COATS TO JOINTS AND SCREW HEADS +/- PAPER TAPE, 2" WIDE, EMBEDDED IN FIRST LAYER OF COMPOUND OVER ALL JOINTS. AS AN ALTERNATE, NORMAL 3/32" THICK GYPSUM VENEER PLASTER MAY BE APPLIED TO THE ENTIRE SURFACE OF CLASSIFIED VENEER BASEBOARD. JOINTS REINFORCED, BEARING THE UL CLASSIFICATION MAKING.

PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

3,638 S.F.

PRIMARY FUNCTION/USE: ASSEMBLY

HOURS OF OPERATION: 11:00AM TO 10:00PM

CAPACITY: APPROXIMATELY 50 PEOPLE

SCOPE OF WORK:
- INTERIOR FINISHES (PAINTING AND FIXTURES)
- REMOVE PORTION OF NON-LOAD BEARING PARTITION WALLS AND DOORS AS SHOWN ON DEMOLITION PLAN.
- COMBINE TWO SEPARATE BAYS
- PROVIDE HI-TOP TABLES AND COUCHES
- ELECTRICAL TO BE REMOVED ON REMOVED WALLS AND LIGHTING TO BE ADJUSTED.
- NO PLUMBING AND NO MECHANICAL WORK THIS PROJECT.

NO ALCOHOL TO BE SERVED UNDER THIS PERMIT.

NOTE: EXISTING VACANT SPACE CONSISTED OF TWO SEPARATE BAYS SCOPE OF WORK INCLUDES COMBINING TWO BAYS.

CODE IN EFFECT IS FLORIDA BUILDING CODE (FBC) 2020 7TH EDITION, FBC ACCESSIBILITY 2020, 7TH EDITION, FBCEB (EXISTING) 2020 CHAPTER 5, 6TH EDITION OF FFPC, AND BROWARD COUNTY AMENDMENTS.

Michael A Fine
Digitally signed by Michael A Fine
Date: 2021.06.11 14:49:15 -04'00'

MICHAEL ALAN FINE ARCHITECT P.A.
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17419 NORTHEAST MIAMI COURT #505
MIAMI, FL 33132
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Q19 FASHION HOUSE
Retail Store and Fashion Display
3884 Sheridan Street
HOLLYWOOD, FLORIDA 33021
ARCHITECT: MICHAEL ALAN FINE
AA26001628 (954) 357-6835

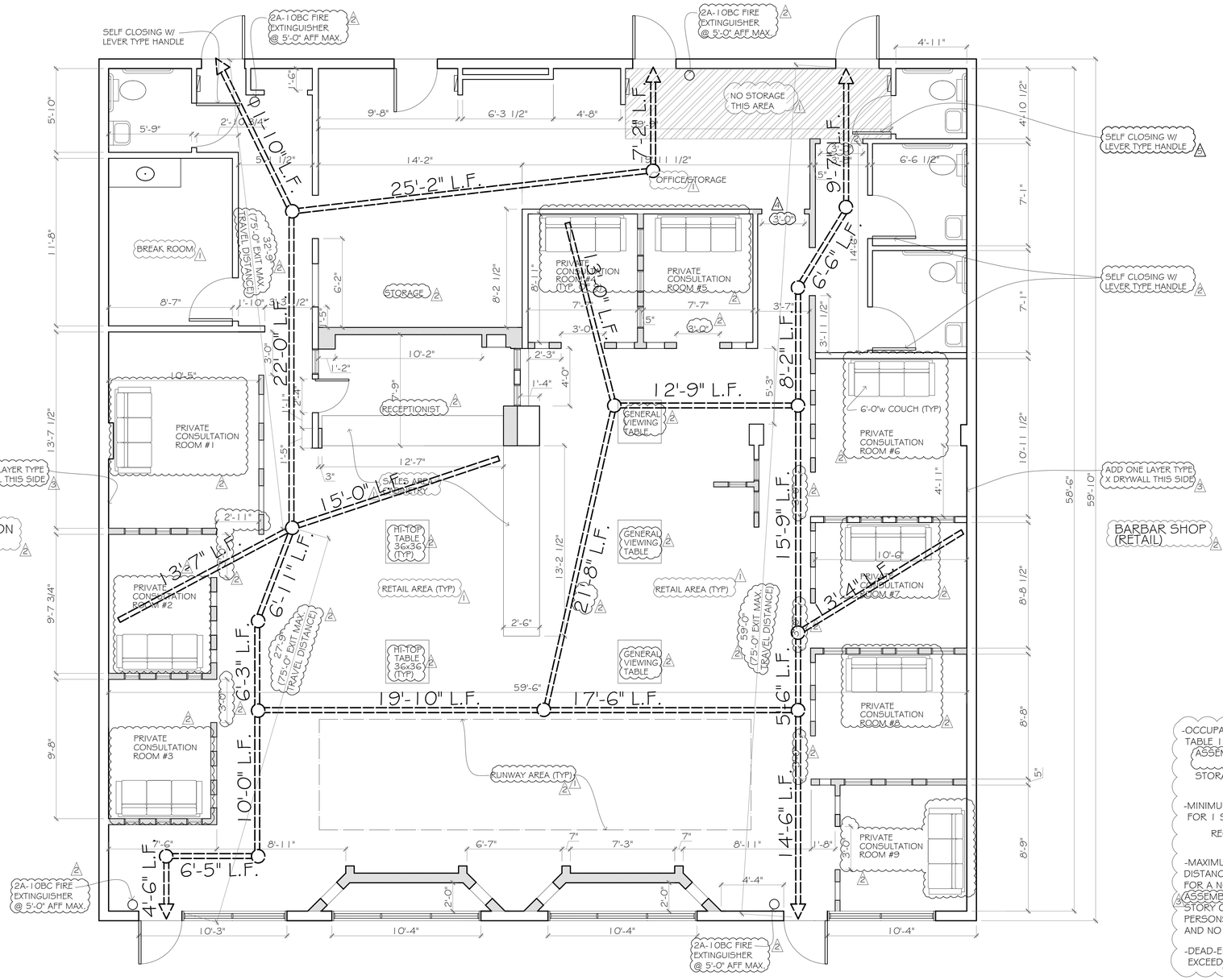
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revisions:
1 05/27/2021 - V.P.
2 01/13/2021 - V.P.
3 03/16/2021 - V.P.

sheet: A-3



-OCCUPANCY LOAD FACTOR PER FBC 2020 TABLE 1004.5 FOR FUNCTION OF SPACE
ASSEMBLY (3,138 S.F) = 15 GROSS MAX. FLOOR AREA PER OCCUPANT. = 209.2
STORAGE (500 S.F.) = 300 GROSS MAX. FLOOR AREA PER OCCUPANT. = 1.66

-MINIMUM EXITS PER FBC 2020 TABLE 1006.3.2 FOR 1 STORY BUILDING WITH OCCUPANT LOAD 1-500

REQUIRED EXITS	PROVIDED EXITS
2	6

-MAXIMUM COMMON PATH OF EGRESS TRAVEL DISTANCE PER FBC 2020 TABLE 1006.2.1 & 1006.3.2 (2) FOR A NON SPRINKLERED BUILDING WITH ONE EXIT, ASSEMBLY OCCUPANCY, AND MAX OCCUPANT LOAD PER STORY OF 49, AND OCCUPANT LOAD OF 30 OR MORE PERSONS ALLOWS 75'-0" TRAVEL DISTANCE. 6 EXITS PROVIDED AND NO MORE THAN 75'-0" MAXIMUM PATH OF EGRESS TRAVEL

-DEAD-END CORRIDORS IN ANY WORK AREA SHALL NOT EXCEED 20'-0" PER NFPA 101 13.2.5.1.3.

