CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, December 10, 2025
7:00 PM

AMENDED

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: **Vice Mayor Kicia Daniel**

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a BSO Monthly Update

2.b Investment Report - September 2025

2.c 250th Anniversary of the United States Postal Service Proclamation
Requested by Mayor Michelle J. Gomez

3. PUBLIC PARTICIPATION

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

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

read publicly any emails.

4. COMMISSION REPORTS

District 1
District 2
District 3
District 4
Mayor

5. CONSENT AGENDA

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

5.a Approval of the October 20, 2025, Commission Workshop Minutes.

5.b Approval of the Minutes of the October 22, 2025, Regular Commission Meeting.

5.c Approval of the November 10th Commission Workshop Minutes.

5.d Approval of the Minutes of the November 12, 2025, Regular Commission Meeting.

5.e TR14347 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the execution of an Agreement with David Mancini and Sons, Inc., for a one-year contract term through December 10, 2026, to provide Emergency Water Main and Force Main Repair Services for the City's potable water distribution and wastewater collection systems, authorizing expenditures from the appropriate accounts in an amount not to exceed the adopted annual Water Main and Force Main Emergency Repair and Replacement Capital Budget of $300,000.00 or as may be amended by the City Commission for said purpose, utilizing contract pricing for the same or similar products per Sourcewell Contract No. FL-R6-CC-092524-DMS; authorizing the City Manager or designee to approve task authorizations associated with this emergency services contract; authorizing proper City Officials to execute contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

5.f TR14351 - A Resolution of the City Commission of the City of Tamarac, Florida, electing Commissioner Marlon Bolton as the next Vice Mayor to serve a term of one year beginning December 10, 2025, with no succession; providing for conflicts; providing for severability; and providing for an effective date.

5.g TR14335 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the Affordable Housing Incentive Strategies recommendation report of the Affordable Housing Advisory Committee (AHAC) and authorizing the transmittal of the recommendations in an annual report attached hereto as Exhibit "A" to the Florida Housing Finance Corporation in accordance with

section 420.9076 (4) Florida Statutes; providing for conflicts; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

6.a TR14350 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 25-24B and approving an Agreement with Alexander & Johnson Project Management and Development, Inc., for the construction of the Westwood Blvd East Roadway and Drainage Improvement Project for a contract amount of $967,318.08; and a contingency in the amount of $96,731.81 (10% of the contract cost) will be added to the project account for a total project budget of $1,064,049.89; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

6.b TR14353 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the Agreement for Police Services between the City of Tamarac and Gregory Tony, Ph.D., as Sheriff of Broward County ("BSO"), attached hereto as Exhibit "1", in accordance with the Special Terms and Conditions attached hereto as Exhibit "A", and the Police Services General Conditions attached hereto as Exhibit "B", effective October 1, 2025 through September 30, 2030; providing for conflicts; providing for severability; and providing for an effective date.

7. ORDINANCE(S) - FIRST READING

7.a TO2618 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 "Buildings and Building Regulations" Article IV "Unsafe Structures" to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

7.b TO2619 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending chapter 6 of the City's code of ordinances, entitled "Finance and Taxation" and article V entitled "Tamarac Procurement Code", by specifically amending section 6-148 entitled "Exclusions and Exceptions to Bid and Proposal Requirements" to expand the exemptions from competitive bidding process for purchase of film, video and audio services, purchase of goods, equipment and supplies for relief programs relating to natural disasters, and purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

8. ORDINANCE(S) - SECOND READING

8.a TO2613 - An Ordinance of the City Commission of the City of Tamarac, Florida establishing "Limited Online Sales" as an accessory use in the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General),

and NC (Neighborhood Commercial) zoning districts; amending Chapter 10, Article 3, Section 10-3.2, entitled "Table of Allowed Uses", specifically Table 10-3.1: allowed uses for the inclusion of "Limited Online Sales"; and amending Section 10-3.4, entitled "Accessory Uses and Structures", to provide the use-specific standards regulating the "Limited Online Sales" use; and amending Chapter 10, Article 6, entitled "Rules of Construction and Definitions", specifically Section 10-6.2(E), entitled "Accessory Uses", of the City of Tamarac code of ordinances, to provide a definition for "Limited Online Sales"; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

11. OTHER

12. ADJOURNMENT

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

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

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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	BSO Monthly Update

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - September 2025
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of September 2025.

ATTACHMENTS:
CITY OF TAMARAC Monthly Memo Sept 2025 FINAL-FULL PACKET.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO: **Levent Sucuoglu**
City Manager

DATE: **October 17, 2025**

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

RE: **Investment Report: September 2025**

Recommendation:

The following report outlines the results of the City's investment activities for the Month of September 2025.

Issue:

This report provides an update of the City's investment activity through September 2025. 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 September was 3.18%. The managed portion of the portfolio had a weighted average yield of 3.73%, while the cash portion of the portfolio had a weighted average yield of 3.09%.

SMA ACCT	– $41,045,543.94	3.73%
FL SAFE	– $76,954,377.25	4.27%
FL SAFE Series 2018 Capital Improvements Bonds	– $3,828,770.79	4.27%
Florida Prime	– $88,851,885.35	4.39%
TD Concentration ACCT	– $68,261,391.14	0.00%

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least $15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in FLSAFE, Florida Prime and at TD Bank on September 30, 2025, was $234,067,653.74. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,828,770.79 in FLSAFE, bringing total liquidity to $237,896,424.53. The managed portfolio with Chandler Asset Management held $41,045,543.94. The total of all portfolios was $278,941,968.47.

Investment Activity – September 2025

Investment Maturities/Calls/Sold:
There was one Treasury that matured in the amount of $950,000. No security was sold. No security was called.

Investment Purchases:
One U.S. Treasury security was purchased in September in amount of $750,000.

Economic Summary

Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflation pressures have eased, though core levels remain above the Federal Reserve's target, while tariffs continue to cloud forecasts. Signs of a softer labor market are emerging, prompting expectations that the Fed will move cautiously toward policy normalization. Given the economic outlook, we expect gradual normalization of monetary policy and a steeper yield curve.

The Federal Reserve lowered the Federal Funds Rate a quarter percentage point to the range of 4.00 – 4.25% upon conclusion of the September Federal Open Market Committee meeting. The move was telegraphed by the Fed and in line with market expectations. Stephen Miran was the only opposing vote in the 11-1 decision as Governor Miran called for a larger 50 basis point rate cut. Chair Powell said concerns over signs of a softening labor market prompted the policy shift. Policymakers also updated their economic forecasts penciling in two additional quarter-point cuts through year-end.

The US Treasury yield curve flattened in September, as the 2-year Treasury yield declined 13 basis points to 3.57%, the 5-year Treasury also down 13 basis points to 3.66%, and the 10-year Treasury yield declined 14 basis points to 4.12. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was 14 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

Employment

The U.S. economy added just 22,000 jobs in August, falling short of consensus expectations and punctuating the softening trend in the labor market. The three-month moving average and six-month moving average payrolls totaled 29,000 and 64,000 respectively. The unemployment rate rose to 4.3% in August from 4.2% in July. The labor participation rate inched up to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons jumped to 8.1% in August from 7.9% in July. Average hourly earnings fell to 3.7% year-over-year from 3.9% last month.

Inflation

In August, the Consumer Price Index (CPI) increased more than expected at 0.4% month-over-month and 2.9% year-over-year, while the Core CPI rose 0.3% month-over-month and 3.1% year-over-year. Core Services components, such as medical care services and auto insurance, led the increase. The Personal Consumption Expenditures (PCE) price index rose 0.3% month-over-month and 2.7% year-over-year in August. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, was up 0.2% from July leaving it unchanged at 2.9% on an annual basis in August.

Housing

Housing starts dropped 8.5% in August to 1.307 million units, marking a pullback amid elevated inventory levels and a softening labor market. Single-family starts fell 7.0% in August to 890,000 units, hitting their lowest level since July 2024. The S&P Cotality Case Shiller 20-City Home Price Index recorded a 0.07% month-over-month decline in July, marking the fifth consecutive month of losses, while still posting a modest year-over-year gain of 1.8%. Persistently high asking prices and elevated mortgage rates have continued to challenge affordability, contributing to the recent cooling across the housing market. However, the Freddie Mac 30-year fixed mortgage rate continued recent declines to 6.3% as of September.

GDP

In a sharp rebound from the first quarter, real GDP increased at an annualized rate of 3.8% in the second quarter of 2025 according to the final data revision from the Bureau of Economic Analysis. The increase in real GDP in the second quarter was driven by the drop in imports following the significant rise in the first quarter in anticipation of higher tariffs and an increase in consumer spending. The consensus projection calls for 1.7% growth for the third quarter and 1.8% for the full year 2025.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Tamarac | Account #11314 | As of September 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

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

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Tamarac | Account #11314 | As of September 30, 2025

Portfolio Characteristics

Average Modified Duration	1.76
Average Coupon	3.51%
Average Purchase YTM	3.73%
Average Market YTM	3.80%
Average Credit Quality*	AA+
Average Final Maturity	2.01
Average Life	1.80

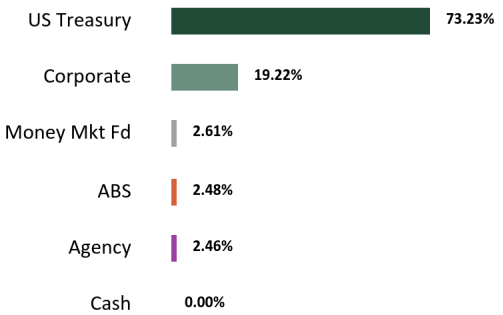
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	40,615,606.47	40,724,195.79
Accrued Interest	304,735.10	321,348.15
Total Market Value	**40,920,341.57**	**41,045,543.94**
Income Earned	99,932.12	143,048.35
Cont/WD	4,000,000.00	0.00
Par	40,626,517.57	40,724,739.25
Book Value	40,456,217.32	40,559,877.03
Cost Value	40,385,019.81	40,493,005.16

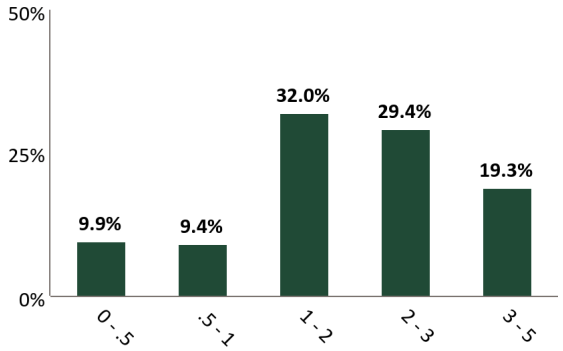
Top Issuers

United States	73.23%
First American Govt Oblig fund	2.61%
Bank of America Corporation	1.60%
Morgan Stanley	1.59%
JPMorgan Chase & Co.	1.59%
BNY Mellon Corp	1.25%
Wells Fargo & Company	1.24%
American Express Credit Master Trust	1.24%

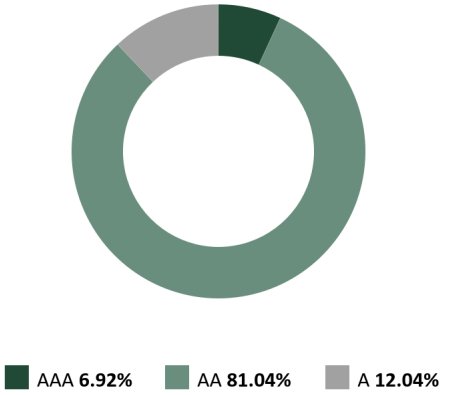
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	0.31%	1.20%	4.18%	--	--	--	--	--	--
Benchmark Return	0.31%	1.12%	3.93%	--	--	--	--	--	--

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

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE-BACKED SECURITIES				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	10.0	2.5	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	20.0	19.2	Compliant	
Max % Issuer (MV)	5.0	1.6	Compliant	
Max Maturity (Years)	5.0	3.8	Compliant	
Min Rating (A- by 2 or AA- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
FEDERAL AGENCIES (NON-FULL FAITH & CREDIT)				
Max % (MV)	75.0	2.5	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5.0	1.0	Compliant	

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	2.6	Compliant	
Min Rating (AAA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	3.0	0.0	Compliant	
Min Rating (Aa2 by Moody's or AA by S&P)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	100.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	73.2	Compliant	
Max Maturity (Years)	5.0	3.8	Compliant	

RECONCILIATION SUMMARY

City of Tamarac | Account #11314 | As of September 30, 2025

Maturities / Calls

Month to Date	**(950,000.00)**
Fiscal Year to Date	**(5,375,000.00)**

Principal Paydowns

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

Purchases

Month to Date	**1,800,196.49**
Fiscal Year to Date	**52,696,659.84**

Sales

Month to Date	**(732,776.92)**
Fiscal Year to Date	**(32,452,072.22)**

Interest Received

Month to Date	**119,034.38**
Fiscal Year to Date	**1,036,515.78**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**(150,729.23)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2024)
Beginning Book Value	40,456,217.32	25,653,132.47
Maturities/Calls	(950,000.00)	(5,375,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,800,196.49	52,696,659.84
Sales	(732,776.92)	(32,452,072.22)
Change in Cash, Payables, Receivables	(21,160.78)	(51,671.46)
Amortization/Accretion	7,400.92	86,908.82
Realized Gain (Loss)	0.00	1,919.58
Ending Book Value	40,559,877.03	40,559,877.03

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2024)
Beginning Market Value	40,615,606.47	25,368,883.56
Maturities/Calls	(950,000.00)	(5,375,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,800,196.49	52,696,659.84
Sales	(732,776.92)	(32,452,072.22)
Change in Cash, Payables, Receivables	(21,160.78)	(51,671.46)
Amortization/Accretion	7,400.92	86,908.82
Change in Net Unrealized Gain (Loss)	4,929.61	448,567.67
Realized Gain (Loss)	0.00	1,919.58
Ending Market Value	40,724,195.79	40,724,195.79

City of Tamarac | Account #11314 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	500,000.00	08/12/2025 4.02%	503,183.59 502,986.87	100.83 3.90%	504,130.60 953.33	1.24% 1,143.73	Aaa/AAA NA	4.04 1.92
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	500,000.00	08/12/2025 3.98%	504,414.06 504,211.45	101.07 3.93%	505,366.70 955.56	1.24% 1,155.25	NA/AAA AAA	4.79 2.58
Total ABS		**1,000,000.00**	**4.00%**	**1,007,597.65** **1,007,198.32**	**100.95** **3.91%**	**1,009,497.30** **1,908.89**	**2.48%** **2,298.98**		**4.42** **2.25**
AGENCY									
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 498,931.41	99.82 3.68%	499,100.66 8,701.39	1.23% 169.24	Aa1/AA+ AA+	1.01 0.96
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,690.03	100.36 3.64%	501,810.20 9,555.56	1.23% 2,120.17	Aa1/AA+ AA+	1.02 0.98
Total Agency		**1,000,000.00**	**3.89%**	**997,279.50** **998,621.45**	**100.09** **3.66%**	**1,000,910.86** **18,256.94**	**2.46%** **2,289.41**		**1.02** **0.97**
CASH									
CCYUSD	Receivable	1,334.43	--	1,334.43 1,334.43	1.00 0.00%	1,334.43 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,334.43**		**1,334.43** **1,334.43**	**1.00** **0.00%**	**1,334.43** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	375,000.00	01/24/2022 1.56%	395,062.50 375,000.00	99.90 4.25%	374,607.61 4,817.71	0.92% (392.39)	Aaa/AAA NA	0.09 0.09
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 378,031.05	99.49 3.73%	373,077.28 2,636.98	0.92% (4,953.77)	Aa2/AA AA	0.77 0.75
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 375,715.74	98.38 3.81%	368,934.27 427.08	0.91% (6,781.47)	Aaa/AA+ NA	0.95 0.92
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 351,127.47	100.29 4.10%	351,014.96 7,528.89	0.86% (112.51)	A3/A- NA	1.01 0.96
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	500,000.00	01/14/2025 4.59%	499,165.00 499,464.54	100.75 3.88%	503,748.12 5,250.00	1.24% 4,283.58	A2/A A+	1.27 1.21
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	500,000.00	01/14/2025 4.69%	499,145.00 499,451.29	100.88 3.88%	504,377.72 5,302.78	1.24% 4,926.43	A1/A+ A+	1.27 1.21

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 348,026.98	99.56 3.80%	348,460.57 6,125.00	0.86% 433.59	A2/A NA	1.50 1.45
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 352,465.71	100.66 3.81%	352,293.61 3,103.33	0.87% (172.11)	A1/A A+	1.79 1.70
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	350,000.00	10/22/2024 4.42%	345,670.50 347,117.89	99.90 4.00%	349,649.63 1,766.53	0.86% 2,531.74	A3/A- NA	1.87 1.78
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 351,130.56	100.36 3.93%	351,248.57 600.83	0.86% 118.01	A2/A- A	1.96 1.79
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 343,973.13	98.04 3.96%	343,152.30 4,760.97	0.84% (820.83)	A2/A+ A	2.04 1.93
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 343,692.96	98.35 3.87%	344,213.77 4,032.78	0.85% 520.81	A2/A NA	2.13 2.01
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,951.79	100.11 4.75%	350,380.60 6,589.82	0.86% 428.81	A1/A- A+	2.56 1.46
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 350,781.01	100.25 4.74%	350,864.75 6,514.52	0.86% 83.74	A1/A AA-	2.57 1.48
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 350,764.70	100.36 4.74%	351,261.39 6,551.84	0.86% 496.68	A1/A- AA-	2.57 1.48
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	01/14/2025 4.83%	500,710.00 500,509.47	101.49 4.35%	507,441.67 4,754.17	1.25% 6,932.20	Aa3/A AA-	2.81 1.70
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	500,000.00	01/14/2025 5.12%	496,335.00 497,365.66	101.18 4.81%	505,901.68 4,407.33	1.24% 8,536.02	A1/BBB+ A+	2.82 1.71
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	300,000.00	08/12/2025 4.60%	294,810.00 295,011.99	98.68 4.43%	296,047.94 1,988.43	0.73% 1,035.94	A1/A AA-	3.31 2.18
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	300,000.00	08/12/2025 4.69%	296,202.00 296,349.70	99.13 4.52%	297,399.60 2,106.03	0.73% 1,049.90	A1/A- A+	3.32 2.18
91159HJK7	US BANCORP 4.653 02/01/2029	300,000.00	06/05/2025 4.58%	300,501.00 300,440.57	101.11 4.50%	303,318.67 2,326.50	0.74% 2,878.10	A3/A A	3.34 2.18
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	300,000.00	08/12/2025 4.26%	300,051.00 300,048.68	100.35 4.49%	301,038.17 2,420.23	0.74% 989.50	A1/A- AA-	3.81 2.61
Total Corporate		**7,825,000.00**	**3.98%**	**7,842,195.75 7,806,420.88**	**100.05 4.20%**	**7,828,432.85 84,011.77**	**19.22% 22,011.97**		**2.03 1.52**
MONEY MARKET FUND									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
31846V203	FIRST AMER:GVT OBLG Y	1,063,404.82	-- 3.73%	1,063,404.82 1,063,404.82	1.00 3.73%	1,063,404.82 0.00	2.61% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,063,404.82**	**3.73%**	**1,063,404.82 1,063,404.82**	**1.00 3.73%**	**1,063,404.82 0.00**	**2.61% 0.00**		**0.00 0.00**
US TREASURY									
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	950,000.00	08/04/2021 0.57%	937,494.14 949,757.32	99.68 4.14%	946,997.57 993.89	2.33% (2,759.75)	Aa1/AA+ AA+	0.08 0.08
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00	09/26/2024 3.82%	501,015.63 500,171.56	100.00 3.94%	500,014.65 5,901.64	1.23% (156.91)	Aa1/AA+ AA+	0.21 0.20
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00	08/04/2021 0.61%	646,699.22 649,702.81	98.61 3.90%	640,981.25 278.31	1.57% (8,721.56)	Aa1/AA+ AA+	0.41 0.41
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00	10/03/2024 3.80%	488,867.19 496,289.06	99.23 3.83%	496,132.81 30.91	1.22% (156.25)	Aa1/AA+ AA+	0.50 0.49
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021 0.63%	653,529.30 650,431.20	98.25 3.82%	638,614.84 2,040.08	1.57% (11,816.36)	Aa1/AA+ AA+	0.58 0.57
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00	10/22/2024 4.11%	496,386.72 498,564.85	99.86 3.84%	499,314.46 6,846.13	1.23% 749.61	Aa1/AA+ AA+	0.62 0.60
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00	09/26/2024 3.67%	503,710.94 501,523.50	100.23 3.78%	501,160.16 6,086.07	1.23% (363.35)	Aa1/AA+ AA+	0.71 0.68
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00	10/22/2024 4.09%	502,382.81 501,117.63	100.48 3.78%	502,398.44 3,685.46	1.23% 1,280.80	Aa1/AA+ AA+	0.83 0.81
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024 3.72%	500,292.97 500,140.59	100.00 3.74%	500,015.63 1,605.66	1.23% (124.97)	Aa1/AA+ AA+	0.92 0.89
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022 2.08%	426,550.78 444,851.92	97.24 3.72%	437,565.24 10.82	1.07% (7,286.68)	Aa1/AA+ AA+	1.00 0.98
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00	11/05/2024 4.23%	498,984.38 499,445.90	100.43 3.71%	502,148.44 8,631.11	1.23% 2,702.54	Aa1/AA+ AA+	1.08 1.03
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024 3.61%	483,632.81 491,385.69	98.12 3.73%	490,585.94 3,777.17	1.20% (799.75)	Aa1/AA+ AA+	1.13 1.09
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024 4.22%	501,542.97 500,882.84	100.78 3.70%	503,906.25 6,454.92	1.24% 3,023.41	Aa1/AA+ AA+	1.21 1.15
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022 1.36%	830,564.06 833,888.58	97.03 3.71%	810,178.32 2,637.74	1.99% (23,710.26)	Aa1/AA+ AA+	1.25 1.22

City of Tamarac | Account #11314 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024 4.01%	499,843.75 499,909.59	100.38 3.70%	501,875.00 4,239.13	1.23% 1,965.41	Aa1/AA+ AA+	1.29 1.24
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	1,000,000.00	01/28/2025 4.19%	998,671.88 999,113.98	100.54 3.70%	1,005,390.62 6,949.73	2.47% 6,276.64	Aa1/AA+ AA+	1.34 1.28
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 490,796.76	98.09 3.69%	490,449.22 1,436.82	1.20% (347.54)	Aa1/AA+ AA+	1.38 1.33
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 493,221.12	98.31 3.67%	491,562.50 34.34	1.21% (1,658.62)	Aa1/AA+ AA+	1.50 1.45
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 502,105.23	101.23 3.67%	506,171.88 10,389.34	1.24% 4,066.65	Aa1/AA+ AA+	1.54 1.45
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 490,801.69	97.99 3.66%	489,960.94 4,485.39	1.20% (840.75)	Aa1/AA+ AA+	1.62 1.56
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	1,000,000.00	01/28/2025 4.20%	1,009,414.06 1,006,753.80	101.59 3.65%	1,015,898.44 13,647.54	2.49% 9,144.64	Aa1/AA+ AA+	1.71 1.61
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 498,383.60	99.35 3.63%	496,757.81 4,106.66	1.22% (1,625.79)	Aa1/AA+ AA+	1.75 1.67
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 487,437.31	98.44 3.64%	492,187.50 2,316.58	1.21% 4,750.19	Aa1/AA+ AA+	1.83 1.76
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 490,291.96	99.07 3.63%	495,371.10 1,338.05	1.22% 5,079.13	Aa1/AA+ AA+	1.92 1.84
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 992,080.01	99.54 3.62%	995,390.62 1,491.71	2.44% 3,310.61	Aa1/AA+ AA+	1.96 1.87
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 499,037.49	100.49 3.62%	502,460.94 8,946.38	1.23% 3,423.45	Aa1/AA+ AA+	2.04 1.91
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 499,239.71	101.02 3.62%	505,097.66 7,790.42	1.24% 5,857.95	Aa1/AA+ AA+	2.13 1.99
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	1,000,000.00	01/14/2025 4.46%	987,656.25 990,660.98	100.82 3.61%	1,008,203.12 11,803.28	2.48% 17,542.14	Aa1/AA+ AA+	2.21 2.07
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/28/2025 4.24%	1,000,312.50 1,000,241.67	101.36 3.62%	1,013,632.81 9,008.15	2.49% 13,391.14	Aa1/AA+ AA+	2.29 2.15
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	600,000.00	04/08/2025 3.79%	607,359.38 606,123.40	101.42 3.62%	608,507.81 3,256.79	1.49% 2,384.41	Aa1/AA+ AA+	2.38 2.23
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	1,000,000.00	01/14/2025 4.49%	904,335.94 925,494.77	94.39 3.62%	943,906.25 34.34	2.32% 18,411.48	Aa1/AA+ AA+	2.50 2.42
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	500,000.00	04/08/2025 3.81%	495,488.28 496,195.13	99.71 3.62%	498,554.69 7,323.37	1.22% 2,359.56	Aa1/AA+ AA+	2.58 2.41

City of Tamarac | Account #11314 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	1,100,000.00	05/13/2025 3.96%	1,093,597.66 1,094,409.64	100.32 3.62%	1,103,523.43 15,580.84	2.71% 9,113.80	Aa1/AA+ AA+	2.62 2.44
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 497,851.92	100.98 3.62%	504,902.35 5,054.35	1.24% 7,050.42	Aa1/AA+ AA+	2.75 2.56
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	750,000.00	07/09/2025 3.84%	750,673.83 750,625.88	100.65 3.63%	754,863.29 6,159.99	1.85% 4,237.41	Aa1/AA+ AA+	2.79 2.60
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	750,000.00	09/11/2025 3.47%	748,037.11 748,065.77	99.32 3.62%	744,902.34 1,118.78	1.83% (3,163.43)	Aa1/AA+ AA+	2.96 2.78
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	1,000,000.00	01/14/2025 4.54%	1,002,812.50 1,002,274.51	102.81 3.63%	1,028,125.00 127.06	2.52% 25,850.49	Aa1/AA+ AA+	3.00 2.79
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	1,000,000.00	01/28/2025 4.30%	1,002,695.31 1,002,223.97	102.16 3.64%	1,021,601.56 14,702.87	2.51% 19,377.59	Aa1/AA+ AA+	3.17 2.90
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 493,416.43	100.32 3.64%	501,582.03 4,738.45	1.23% 8,165.60	Aa1/AA+ AA+	3.25 3.01
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,150,000.00	08/12/2025 3.75%	1,159,343.75 1,158,982.39	101.08 3.65%	1,162,443.36 7,750.00	2.85% 3,460.97	Aa1/AA+ AA+	3.34 3.08
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	1,000,000.00	06/05/2025 3.94%	1,006,562.50 1,006,011.70	101.52 3.66%	1,015,234.38 113.32	2.49% 9,222.68	Aa1/AA+ AA+	3.50 3.23
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	750,000.00	07/09/2025 3.89%	732,480.47 733,482.62	98.50 3.68%	738,779.30 6,159.99	1.81% 5,296.67	Aa1/AA+ AA+	3.75 3.46
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,200,000.00	08/12/2025 3.77%	1,209,843.75 1,209,510.64	101.11 3.69%	1,213,265.63 8,086.96	2.98% 3,754.99	Aa1/AA+ AA+	3.83 3.50
Total US Treasury		**29,835,000.00**	**3.65%**	**29,581,193.01 29,682,897.13**	**99.98 3.69%**	**29,820,615.53 217,170.55**	**73.23% 137,718.41**		**2.02 1.90**
Total Portfolio		**40,724,739.25**	**3.73%**	**40,493,005.16 40,559,877.03**	**97.43 3.80%**	**40,724,195.79 321,348.15**	**100.00% 164,318.77**		**2.01 1.76**
Total Market Value + Accrued						**41,045,543.94**			

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2025	31846V203	18,812.50	FIRST AMER:GVT OBLG Y	1.000	3.90%	(18,812.50)	0.00	(18,812.50)	0.00
Purchase	09/03/2025	31846V203	3,682.71	FIRST AMER:GVT OBLG Y	1.000	3.90%	(3,682.71)	0.00	(3,682.71)	0.00
Purchase	09/11/2025	31846V203	3,843.75	FIRST AMER:GVT OBLG Y	1.000	3.93%	(3,843.75)	0.00	(3,843.75)	0.00
Purchase	09/15/2025	31846V203	3,579.17	FIRST AMER:GVT OBLG Y	1.000	3.93%	(3,579.17)	0.00	(3,579.17)	0.00
Purchase	09/15/2025	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028	99.738	3.47%	(748,037.11)	0.00	(748,037.11)	0.00
Purchase	09/16/2025	31846V203	7,210.00	FIRST AMER:GVT OBLG Y	1.000	3.93%	(7,210.00)	0.00	(7,210.00)	0.00
Purchase	09/30/2025	31846V203	1,015,031.25	FIRST AMER:GVT OBLG Y	1.000	3.73%	(1,015,031.25)	0.00	(1,015,031.25)	0.00
Total Purchase			**1,802,159.38**				**(1,800,196.49)**	**0.00**	**(1,800,196.49)**	**0.00**
TOTAL ACQUISITIONS			**1,802,159.38**				**(1,800,196.49)**	**0.00**	**(1,800,196.49)**	**0.00**
DISPOSITIONS										
Maturity	09/30/2025	91282CAM3	(950,000.00)	UNITED STATES TREASURY 0.25 09/30/2025	100.000	0.55%	950,000.00	0.00	950,000.00	0.00
Total Maturity			**(950,000.00)**				**950,000.00**	**0.00**	**950,000.00**	**0.00**
Sale	09/08/2025	31846V203	(1,614.81)	FIRST AMER:GVT OBLG Y	1.000	3.93%	1,614.81	0.00	1,614.81	0.00
Sale	09/15/2025	31846V203	(731,162.11)	FIRST AMER:GVT OBLG Y	1.000	3.93%	731,162.11	0.00	731,162.11	0.00
Total Sale			**(732,776.92)**				**732,776.92**	**0.00**	**732,776.92**	**0.00**
TOTAL DISPOSITIONS			**(1,682,776.92)**				**1,682,776.92**	**0.00**	**1,682,776.92**	**0.00**
OTHER TRANSACTIONS										
Coupon	09/11/2025	037833DN7	0.00	APPLE INC 2.05 09/11/2026		1.79%	3,843.75	0.00	3,843.75	0.00
Coupon	09/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.02%	1,787.50	0.00	1,787.50	0.00
Coupon	09/15/2025	02582JKV1	0.00	AMXCA 2025-4 A 4.3 07/15/2030		3.98%	1,791.67	0.00	1,791.67	0.00

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/15/2025	91282CLL3	0.00	UNITED STATES TREASURY 3.375 09/15/2027		3.81%	16,875.00	0.00	16,875.00	0.00
Coupon	09/16/2025	63743HFT4	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		3.94%	7,210.00	0.00	7,210.00	0.00
Coupon	09/30/2025	91282CJA0	0.00	UNITED STATES TREASURY 4.625 09/30/2028		4.54%	23,125.00	0.00	23,125.00	0.00
Coupon	09/30/2025	91282CBS9	0.00	UNITED STATES TREASURY 1.25 03/31/2028		4.49%	6,250.00	0.00	6,250.00	0.00
Coupon	09/30/2025	91282CKG5	0.00	UNITED STATES TREASURY 4.125 03/31/2029		3.94%	20,625.00	0.00	20,625.00	0.00
Coupon	09/30/2025	9128286L9	0.00	UNITED STATES TREASURY 2.25 03/31/2026		3.80%	5,625.00	0.00	5,625.00	0.00
Coupon	09/30/2025	91282CEF4	0.00	UNITED STATES TREASURY 2.5 03/31/2027		3.45%	6,250.00	0.00	6,250.00	0.00
Coupon	09/30/2025	91282CCZ2	0.00	UNITED STATES TREASURY 0.875 09/30/2026		2.08%	1,968.75	0.00	1,968.75	0.00
Coupon	09/30/2025	91282CAM3	0.00	UNITED STATES TREASURY 0.25 09/30/2025		0.55%	1,187.50	0.00	1,187.50	0.00
Total Coupon			**0.00**				**96,539.17**	**0.00**	**96,539.17**	**0.00**
Dividend	09/30/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.76%	1,334.43	0.00	1,334.43	0.00
Total Dividend			**0.00**				**1,334.43**	**0.00**	**1,334.43**	**0.00**
Management Fee	09/08/2025	CCYUSD	(1,614.81)	Cash		0.00%	(1,614.81)	0.00	(1,614.81)	0.00
Total Management Fee			**(1,614.81)**				**(1,614.81)**	**0.00**	**(1,614.81)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,614.81)**				**96,258.79**	**0.00**	**96,258.79**	**0.00**

INCOME EARNED

City of Tamarac | Account #11314 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	1,063,404.82	744,022.36 1,052,159.38 (732,776.92) 1,063,404.82	0.00 3,682.71 0.00 3,682.71	0.00 0.00 0.00 3,682.71	3,682.71
CCYUSD	Receivable	1,334.43	22,495.21 0.00 0.00 1,334.43	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,064,739.25**	**766,517.57** **1,052,159.38** **(732,776.92)** **1,064,739.25**	**0.00** **3,682.71** **0.00** **3,682.71**	**0.00** **0.00** **0.00** **3,682.71**	**3,682.71**
FIXED INCOME						
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	08/12/2025 08/13/2025 500,000.00	504,335.31 0.00 0.00 504,211.45	955.56 1,791.67 955.56 1,791.67	0.00 (123.87) (123.87) 1,667.80	1,667.80
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	351,219.14 0.00 0.00 351,127.47	6,245.56 0.00 7,528.89 1,283.33	0.00 (91.66) (91.66) 1,191.67	1,191.67
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	375,791.62 0.00 0.00 375,715.74	3,630.21 3,843.75 427.08 640.63	0.00 (75.87) (75.87) 564.75	564.75
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/12/2025 08/13/2025 300,000.00	300,050.10 0.00 0.00 300,048.68	1,352.48 0.00 2,420.23 1,067.75	0.00 (1.42) (1.42) 1,066.33	1,066.33
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	350,804.74 0.00 0.00 350,764.70	5,275.51 0.00 6,551.84 1,276.33	0.00 (40.04) (40.04) 1,236.30	1,236.30