NOTE: REQUIRED TO HAVE ONE CERTIFIED CROWD MANAGER ON SITE AT ALL TIMES WHILE OPEN PER NFPA 101 13.7.6.1

NOTE: EMERGENCY ACTION PLAN WILL BE SUBMITTED IN ACCORDANCE WITH NFPA 101 SECTION 4.8 UPON FINAL INSPECTION PER NFPA 101 13.7.13.1

NOTE: TOTAL OCCUPANT LOAD WILL BE POSTED IN A CONSPICUOUS PLACE NEAR THE FRONT ENTRANCE.

NOTE: THIS PERMIT IS A CHANGE OF USE AND A CHANGE OF OCCUPANCY.

MEANS OF EGRESS PLAN

SCALE: 1/4" = 1'-0"

3,638 S.F.

Michael A Fine
Digitally signed by Michael A Fine
Date: 2021.09.22 16:46:29 -04'00'

STATE OF FLORIDA — MICHAEL ALAN FINE — AR0011631 — REGISTERED ARCHITECT

CODE IN EFFECT IS FLORIDA BUILDING CODE (FBC) 2020 7TH EDITION, FBC ACCESSIBILITY 2020, 7TH EDITION, FBCEB (EXISTING) 2020 CHAPTER 5, 6TH EDITION OF FFPC, AND BROWARD COUNTY AMENDMENTS.

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Q18 FASHION HOUSE
3864 SOUTH DIXIE HIGHWAY
ADDRESS: 3864 SOUTH DIXIE HIGHWAY
ALTAMONTE SPRINGS, FL. 32701
ARCHITECT: MICHAEL ALAN FINE
AR0011631 (407) 337-2635

title:

seal:

owner:

revisions:
1 09/19/2021 - V.F.
2 07/23/2021 - V.F.
3 05/27/2021 - V.F.
4 03/11/2021 - V.F.
5 02/14/2021 - V.F.

sheet: A-4

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 22, 2023
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Board Order
AGENDA SECTION:	**QUASI-JUDICIAL HEARING(S)**
TITLE:	TBO68 - Order denying/approving Special Exception application for AYR Cannabis Dispensary located at 5100 West Commercial Boulevard, Suites 13 & 14, Tamarac, Florida 33319, for the use of a modified one (1) story, two-thousand six-hundred and eighty-five square feet (2,685 sq.ft.) leased space for a Medical Marijuana Dispensary within an existing plaza in the NC (Neighborhood Commercial) zoning district, pursuant to the Tamarac Code of Ordinances.
RECOMMENDATION:	The Director of Community Development recommends that the Mayor and City Commission deny the Special Exception application for the use of a modified one (1) story, two-thousand six-hundred and eighty-five square feet (2,685 sq. ft.) leased space for a Medical Marijuana Dispensary within an existing plaza in the NC (Neighborhood Commercial) zoning district to the City Commission at its February 22, 2023, meeting. (see attached Order Denying Special Exception – Temp Board Order No. 68).
BACKGROUND:	The subject property, currently known as Sabal Palm Plaza, was constructed in 1974 after the approval of a Site Plan review. The plaza was originally built as a one (1) story building that provided sixteen (16) commercial bays for lease. The current use of the property is still consistent with the original idea for the property, which was designed as a typical commercial retail plaza. Originally approved with the address 5100 W. Commercial Boulevard, the property was zoned B-1 (Neighborhood Business) under the City's previous Land Development Code. Pursuant to the City-wide rezoning and revised Land Development Code adoption by the City Commission on July 12, 2018, the property was rezoned to the NC (Neighborhood Commercial) zoning district which, permits the use of a medical marijuana dispensary by approval of a

Special Exception.

The representative, AYR Cannabis Dispensary, executed a lease agreement for the subject property in early 2022 for the sole purpose of operating a medical marijuana dispensary. The use of medical marijuana dispensary was originally enacted in the City of Tamarac's Land Development Code as of September 2019. At that time, the City Commission of the City of Tamarac adopted new legislation, allowing medical marijuana dispensaries to operate in the City of Tamarac consistent with the same regulations governing pharmacies in accordance with Florida Statutes. The Code was also further expanded to identify specific performance and use standards that pharmacies and medical marijuana dispensaries are required to adhere to. The City of Tamarac has been proactive in answering all inquiries accurately and assisting with the proposed use by advising inquirers to request a Zoning Verification Letter, to identify if the use would be permitted or prohibited in specific zoning districts or other inquired locations.

More recently, the City has approved four (4) Medical Marijuana Dispensary Facilities within a 2- mile radius. To add, the City has also fielded several other inquires for proposed retail spaces to be converted to Medical Marijuana Dispensary uses. If all the proposed facilities were allowed to operate by special exception approval, this would result in a total of 5 Medical Marijuana Dispensary Facilities in a city of less than 12 square miles.

Currently, "Medical Marijuana Dispensary" and "Pharmacy" uses are permitted in the MU-N (Mixed Use Neighborhood) and NC (Neighborhood Commercial) zoning districts by Special Exception (SE) approval by the City Commission and Incidental or Accessory (A) use in the MU-C (Mixed-Use Commercial), MU-G (Mixed-Use General) and BP (Business Park) zoning districts.

On January 12, 2023, the City Manager issued a sixty (60) day Administrative Order Instituting Zoning in Progress for the submission, receipt, and processing of applications for Medical Marijuana Dispensary Facilities to allow staff an opportunity to examine the impact of the placement of such uses on their surrounding environment and to develop a mechanism by which to effectively regulate their operation and location in the City's commercial zoning districts. An amendment to the Code, instituting a ban on Medical Marijuana Dispensaries was recommended for approval by the Planning Board at their February 1, 2023, meeting and

heard by the City Commission on First Reading on February 8, 2023. The item is being considering for Second Reading on the February 22, 2023 meeting agenda. This application submitted by Liberty Health Sciences for AYR Cannabis Dispensary prior to the effective date of the Zoning in Progress (ZIP) is exempt from the ZIP and any subsequent ban, to allow for consideration by both the Planning Board and the City Commission.

ISSUE:

Daniel Sparks of Liberty Health Sciences, designated agent for the property owner, Blessed Chami's, Inc., is requesting the approval of a Special Exception to allow for the use of a Medical Marijuana Dispensary in the NC (Neighborhood Commercial) zoning district, pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances (see attached Justification Letter).

ATTACHMENTS:

1 - AYR MEMO (SE).docx
2 - Final Board Order 68.docx
3 - AYR Justification Letter.docx
4 - AYR Site Location Map.pdf
5 - O-2022-016 Amending Table 10-3.1 _Allowed Uses_ to permit Medical Marijuana in the MU-N NC.pdf
6 - Land Development Code Sec10-3_3 Uses Specific Standards.pdf
7 - Land Development Code Sec 10-6_2 Use Categories and Use Types Defined.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 23-01-009M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn
City Manager