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	01/14/2025 01/15/2025 500,000.00	500,532.69 0.00 0.00 500,509.47	2,716.67 0.00 4,754.17 2,037.50	0.00 (23.23) (23.23) 2,014.27	2,014.27
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	01/14/2025 01/15/2025 500,000.00	499,429.84 0.00 0.00 499,464.54	3,375.00 0.00 5,250.00 1,875.00	34.70 0.00 34.70 1,909.70	1,909.70
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	352,579.16 0.00 0.00 352,465.71	1,878.33 0.00 3,103.33 1,225.00	0.00 (113.45) (113.45) 1,111.55	1,111.55
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,665.10 0.00 0.00 499,690.03	7,888.89 0.00 9,555.56 1,666.67	24.93 0.00 24.93 1,691.60	1,691.60
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	498,843.82 0.00 0.00 498,931.41	7,243.06 0.00 8,701.39 1,458.33	87.59 0.00 87.59 1,545.92	1,545.92
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	347,918.77 0.00 0.00 348,026.98	5,104.17 0.00 6,125.00 1,020.83	108.21 0.00 108.21 1,129.04	1,129.04
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	08/12/2025 08/13/2025 300,000.00	294,888.32 0.00 0.00 295,011.99	1,111.18 0.00 1,988.43 877.25	123.67 0.00 123.67 1,000.92	1,000.92
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	350,821.97 0.00 0.00 350,781.01	5,253.65 0.00 6,514.52 1,260.88	0.00 (40.96) (40.96) 1,219.91	1,219.91
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	01/24/2022 01/26/2022 375,000.00	375,000.00 0.00 0.00 375,000.00	3,841.15 0.00 4,817.71 976.56	0.00 0.00 0.00 976.56	976.56

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	08/12/2025 08/13/2025 300,000.00	296,259.27 0.00 0.00 296,349.70	1,163.03 0.00 2,106.03 943.00	90.43 0.00 90.43 1,033.43	1,033.43
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,949.23 0.00 0.00 349,951.79	5,361.90 0.00 6,589.82 1,227.92	2.56 0.00 2.56 1,230.47	1,230.47
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	351,180.15 0.00 0.00 351,130.56	6,609.17 7,210.00 600.83 1,201.67	0.00 (49.59) (49.59) 1,152.08	1,152.08
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	10/22/2024 10/23/2024 350,000.00	346,991.29 0.00 0.00 347,117.89	614.44 0.00 1,766.53 1,152.08	126.59 0.00 126.59 1,278.68	1,278.68
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	01/14/2025 01/15/2025 500,000.00	499,415.81 0.00 0.00 499,451.29	3,386.11 0.00 5,302.78 1,916.67	35.48 0.00 35.48 1,952.14	1,952.14
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	343,448.82 0.00 0.00 343,692.96	3,143.19 0.00 4,032.78 889.58	244.14 0.00 244.14 1,133.73	1,133.73
91159HJK7	US BANCORP 4.653 02/01/2029	06/05/2025 06/06/2025 300,000.00	300,456.06 0.00 0.00 300,440.57	1,163.25 0.00 2,326.50 1,163.25	0.00 (15.49) (15.49) 1,147.76	1,147.76
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	10/03/2024 10/04/2024 500,000.00	495,673.99 0.00 0.00 496,289.06	4,733.61 5,625.00 30.91 922.30	615.07 0.00 615.07 1,537.37	1,537.37
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	490,755.37 0.00 0.00 491,385.69	2,961.96 0.00 3,777.17 815.22	630.32 0.00 630.32 1,445.53	1,445.53

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	490,246.77 0.00 0.00 490,796.76	519.70 0.00 1,436.82 917.12	549.99 0.00 549.99 1,467.11	1,467.11
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	490,334.78 0.00 0.00 490,801.69	3,517.32 0.00 4,485.39 968.07	466.92 0.00 466.92 1,434.99	1,434.99
91282CAM3	UNITED STATES TREASURY 0.25 09/30/2025	08/04/2021 08/06/2021 0.00	949,775.53 0.00 (950,000.00) 0.00	999.32 1,187.50 0.00 188.18	224.47 0.00 224.47 412.65	412.65
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	08/04/2021 08/06/2021 950,000.00	949,514.65 0.00 0.00 949,757.32	800.27 0.00 993.89 193.61	242.68 0.00 242.68 436.29	436.29
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 650,000.00	649,643.37 0.00 0.00 649,702.81	8.98 1,625.00 278.31 1,894.34	59.44 0.00 59.44 1,953.77	1,953.77
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	01/14/2025 01/15/2025 1,000,000.00	923,043.94 0.00 0.00 925,494.77	5,259.56 6,250.00 34.34 1,024.78	2,450.83 0.00 2,450.83 3,475.61	3,475.61
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	650,492.51 0.00 0.00 650,431.20	1,642.66 0.00 2,040.08 397.42	0.00 (61.31) (61.31) 336.11	336.11
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	444,427.63 0.00 0.00 444,851.92	1,656.76 1,968.75 10.82 322.81	424.29 0.00 424.29 747.10	747.10
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	833,815.46 0.00 0.00 833,888.58	1,786.85 0.00 2,637.74 850.88	73.12 0.00 73.12 924.00	924.00

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	492,848.65 0.00 0.00 493,221.12	5,259.56 6,250.00 34.34 1,024.78	372.47 0.00 372.47 1,397.24	1,397.24
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	07/09/2025 07/10/2025 750,000.00	733,120.40 0.00 0.00 733,482.62	4,172.89 0.00 6,159.99 1,987.09	362.22 0.00 362.22 2,349.32	2,349.32
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	498,307.47 0.00 0.00 498,383.60	2,781.93 0.00 4,106.66 1,324.73	76.13 0.00 76.13 1,400.85	1,400.85
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	486,873.12 0.00 0.00 487,437.31	1,195.65 0.00 2,316.58 1,120.92	564.19 0.00 564.19 1,685.12	1,685.12
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	489,875.31 0.00 0.00 490,291.96	43.16 7,812.50 1,338.05 9,107.39	416.65 0.00 416.65 9,524.04	9,524.04
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	09/26/2024 09/27/2024 500,000.00	500,240.18 0.00 0.00 500,171.56	4,262.30 0.00 5,901.64 1,639.34	0.00 (68.62) (68.62) 1,570.72	1,570.72
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	04/08/2025 04/09/2025 500,000.00	496,073.96 0.00 0.00 496,195.13	5,896.74 0.00 7,323.37 1,426.63	121.17 0.00 121.17 1,547.80	1,547.80
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	10/22/2024 10/23/2024 500,000.00	498,374.34 0.00 0.00 498,564.85	5,368.55 0.00 6,846.13 1,477.58	190.51 0.00 190.51 1,668.09	1,668.09
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	09/26/2024 09/27/2024 500,000.00	501,701.34 0.00 0.00 501,523.50	4,395.49 0.00 6,086.07 1,690.57	0.00 (177.84) (177.84) 1,512.73	1,512.73

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	497,787.67 0.00 0.00 497,851.92	3,423.91 0.00 5,054.35 1,630.43	64.25 0.00 64.25 1,694.68	1,694.68
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	01/14/2025 01/15/2025 1,000,000.00	1,002,336.83 0.00 0.00 1,002,274.51	19,460.38 23,125.00 127.06 3,791.68	0.00 (62.32) (62.32) 3,729.36	3,729.36
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	01/28/2025 01/29/2025 1,000,000.00	1,002,281.68 0.00 0.00 1,002,223.97	11,116.80 0.00 14,702.87 3,586.07	0.00 (57.72) (57.72) 3,528.35	3,528.35
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	500,943.04 0.00 0.00 500,882.84	4,661.89 0.00 6,454.92 1,793.03	0.00 (60.19) (60.19) 1,732.84	1,732.84
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	493,250.04 0.00 0.00 493,416.43	3,209.92 0.00 4,738.45 1,528.53	166.39 0.00 166.39 1,694.92	1,694.92
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,903.83 0.00 0.00 499,909.59	2,608.70 0.00 4,239.13 1,630.43	5.76 0.00 5.76 1,636.19	1,636.19
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	08/12/2025 08/13/2025 1,150,000.00	1,159,203.63 0.00 0.00 1,158,982.39	4,000.00 0.00 7,750.00 3,750.00	0.00 (221.24) (221.24) 3,528.76	3,528.76
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	06/05/2025 06/06/2025 1,000,000.00	1,006,152.93 0.00 0.00 1,006,011.70	17,356.56 20,625.00 113.32 3,381.77	0.00 (141.23) (141.23) 3,240.54	3,240.54
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	502,217.80 0.00 0.00 502,105.23	8,545.08 0.00 10,389.34 1,844.26	0.00 (112.58) (112.58) 1,731.68	1,731.68

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	01/28/2025 01/29/2025 1,000,000.00	1,007,079.55 0.00 0.00 1,006,753.80	9,856.56 0.00 13,647.54 3,790.98	0.00 (325.75) (325.75) 3,465.24	3,465.24
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	10/22/2024 10/23/2024 500,000.00	501,228.29 0.00 0.00 501,117.63	1,902.17 0.00 3,685.46 1,783.29	0.00 (110.66) (110.66) 1,672.63	1,672.63
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	08/12/2025 08/13/2025 1,200,000.00	1,209,714.58 0.00 0.00 1,209,510.64	4,173.91 0.00 8,086.96 3,913.04	0.00 (203.95) (203.95) 3,709.10	3,709.10
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,153.22 0.00 0.00 500,140.59	51.80 9,375.00 1,605.66 10,928.87	0.00 (12.63) (12.63) 10,916.24	10,916.24
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	991,747.24 0.00 0.00 992,080.01	15,591.03 16,875.00 1,491.71 2,775.68	332.77 0.00 332.77 3,108.45	3,108.45
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	498,998.68 0.00 0.00 499,037.49	7,358.27 0.00 8,946.38 1,588.11	38.81 0.00 38.81 1,626.93	1,626.93
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 500,000.00	499,403.81 0.00 0.00 499,445.90	6,949.73 0.00 8,631.11 1,681.39	42.08 0.00 42.08 1,723.47	1,723.47
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	499,210.28 0.00 0.00 499,239.71	6,109.04 0.00 7,790.42 1,681.39	29.43 0.00 29.43 1,710.82	1,710.82
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	01/14/2025 01/15/2025 1,000,000.00	990,312.94 0.00 0.00 990,660.98	8,524.59 0.00 11,803.28 3,278.69	348.04 0.00 348.04 3,626.73	3,626.73

INCOME EARNED

City of Tamarac | Account #11314 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	01/28/2025 01/29/2025 1,000,000.00	1,000,250.35 0.00 0.00 1,000,241.67	5,543.48 0.00 9,008.15 3,464.67	0.00 (8.67) (8.67) 3,456.00	3,456.00
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	01/28/2025 01/31/2025 1,000,000.00	999,059.40 0.00 0.00 999,113.98	3,586.96 0.00 6,949.73 3,362.77	54.58 0.00 54.58 3,417.35	3,417.35
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	04/08/2025 04/09/2025 600,000.00	606,335.28 0.00 0.00 606,123.40	1,177.99 0.00 3,256.79 2,078.80	0.00 (211.88) (211.88) 1,866.92	1,866.92
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	05/13/2025 05/15/2025 1,100,000.00	1,094,234.39 0.00 0.00 1,094,409.64	12,218.07 0.00 15,580.84 3,362.77	175.25 0.00 175.25 3,538.02	3,538.02
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	07/09/2025 07/15/2025 750,000.00	750,644.32 0.00 0.00 750,625.88	3,790.76 0.00 6,159.99 2,369.23	0.00 (18.44) (18.44) 2,350.78	2,350.78
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	09/11/2025 09/15/2025 750,000.00	0.00 748,037.11 0.00 748,065.77	0.00 0.00 1,118.78 1,118.78	28.66 0.00 28.66 1,147.44	1,147.44
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	343,730.11 0.00 0.00 343,973.13	3,900.56 0.00 4,760.97 860.42	243.02 0.00 243.02 1,103.44	1,103.44
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	08/12/2025 08/13/2025 500,000.00	503,107.31 0.00 0.00 502,986.87	953.33 1,787.50 953.33 1,787.50	0.00 (120.44) (120.44) 1,667.06	1,667.06
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	378,446.27 0.00 0.00 378,031.05	1,683.85 0.00 2,636.98 953.13	0.00 (415.21) (415.21) 537.91	537.91

INCOME EARNED

City of Tamarac | Account #11314 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	01/14/2025 01/15/2025 500,000.00	497,246.28 0.00 0.00 497,365.66	2,404.00 0.00 4,407.33 2,003.33	119.38 0.00 119.38 2,122.71	2,122.71
			39,689,699.75 **748,037.11** **(950,000.00)** **39,495,137.78**	**304,735.10** **115,351.67** **321,348.15** **131,964.72**	**10,367.18** **(2,966.26)** **7,400.92** **139,365.64**	**139,365.64**
Total Fixed Income		**39,660,000.00**				
			40,456,217.32 **1,800,196.49** **(1,682,776.92)** **40,559,877.03**	**304,735.10** **119,034.38** **321,348.15** **135,647.43**	**10,367.18** **(2,966.26)** **7,400.92** **143,048.35**	**143,048.35**
TOTAL PORTFOLIO		**40,724,739.25**				

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/01/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	1,334.43		1,334.43
10/01/2025	Coupon	369550BL1	0.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
10/02/2025	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
10/06/2025	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
10/09/2025	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
10/15/2025	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
10/15/2025	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
10/15/2025	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
10/15/2025	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
10/15/2025	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
10/20/2025	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
10/27/2025	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
10/27/2025	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
10/31/2025	Coupon	91282CAT8	950,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,187.50	1,187.50
10/31/2025	Final Maturity	91282CAT8	950,000.00	UNITED STATES TREASURY 0.25 10/31/2025	950,000.00		950,000.00
10/31/2025	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
10/31/2025	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
10/31/2025	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
October 2025 Total					**951,334.43**	**107,532.42**	**1,058,866.85**
NOVEMBER 2025							
11/03/2025	Coupon	594918BJ2	375,000.00	MICROSOFT CORP 3.125 11/03/2025		5,859.38	5,859.38
11/03/2025	Final Maturity	594918BJ2	375,000.00	MICROSOFT CORP 3.125 11/03/2025	375,000.00		375,000.00
11/17/2025	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
11/17/2025	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
11/17/2025	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
11/17/2025	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
11/17/2025	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50
11/17/2025	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
11/17/2025	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2025	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
November 2025 Total					**375,000.00**	**65,713.54**	**440,713.54**
DECEMBER 2025							
12/01/2025	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
12/15/2025	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
12/15/2025	Coupon	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025		10,000.00	10,000.00
12/15/2025	Final Maturity	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00		500,000.00
12/15/2025	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
12/15/2025	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
12/15/2025	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
12/15/2025	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
12/15/2025	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
12/31/2025	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
12/31/2025	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
12/31/2025	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
12/31/2025	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
12/31/2025	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
December 2025 Total					**500,000.00**	**144,735.42**	**644,735.42**
JANUARY 2026							
01/07/2026	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,250.00	11,250.00
01/08/2026	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,500.00	11,500.00
01/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
01/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
01/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
01/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
01/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
01/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
01/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
01/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
01/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
01/26/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
01/26/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
January 2026 Total						**126,752.17**	**126,752.17**
FEBRUARY 2026							
02/02/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
02/02/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
02/02/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
02/02/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
02/02/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
02/02/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
02/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
02/17/2026	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
02/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
02/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
02/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
February 2026 Total						**121,283.67**	**121,283.67**
MARCH 2026							
03/02/2026	Coupon	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
03/02/2026	Final Maturity	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00		650,000.00
03/02/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
03/02/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
03/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
03/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
03/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
03/16/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
03/16/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
03/31/2026	Coupon	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		5,625.00	5,625.00
03/31/2026	Final Maturity	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00		500,000.00
03/31/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
03/31/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
03/31/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
03/31/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
03/31/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
March 2026 Total					**1,150,000.00**	**126,820.42**	**1,276,820.42**
APRIL 2026							
04/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/06/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
04/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
04/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
04/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
04/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/27/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
04/30/2026	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2026	Final Maturity	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00		650,000.00
04/30/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
04/30/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
April 2026 Total					**650,000.00**	**106,344.92**	**756,344.92**
MAY 2026							
05/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
05/15/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2026	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50
05/15/2026	Final Maturity	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00		500,000.00
05/15/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
05/15/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
05/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
May 2026 Total					**500,000.00**	**59,854.17**	**559,854.17**
JUNE 2026							
06/01/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
06/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
06/15/2026	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
06/15/2026	Final Maturity	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00		500,000.00
06/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
06/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
06/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
06/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
06/30/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
06/30/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
June 2026 Total					**500,000.00**	**134,735.42**	**634,735.42**
JULY 2026							
07/07/2026	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,250.00	11,250.00
07/08/2026	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,500.00	11,500.00
07/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
07/08/2026	Final Maturity	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026	375,000.00		375,000.00
07/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
07/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
07/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
07/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
07/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
07/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
07/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
07/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
07/24/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
07/27/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
07/31/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
07/31/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
07/31/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
07/31/2026	Final Maturity	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00		500,000.00
07/31/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
07/31/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
July 2026 Total					**875,000.00**	**212,189.67**	**1,087,189.67**
AUGUST 2026							
08/03/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
08/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
08/17/2026	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
08/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
08/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
08/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
August 2026 Total						**35,846.17**	**35,846.17**
Grand Total			**83,070,000.00**		**5,501,334.43**	**1,241,807.96**	**6,743,142.39**

IMPORTANT DISCLOSURES

City of Tamarac | Account #11314 | As of September 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

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

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

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

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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

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

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

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	250th Anniversary of the United States Postal Service Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_cc100776-e732-4c4b-8877-cf167f4bbdc5_pdfa.pdf
250th Anniversary of the United States Postal Service for 12-10-2025.docx

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 12/10/2025

Agenda Item Title:
250th Anniversary of the United States Postal Service Proclamation

Item Description:
250th Anniversary of the United States Postal Service Proclamation

Proclamation Request

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

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

eSigned via GovOS.com

Michelle J. Gomez

Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Mayor Michelle J. Gómez

WHEREAS, *2025 is the year of the 250th Anniversary of the creation of the United States Post Office, the predecessor of the modern Postal Service, one year earlier than the founding of the country itself, and later enshrined in the U.S. Constitution; and*

WHEREAS, *the Postal Service has played a significant role in the historical development of the country from the establishment of roads, railways, and airlines, to binding together the people of the nation, thus becoming a vital part of the fabric of this country; and*

WHEREAS, *the Universal Service Obligation (USO) is the law that ensures all individuals – regardless of who they are or where they live – have access to equal and affordable services. It represents a fundamental democratic right for the people; and*

WHEREAS, *the U.S. Postal Service serves 169 million addresses, six and sometimes seven days a week; and*

WHEREAS, *the USPS does not receive taxpayers' money but rather runs on its own revenue created by postage and postal products; and*

WHEREAS, *due to its public mission, the Postal Service is the low-cost anchor of the 1.3 trillion dollars mailing and package industry, which supports 7 million jobs across the country; and*

WHEREAS, *the Postal Service is an important source of good, union, living-wage jobs with fair hiring practices with equal pay for equal work for workers from all backgrounds and experiences, and is one of the largest employers of Veterans; and*

WHEREAS, *any effort to privatize the USPS, in whole or in part, would undermine the very public mission of the Postal Service, the Universal Service mandate, and the dedicated work of hundreds of thousands of public servants; and*

WHEREAS, *while communication habits continue to evolve, the USPS remains an essential conduit for communication, enabling the exchange of ideas, financial transactions, secure and private correspondence, mail-order medications, mail-in voting, e-commerce deliveries, and a wide range of current and emerging services; and*

WHEREAS, *the United States Postal Service is owned by the people and is an extraordinary national treasure encapsulating the best of government "of, by, and for the people," and*

NOW, THEREFORE, I, *Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, go on record in support of the public mission of the USPS contained in the 1970 Postal Reorganization Act, which says, "The United States Postal Service shall be operated as a basic and fundamental service provided to the people by the Government of the United States, authorized by the Constitution, created by an Act of Congress and supported by the people. The Postal Service shall have as its basic function the obligation to bind the Nation together...," and*

BE IT FURTHER RESOLVED THAT *this body appreciates the role of the U.S. Postal Service on its 250th Anniversary, and it salutes the hard-working postal workers who serve the people and business communities, supporting a robust and thriving public Postal Service for generations to come!*

"250th ANNIVERSARY OF THE UNITED STATES POST OFFICE"

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 10th day of December, 2025.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the October 20, 2025, Commission Workshop Minutes.

ATTACHMENTS:
102025 COT-CC Workshop Draft Minutes.docx

DRAFT

CITY COMMISSION WORKSHOP MEETING MINUTES
MONDAY, OCTOBER 20, 2025
CONFERENCE ROOM 105
11:00 AM

CALL TO ORDER:

Mayor Michelle J. Gomez called the Monday, October 20, 2025, City Commission Workshop to order at 11:02 a.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Dr. Kicia Daniel, Commissioner Marlon D. Bolton (via Microsoft Teams), Commissioner Krystal Patterson, and Commissioner Morey Wright Jr.

Also present were City Manager Levent Sucuoglu, Deputy City Attorney Pamala H. Ryan, Deputy City Manager Maxine Calloway and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE

Commissioner Marlon Bolton led the Pledge of Allegiance and moment of silence.

AGENDA

1.a. Broward Sheriff's Office Contract Renewal

City Manager Levent Sucuoglu made a presentation which is on file in the City Clerk's Office. Also presenting were Broward Sheriff's Office (BSO) Captain David Franks, Major Christopher De Giovanni, and Public Safety Consultant Chief Larry Juriga.

Vice Mayor Daniel asked for clarification on minimum staffing. Major De Giovanni explained that 56 deputies would be assigned to road patrol in four (4) shifts, with 14 per shift, to include six (6) sergeants. He advised this was a 10 percent increase over current levels. He stated there would never be less than 10 deputies patrolling the City.

Vice Mayor Daniel inquired as to when a substitute deputy would be called in. Major De Giovanni advised this would take place if there was risk of less than 10 deputies being on shift. Vice Mayor Deniel asked for clarification on the assignment of sergeants. Major De Giovanni clarified.

Vice Mayor Daniel stated she liked the idea of enhanced visibility and response time. Major De Giovanni provided additional details on the operational enhancements. He advised that the previous minimum staffing was 20 sworn

personnel in a 24-hour period, and the reorganization to define that specifically and provide clear direction to the District Chief.

Vice Mayor Daniel inquired as to where the nine (9) newly hired deputies fit into the plan. Major De Giovanni explained the new emphasis on Community Deployment Team. Captain Franks provided additional details on his vision for this team and its role. Vice Mayor Daniel reiterated that it all comes back to visibility, and people need to see the deputies more to improve perception and connection with the residents. Discussion continued.

Vice Mayor Daniel noted how residents are spoken to matters. Major De Giovanni stated the concern is valid, and any courtesy complaints received are taken very seriously. He advised that professionalism was a core value.

Vice Mayor Daniel asked for concrete numbers, events, and timeframes associated with the changes to the contract. Captain Franks advised BSO is constantly working with the analysts to identify problems and flex to meet the needs of the community.

Vice Mayor Daniel asked for examples of the enhanced communication and notification referenced in the contract. Major De Giovanni stated BSO has a contract for service but also wants to be a good partner. He discussed the need for collaboration and opportunities for communication and timely notice.

Vice Mayor Daniel asked about credits for salary savings. Major De Giovanni explained the provision for vacancy credits and potential modifications. Discussion continued regarding analysis, efforts to minimize vacancies, and staff reporting.

Vice Mayor Daniel highlighted the importance of visibility and building relationships in the community. Captain Franks discussed community policing.

Commissioner Wright Jr. recognized the background and experience of each of the presenters and stated they were qualified to give advice. He noted his experience with law enforcement while growing up in the British Virgin Islands and the respect for the uniform in that culture. He referenced a recent interview with Sheriff Gregory Tony about the need to compete on compensation and asked if an additional increase would be needed to address this issue. Major De Giovanni provided insight on budget forecasting and contract caps, as well as how salaries had fallen behind the market and the compensation study completed as part of an effort to address the issue.

Commissioner Wright Jr. asked about the difference in cost for services between Miami-Dade County and Broward County. Major De Giovanni discussed the budget and contracts process briefly.

Commissioner Wright Jr. stated his communities have the same concerns about community policing that Vice Mayor Daniel had shared. He asked about plans to

combat staffing shortages and national challenges with recruitment in the next five (5) years. Major De Giovanni commented on the reduction in people interested in a life in public safety. He discussed innovation in recruitment and retention and the monitoring of strategies that work in other departments.

Commissioner Wright Jr. inquired as to whether there was a matrix to show how many officers a city should have per population. Major De Giovanni noted every community and its population are different and stated the best way to assess a community's needs is to have experienced people. City Manager Sucuoglu and Chief Juriga added additional comments on the criteria considered to calculate minimum staffing and the analysis conducted.

Commissioner Wright Jr. asked if the officers who had been terminated or had resigned following a tragedy earlier in the year had been replaced. Major De Giovanni noted not all of those impacted had been tied to the Tamarac division. He discussed ongoing transfers to shore up staffing.

Commissioner Wright Jr. asked about ongoing monitoring and accountability on the part of the City. City Manager Sucuoglu advised that the City Manager's office reviews the logs as they come in, in addition to review by the BSO. Chief Juriga stated that rather than quarterly, this information is now being provided weekly.

Commissioner Wright Jr. asked why the contract included a 12-month transition period when he had read online that Deerfield's contract had a 24-month period. Major De Giovanni stated there was a parity clause which allowed the City to utilize favorable clauses included in other contracts.

Commissioner Wright Jr. noted the importance of a good executive team that remains in place to create synergy. Major De Giovanni referenced this issue within the contract and highlighted the commitment to staffing consistency and continuity.

Commissioner Wright Jr. pointed out issues with parking at Millenium High School and asked about solutions. Captain Franks discussed efforts to address the concern.

Mayor Gomez called for a recess at 12:32 p.m.

Mayor Gomez called the meeting to order at 1:06 p.m.

Commissioner Patterson thanked the BSO representatives for being well prepared and noted she appreciated the time and effort that had gone into reviewing what was being done and what needed to be done. She highlighted her campaign focus on bridging the gap between law enforcement and the community. She stated the relationship had needed some counseling and she was glad to see there had been some real intention and thought put into what the working relationship looked like. She asserted public safety was nonnegotiable on all levels.

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Commissioner Patterson referenced a document showing tracked changes between the previous BSO contract and the proposed contract and asked the vehicle for ensuring contract compliance. City Manager Sucuoglu discussed the close partnership and scheduled strategic review sessions.

Commissioner Patterson noted that in years three (3), four (4), and five (5), there was a five (5) percent cap on increases. She asked the reason behind the five (5) year term of the contract. Major De Giovanni provided a brief historical overview of the model, allowing the City an opportunity to forecast their budget and ensure stability in its public safety. He noted there were also exit and extension clauses included in the contract.

Commissioner Patterson asked if the cap had been exceeded in previous contract years. Major De Giovanni advised that historically the five (5) percent cap had been honored, and this was the first year BSO had come to the City with a study and asked for consideration to move beyond the cap to shore up compensation.

Commissioner Patterson stated she saw language in the contract addressing issues she had wanted to see ironed out, but she remained concerned, in part due to past failures of the City to enforce the contract. She asserted there had been blaring issues, specifically over the past year, and she wanted to ensure there was accountability to the residents and their safety. She noted that Major De Giovanni has been consistent in his communications and represents BSO well and stated she appreciated the shifts she had seen since Captain David Franks came on.

City Manager Sucuoglu emphasized that this contract represents the framework for how the City is looking forward to the next five (5) years or the period of time this relationship continues. He stated it would be a constantly evolving, proactive effort.

Commissioner Bolton had no comments.

Mayor Gomez stated she thought BSO had done a phenomenal job for Tamarac and commended their accessibility. She commented that she was happy about adding more people to the team and making sure people know their hometown BSO is here for them. She asked about the number of people assigned to the Crime Suppression Team. Major De Giovanni advised that the team had remained the same with four (4) members, but language had been added to clarify their function. He discussed the team's effort to address emerging crime and highlighted data driven analysis.

Mayor Gomez asked about the shift structure for the Crime Suppression Team. Major De Giovanni stated the unit is flexible in scheduling.

Mayor Gomez inquired about road patrol staffing and safety for the motorcycle deputy. Captain Franks clarified there would be a vehicle assigned.

Mayor Gomez expressed concern there would not be vehicles available in the event of night exercises. Captain Franks stated there were vehicles available and ready to be assigned as needed.

Mayor Gomez asked about the shift schedule. Captain Franks provided background on the move to two (2) shifts and the input of the union.

Mayor Gomez commented that there was no Code Enforcement provided by deputies in the contract. Major De Giovanni stated Cooper City and Parkland contract with BSO to provide Code Enforcement services, but partnership with Code Enforcement would be provided as required.

Mayor Gomez stated she had read up on the daytime running lights discussed and noted an educational campaign may be needed because it was not what people were used to. She expressed concern that this would conflict with operations. Major De Giovanni clarified that auxiliary lights would be on as appropriate, but there would be a balance of needs.

Mayor Gomez highlighted conflicting language regarding staffing structure. Major De Giovanni explained the referenced sections were complementary and discussed their potential utilization.

Mayor Gomez suggested good cause be added to the requirements for the City's removal of a deputy. City Manager Sucuoglu clarified and Major De Giovanni provided additional details. Discussion continued.

Mayor Gomez asked about the times the BSO building would be open to the public. Captain Franks stated there had been a study to review the hours, and it was determined that closing at 8 p.m. was appropriate. He noted he was working with staff to ensure an operable call box for after hours.

Mayor Gomez stated she had experience with residents trying to reach BSO at night and there was no one available, and people had told her that they called and did not receive a response. She asked that BSO were not only accessible in the streets, but also in the office. Captain Franks stated there may be times when the building is not occupied, but a deputy could be dispatched to the office in response to a call. Mayor Gomez asserted this needed to be improved.

Major De Giovanni clarified that the non-emergency line and 911 never close. He stated staff could work with the City Manager to assess the times offered in the office. He noted a "how to contact BSO" flyer would be shared on the newly instituted Facebook page and provided to the City Public Information Officer. He advised that he would investigate the concern.

Mayor Gomez asked about the institution of a Real Time Crime Center. Captain Franks provided a brief update and noted staffing and funding were being explored,

in addition to a location. He advised that getting the Real Time Crime Center up and running was an immediate goal.

Mayor Gomez asked if the contract provided improved call response times. Major De Giovanni explained the greater footprint on the road would provide for improved response times and noted a 180-day analysis was being conducted on the City's call for service volume and geographical breakdown. Discussion continued.

Mayor Gomez inquired about updated language related to forfeitures and seizures. Major De Giovanni stated the reporting would be specific to Tamarac.

Mayor Gomez asked if pulling deputies for events would distract from the responsibility to keep the City protected. Major De Giovanni explained that team would redeploy in the case of an emergency.

Mayor Gomez suggested a definition of business day be included in the contract. She commented that school zones for Challenger Elementary School and Millenium High School were clearly marked, but other schools were not, and this was leading to issues. Major De Giovanni stated Florida Department of Transportation (FDOT) and Broward County have funding opportunities to improve school route planning.

Item 1.b. was heard prior to Item 1.a.

1.b. 2026 Meeting Cancellations Discussion

City Clerk Kimberly Dillon made a presentation which is on file in the City Clerk's Office.

Vice Mayor Daniel asked for clarification and stated she agreed with the recommendations as presented.

Commissioner Patterson suggested the first November and December meetings be held earlier as the agendas would be longer due to canceled meetings later in the month. City Clerk Dillon advised the time for the first meeting of the month is set by Ordinance. Discussion continued.

Commissioner Patterson stated revisions of the Ordinance should be considered to allow for an exception. Discussion continued.

Consensus was to cancel the second Commission meetings in November and December 2026, to reschedule the April 8 meeting to April 7 at 7 p.m., and to reschedule the January 28 meeting to January 29 at 9:30 a.m.

ADJOURNMENT

There being nothing further to discuss, the meeting was adjourned at 1:53 p.m.

Minutes transcribed by Crysta Parkinson, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

_____

Kimberly Dillon, City Clerk

_____

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the City Commission Workshop held Monday, October 20, 2025.

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

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.

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the Minutes of the October 22, 2025, Regular Commission Meeting.

ATTACHMENTS:
102225 COT-CC Draft Minutes.docx

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REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, OCTOBER 22, 2025
COMMISSION CHAMBERS
9:30 AM

CALL TO ORDER:

Mayor Michelle J. Gomez called the Wednesday, October 22, 2025, Regular Meeting of the City Commission to order at 9:32 a.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Dr. Kicia Daniel, Commissioner Marlon D. Bolton, Commissioner Krystal Patterson (at 9:33 a.m.), and Commissioner Morey Wright Jr.

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

PLEDGE OF ALLEGIANCE

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

1. CITY ATTORNEY REPORT

City Attorney Ottinot had no report.