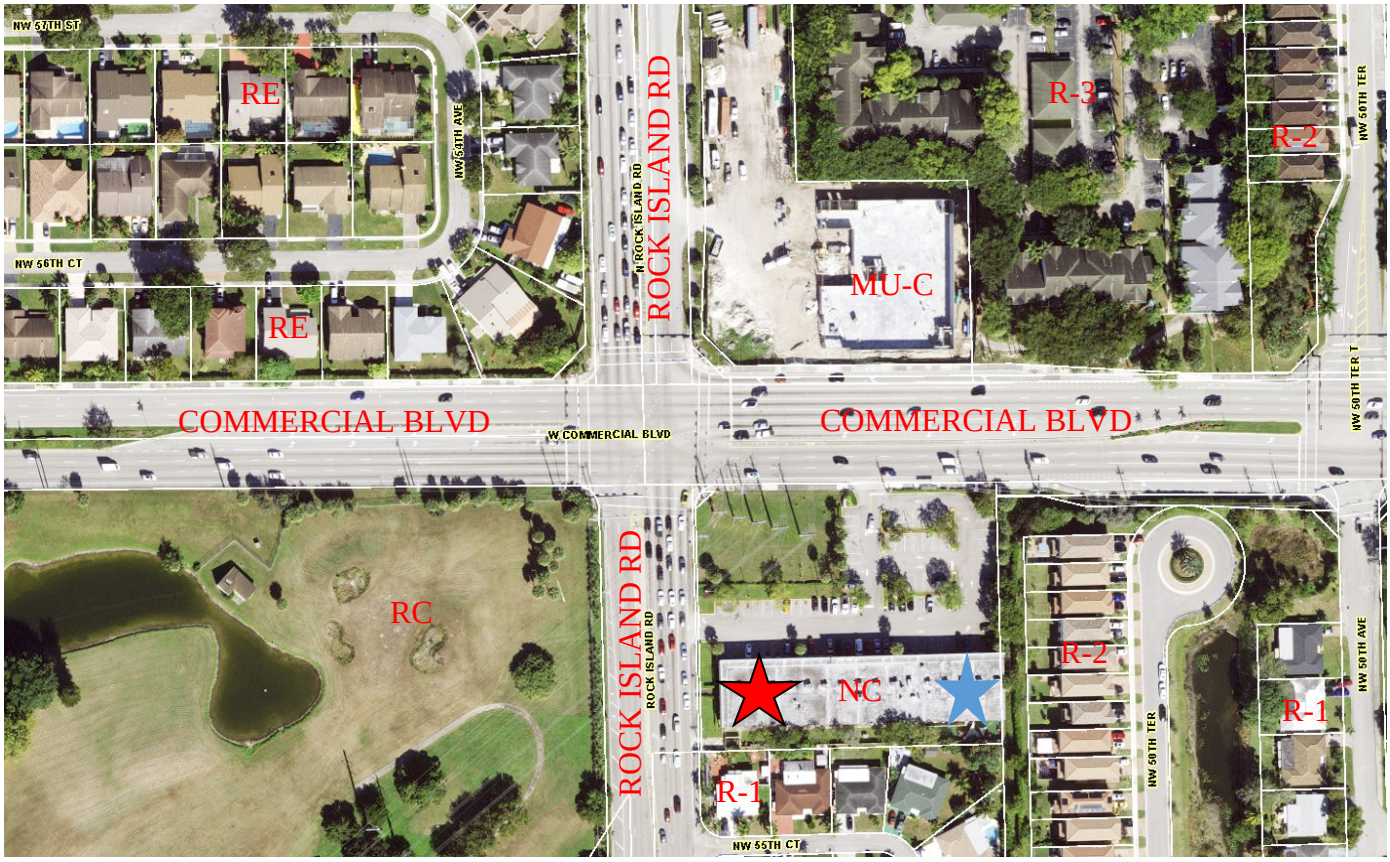
FROM: Maxine A. Calloway, Esq., AICP
Director of Community Development

DATE: February 8, 2023

RE: *AYR Cannabis Dispensary* – Special Exception – *Quasi-Judicial*
TEMP BOARD ORDER NO. 68**; CASE#:** 1-Z-23**; MF#:** 50-76

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission deny the Special Exception application for the use of a modified one (1) story, two-thousand six-hundred and eighty-five square feet (2,685 sq. ft.) leased space for a *Medical Marijuana Dispensary* within an existing plaza in the NC (Neighborhood Commercial) zoning district to the City Commission at its February 22, 2023, meeting. (see attached Order Denying Special Exception – Temp Board Order No. 68).

ISSUE: Daniel Sparks of Liberty Health Sciences, designated agent for the property owner, Blessed Chami's, Inc., is requesting the approval of a Special Exception to allow for the use of a *Medical Marijuana Dispensary* in the NC (Neighborhood Commercial) zoning district, pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances (see attached Justification Letter).



Aerial Photograph

- Proposed Location

- Little Crayons Preschool

LOCATION: The subject property is located on the southeast corner of W. Commercial Boulevard and Rock Island Road (see Aerial Photograph above and attached Location Map). The proposed location is situated on the west end of an existing plaza in what is legally described as *BURKARD OFFICE PLAZA 80-47 B PARCEL A LESS POR DESC AS COMM NW COR SEC 13-49-41, E 62.09, S 60 TO POB, E 13, SW 27.70, NELY 20.56 TO POB*, or commonly known as *Sabal Palm Plaza*. The proposed *AYR Cannabis Dispensary* is addressed as 5100 West Commercial Boulevard, Suites 13-14. The subject property is 2.04 acres in size, has a current City of Tamarac Future Land Use designation of "Commercial" and a zoning classification of NC (Neighborhood Commercial).

Surrounding Land Use and Zoning:

North: MU-C (Mixed-Use Corridor) – R.O.W., then Extra Space Storage
East: R-2 (Two-Family Residential) – Manor Parc Residential Homes
West: RC (Recreational) & RE (Residential Estates – Woodlands Community
South: R-1 (Single-Family Residential) – Mainlands of Tamarac Lakes Section 6-A

BACKGROUND: The subject property, currently known as Sabal Palm Plaza, was constructed in 1974 after the approval of a Site Plan review. The plaza was originally built as a one (1) story building that provided sixteen (16) commercial bays for lease. The current use of the property is still consistent with the original idea for the property, which was designed as a typical commercial retail plaza.

Originally approved with the address 5100 W. Commercial Boulevard, the property was zoned B-1 (Neighborhood Business) under the City's previous Land Development Code. Pursuant to the City-wide rezoning and revised Land Development Code adoption by the City Commission on July 12, 2018, the property was rezoned to the NC (Neighborhood Commercial) zoning district which, permits the use of a *medical marijuana dispensary* by approval of a Special Exception.

The representative, AYR Cannabis Dispensary, executed a lease agreement for the subject property in early 2022 for the sole purpose of operating a *medical marijuana dispensary*. The use of *medical marijuana dispensary* was originally enacted in the City of Tamarac's Land Development Code as of September 2019. At that time, the City Commission of the City of Tamarac adopted new legislation, allowing *medical marijuana dispensaries* to operate in the City of Tamarac consistent with the same regulations governing pharmacies in accordance with Florida Statutes. The Code was also further expanded to identify specific performance and use standards that pharmacies and medical marijuana dispensaries are required to adhere to. The City of Tamarac has been proactive in answering all inquiries accurately and assisting with the proposed use by advising inquirers to request a Zoning Verification Letter, to identify if the use would be permitted or prohibited in specific zoning districts or other inquired locations.

More recently, the City has approved four (4) *Medical Marijuana Dispensary Facilities* within a 2-mile radius. To add, the City has also fielded several other inquires for proposed retail spaces to be converted to *Medical Marijuana Dispensary* uses. If all the proposed facilities were allowed to operate by special exception approval, this would result in a total of 5 Medical Marijuana Dispensary Facilities in a city of less than 12 square miles.

Currently, "*Medical Marijuana Dispensary*" and "*Pharmacy*" uses are permitted in the MU-N (Mixed

Use Neighborhood) and NC (Neighborhood Commercial) zoning districts by Special Exception (SE) approval by the City Commission and Incidental or Accessory (A) use in the MU-C (Mixed-Use Commercial), MU-G (Mixed-Use General) and BP (Business Park) zoning districts.

On January 12, 2023, the City Manager issued a sixty (60) day Administrative Order Instituting Zoning in Progress for the submission, receipt, and processing of applications for *Medical Marijuana Dispensary Facilities* to allow staff an opportunity to examine the impact of the placement of such uses on their surrounding environment and to develop a mechanism by which to effectively regulate their operation and location in the City's commercial zoning districts. An amendment to the Code, instituting a ban on Medical Marijuana Dispensaries was recommended for approval by the Planning Board at their February 1, 2023, meeting and heard by the City Commission on First Reading on February 8, 2023. The item is being considering for Second Reading on the February 22, 2023 meeting agenda. This application submitted by Liberty Health Sciences *for AYR Cannabis Dispensary* prior to the effective date of the Zoning in Progress (ZIP) is exempt from the ZIP and any subsequent ban, to allow for consideration by both the Planning Board and the City Commission.

ANALYSIS: The applicant, Liberty Health Sciences, Inc., is requesting approval of a Special Exception to allow for the operation of a *Medical Marijuana Dispensary* in the NC (Neighborhood Commercial) zoning district. Per Section 10-3.2, Table of Allowed Uses, in the City's Land Development Code, *Medical Marijuana Dispensaries* are a permitted use in the zoning district subject to Special Exception approval by the City Commission.

Additionally, *Medical Marijuana Dispensaries* are also subject to use standards as outlined in Section 10-3.3 (D)(15)(d) of the City's Land Development Code. To that end, the facility must abide by the 5 requirements; (i) Be at least 500 feet away from the real property that comprises a public or private elementary school, middle school, or secondary school. (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.

Per the City's Land Development Code, "*A child care facility is a place or child care arrangement, other than an occupied residence, that is licensed by Broward County's Child Care Licensing and Enforcement Section per the Broward County Child Care Ordinance (Chapter 7), as amended, that provides care for more than five children unrelated to the operator and that receives a payment, fee, grant, or some other form of compensation for any of the children in child care, whether or not operated for profit. A child care facility can include a before and/or after care school program. A child care facility includes public school programs referenced in Section 402.3025(1)(b), Florida Statutes as amended. A child care facility does not include arrangements exempted from licensure.*"

Less than 250 feet distance, measured door-to-door, A Daycare, Child Care Nursery, Little Crayons Preschool has been operating in Suites 1 & 2 of the same building since the beginning of 2018

where children under the age of 5 are being tended to by guardians. While the 500 feet distance separation applies specifically to private elementary school, middle school, or secondary school, staff is of the opinion that the overall spirit of this provision supposes that the Medical Marijuana Dispensary use is not suitable or proper in close proximity to children. Since a Daycare, Child Care Nursery is a school, for small children, the same reasoning can be applied that the placement or location in the same plaza, less than 250 feet away is not proper.

In addition, it is staff's opinion that the proposed application does not support the City's Comprehensive Plan Policy 10.8, which requires uses to be located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare or aesthetics of the existing or future built environment. This would potentially pose as a safety hazard for an existing day care, childcare nursery location, in the same building, with children under the age of 5 being tended to by guardians.

The purpose of the Special Exception is to provide for individualized review of certain uses that due to their nature, relationship to the Comprehensive Plan, and potential adverse impacts on surrounding areas require special consideration of their location, design, and methods of operation, as well as the imposition of conditions to mitigate concerns before they can be deemed appropriate in a zoning district and compatible with their surroundings.

Furthermore, the use must be consistent with Section 10-5.4(G)(4) of the Land Development Code and conform to all City ordinances and other applicable regulations for the uses in the district in which the Special Exception is located. Such applications shall demonstrate compliance with the following standards:

Review Standards for Special Exception

(a) The proposed development will be consistent with the Comprehensive Plan; ✓

The proposed use of a *medical marijuana dispensary* is consistent with the uses identified in the City's Land Development Code for Special Exception consideration within the NC (Neighborhood Commercial) zoning district and therefore inherently consistent with the intent of the City's Comprehensive Plan. The proposed development is specifically consistent with Objective 1 within the City's Future Land Use Element which promotes the orderly growth of development and ensure its strategic alignment with the City's economic development goals and initiatives.

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code; ✗

The applicant desires to operate a *medical marijuana dispensary* in the NC (Neighborhood Commercial) zoning district. Per the City's Land Development Code, *medical marijuana dispensaries* are permitted in the NC (Neighborhood Commercial) zoning district subject to Special Exception approval by the City Commission. The applicant has submitted the appropriate applications and the proposed development mostly complies with the applicable zoning district and use; however, it does not comply with the development standards as outlined in the City's Code. Specifically, the proposed use is located within 250 feet of Little

Crayons Preschool which staff believes is contrary to the spirit of the Code and the Florida Statute provisions regarding the distance separation from schools, which supposes that the Medical Marijuana Dispensary use is not suitable or proper in close proximity to children.

(c) The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood; ✗

The applicant desires to operate a *medical marijuana dispensary* within an existing commercial structure located on the subject property. It is staff's opinion that the proposed business is not compatible with the existing natural environment and community character, as the surrounding community is mostly 55+, the building has an existing *childcare facility*, and the plaza is filled with what is deemed essential uses; Restaurants, Retail Sales, and Professional Offices. Moreover, the proposed use would be located within 250 feet of Little Crayons Preschool which is contrary to the spirit of the Code and the Florida Statute provisions regarding the distance separation from schools, which supposes that the Medical Marijuana Dispensary use is not suitable or proper in close proximity to children.

(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 applicant is proposing to operate a *medical marijuana dispensary* as a service to patrons of the business. Prior to the submittal of the Special Exception application, the applicant was aware of the rules and regulations enacted by the State of Florida that must be adhered to. The applicant was also informed of the use standards provided in City's Land Development Code for the proposed operation in that specific zoning district. The spirit of the Code reflects Florida State Statute F.S. §381.986. The location of the proposed *medical marijuana dispensary* would be less than 250 feet from an existing Daycare, Child Care Nursery. This would potentially pose a safety hazard for the existing location with children under the age of 5 being tended to by guardians. For that reason, it is staff's opinion that the proposed use may be deemed undesirable for public convenience, and injurious or detrimental to the public health, safety, comfort, and welfare.

(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 previously mentioned, the applicant desires to operate a *medical marijuana dispensary* within an existing commercial space which also occupies a preschool facility. It is staff's opinion that having a Medical Marijuana Dispensary use within 250 feet of a Preschool could be considered a potential nuisance for the same reason both the Code and Florida Statutes does not allow the use to be within 500 feet of a public or private elementary, middle, or high school without a variance granted by the City Commission.

(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 applicant will be utilizing the existing structure to operate a *medical marijuana dispensary*.

Staff has conducted the necessary parking analysis and ensured that there is adequate parking on site per the city's Land Development Code. As such, the use will have minimal impact on the existing transportation network and possesses 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.

(g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use; ✓

The surrounding property site area is approximately 2.04 acres in size and can accommodate the use of a *medical marijuana dispensary*. As such, the site area is also sufficient as there is no reasonably anticipated expansion of the use.

(h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active; ✓

The applicant is aware that the approval of Special Exception shall only remain valid during the period of which the certificate of occupancy and business license 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. ✓

The applicant has acknowledged that in case the business is sold, the special exception cannot be transferred should the use become a nonconformity per city code.

(j) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use. ✓

The applicant has agreed that any pre-existing violations will be addressed prior to the business receiving a Certificate of Occupancy.