2. CITY MANAGER REPORT

2.a. Zip Code Update Presentation

Perry S. Adair, Government Relations Specialist, Becker & Poliakoff, made a presentation which is on file in the City Clerk's Office.

Commissioner Bolton asked the percentage of applications approved or denied. Mr. Adair stated approximately 10 percent are approved annually.

Commissioner Bolton asked about the fiscal impact of zip code reform. Mr. Adair commented briefly and stated he would investigate further.

Commissioner Bolton inquired as to how an application from Tamarac would be received. Mr. Adair stated there would be emphasis on local factors and the City's demonstration that the United States Postal Service goals would be advanced.

Commissioner Patterson asked the origin of the discussion, the reason for the interest, and whether it was a resident-driven initiative, as well as what the possible implications for residents might be. City Manager Sucuoglu advised this had been part of the City's strategic planning conversation for some time. He discussed potential implications.

Commissioner Patterson asked if there was a fiscal impact of a zip code change. Mr. Adair stated he would investigate. He noted customers are given one (1) year notice of a change. Commissioner Patterson stated she did not understand why this was being investigated and noted there were more pressing issues.

Commissioner Wright Jr. asserted residents ask for sit-down restaurants more than any other dining experience, and restaurant developers look at demographics by zip code when determining where to develop. Discussion continued.

Commissioner Wright Jr. stated he saw the benefit of having one (1) zip code for the City of Tamarac from a business perspective.

Mayor Gomez agreed. She discussed confusion caused by residents not knowing which elections they vote in or what city their business is in because of their zip codes. She highlighted issues with receiving grants because of shared zip codes. She asserted Tamarac should have its own identity.

Commissioner Bolton agreed with City Manager Sucuoglu in the assertion that it could be a benefit in some areas and a detriment in others. He stated it may be a matter of branding and marketing.

Mayor Gomez stated she thought moving forward with the research was important.

2.b. Presentation of Certificates to the Challenger Elementary School Winners of the Fire Prevention Month Poster and Essay Contest

Division Chief Tommy Demopoulos and Assistant Fire Marshal Rebecca Geimer presented certificates to the Challenger Elementary School Fire Prevention Month Poster and Essay Contest winners, as follows:

- Grades 6 through 8
    - Art – Juliana Mansalva
    - Literature – Mar'Kenzi Billings
- Grades 4 through 5
    - Art – Blaire Cyrus
    - Literature – Aria Havidic
- Grades Kindergarten through 3
    - Art – Enzo Sutton

2.c. Fire Prevention Week Proclamation

Assistant Fire Marshal Rebecca Geimer read the proclamation in recognition of Fire Prevention Week and presented it to Fire Chief Jonathan Frasher and the members of the Tamarac Fire Rescue Department.

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2.d. Turkish Republic Day Proclamation

City Manager Sucuoglu read the proclamation in recognition of Turkish Republic Day and presented it to Consul General of the Republic of Turkey in Miami Resul Sahinol.

2.e. Domestic Violence Awareness Month Proclamation

Vice Mayor Kicia Daniel read the proclamation in recognition of Breast Cancer Awareness Month and presented it to Dr. Thalia Rydz, Goodman Jewish Family Services of Broward County, and team.

2.f. South Florida Mental Wellness Summit and Expo Day

Mayor Gomez placed into the record a proclamation in recognition of South Florida Mental Wellness Summit and Expo Day.

2.g. National Red Ribbon Week

Mayor Gomez read the proclamation in recognition of National Red Ribbon Week and presented it to Carlos Alvarez, representing the Young Marines.

2.h. Florida League of Cities Government Week Proclamation

Mayor Gomez read the proclamation in recognition of Florida League of Cities Government Week Proclamation and presented it to Sophia Shaw and members of the Student Government Council at Boyd H. Anderson High School.

2.i. Medal of Honor and Pink Hero Awards Presentation to Various Breast Cancer and Cancer Survivors

Commissioner Bolton read the proclamation in recognition of Medal of Honor and Pink Hero Award winners and presented the awards to Nadine St. Ford, Maureen Yorkin, Fredrica Thomas, and Mayor Michelle J. Gomez.

2.j. Employee Service Awards

City Manager Sucuoglu presented the following Employee Service Awards:

10 Year Award

Anthony Escobedo
Kingman Mais
Joe Nogami
James Sheddy
Nico Vallorani
Tyus Seymour
Michael Valeri III
Michael Rini

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20 Year Award

Nora Carles
Christine Bosco
Dina Lugger
Gary Meyer
Paul Johnson

Mayor Gomez called for a recess at 10:55 a.m.

Mayor Gomez called the meeting to order at 11:00 a.m.

2.k. BSO Monthly Update

Broward Sheriff's Office (BSO) Captain David Franks made a presentation which is on file in the City Clerk's Office. He shared a significant drop in property crimes over the month, part of a 21 percent decrease year after year, and an overall decrease in crime. He highlighted zero tolerance for domestic violence.

City Manager Sucuoglu made a presentation which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

Mayor Gomez noted the rules for public comment were posted and opened the floor to comments from the public.

1) Jeffrey Shapiro, Woodlands, commented that his zip code is designated as Lauderhill / Fort Lauderdale, and he has issues when ordering online. He expressed concern that changing the zip code would require changing deeds and tax rolls, contacting creditors.

2) Peter Mason, Coral Springs, thanked the Commission on behalf of the volunteer Board of Directors and the members of the Tamarac North Lauderdale Chamber of Commerce for approving funding for the organization, as well as for the use of the Community Center for events. He advised that the mission is to bring people and businesses together and improve engagement. He noted the Chamber Foundation's work with local schools and thanked Tamarac Fire Rescue for their assistance in training 40 local students in CPR the previous month. He highlighted the Community Garden at the Moose Lodge and the ribbon cutting planned for Saturday.

3) Patti Lynn, Mainlands 8, recognized the Chamber's Women in Pink event and stated the City should do more with the Chamber. She asserted that Peter Mason creates things out of nothing and does a great job. She stated open carry is now allowed in Publix Market and suggested the City could put pressure on them as it upsets people. She commented that the zip code discussion was interesting, and the reason Tamarac shows a Fort Lauderdale address is because they are part of the Fort Lauderdale Post Office.

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She noted addresses had been aligned to addresses rather than zip codes for insurance purposes. She stated she did not foresee a change.

Mayor Gomez recognized Ms. Lynn for her years of service to the United States Postal Service.

4. COMMISSION REPORTS

4.a. District 1

Commissioner Bolton played a video which is on file in the City Clerk's Office.

4.b. District 2

Commissioner Wright Jr. had no report.

4.c. District 3

Commissioner Patterson highlighted the free mammogram event scheduled for Monday, October 27 at the Tamarac Community Center and noted the event was full, so a second date was being considered. She stated on November 15, she would be hosting a Gobble Gift Card Giveaway for District 3 residents at the Tamarac Sports Complex.

4.d. District 4

Vice Mayor Daniel shared that "Get in Step with Kicia" line dance lessons had been going well and the next lesson would be October 30 at 6:30 p.m. She noted Little Voices in Play had been an awesome event and would be held again on October 29 for children ages one (1) to four (4) and their caregivers. She shared plans to kick off a fall carnival and stated she was looking for a community to partner and provide a location.

4.e. Mayor

Mayor Gomez stated she had been proud to attend the Lions of Greater Fort Lauderdale Dinner and the Women in Pink event was excellent. She noted she had recently hosted the Northwest Council of Elected Officials and learn about Resource Broward. She shared details of the Paychecks for Patriots event on November 7 at the Community Center and stated 120 vendors have registered. She stated the Broward Next steering committee had an interesting discussion about the future of Broward County and commented that she had not been able to attend the Citi Bank opening due to a scheduling conflict with the Realtors Panel of Mayors and City Managers but had met with the team later. Continuing, Mayor Gomez shared that her 5k walk/run on the second Tuesday of each month had been held on October 11. She thanked the Florida Hindu Parish for their recent recognition at the start of Diwali. She stated she was honored to receive the Hometown Hero Award from the Broward League of Cities, attend Day of Service at the Church of Jesus

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Christ of Latter-Day Saints in Coral Springs, and share in the ribbon cutting at Lotus Lash and Nail Spa. She thanked everyone who sponsored, attended, donated, or participated in the 2025 Haha for the Tatas.

5. CONSENT AGENDA

City Manager Sucuoglu added Item 11.a. for discussion and consensus on residents not having water disconnected for nonpayment during the Federal Government shutdown as requested by Commissioner Patterson.

Moved by Mayor Gomez; seconded by Commissioner Patterson to approve the Consent Agenda as presented.

Motion Approved: 5-0.

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

5.a. TR14323 – A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the execution of an Agreement with Allied Universal Corporation, to provide sodium hypochlorite solution for water treatment purposes; authorizing expenditures from the appropriate accounts in an amount not to exceed $440,880.00, utilizing contract pricing for the same or similar products per the Agreement between Charlotte County Bid No. 25-605 and Allied Universal Corporation; for said purpose; providing for conflicts; providing for severability; and providing for an effective date.

5.b. TR14325 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of Sulzer (formerly ABS) pumps and appurtenances from Hydra Service, Inc., the sole distributors for Sulzer Pumps Solutions Inc. Products, for an amount not to exceed $116,685.00 for a one year period; authorizing an annual expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

5.c. TR14331 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve the purchase of a Palfinger Epsilon Hydraulic Loader from Ring Power Corporation, utilizing City of Tallahassee contract No. 5073, solicitation RFP-130-20-KM, in an amount not to exceed $248,103.00; authorizing expenditures from the appropriate accounts not to exceed the approved FY 2026 budget for said purposes; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

6.a. TR14326 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the Health Insurance Program; modifying the Health Insurance

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Waiver Program and Cigna's Wellness and Technology Outlay; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Gomez advised that Items 6.a., 6.b., and 6.c. were related and would be presented together.

City Attorney Ottinot read the titles of each item for the record.

Mayor Gomez stated there was a presentation delivered at the November 20 Staff Agenda Review Workshop, and Human Resources Director Danielle Durgan was present to answer questions.

Moved by Commissioner Bolton; seconded by Vice Mayor Daniel to approve TR14326.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

Commissioner Patterson asked for clarification on the memorandum included in the backup materials related to amendment to health insurance reimbursement. Ms. Durgan explained the reimbursement had been modified for Plan Year 2026, from a reimbursement model to a stipend model.

Commissioner Patterson asked the reason the change was proposed. Ms. Durgan advised that a survey had been conducted earlier in the year which had resulted in many cities moving to a stipend model. Discussion continued regarding costs. City Manager Sucuoglu stated that regardless of category, those opting out of health insurance by providing evidence of outside coverage are a huge benefit to the City.

Commissioner Patterson asserted that if claims paid were analyzed, it would represent huge savings to the City. She offered a friendly amendment to remove the modification relative to waiver of health insurance and keep the policy as-is.

City Manager Sucuoglu discussed difficulty in administration of the reimbursement model and advised the purpose of the modification was to average the numbers and provide a flat rate as a stipend model.

Commissioner Patterson asked if the flat rate proposed was commensurate with what the reimbursement would be. Ms. Durgan stated there were differences in costs, but the survey had averaged the cost at $400 for any tier of coverage.

Vice Mayor Daniel commented that the changes had made the program better, because the maximum was less than $400 for a single and a higher rate was being paid for families. Discussion continued.

Commissioner Bolton asked if there was a cap on the reimbursement. Ms. Durgan advised there was a cap which was dependent on the tier of coverage chosen. She noted most reimbursements were for the employee-only tier so they would be

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receiving a small increase. Discussion continued regarding the amount of reimbursement and example scenarios.

Arlene Walsh, Benefits and Risk Manager, provided additional details on the proposed changes, reimbursement amounts, and preventative healthcare to bring down claims.

City Manager Sucuoglu clarified the line item showed a cost, but it was a major savings to the City's insurance expenditure.

Motion Approved: 5-0.

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

6.b. TR14327 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the renewal with Cigna at the rates outlined in Exhibit "A", attached hereto, providing for stop loss insurance; providing for conflicts; providing for severability; and providing for an effective date.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve TR14327.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

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

6.c. TR14328 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the renewal with Cigna, providing for a Dental Insurance Program, and to make certain modifications to the Program for employees and retirees; providing for the continuation of the existing cost allocation of the Dental Insurance premium between the City and employees; providing for conflicts; providing for severability; and providing for an effective date.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve TR14328.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

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

6.d. TR14333 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the Appropriate City Officials to support the Broward Safety Action Plan (BSAP) Roadway Safety Analyses (RSA) NW 31st Ave Corridor Project; providing for conflicts; providing for scrivener errors; providing for severability; and providing an Effective Date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve TR14333.

James Cromar, Deputy Executive Director, Broward Metropolitan Planning Organization (MPO) made a presentation which is on file in the City Clerk's Office.

Mayor Gomez opened a public hearing on the item.

Gary Gray, Isles of Tamarac, commented that taking lanes away from vehicular traffic increases congestion, time on roads, and pollution. He asserted the plan called for decreased turning radiuses, and firetrucks and semi-trucks should be considered. He added that mixing pedestrians, bicycles, and vehicular traffic was a recipe for disaster. He encouraged the Commission to take a long look at the overall traffic situation and what is best for all people rather than just what is best for those wanting to ride bicycles in traffic.

Mayor Gomez closed the public hearing.

Commissioner Bolton asked how the County had come up with the zones where the most accidents are seen. Mr. Cromar explained that through the Safety Action Plan, crash data for a five (5) year period was reviewed, and locations of crashes were identified then concentrations identified.

Commissioner Bolton stated residents had complained of frequent crashes at the intersection of Rock Island and Bailey Road. He expressed surprise that this intersection was not included in the list. Mr. Cromar advised that there were unfortunately many fatality and serious injury crashes on the roadways, and the project was limited by budget to focus on certain corridors with the idea that improvements would be tested in these areas to pave the way for further improvements to different locations in the future. Discussion ensued regarding the State and County roads, and continued advocacy for improvements.

Commissioner Bolton requested to see the matrix as to how the corridors were identified and the data analyzed. Mr. Cromar advised that the prioritization report was being finalized.

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Commissioner Bolton asked why this presentation was being brought to the City Commissions rather than residents. Mr. Cromar explained the MPO process included four (4) criteria, including a defined scope of work, cost estimate, coordination with the jurisdictional owners, and resolution of support from the local City Commission. He stated in the past there had been projects that had moved through the process without the awareness of elected officials. He noted community outreach efforts during the planning process beginning in 2021.

Commissioner Bolton asserted if he had known of the proposal earlier, he would have held community meetings, particularly with the residents near NW 31st Avenue and Commercial Boulevard.

Commissioner Bolton asked counsel whether it was a conflict for the Commission's representative on the Broward MPO to vote on this item. City Attorney Ottinot advised that there was not a conflict.

Vice Mayor Daniel stated that she had learned through her service on the Broward MPO that projects take years, so by the time a solution comes to fruition, there are other problems stirring. She noted that impeding projects in the queue move those other projects back further and asked that this project not be held up because it would be positive for the community. Discussion ensued regarding addition of an agenda item to provide MPO updates at future meetings.

Commissioner Bolton stated he would not be voting in support of the item because he did not receive enough information ahead of the meeting.

Commissioner Patterson stated she shared the sentiments of the resident from her district who had spoken on public safety and asked that these concerns be addressed. Mr. Cromar explained there had been discussion about eliminating a travel lane, but that was not happening, and the roadway configuration would continue. He stated a previous improvement had added bicycle lanes on the roadway, and this proposal would move those onto a wide, separated path. He noted the change to the turning radius was utilized for slower vehicle movement and advised the improvements would account for emergency vehicles.

Commissioner Patterson asked if there would be any ramifications of taking additional time for Commissioner Bolton to speak with the residents. Mr. Cromar stated there was a November 10 deadline to get a resolution of support to move the application forward. He noted Broward County was starting the process of design and would be hosting community meetings to get feedback.

Vice Mayor Daniel asked for clarification on when the project had started. Mr. Cromar advised it had initially been proposed around 2015. Vice Mayor Daniel inquired as to when the item would come before the MPO for a vote. Mr. Cromar stated it would likely be voted on in February or March.

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Mayor Gomez agreed with Vice Mayor Daniel's comments on the extended amount of time it takes to get road improvements. She highlighted the widening of the turnpike as an example. She asked about pedestrian fatalities. Mr. Cromar commented on the vulnerability of pedestrians and cyclists.

Mayor Gomez asked how much of the project was in Tamarac. Mr. Albassam advised it was approximately 700 feet.

Mayor Gomez commented that the City supports Vision Zero and the effort to get to be a more walkable, drivable, livable place. She noted the Commission's next meeting was after the deadline. Mr. Cromar confirmed there would be community meetings later in the process and people would have opportunity for public input.

Mayor Gomez stated she personally felt this project needed to move forward. She noted it would be important for the communities near the improvements to be educated. She asked that all bus stops in the plan be covered and have seats.

Motion Approved: 4-1.

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

Mayor Gomez called for a recess at 12:41 p.m.