CONCLUSION: As such, the Director of Community Development recommends that the Mayor and City Commission deny the Special Exception application for a modified one (1) story, two-thousand six-hundred and eighty-five square feet (2,685 sq. ft.) leased space for a *Medical Marijuana Dispensary* within an existing plaza in the NC (Neighborhood Commercial) zoning district at its February 22, 2023, meeting.

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: At its February 1, 2023, meeting, the Planning Board voted 3-3 on both motions of denial and approval, and as such, since both motions failed, was unable to render a recommendation to the City Commission.



Maxine A. Calloway,
Director of Community Development

Attachments: Temp Board Order No. 68
Justification Letter
Site Location Map
Land Development Code, Table 10-3.1: Allowed Uses
Land Development Code, Table 10-3.3: Uses Specific Standards
Land Development Code, Table 10-6.2: Use Categories and Use Types Define

MAC/MM/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 ORDER FOR DEVELOPMENT PERMIT

BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO – 2023 – _____

HEARING DATE: February 22, 2023
CASE NO. 1-Z-23

IN RE: The Application of: Liberty Health Sciences DBA AYR Cannabis Dispensary
Location: 5100 West Commercial Blvd, Suites 13-14, Tamarac, Florida 33319

Property Folio Identification Number: 4941-13-14-0010

Property Legal Description: BURKARD OFFICE PLAZA 80-47 B PARCEL A LESS POR DESC AS COMM NW COR SEC 13-49-41, E 62.09, S 60 TO POB, E 13, SW 27.70, NELY 20.56 TO POB

ORDER DENYING/APPROVING SPECIAL EXCEPTION

Order denying/approving Special Exception for AYR Cannabis Dispensary, for the use of a modified one (1) story, two-thousand six-hundred and eighty-five square feet (2,685 sq. ft.) leased space for a Medical Marijuana Dispensary within an existing plaza in the NC (Neighborhood Commercial) zoning district, pursuant to the Tamarac Code of Ordinances.

Daniel Sparks of Liberty Health Sciences, designated agent for the property owner, Blessed Chami's, Inc. (the "Applicant") is requesting approval of a Special Exception to allow for the use of a *medical marijuana dispensary* at the subject property, legally described as BURKARD OFFICE PLAZA 80-47 B PARCEL A LESS POR DESC AS COMM NW COR SEC 13-49-41, E 62.09, S 60 TO POB, E 13, SW 27.70, NELY 20.56 TO POB, located at 5100 West Commercial Blvd, Suites 13-14, Tamarac, Florida ("Property").

Notice of the request for Special Exception approval 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 NC (Neighborhood Commercial) 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 **February 1, 2023**, and **COULD NOT REACH** A recommendation for the City Commission**.**

Following consideration of all testimony and evidence presented at the City Commission hearing on **February 22, 2023**, and pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, the City Commission finds as follows:

1. That the proposed development will/will not be consistent with the Comprehensive Plan.

2. That the proposed development will/ will not comply with applicable district, use, and development standards in the City of Tamarac Code of Ordinances.

3. That the proposed development will/ will not be compatible with the existing natural environment and community character of the properties within the immediate neighborhood.

4. 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.

5. 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.

6. 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 minimizes traffic congestion in the public streets.

7. That the site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use.

8. That the Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active.

9. That the Special Exception is transferable administratively subject to compliance with City Codes, all conditions of approval set forth herein (if any), and the submission of documentation and payment of all fees (if any).

10. Any pre-existing code violations shall be brought into compliance and any accrued liens shall be satisfied 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) and (H) and 10-5.4 (G) of the City of Tamarac Code of Ordinances, the Applicant's request for Special Exception Approval for the use of a *medical marijuana dispensary* in the NC (Neighborhood Commercial) zoning district located at 5100 West Commercial Blvd, Suites 13-14, is hereby **NOT GRANTED/GRANTED.**

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2023, 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 _____ _____.

_____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

This Board Order was filed in the Office of the City Clerk on this ___ day of _____ 202_.

Daniel Sparks
Ayr Cannabis Dispensary
2601 South Bayshore Drive | Suite 900
Miami, FL 33133

December 28, 2022

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

Re: Letter of Justification; 5100 W Commercial Blvd, Tamarac, FL

To Whom it May Concern,

Ayr Cannabis Dispensary (hereinafter the "Applicant" or "Ayr") submits this letter of justification in support of its application for special exception approval (hereinafter the "Application" or "Proposed Use") to operate a Medical Marijuana Dispensing Facility ("Proposed Use") at the property located at 5100 West Commercial Blvd, Tamarac, FL, 33319 (hereinafter the "Property"), pursuant to the standards set forth in Sections 10-5.4 (4) of the City of Tamarac Land Development Code (hereinafter the "Code").

The Applicant is the lessee of the Property and is fully licensed to operate a state compliant Medical Marijuana Dispensing Facility in the City of Tamarac. Ayr provides patients with a full range of medical cannabis products to treat their qualifying medical conditions as recommended by licensed physicians statewide. As described in further detail below, approval of this Application would allow the Applicant to provide a medical service that would benefit Tamarac residents in a professional, responsible, and commercially viable manner. Furthermore, the Proposed Use would otherwise enhance a partially vacant shopping center.

Property Characteristics and Surrounding Area

The Property is located in the central portion of the City of Tamarac (hereinafter the "City"), on the south side of West Commercial Blvd, just East of Rock Island Road. The Property consists of a total land area of 83,837 square feet, or 1.92 acres. Currently, the Property is improved with a one-story structure in-line shopping center with an associated surface parking lot.

The Property is zoned Neighborhood Commercial ("NC") and has a future land use designation of Commercial. At the time of receipt of the ZVL, when the Property was put under a long-term lease, and when building permits were initially prepared for the Proposed Use, the Proposed Use was permitted by right. Subsequent to such time, the City has adopted an ordinance requiring special exception approval for the Proposed Use and therefore the Applicant is complying with the same.

Ayr Cannabis Dispensary

The Applicant, as a Medical Marijuana Treatment Center ("MMTC") licensed and regulated by the state of Florida Department of Health Office of Medical Marijuana Use ("OMMU"), is comprised of an experienced team of professionals across different business, scientific and medical fields. Ayr is committed to operating a professionally responsible and socially conscious business. Unlike pharmacies which often sell similar retail products and dispense the same prescription medications, each of the licensed MMTCs in Florida sell different proprietary forms of medications and no MMTC is legally permitted to sell their products through a different licensed MMTC. Thus, each MMTC offers unique products, at different price points and formulations, that patients specifically seek out for their qualifying debilitating conditions, which is why having a variety of MMTC operators is critical to ensuring patient accessibility to needed medicines. Existing dispensaries already operating in a City or County doesn't mean that all medical needs are therefore covered. Approval of this Application will enable Ayr to better serve the patients within the City of Tamarac and surrounding areas.

Proposed Operations

The Applicant will operate in compliance with the stator requirements within FL §381.986. No sales will occur after 9pm or before 7am, all operations will occur inside the licensed premises, security protocols will be strictly adhered to as approved by the OMMU and the premises will be open only to qualified patients, their caregivers and employees of Ayr.

Review Standards

The Application substantially conforms to the goals and objectives of the City Code. The purpose of the Code is to set forth a long-range guide that shapes new development/redevelopment and provides a framework for providing a cohesive, well-balanced community. The Code articulates various goals and objectives for the City of Tamarac, as well as a comprehensive land use element that is designed to provide quality living through the effective utilization and implementation of land use practices. As described in detail below, the Proposed Use substantially conforms to the purpose and intent of the Code. The Application specifically satisfies the following applicable special exception review criteria:

Development will be consistent with the Comprehensive Plan [Sec. 4.a.];

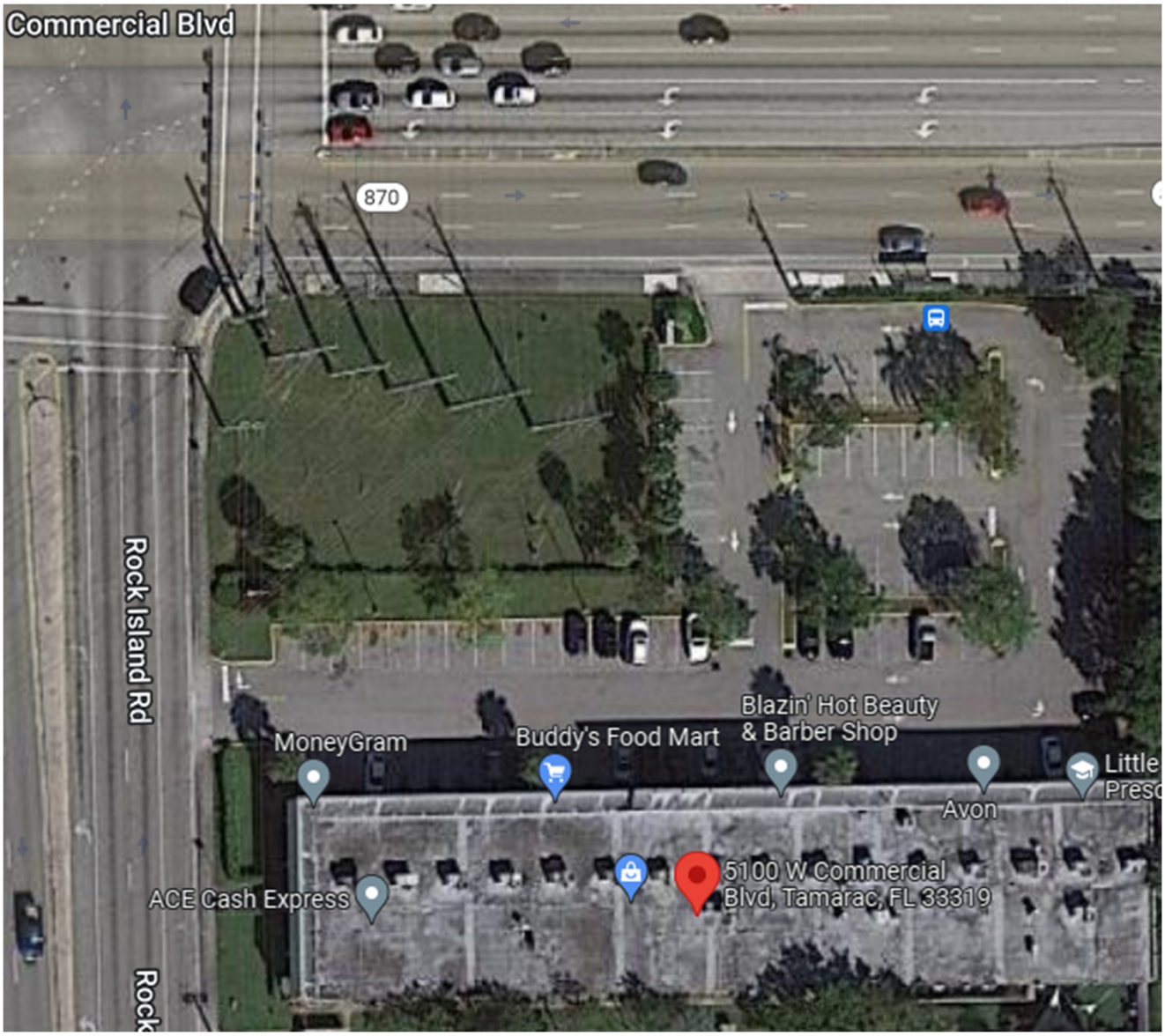
The Proposed Use will be complementary to this area of the City and will provide commercial opportunities in line with the existing goals of the Commercial FLU designation. The Proposed Use will contribute to the variety of medical services available within the City and the unique patient access available to both residents and visitors.

Development will comply with applicable zoning district, use and development standards of this Code [Sec. 4.b.];

The Proposed Use is in line with the NC policies and will meet all applicable site development standards as it is an adaptive reuse of an existing building. The NC zoning district is "intended to provide primarily small-scale retail and personal service and low intensity office and institutional uses to meet the neighborhood shopping and service needs of surrounding residential areas." The Proposed Use is conveniently located near existing residential and non-residential uses, which reduces vehicle miles traveled and allows for pedestrian accessibility for patients in need.

Development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood [Sec. 4.c.];

The Applicant's Proposed Use will provide employment opportunities and accessibility to quality medicine for City residents. The hours of operation for the Proposed Use are limited and given that the building is already existing, the physical layout is compatible with the surrounding area and expectations of residents. The building is well buffered between adjacent uses by a combination of parking areas, building setbacks, and existing fencing and mature tree buffering. The building is setback from Commercial Blvd as evidenced below.



Development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare [Sec. 4.d.];

The Applicant's Proposed Use will not adversely affect the health, safety, comfort and welfare of residents or workers in the City. The Applicant will conduct business in a professional, responsible, and orderly manner in compliance with all applicable regulations and codes. The Proposed Use is located on a major transportation corridor in the City which highlights the convenience of the location for residents and the likelihood of capturing existing vehicular trips already on the roads.

Development will minimize adverse effects, including noise, light, dust or other potential nuisances, on adjacent properties to the greatest extent practicable [Sec. 4.e.]

The Applicant's Proposed Use will ensure the peaceful enjoyment of surrounding properties and will not result in any objectionable noise, light, dust, or other potential nuisances. The proposed use will implement strict rules of conduct and will operate in a responsible manner that is non-disruptive to the surrounding area. As previously noted, the hours of operation for the Proposed Use are limited and given that the building is already existing, the physical layout is compatible with the surrounding area and expectations of residents. The building is well buffered between adjacent uses by a combination of parking areas and drive aisles, building setbacks, and existing fencing.

Development will include adequate provision for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets [Sec. 4.f.];

The Proposed Use will include the requisite provision for safe and convenient vehicular and pedestrian traffic circulation and maintains adequate access points, sidewalks, crosswalks, as well as sufficient parking in compliance with Section 10-4.3(0)(2) of the Code which will diminish any traffic congestion in the public streets. As this an adaptive reuse of an existing building which has already been permitted, approved, and constructed in accordance with City code, the Proposed Use currently has safe and convenient vehicular and pedestrian access provided.

The Site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use [Sec. 4.g.];

The Application will comply with the specific standards set forth in Section 10-5.4(G)(4) of the Code. Moreover, the existing building size and parking spaces are adequate for the Proposed Use and no expansion of the building is required to accommodate the same.

The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active [Sec. 4.h.];

The Applicant understands that the Special Exception is only valid during the period of which the certificate of occupancy and business license remains active.