Mayor Gomez called the meeting to order at 1:12 p.m.

Commissioner Bolton returned to the dais at 1:14 p.m.

6.e. TR14336 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the Agreement for Police Services between the City of Tamarac and Gregory Tony, Ph.D., as Sheriff of Broward County ("BSO"), attached hereto as Exhibit "1", in accordance with the Special Terms and Conditions attached hereto as Exhibit "A", and the Police Services General Conditions attached hereto as Exhibit "B", effective October 1, 2025 through September 30, 2030; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Wright Jr.; seconded by Vice Mayor Daniel to approve TR14336.

Mayor Gomez advised this item was presented at the Staff Agenda Review Workshop and the Commission Workshop on Monday, October 20. Broward Sheriff's Office (BSO) Captain David Franks, Major Christopher De Giovanni, and Public Safety Consultant Chief Larry Juriga were present to answer questions.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

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Commissioner Patterson referenced the breakdown of personnel in the proposed contract and asked why the 15 service aides were needed. Major De Giovanni explained that of the 110 staff assigned, 92 were sworn, and 18 were non-sworn, with the service aides included in the non-sworn. He advised that BSO had agreed to conduct a 180-day analysis of key positions and return with recommendations for alternative organization charts. City Manager Sucuoglu shared additional historical data on the role of service aides. Discussion continued.

Commissioner Patterson asked what service BSO is offering in an emergency such as a hurricane. Major De Giovanni advised the City would maintain its own Emergency Operations Center (EOC), and BSO would also stand up an EOC. He discussed integration and staffing to manage resources and plan disaster relief. City Manager Sucuoglu stated the Fire Chief was the Emergency Manager. Discussion continued regarding the role of BSO in a hurricane and the City's Emergency Plan.

Commissioner Patterson inquired about the dollar value associated with the City's share of fines and forfeitures. City Manager Sucuoglu shared recent examples of projects funded by the program. He stated the balance of the fund was approximately $275,000. Commissioner Patterson asked whether these funds could be used to offset overtime or other costs associated with equipment. City Manager Sucuoglu and Major De Giovanni explained the specific guidelines for how the funds can be used and the process for expenditure.

Commissioner Patterson stated the failed communication between the City of Tamarac and BSO during recent events was among her biggest concerns. She advised that she was very dissatisfied with the lack of information provided and the way in which the Commission is engaged by the BSO. She stated it was her intention to hold the City and BSO accountable moving forward. Major De Giovanni assured that he understood the concerns and was committed to ensuring the elected officials and City management was informed.

Mayor Gomez asked Major De Giovanni to provide the members of the Commission with the presentation prepared regarding the events referenced.

Mayor Gomez stated there was an update to the contract between the Workshop and Regular Meeting. Major De Giovanni nothing of substance or material was changed. Mayor Gomez noted she had asked the "good cause" be added in relation to employee dismissal to protect employees. Major De Giovanni explained the language utilized was approved by the Sheriff and Office of General Counsel. Discussion continued. City Manager Sucuoglu clarified that the City Manager's authority did not include disciplining or firing employees.

Mayor Gomez asked for additional corrections, including alignment of numbering. Major De Giovanni stated he had reviewed the corrections requested.

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Mayor Gomez commented on the number of service aides in comparison to the size of the City and asserted they are busy and need to be there. She stated if the data shows a shift is needed, they will review, but she wanted to make sure everything was covered. Discussion continued regarding analysis of staff.

Commissioner Bolton advised that he does not agree with the BSO zones and does not believe they work, so found it refreshing that the zones would be rearranged. Major De Giovanni stated that Captain Franks had brought historical data forward and the changes to the City and its calls for service had been reviewed to reimagine the zones and ensure resources were being utilized adequately.

Commissioner Bolton shared that before he was a member he had made a presentation to the Commission regarding a plan for resident inclusion in diversion programming and stated he was interested in meeting with Captain Franks about the idea. He highlighted the references to District Chief in the contract and stated he would prefer the selection to be subject to Commission approval and the removal not solely at the discretion of BSO. City Manager Sucuoglu and Major De Giovanni explained the criteria included in the contract. Discussion continued.

Commissioner Bolton expressed concern with the authority of the Commission in relation to department heads. City Attorney Ottinot clarified the authority included in the Charter.

Commissioner Bolton asserted that throughout the contract, it said City rather than City Commission, and this should be clarified. He agreed with Mayor Gomez's comments regarding protection of employees. Major De Giovanni addressed the concerns briefly.

Commissioner Patterson asked whether the reference to the City was defined as the Commission or City Manager, as the City Manager was separately defined in the agreement. City Attorney Ottinot stated this would depend on the section of the contract. Discussion continued.

Commissioner Bolton stated there had been a triple murder in the City and the Sheriff had not communicated with the Commission. City Attorney Ottinot advised that correcting the lack of communication was a focus of the contract negotiations.

Commissioner Wright Jr. asked the process for hiring a Captain. City Manager Sucuoglu advised that under the contract, BSO provides a list of three (3) candidates to be interviewed. He stated in the most recent case, a committee made up of the City Manager, Deputy City Manager Maxine Calloway and Public Safety Consultant Chief Larry Juriga interviewed the applicants and selected a Captain.

Commissioner Wright Jr. commented that he understood Commissioner Bolton's point that the Commission should be involved in knowing who would be selected to lead. He noted the history of issues with BSO and stated he could get the passion shown by other members of the Commission as they try to find a way to move

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forward and be more involved to hold BSO accountable. He asked how the Commission could be more involved in the appointment process. City Manager Sucuoglu advised this change would not be a function of the contract, but a change to the City Code.

City Attorney Ottinot stated past practice in the City was that hiring department heads would be at the City Manager's discretion and subject to approval of the Commission, and the Charter provides for this. He advised that he did not see a legal issue with the change.

Mayor Gomez questioned whether BSO was considered a department head within the Charter. Discussion continued.

Commissioner Wright Jr. highlighted the importance of moving beyond politics and looking at the people who make the organization run.

Vice Mayor Daniel commented that she had asked all of her questions at the Commission Workshop and left feeling very comfortable. She noted that with the hiring of the last Captain, the City Manager had called the Commissioners and asked for opinions, but that had not taken place with this hiring or with the interim appointment. She stated the contract wording was fine, but the Commission wanted to be part of the selection process for Police and Fire moving forward. She asserted this was an internal communication issue. City Attorney Ottinot responded.

City Attorney Ottinot asked Major De Giovanni to discuss the hesitation of having different language in contracts with different cities. Major De Giovanni stated he was very amenable to the requests of the City throughout the process, and it had not been a contentious discussion. He agreed the topic could be addressed outside of the contract and highlighted his interest in working together.

Mayor Gomez asserted the contract should move forward and the Commission's involvement could be worked out as a procedure.

Commissioner Bolton commented that he appreciated the Captain's leadership and thought change was good, but some change was not necessary. He stated Deputy Marion had done a fine job in the past, and the community knows her face. He highlighted the termination clause in the contract. He asked that BSO hold events during the evening as well as during the day to allow more people to attend.

Discussion ensued regarding amendments to the agreement. City Attorney Ottinot summarized edits, including addition that the selection and removal of the District Chief was subject to approval of the majority of the Commission.

City Manager Sucuoglu advised that this was a two (2) party contract, and changes or additions could not be made without the consent of both parties. Discussion continued. Attorney Ottinot confirmed the contract was legally sufficient, but the Commission had the authority to make changes.

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Mayor Gomez pointed out there had not been an extension of the BSO contract and it was expired. She expressed concern loss of services would occur.

Commissioner Wright Jr. asked if there were proposed changes which could not be accommodated. Major De Giovanni explained his limitations.

Commissioner Bolton reiterated he did not want to change the existing provisions but to add a provision that would allow for removal of a Captain and replacement of a Captain at the recommendation of the majority vote of the City Commission. Major De Giovanni stated this was an internal policy, not a contract issue. He advised that he was not opposed to the request. Discussion continued.

Mayor Gomez asked Commissioner Wright Jr. if he accepted the changes as a friendly amendment. Commissioner Wright Jr. advised that he did not. Mayor Gomez stated the question would be called as-is. Discussion ensued as to the appropriate motion and process for requesting changes.

Vice Mayor Daniel stated the Commission should move forward with both changing the contract and the internal policy.

Public Safety Consultant Chief Larry Juriga commented that this was a very good contract for the City of Tamarac and its residents. He noted the priorities identified ahead of the negotiation process, including increased visibility, enhanced traffic safety, improved communication, and ensuring accountability, had been addressed.

Motion Failed: 2-3.

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

Commissioner Bolton outlined his desire to transmit the recommended changes to BSO and approve the contract as amended.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve TR14336 with the changes as discussed.

Major De Giovanni noted he had already brought the requested revision to Sheriff Tony and received an answer. He asked that the Commission consider bringing back the failed motion and moving forward the contract in its current form while addressing the concerns via the City Charter. He pointed out changes to this contract would add it to every City's contract.

Commissioner Patterson shared that her personal contention with the contract was the lack of clarity in the definitions and terms relative to City versus City Manager.

Major De Giovanni responded that he had no issue with clarifying. He discussed the proposed communication process.

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Vice Mayor Daniel asked for clarification on the definitions as explained. Major De Giovanni explained briefly. City Manager Sucuoglu provided additional details.

Commissioner Bolton pointed out the City was not entering into an agreement with BSO the organization, but with Sheriff Tony, and that the City signatures required were the City Manager and Mayor.

Commissioner Patterson offered a friendly amendment regarding notice requirements for the District Chief. City Manager Sucuoglu clarified the existing provisions briefly. Discussion continued.

Commissioner Bolton suggested the concerns could be addressed by additional meetings with the Public Safety Consultant.

Commissioner Patterson discussed a friendly amendment to reflect a desire for the Commission to be consulted in the removal of a District Chief. She suggested a documented performance measure. City Attorney Ottinot advised that if the contract was approved, staff and the consultant would reengage the Commission for additional input.

Commissioner Bolton asserted that there was not a contract now, so if additional negotiations were requested, the Commission could direct staff to continue to negotiate rather than voting on the amended contract. Discussion continued.

Commissioner Wright Jr. stated safety was of the utmost priority, so he supported the motion to move forward with a contract. He noted he had engaged with the consultant and the issues being discussed were in the weeds and could be addressed.

Motion Approved as amended: 4-1.

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

Mayor Gomez called for a recess at 3:20 p.m.

Mayor Gomez called the meeting to order at 3:30 p.m.

7. ORDINANCE(S) – FIRST READING

7.a. TO2606 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 2, of the Land Development Code of the City of Tamarac, Florida, entitled "Zoning Districts", by specifically amending Section 10-2.8, entitled "Qualified Mixed-Use Development Pursuant to the Live Local Act of 2023", to establish procedures and regulations to implement Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, laws of Florida, and as amended by Senate Bill 328 (2024) and Senate Bill 1730 (2025), attached hereto as Exhibit A, to provide for development regulations and administrative review of certain affordable housing projects pursuant to state law; providing for

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

City Attorney Ottinot read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve Ordinance TO2606 on first reading.

Commissioner Bolton left the dais at 3:32 p.m.

Mayor Gomez stated there was a presentation delivered at the November 20 Staff Agenda Review Workshop, and Deputy City Manager Maxine Calloway was present to answer questions.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

Mayor Gomez commented that the Live Local Act required allowing certain things which were against the planned community of the City and noted she did not support the changes. She stated she fully supports affordable housing and smart growth, but this would put housing in industrial areas without proper services, and too much effort was being made to force people out of driving cars, which would lead to quality-of-life issues.

Motion Approved: 3-1.

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

7.b. TO2612 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the Second (2nd) Budget Amendment to the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2025. By increasing the total revenues and expenditures by a total of $5,299,266 as detailed in Attachment "A" attached hereto and summarized in Attachment "B" attached hereto and incorporated herein; providing that the 2nd amendment is being adopted in the same manner as the original budget and serves as the new adopted budget: providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Patterson; seconded by Vice Mayor Daniel to approve Ordinance TO2612 on first reading.

Mayor Gomez stated there was a presentation delivered at the November 20 Staff Agenda Review Workshop, and Financial Services Director Christine Cajuste was present to answer questions.

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Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

Mayor Gomez stated that she would not be voting in favor of this item, as appropriate justification to the Commission for all items.

Motion Failed: 2-2.

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

Financial Services Director Christine Cajuste advised the City only had 60 days after the end of the fiscal year to amend the budget, and most of the items in the amendment were previously approved and the expenditures completed.

Mayor Gomez stated she would vote to approve most of the items, but the increase to the City Attorney's budget was not previously presented to or approved by the Commission. Ms. Cajuste explained the budget provisions within the contract with the City Attorney briefly.

Discussion continued. Mayor Gomez asserted she understood why the budget might have gone up, but the increases were not open and transparent.

Moved by Commissioner Wright Jr.; seconded by Commissioner Patterson to reconsider Item 7.b.

Commissioner Bolton returned to the dais at 3:39 p.m.

Motion Approved: 4-1.

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

Commissioner Bolton apologized for his absence and disclosed a family emergency. He stated that he was required by Florida Statute to vote on Item 7.a. Mayor Gomez advised that this only applied if he was on the dais. City Attorney Ottinot stated there was no requirement to hold a revote.

Moved by Commissioner Bolton; seconded by Commissioner Patterson to approve Ordinance TO2612 on first reading.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

Commissioner Wright Jr. asked if there were any increases for the City Commission included in the budget amendment. Ms. Cajuste stated there were not.

Commissioner Wright Jr. asked for clarification on the required timeframe to pass the amendment. Ms. Cajuste explained. She noted this was the first of two (2) readings.

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Mayor Gomez asked that complete backup materials be provided on second reading. Ms. Cajuste stated she would provide all invoices. Mayor Gomez requested a memo outlining the rationale for the increase to the City Attorney's budget. City Attorney Ottinot asserted there was not an increase to the budget. He stated there were invoices as allowed under the contract. Discussion continued regarding ad-hoc invoicing.

Motion Approved: 4-1.

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

8. ORDINANCE(S) – SECOND READING

8.a. TO2611 - An Ordinance of the City of Tamarac, Florida, amending Section 10-5.7 entitled "New Development Impact Fees" of Chapter 10, of the Tamarac City Code, adopting the City of Tamarac Impact Fee Study, attached hereto as Exhibit "A"; by amending the Impact Fee Schedule and Land Use Categories, providing for an increase to the current impact fee rate of 25% for Governmental Facilities, Parks and Recreational Facilities and Multimodal Transportation; re-establishing criteria and administrative procedures for the assessment and collection of impact fees, providing updated guidelines for the phasing of impact fee increases, processing of refunds, credits, and fair share agreements relative to the city's impact fee program; providing for notice and implementation; providing for codification; providing a savings provision, providing a conflicts provision, providing for severability, and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to adopt Ordinance TO2611.

Mayor Gomez advised that a full presentation of this item had been delivered on first reading at the October 8, 2025, meeting, and Deputy City Manager Maxine Calloway was available to answer questions.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

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

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

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10.a. TBO99 - Board approving/denying variance requests requesting relief from Section 10-2.2(C), Table 10-2.2: Dimensional Standards for Residential Districts, Code of Ordinances, to allow for a Lot Coverage, Max, Roofed Area of 53.2% in Pod A, 54.9% in Pods B, C, D, and F, 53% in Pod G, and 46.8% in Pod H versus 44% allowed pursuant to an Administrative Adjustment Development Approval ordered on September 20, 2023, by the Director of Community Development above the Lot Coverage, Max, Roofed Area of 40% permitted for subject property bounded by W Commercial Boulevard to the north, Rock Island Road to the east, NW 44 Street to the south, and NW 64 Avenue to the west.

City Attorney Ottinot read the title for the record.

City Attorney Ottinot outlined the quasi-judicial procedures and asked for any ex-parte communication. Commissioner Patterson, Commissioner Wright Jr., and Vice Mayor Daniel stated they had spoken with residents. Mayor Gomez disclosed conversations with residents and stated she responded to a text message. Commissioner Bolton disclosed conversations with Michael Nunziata, Principal of 13th Floor Homes, and resident Ilene Lieberman.

City Clerk Kimberly Dillon swore in those wishing to provide testimony.

Moved by Commissioner Wright Jr.; seconded by Mayor Gomez to approve TR14310.

Commissioner Bolton asserted it was not legal for the mayor to make motions. Commissioner Ottinot advised that he was fine with it.

Attorney Christine Bilenki, Miskel Backman LLP, made a presentation which is on file in the City Clerk's Office.

Commissioner Patterson left the dais at 3:58 p.m.

Commissioner Patterson returned to the dais at 4:00 p.m.

Mayor Gomez opened a public hearing on the item.

Illene Lieberman, President, Woodlands 4, spoke in opposition to the variance. She stated this was not what the community was told they were getting by 13th Floor when they had public meetings. She asserted larger homes would add to already problematic traffic and referenced a Broward County road project, noting it would not add capacity to the roadway. She stated the Planning Board did not vote to recommend approval and the Woodlands 4 Board had voted in opposition.