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 [Sec. 4.i.];

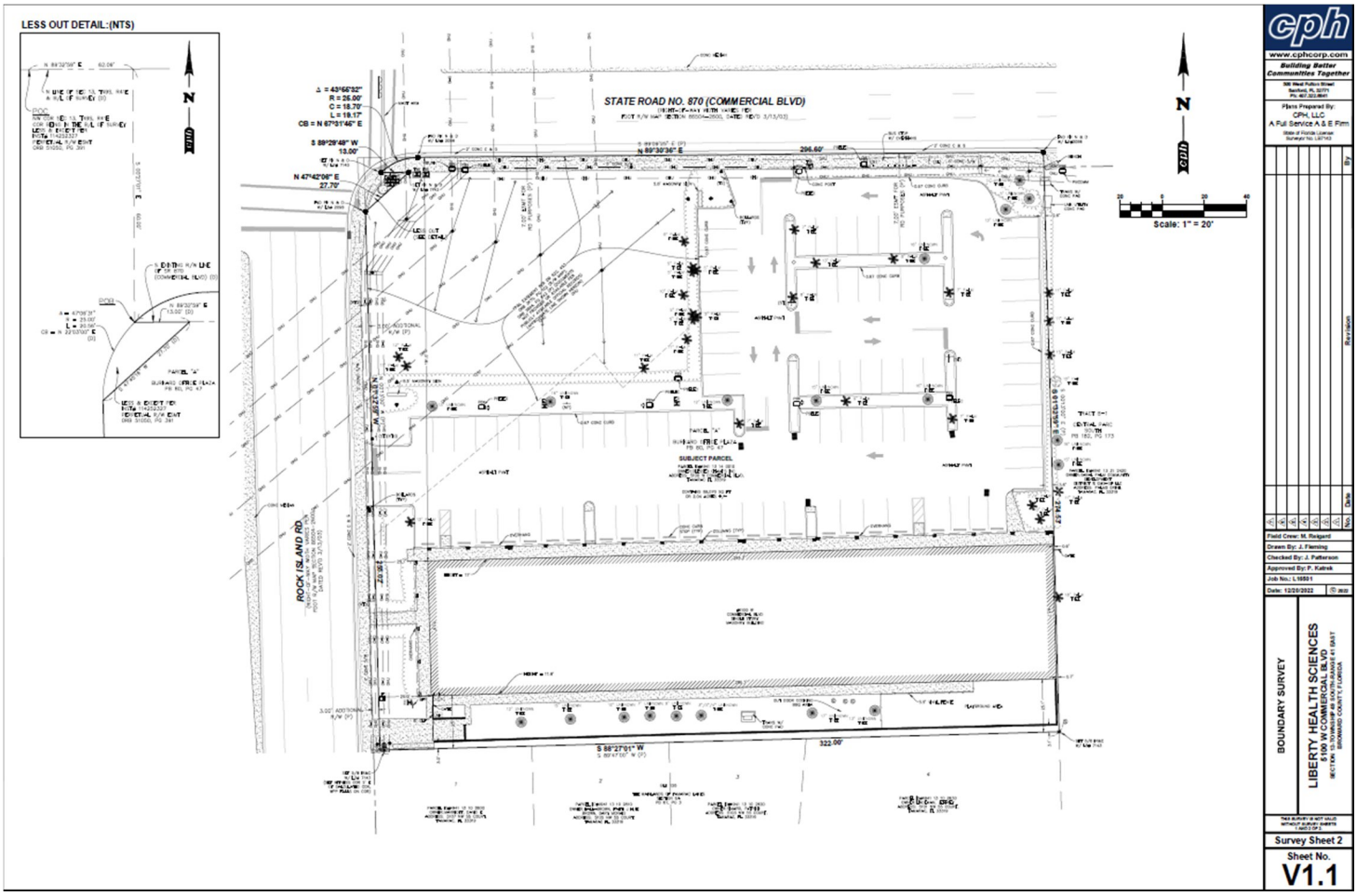
This condition is acknowledged.

Any Pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use [Sec. 4.j.]

To the best of Applicant's knowledge, all pre-existing code violations, as applicable, have been satisfied - or will be satisfied - prior to the issuance of a certificate of occupancy.

Land Use Element

The Code includes a Land Use Element that delineates a desired development pattern anchored by a land use category system (e.g., Public Institutional, Residential, Commercial, and Office) within which certain zoning districts are permitted. The Proposed Use meets the intent of the NC Zone district, which falls under the mixed use-neighborhood land use category and is consistent with the underlying Future Land Use Designation of "Commercial". As noted, the purpose of the NC Zone to provide for " primarily small-scale retail and personal service and low intensity office and institutional uses to meet the neighborhood shopping and service needs of surrounding residential areas." The Proposed Use is compatible with these objectives.

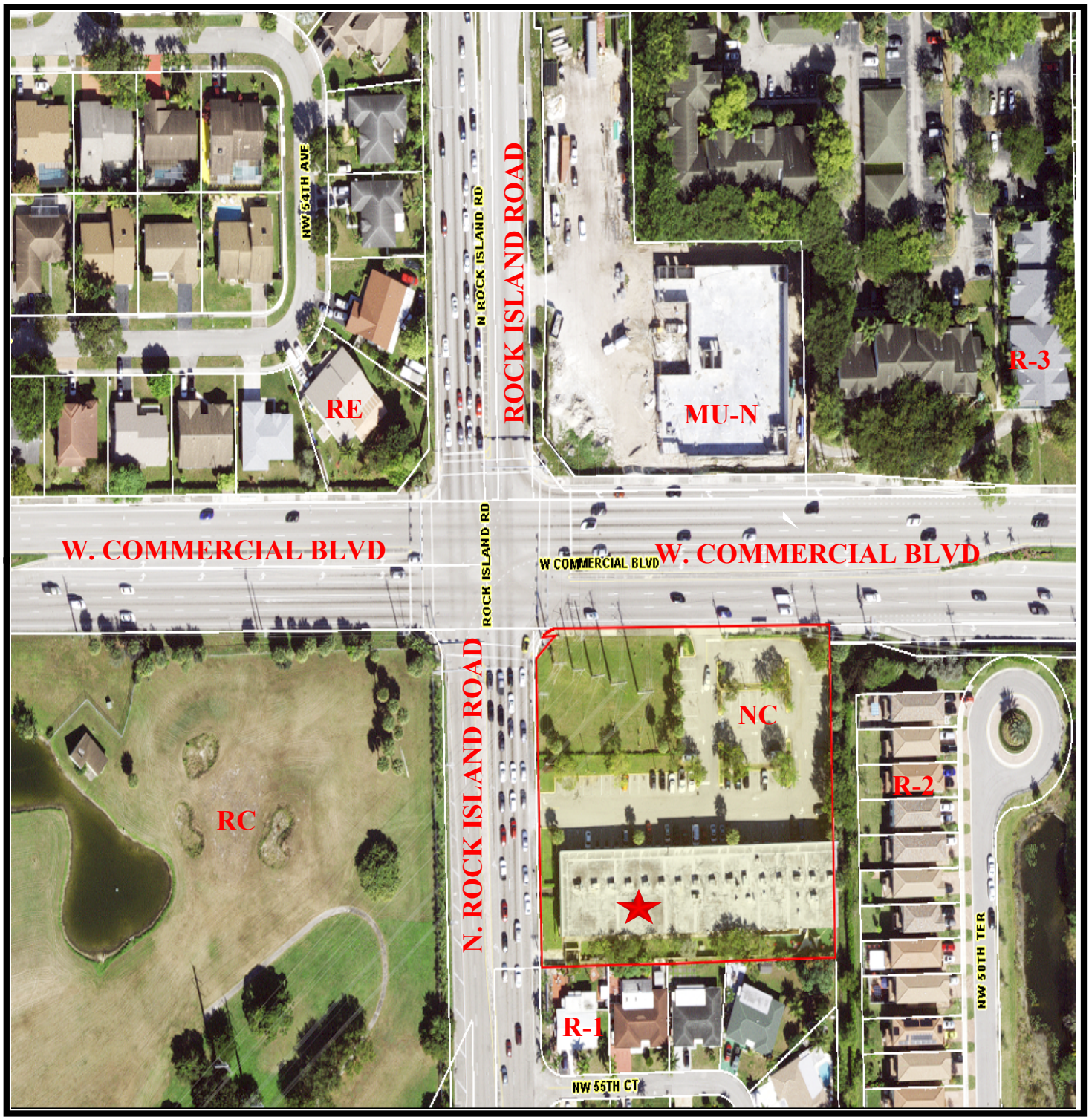


Conclusion

For the reasons stated herein, the Applicant respectfully requests that the City process and approve this application for a special exception to operate the Proposed Use at the Property. The Applicant will operate the Proposed Use in a manner compliant with the Code and will advance the relevant objectives of the City Code and Comprehensive Plan.