Mayor Denise Grant, City of Lauderhill, commented on the impact this project was having on 64th Avenue. She asserted this would affect Lauderhill, specifically the communities of Cypress Hollows and Forest Lakes. She noted this was an ongoing issue, and Lauderhill residents had been consistent in their opposition of the project.

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She asserted there were safety and quality-of-life issues and requested a meeting with the developer and City Manager regarding potential negotiation of benefits.

Vice Mayor Raymond, Lauderhill, advised that Lauderhill residents are concerned about this project, including traffic, ingress, egress, medical response, and school buses, and asserted these concerns must be mitigated prior to issuance of a permit. He referenced the section of the Development Agreement which assured road improvements. He stated a meeting would be held with the developers and noted there would be opportunities for public input from Lauderhill.

Commissioner Melissa Dunn, Lauderhill, reiterated the previously mentioned concerns of the residents of Lauderhill regarding the project and stated she looked forward to finding a win-win solution. She advised the residents had been consistent in their concern with traffic and risk to access by emergency vehicles. She acknowledged the balance of development and future growth.

Mayor Gomez thanked the representatives of Lauderhill for their attendance and closed the public hearing.

Commissioner Wright Jr. noted increase in residents associated with an increase in the number of bedrooms and asked if a traffic study had been conducted. Attorney Bilenki noted there were five (5) bedroom units in the prior models. She stated a traffic study was submitted as part of the site plan which accounted for these units. She stated the study was subsequently reviewed and analyzed by the City's Traffic Consultant, and funds were provided for within the Development Agreement to provide additional mitigation measures if needed.

Commissioner Wright Jr. asked about parking and green space. Attorney Bilenki explained these items within the plan.

Commissioner Wright Jr. questioned the compatibility of larger homes in communities with smaller homes. Attorney Bilenki stated the average increase in square footage was 300 square feet, and the average covered patio was 274 square feet, accounting for the majority of increase to lot coverage.

Osny Jean, Development Manager, 13th Floor Homes, commented that the five (5) bedrooms had been included in the plan before. He stated the number of bedrooms had been balanced throughout the units.

Commissioner Wright Jr. asked how adding more space would increase property value. Mr. Jean shared that the market had changed over the six (6) years the project had been ongoing, and stated while the previous plans included a patio, the changes would provide for a covered patio.

Commissioner Bolton left the dais at 4:20 p.m.

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Commissioner Wright Jr. noted the variance covered most of the homes. Mr. Jean outlined the model selection process. Discussion continued.

Mayor Gomez stated the Woodlands has a lot of large homes and homes with less than 14 feet between them. She noted the Planning Board had voted 2-2 and stated three (3) car garages may allow for six (6) cars to park on a property. She asked the applicant to describe the traffic improvement planned for Commercial Boulevard and Woodlands Boulevard. Mr. Jean advised that per the Development Agreement, funds would be provided to perform a traffic study, which had identified a requirement for a left-turn lane, but the design of recommended improvements had not yet been finalized.

Mayor Gomez stated the improvements would include designated turn lanes that residents had been requesting for years. She asked if the 160 acres of green space would change. Mr. Jean stated it would not.

Mayor Gomez reviewed the sizes of homes throughout Woodlands 3 and 4 and stated most of the community had covered patios. She asked how many five (5) bedroom units were available. Attorney Bilenki stated seven (7) of the models had five bedrooms. Matthew Nunziata, 13th Floor Homes, provided additional details.

Mayor Gomez asked the impetus for the changes. Attorney Bilenki advised the changes would improve the quality of the homes, would increase property values in the Woodlands and added desirable amenities. She stated the project could be developed without the changes.

Mayor Gomez noted there had been conversations with the prior Mayor of Lauderhill and stated there were to be conversations with the Cypress Hollow and Forest Lakes communities to address their concerns. She commented that she had heard from residents who previously had not supported the project but liked the changes and stated as a resident she did not want to settle for second best.

Commissioner Bolton returned to the dais at 4:30 p.m.

Mayor Gomez stated area property values would improve and commented that the benefits of the changes outweighed the concerns.

Motion Failed: 1-4.

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

11. OTHER

11.a. Discussion and consensus on residents not having water disconnected for nonpayment during the Federal Government shutdown as requested by Commissioner Patterson.

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Commissioner Patterson outlined a request to pause water disconnections for nonpayment during the Federal Government shutdown in consideration of those residents impacted.

Mayor Gomez asked whether this was allowed by Statute. City Manager Sucuoglu confirmed.

Commissioner Bolton stated a similar item had been brought up during the previous Federal Government shutdown. He asked if this had helped residents and the City or if there had been negative implications. Ms. Cajuste responded that there had been issues with collections following suspension of shutoffs during the Pandemic because the bills got higher and because of residents who did not pay when there was not a shutoff. She explained how the pause had been implemented.

Vice Mayor Daniel asked whether this pause was already in place for those impacted. Ms. Cajuste confirmed.

City Manager Sucuoglu advised that there was not a wholesale pause in place, it only applied to those able to provide evidence they are impacted.

Commissioner Patterson asked if this information was being shared with the community, because she had not known. She asked what was being done to ensure Federal workers know. Discussion ensued. City Manager Sucuoglu outlined steps that would be taken to inform the residents.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 4:39 p.m.

Minutes transcribed by Crysta Parkinson, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

_____

Kimberly Dillon, City Clerk

_____

Michelle J. Gomez, Mayor

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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, October 22, 2025.

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

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.

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the November 10th Commission Workshop Minutes.

ATTACHMENTS:
111025 COT-CC Workshop Draft Minutes.docx

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CITY COMMISSION WORKSHOP MEETING MINUTES
MONDAY, NOVEMBER 10, 2025
COMMISSION CHAMBERS
10:00 AM

CALL TO ORDER:

Mayor Michelle J. Gomez called the Monday, November 10, 2025, Regular Meeting of the City Commission to order at 10:01 a.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Dr. Kicia Daniel, Commissioner Marlon D. Bolton (at 10:06 a.m.), Commissioner Krystal Patterson (at 10:04 a.m.), and Commissioner Morey Wright Jr.

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

PLEDGE OF ALLEGIANCE

City Clerk Kimberly Dillon led the Pledge of Allegiance and moment of silence.

AGENDA

1.a. Eastside Community Center Design and Amenities Discussion

Public Works Director Mustafa Albassam and Parks and Recreation Director Melissa Petron made a presentation which is on file in the City Clerk's Office.

Mayor Gomez asked how many years of year-round education were proposed through the nature center or museum under the grant. Ms. Petron stated it was for as long as the City has the property.

Mayor Gomez highlighted discussion regarding water features and dog park. She asked for clarification on the rentable flex meeting rooms and whether the proposed amenities would be changed to meet the desires of the public. Ms. Petron stated the grant requirements had to be met, and then additional amenities could be added.

City Manager Sucuoglu advised that this meeting had been advertised as an opportunity for the public to speak on the proposal. Discussion continued.

Mayor Gomez asserted the proper process had not been followed for public input and the planning had not been transparent.

Vice Mayor Daniel commented on the activities posted, including the fishing pier and pickleball, and thanked staff for adding things people were asking for.

Commissioner Bolton noted the time of the meeting and stated if it was not an appropriate time for public comment, workshops and meetings should not be held at this time. City Manager Sucuoglu stated City business is conducted at both morning meetings and evening meetings to allow for resident participation and noted any change would be at the discretion of the Commission. Discussion continued regarding meeting times and notice for the public hearing.

Commissioner Bolton asked Deputy City Manager Calloway if this was a required meeting under the Land Development Code or other code. Deputy City Manager Calloway advised that it was not. She discussed the site plan process briefly.

1.b. Vice Mayor Rotation Discussion

City Clerk Kimberly Dillon summarized the item.

Vice Mayor Daniel recommended Commissioner Bolton. Commissioner Patterson seconded the recommendation. Commissioner Bolton accepted.

Consensus was to nominate Commissioner Bolton for Vice Mayor.

1.c. Discussion and Consensus on Selection of Non-Profit Agency (Agencies) to Partner with for Relief Efforts in Jamaica

City Manager Sucuoglu explained the City had been collecting supplies for the hurricane relief effort and had gathered a significant amount, with intention to continue until at least the December 12 Commission meeting. He noted a survey had been issued regarding selection of a non-profit organization to partner with to distribute the items, and while the results had not yet been received, Food for the Poor had been recommended repeatedly.

Vice Mayor Daniel suggested Dare to Care. She stated she had contacted Food for the Poor and believed that to be the recommendation of the Jamaican government. She discussed issues with distribution and volunteers.

City Manager Sucuoglu advised that any entities not on the City's charitable list would be discussed for addition at the November 12 meeting.

Commissioner Bolton stated Food for the Poor was an amazing organization and agreed that Dare to Care should be added as a partner. He stated he wanted to ensure this item was not tied in with his initiatives. City Manager Sucuoglu confirmed.

Commissioner Patterson asked what had been collected at this time. City Manager Sucuoglu stated there had been at least a pod-full collected and collection was continuing. Ms. Petron added additional details.

Commissioner Patterson noted the relief collection project had been spearheaded by the Vice Mayor and asked why the organization she was most interested in was not the proposed organization. City Manager Sucuoglu advised that this discussion

referred to the City's collection, outside of the individual efforts of members of the Commission. Vice Mayor Daniel provided additional clarification. She noted this was the same organization she had been working with and pointed out issues with the load on a single organization being too heavy.

Commissioner Patterson suggested Dare to Care as the primary partner with Food for the Poor as secondary. Discussion continued regarding distribution to the hardest hit communities and supplies gathered through Commission initiatives.

Commissioner Wright Jr. thanked Vice Mayor Daniel for including him in her initiative. He stated Commissioner Bolton has established relationships with people and organizations in Jamaica before the hurricane and the City's efforts should be part of supporting his initiative. He noted a large organization may not get the support where it is most needed.

Commissioner Bolton highlighted the hard work that had gone into his initiative and stated if another effort was needed following the City project, he would repeat the initiative. He advised that the work of his initiative had not been finished, as volunteers were going into the communities to deliver the supplies gathered and assist with building.

Mayor Gomez stated Commissioner Bolton was doing a great job with what he was doing and noted that sometimes it takes several organizations to make it happen. She pointed out that other countries had also been brutalized by the storm and these organizations would be able to assist in these areas, as well.

Commissioner Bolton stated he supported Food for the Poor being added to the City's list of charities.

Vice Mayor Daniel commented that it was not a competition, and the more charities that could be helped, the better. She pointed out that the hurricane was Category 5 when it hit Jamaica, and it lessened before hitting other countries. She agreed with previous comments about how difficult it is to get to all of the people without locals who understand how to get to them. She stated the need would continue for years to come.

ADJOURNMENT

There being nothing further to discuss, the meeting was adjourned at 10:41 a.m.

Minutes transcribed by Crysta Parkinson, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

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Kimberly Dillon, City Clerk

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the City Commission Workshop held Monday, November 10, 2025.

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the Minutes of the November 12, 2025, Regular Commission Meeting.

ATTACHMENTS:
11122025 COT-CC Draft Minutes.docx

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REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, NOVEMBER 12, 2025
COMMISSION CHAMBERS
7:00 PM

CALL TO ORDER:

Mayor Michelle J. Gomez called the Wednesday, November 12, 2025, Regular Meeting of the City Commission to order at 7:00 p.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Dr. Kicia Daniel, Commissioner Marlon D. Bolton (at 7:09 p.m.), Commissioner Krystal Patterson, and Commissioner Morey Wright Jr.

Also present were City Manager Levent Sucuoglu, Assistant City Attorney Pamala Ryan, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE

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

1. CITY ATTORNEY REPORT

Assistant City Attorney Ryan had no report.

2. CITY MANAGER REPORT

2.a. Check Presentation to Community Project Funding Recipients for Residential Assistance Program

Mayor Gomez and the City Commission presented a check to a recipient of the Community Project Funding through the Residential Assistance Program.

Item 2.b. was heard following Item 2.e.

2.b. Epilepsy Awareness Month Proclamation

Commissioner Bolton read the proclamation in recognition of Epilepsy Awareness Month and presented it to Sebastian Regalado, Community Resource Specialist, Epilepsy Alliance Florida, and Joshua Beutel.

2.c. Prematurity Awareness Month Proclamation

Commissioner Patterson read the proclamation in recognition of Prematurity Awareness Month and presented it to Sara Bloom, Senior Manager, Donor Development, March of Dimes.

2.d. Lung Cancer Awareness Month Proclamation

Mayor Gomez advised that as there was no recipient present, the proclamation would be entered into the record and made available online.

2.e. Small Business Saturday Proclamation

Mayor Gomez read the proclamation in recognition of Small Business Saturday and presented it to Peter Mason, Executive Director, Tamarac North Lauderdale Chamber of Commerce.

City Manager Sucuoglu made a presentation which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

Mayor Gomez noted the rules for public comment were posted and opened the floor to comments from the public.

1) Carol Mendelson, Woodmont, commented on the City of Tamarac's 2026 budget. She stated the City is small and noted the number of seniors living in poverty and asked where the money is going. She discussed Commission salaries and benefits in comparison with neighboring cities and asked where the money is going. She highlighted various projects and events and asserted oversight was needed.

2) Dr. Kate Johnson, Mainlands 4, thanked the City for the wonderful Veterans Day event and stated it was memorable. She referenced items 11.a. and 11.b. and stated October was the beginning of a new fiscal year, so she was curious as to why more money was needed now. She advised she was familiar with the needs of families during difficult times but was advocating for fiscal responsibility and pointed out the developer fund and initiative funds allocated funds to area charities.

3) Mark Goggin, East Tamarac South, stated the City has a budget, and has to run by it, just like a Homeowners Association must do. He asserted the money comes from the residents and noted discussion on the State level about cuts to property taxes.

4) Ron Wasserman, 8577 Jade Drive, thanked the City for an ongoing great event in recognition of Veterans Day. He highlighted the importance of speaking up about cancer. He thanked Broward Sheriff's Office and stated the Captain and Chief had been very cordial and had his approval.

5) Darcy Schiller, Kings Point, commented on the Eastside Community Center discussion earlier in the week and stated she firmly believes constituent feedback is needed from District 1 residents. She suggested the District 2 Commissioner support fundraising for Haiti and Jamaica. She asked what was going to be done about a finding by the Office of Inspector General.

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6) Andres Martinez, North Lauderdale, shared a complaint regarding a motor vehicle accident and the response of the Service Aide and their supervisor, advising they were slow to respond, rude, and discriminatory.

7) Dr. Karen Scott, Smart Strategic Solutions, encouraged the City to support programs integrating reading and visual arts with virtual reality (VR) technology. She proposed a community-powered reading and art programs for third graders during school breaks which would create a showcase that could be shared with the community.

8) Stewart Webster, Versailles Gardens, thanked the City for an outstanding Veterans Day ceremony. He stated more senior staff should have been present. He commented on the damage left by Hurricane Melissa and highlighted the need in Jamaica, noting he was preparing a presentation outlining ways Tamarac can help.

4. COMMISSION REPORTS

4.a. District 1

Commissioner Bolton played a video which is on file in the City Clerk's Office.

4.b. District 2

Commissioner Wright Jr. commended Commissioner Bolton for his initiative with the drive to support Jamaica and thanked him for honoring his mother at the Pink Gala. He commented briefly on his background as an American and his childhood in the Virgin Islands.

4.c. District 3

Commissioner Patterson led a moment of silence for the two (2) law enforcement officers who lost their lives in Miami-Dade County over the past weeks. She stated as the wife of a police officer, tragedies like these really strike home. Continuing, she highlighted Veterans Day and recognized all who served. She shared various locations she had represented the City of Tamarac in recently, including FIU Maurice A Ferre Institute for Civic Leadership, the North Miami Teach to Fish Women in Leadership Summit, and the Opa-Locka Chamber of Commerce. She invited District 3 residents to join her on Saturday, November 15 at the Sports Complex for a Gobble Gift Card Giveaway in partnership with Publix.

4.d. District 4

Vice Mayor Daniel shared that Get in Step with Kicia, her ongoing line dancing class, would continue on November 13 at Fair Crest Clubhouse. She highlighted Sisterhood in Service on December 18 and stated she was partnering with Sigma Gamma Rho sorority to support those experiencing food insecurity during the holidays. She stated the Dare to Care Relief Concert would be held on December 6 to assist those affected by Hurricane Melissa. She noted great results from the Little

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Voices in Play events and encouraged residents to participate. She highlighted her Facebook and Instagram pages as ways to stay connected with District 4 events. She advised that she was getting a lot of requests from those experiencing food insecurity and asked that those in need continue to reach out.