Respectfully,
Daniel Sparks
Ayr Cannabis Dispensary

AYR CANNABIS DISPENSARY
Special Exception (SE)
Case No. 1-Z-23



Subject Property

TAMARAC
The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

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					~~P~~ SE	A	A	~~P~~ SE	A						10-3.3(D)(15)
	Nursery															
	Pawn shop															
	Personal and household goods repair					P	P		P	P	P					10-3.3(D)(12)
	Pharmacy					~~P~~ SE	A	A	~~P~~ 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							

***

(b) **Industrial Districts**

(i) Restaurants shall be for the primary use of the employees in the industrial area.

(ii) Restaurants shall only be permitted as an accessory use to an industrial complex and shall be located within the principal building on the premises occupying not more than 10 percent of the gross floor area.

(iii) Outside play areas for children are not permitted.

(c) **Restaurant with Microbrewery.** The minimum area of the eating, drinking, and entertainment area of a restaurant with microbrewery shall be 45 percent of the total square footage for the establishment, or a minimum of 1,500 square feet, whichever is greater.

(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 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.

(16) **Vehicle Fuel Sales.** A vehicle fuel sales station shall comply with the following standards:

(a) **Location**

(i) A lot containing a vehicle fuel sales station shall be located at least 1,500 feet from a lot containing another vehicle fuel sales station, as measured from property lines.

(ii) Vehicle fuel sales stations are prohibited if adjacent to or directly across a street right-of-way from residentially zoned land.

(b) **Access**

(i) The station shall have no more than two vehicular access points excluding fuel sales uses within an outparcel or other unified property.

(ii) The station shall be designed to ensure safe and adequate vehicle stacking, circulation, and turning movements.

(c) **Canopy Height.** Gasoline pump canopies shall have a maximum clearance height of 14 feet above grade, except where state or federal law requires higher clearances.

(17) **Vehicle Rental.** In commercially zoned districts:

(a) Except as hereinafter provided, no owner or person having the use of a commercial vehicle, recreational vehicle, boat, or boat trailer shall park, store, or keep the vehicle, boat, or boat trailer for any period of time within the property lines of any commercially zoned district.

(b) This section shall not apply to the following:

Retail Sales. Uses involving the sale of a product directly to the final consumer for whatever purpose but not specifically or exclusively for the purpose of resale.

(a) **Bulk Pool Chemical Sales.** A commercial establishment primarily engaged in the retail sale of bulk swimming pool chemicals including but not limited to sodium hypochlorite and muriatic acid.

(b) **Equipment Sales and Repair, Heavy.** A commercial establishment primarily engaged in the retail sale and repair of intensive and/or heavy equipment such as welding supplies, but not including pool and cleaning supplies.

(c) **Farmer's Market, Outdoor.** A public market held open area, where farmers sell produce and other farm products they have grown, gathered, or raised directly to consumers. A farmers' market occurring regularly for all or most of the year, or a temporary use, occurring only occasionally or periodically for only a limited time period during the year.

(d) **Medical Marijuana Dispensary.** Any state certified medical marijuana dispensing facility where medical cannabis, low-THC cannabis, as well as cannabis delivery devices, is dispensed at retail and is operated by a Medical Marijuana Treatment Center authorized to operate in Florida under Art. X, § 29 of the Florida Constitution, F.S. §381.986, as amended.

(e) **Nursery.** The use of land, buildings or structures for the production of flowers, shrubs, and plants and their retail sales.

(f) **Pawn Shop.** A business that advances funds to a person on the security of pledged tangible personal property on condition that the pledged property is left in the possession of the pawnbroker until redeemed by the pledger within an established default time period, after which title in unredeemed property vests in the pawnbroker, who may then sell the property.

(g) **Personal and Household Goods Repair.** An establishment primarily engaged in the provision of repair services for TVs, bicycles, clocks, watches, shoes, guns, canvas products, appliances, and office equipment—including tailor, and locksmith.

(h) **Pharmacy.** A retail establishment offering on-site dispensing of prescription drugs, nonprescription drugs or both. Pharmacies include a community pharmacy, an institutional pharmacy, a nuclear pharmacy or a special pharmacy as defined by Chapter 465 and F.S. §465.003, as amended from time to time.

(i) **Print Shop.** A retail establishment that includes a quick print shop or the operation of offset printing and other related equipment including reproduction machines, paper cutters, collating machines, multi-colored press equipment, plate burners, binding, and photographic developing equipment.

(j)

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 22, 2023
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Presentation
AGENDA SECTION:	**OTHER**
TITLE:	2023 Inspiration Way Art Exhibit Selections - Presentation • Presented by George Gadson - Public Art Administrator

ATTACHMENTS:
Inspiration Way 20223 PPT sculpture placement on pads.pptx
INSPIRATION WAY images only in PPT FINAL.pptx

Gadson & Ravitz
Public Art + Design Consulting

Inspiration Way 2023

February 23 Commission meeting

1.

Beginning of Inspiration Wa
Corner of Nob
Hill and McNab



2.West side

Hanna Jurban

COMET
Paint & Stainless Steel
12 h’ x 4’w x’ x 5d’
$19,000.00



3 Public Works

Kirk Seese

Plumera Sculptura

Steel, CNC cut 3/4
" MDO board, UV inks,
Acrylic Sealer
10' x 22" x 22"



4. Parks & Recreation

Donald Gialanella

Picasso’s goat



Open Field S. of Public Works

5. 6 . 7.

5. Hanna Jubran

Space Time
Stainless Steel,
Bronze,
Aluminum, Paint
10' x 4' x 4'



6.George Retkes

steel, aluminum,
Patina
9 ft x
6 ft x3 ft



7. Robin Morgan
Pulse
Aluminum
7’ x 3.5’ x 2’
$7600



8. State Street by the Church



Flaminio Antonio

This artwork is made with kitchen utensils, forks spoons, and their handles
$6500

9.

Corner of Commercial Blvd and Nob Hill



10. 11. 12

Mary Angers

Sun to Moon Rotation
fStainless steel &

Paint

t x 30 inches x 2ft

11. Gregory Johnson

DUET

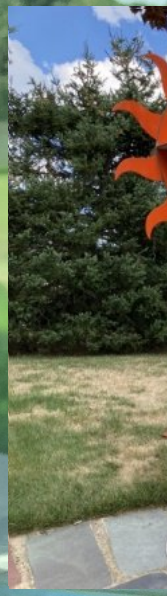
STAINLESS STEEL
77" x 48" x 36" 6 ft x4 ft x3 ft

1 2.
Mary Angers
3`D Sun
stainless steel and paint
ft x 3 ft x 19 inches

East side of Nob Hill starting at McNab







Gregory Johnson

6,5 ft x 30 inches x 2ft

Q & A

Gadson & Ravitz
Public Art + Design Consulting

Inspiration Way 2023

February 22 Commission meeting

Majestic Palm





Sun to Moon Rotation



3-DSun

Enigma of Life



Obeliral



Be kind



REACH



DUET



Plumera Sculptura



Picasso's Goat



Space Time



Comet