4.e. Mayor

Mayor Gomez highlighted the Tamarac Food Pantry and Tamarac Pet Pantry as additional resources. She stated it had been a busy couple of weeks, including the Broward County Planning Council meeting, Links for Life, Tamarac North Lauderdale Chamber of Commerce community garden at the Moose, National Sandwich Day, recognition of the First Responders, visiting new businesses in the City, the Chess Challenge, and the Women in Distress event. She shared how honored she was to take part in Paychecks for Patriots and encouraged residents to utilize CareerSource Broward. She highlighted Running on Tamarac on the second Saturday of each month and noted she had the pleasure of representing the City at IRCC Diwali and the Broward County Housing Gala. Continuing, she invited residents to Move with the Mayor on November 14 at 10:30 a.m. at Tamarac Park.

5. CONSENT AGENDA

Mayor Item pulled Item 5.d. for discussion

Moved by Mayor Gomez; seconded by Vice Mayor Daniel to approve the Consent Agenda as amended.

Motion Approved: 5-0.

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

5.a. Approval of the September 24, 2025, Regular Commission Meeting Minutes

5.b. Approval of the October 8, 2025, Regular Commission Meeting Minutes

5.c. TR14317 – A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a three (3) year Microsoft Enterprise Enrollment Agreement, utilizing SHI International Corp., an authorized Microsoft reseller, for the purchase of products and licensing services, payable in three (3) annual installments of $229,193.45, totaling $687,580.35; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5.d. TR14340 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the City of Tamarac's 2026 State Legislative Agenda, attached hereto as "EXHIBIT A"; Authorizing its Transmittal And Distribution to the Florida

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League of Cities, the Broward League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and other Appropriate Agencies and Legislative Officials; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

Mayor Gomez noted a correction had been made to clarify this applied to condominiums rather than Homeowners Associations.

Assistant City Attorney Ryan read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Wright Jr. to approve TR14340 as amended.

Motion Approved: 5-0.

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

5.e. TR14330 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute an Agreement with Southeast Highway Guardrail and Attenuators, LLC, attached hereto as Exhibit "B", utilizing Southeast Florida Governmental Purchasing Cooperative Contract Bid No. ITB #21-22-036, authorizing an expenditure not to exceed $100,000.00 for the installation of guardrails at various locations throughout the city; providing for conflicts; providing for severability; and providing for an effective date.

5.f. TR14332 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve the purchase of two (2) John Deere 410P Backhoes from Dobbs equipment, utilizing Sourcewell contract No. 011723-JDC pricing, in an amount not to exceed $384,148.26; authorizing expenditures from the appropriate accounts not to exceed the approved FY 2026 budget for said purposes; providing for conflicts; providing for severability; and providing for an effective date.

5.g. TR14337 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the City Manager or Designee to execute District 4 (Four) Landscape Maintenance Memorandum of Agreement between The State of Florida Department of Transportation (FDOT) and the City of Tamarac for the Installation and Maintenance of the Gateway Beautification Project Along State Road 817 (University Drive); providing for conflicts; providing for severability; and providing for an effective date.

5.h. TR14342 - A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution R-2025-079, by adding "Caring Hands of South Florida Corporation", and "Food for the Poor", to the list of Charitable Entities with whom the City of Tamarac recognizes a formally approved relationship for the

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

5.i. TR14343 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve the purchase of various Water System Appurtenances from Consolidated Pipe & Supply Company, Inc., Fortiline, Inc. d/b/a Fortiline Waterworks, and Ferguson US Holdings, Inc. d/b/a Ferguson Enterprises, LLC, through the Southeast Florida Governmental Purchasing Cooperative Contract Award, Bid No. ITB #25-017; authorizing an expenditure not to exceed $280,900.00 for said purpose; providing for conflicts; providing for severability; and providing for an effective date.

5.j. TR14345 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the approval and execution of Amendment #1 Agreement between the City of Tamarac and Danto Builders, LLC, attached hereto as Exhibit "2", for the Demolition of City-Owned properties, to provide for a contract extension and increase the project budget amount as a result of the acquisition of an additional property located at 4969 N State Road 7, additional abatement costs, and permitting fees; for an additional contract amount of $75,355.33 and a contingency in the amount of $7,535.53 (10%) for a new total project budget of $525,480.01; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.TR14340 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the City of Tamarac's 2026 State Legislative Agenda, attached hereto as "EXHIBIT A"; Authorizing its Transmittal And Distribution to the Florida League of Cities, the Broward League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and other Appropriate Agencies and Legislative Officials; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

5.k. TR14346 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a Settlement Agreement and Mutual Release between the City of Tamarac and Johnson Controls Security Solutions, LLC (JCSS), attached hereto as Exhibit "1", for the completion and closure of the Citywide Security Systems Upgrade (Phase 1) Project; authorizing the appropriate City Officials to execute said Settlement Agreement and Mutual Release; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

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6. REGULAR AGENDA

6.a. TR14339 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the execution of an agreement with ProTransportation Inc., d/b/a ProKel Mobility for community shuttle service, attached hereto as Exhibit "B," through a piggyback agreement with the City of Coral Springs and ProTransportation Inc., d/b/a ProKel Mobility, attached hereto as Exhibit "A," that runs through February 28, 2027, with the ability to renew for one (1) additional three (3) year term, at a rate of $76.75 an hour; providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Patterson to approve TR14339.

Mayor Gomez advised this item had been presented at the Staff Agenda Review Workshop on Monday, November 10. Parks and Recreation Director Melissa Petrone was available to answer questions.

Mayor Gomez opened a public hearing on the item.

Attorney Dwayne Dickerson, Miskel Backman LLP, representing Limousines of South Florida, Inc. (LSF), prepared to make a presentation on behalf of his client.

Commissioner Bolton questioned whether members of the public were able to make PowerPoint presentations. Discussion ensued. City Manager Sucuoglu and Assistant City Attorney Ryan provided clarification on past practice. Attorney Dickerson provided written materials in lieu of the planned presentation.

Attorney Dickerson stated he was present to request that the City reconsider the award of this piggyback contract. He advised that LSF had been working with the City since June 2025. He stated a draft agreement to piggyback off a contract with Dania Beach had been requested and provided, but the presentation was subsequently canceled as the City was going in another direction. He asserted LSF was the most capable and qualified to provide shuttle services to the City and noted they are local and employ 800 Broward County residents. He discussed qualifications and stated the contract was $8.27 per hour less than the award before the Commission. He asked that the item be deferred for further evaluation.

Mike Levitt, Kings Point, owner of LSF, provided additional details on the piggyback contract discussed by Attorney Dickerson. He stated he had worked with a Procurement Specialist and was unsure what had changed. He asked that the Commission review the materials he had provided, highlighting the lower price.

Kelly Gonzalez Jr., CEO and Founder, ProKel Mobility, distributed a presentation to the dais.

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Discussion ensued as to whether Mr. Gonzalez was the applicant and whether he was limited to the restrictions of public comment. City Manager Sucuoglu advised that the vendor was present to speak in his own public capacity.

Mr. Gonzalez provided a brief overview of his background as a Florida resident and son of immigrant parents from the Dominican Republic. He reviewed the company's experience and introduced his team present. He highlighted his company's internship programs and stated it was an honor to be considered to provide services to the City of Tamarac.

Dr. Kate Johnson, Mainlands 8, commented that she was sure both companies were great, but she was concerned because the City has a procurement process and it should be followed each and every time. She encouraged the Commission to table to issue to allow for property presentations by the companies that want to offer their services as part of the proper procedure.

City Manager Sucuoglu clarified that the proper procurement process is compliant with the City's rules and regulations 100 percent of the time, and at no time is it out of compliance with policies and procedures.

Mayor Gomez closed the public hearing.

Vice Mayor Daniel stated she had met with ProKel Mobility and taken a lot of time to go over everything. She commented that she was impressed, highlighting the innovation the company promised to bring to the City and the story of the owner coming up as a small business and being willing to communicate. She stated it was refreshing to have a company come in and ask what the residents want.

Commissioner Patterson asked staff to confirm whether the contract was a piggyback and what this meant. Senior Procurement Specialist Paul Basser confirmed it was a piggyback contract and outlined the process and requirements for utilizing this option. He confirmed this was a viable option under the law.

Commissioner Patterson asked how many of the City's contracts come through piggyback. City Manager Sucuoglu advised that a number of the City's major contracts were piggybacked. He pointed out that a significant requirement is that contracts are competitively solicited and bid in the original jurisdiction. He stated this process saves the City a significant amount of time, effort, and funds.

Commissioner Patterson stated she had concerns that staff that was not in procurement had been involved in the process, and that the Procurement Director was not present at the meeting to answer questions. She agreed there were two (2) great companies, and the Commission was in a position to make decisions that enhance the City and its services. She asked whether the difference in costs that were referenced were being paid by the City or by Broward County Surtax dollars. City Manager Sucuoglu explained the program is completely funded by the County.

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Commissioner Patterson stated she had also met with the organization and had called other jurisdictions where the company was serving. She advised that she heard great feedback when doing her research. She noted the continuity of staff was an advantage she appreciated and stated they had increased ridership in this underutilized service in other communities where they operate.

Mayor Gomez commented that she had a concern with privatization of a portion of the City's services. She stated she did not think the shuttle had been given the advertising and love that it should have received in recent years. She asked for clarification on savings to the City referenced in the backup materials if the program was funded by Broward County. City Manager Sucuoglu advised it would still be tax payer dollars that funded the program.

Mayor Gomez stated she appreciated that LSF was a resident-owned business, and both were minority owned businesses, which they would have received credit for in a bidding process. She advised that she was conflicted over the item and would be more comfortable receiving presentations from both companies. City Manager Sucuoglu advised that it was staff's recommendation that it was in the best interest of the City and its residents to utilize the services provided by ProKel Mobility. Discussion continued. City Manager Sucuoglu acknowledged a miscommunication between the departments in relation to the agreement with LSF.

Mayor Gomez asserted this process had not been fair and equitable, and both companies should be given the opportunity.

Commissioner Wright Jr. asked what issues had led the City to privatize this service. City Manager Sucuoglu advised that out of 18 cities in Broward County, 13 have contracted the service. He discussed issues with staffing and turnover and noted a private entity may help to expand the service to more residents.

Commissioner Wright Jr. stated he was impressed by the contract and noted a desire to utilize a piggyback agreement with Coral Springs, as they are a benchmark for the City. He asked how staff had learned of the company. City Manager Sucuoglu explained there are not many companies that provide the service and noted close ties with the management staff of Coral Springs.

Commissioner Wright Jr. asked about transportation provided by LSF to the airport. Mr. Levitt responded that they operate all fixed route services for Broward County, but do not service the airport. He noted they had previously owned Supper Shuttle, which provided airport services, and added that they also provide ambulance services in 28 counties. He advised that they operate their own CDL school to meet the need for drivers and reiterated the request to make a presentation.

Commissioner Bolton thanked LSF for coming and stated he knows the company and knows County staff speaks highly of them. He asked the name of the app where riders can check schedules. Mr. Levitt reviewed apps available through LSF. He

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stated they do not have trackers in some cities because the County is in the procurement process to track vehicles Countywide. He noted systems utilized in Miami-Dade County and certain cities.

Commissioner Bolton asked Deputy City Manager Maxine Calloway if LSF had been looked at in this procurement process. Ms. Calloway confirmed that staff had looked at both companies. She highlighted efficiencies staff had found with ProKel Mobility, including the app that would connect users directly to routes and coordination with Broward County, as well as a history of increased ridership in Coral Springs. Discussion continued.

Commissioner Bolton asked Mr. Gonzalez if ProKel Mobility provides transportation to the airport. Mr. Gonzalez confirmed they are contracted with the South Florida Regional Transportation Authority to provide transportation to all three (3) terminals from the Tri-Rail. He discussed emergency services provided and clarified previous discussion regarding discounts.

Commissioner Bolton inquired about the difference in pay between the City and ProKel Mobility. Mr. Gonzalez discussed the calculations and stated they always pay more than drivers were previously receiving when coming in to a new City.

Commissioner Bolton asked if this process was privatizing a department or a service. City Manager Sucuoglu advised that they privatized a portion of the transportation service. He stated at this time, there was one (1) part time employee impacted by the change. Mr. Gonzalez confirmed that employee would be hired at an increased rate of pay and incentive structure.

Commissioner Patterson noted her concerns about a previous piggyback contract had been about the length of service. She reiterated that the agreement was not in violation of the procurement rules and because there had not been a competitive bid, there was not an appeal process. Assistant City Attorney Ryan clarified the process briefly. She noted the original agreement was competitively bid.

Commissioner Wright Jr. shared his experience with improvement to the shuttles at the airport and stated he would support the agreement. He stated sometimes it is necessary to pay more to get more quality, innovation, and technology.

Mayor Gomez objected to the comment that there was only one (1) driver left, pointing out there had been others who left because they were afraid of being privatized and not being absorbed into the new company. Discussion continued regarding costs and savings referenced in the report. City Manager Sucuoglu and Ms. Petrone provided additional details.

Mayor Gomez stated she liked the ProKel Mobility team, as well as their creativity and innovation, but felt there may be innovation with other vendors. She asserted the only way forward was to go back to bid.

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Commissioner Bolton asked about the employees previously employed as drivers. Ms. Petrone explained two (2) part-time drivers had resigned over the past six (6) months, which was similar to past time periods, and noted the remaining driver was not interested in transitioning. Discussion continued. Human Resources Director Danielle Durgan provided additional details.

Motion Approved: 4-1.

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

6.b. TR14344 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City officials to approve and accept the quote with Vortex Aquatic Structures International attached hereto as Exhibit "A" for the purchase and installation of a new sprayground for the Caporella Aquatic Center Sprayground Replacement Project in an amount not to exceed $484,605.50, through a piggyback contract with the National Purchasing Partners (NPP), attached hereto as Exhibit "B"; authorizing an additional appropriation in the amount not to exceed $90,078.50 to be included in a future budget amendment pursuant to F.S. 166.241(8); providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve TR14344.

Mayor Gomez advised this item had been presented at the Staff Agenda Review Workshop on Monday, November 10.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

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

7. ORDINANCE(S) – FIRST READING

7.a. TO2613 - An Ordinance of the City Commission of the City of Tamarac, Florida, establishing "Limited Online Sales" as an accessory use in the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial) zoning districts; amending Chapter 10, Article 3, Section 10-3.2, entitled "Table of Allowed Uses", specifically Table 10-3.1: allowed uses for the inclusion of "Limited Online Sales"; and amending Section

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10-3.4, entitled "Accessory Uses and Structures", to provide the use-specific standards regulating the "Limited Online Sales" use; and amending Chapter 10, Article 6, entitled "Rules of Construction and Definitions", specifically Section 10-6.2(E), entitled "Accessory Uses", of the City of Tamarac code of ordinances, to provide a definition for "Limited Online Sales"; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve Ordinance TO2613 on first reading.

Attorney Ryan Abrams, Abrams Law Firm, representing the owner applicant, made a presentation which is on file in the City Clerk's Office.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 3-2.

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

8. ORDINANCE(S) – SECOND READING

8.a. TO2589 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting amendments to the City of Tamarac Comprehensive plan "with changes", including amendments to the future land use element , the transportation element, the housing element, the infrastructure element, the conservation element, the recreation and open space element, the intergovernmental coordination element, the capital improvements element, the education element, the economic development element, and the private property rights element; additionally providing for the inclusion of an urban design element and implementation / administration element; authorizing the appropriate city officials to take administrative action to transmit the adopted City of Tamarac 2050 Comprehensive Plan as amended inclusive of the supporting data and analysis and all associated tables, exhibits, and maps attached hereto as Exhibit "A" to the state land planning agency housed within the Department of Commerce and other reviewing agencies as required by Florida Statute 163.3184(3); providing for severability; providing for conflicts; and providing an effective date.

Assistant City Attorney Ryan read the title for the record.

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Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to adopt Ordinance TO2589.

Jerome Ross, consultant with the Corradino Group, made a presentation which is on file in the City Clerk's Office.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

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

8.b. TO2606 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 2, of the Land Development Code of the City of Tamarac, Florida, entitled "Zoning Districts", by specifically amending Section 10-2.8, entitled "Qualified Mixed-Use Development Pursuant to the Live Local Act of 2023", to establish procedures and regulations to implement Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, laws of Florida, and as amended by Senate Bill 328 (2024) and Senate Bill 1730 (2025), attached hereto as Exhibit A, to provide for development regulations and administrative review of certain affordable housing projects pursuant to state law; providing for repealer; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to adopt Ordinance TO2606.

Mayor Gomez stated Deputy City Manager Maxine Calloway was present to answer questions.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 4-1.

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

8.c. TO2612 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the Second (2nd) Budget Amendment to the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial

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Policies for the Fiscal Year 2025. By increasing the total revenues and expenditures by a total of $5,299,266 as detailed in Attachment "A" attached hereto and summarized in Attachment "B" attached hereto and incorporated herein; providing that the 2nd amendment is being adopted in the same manner as the original budget and serves as the new adopted budget: providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to adopt Ordinance TO2612.

Mayor Gomez stated Financial Services Director Christine Cajuste was present to answer questions.

Mayor Gomez opened a public hearing on the item.

Dr. Kate Johnson, Mainlands 4, commented that she understood the adjustment for emergency items that were difficult to budget for, but she questioned the additional $60,000 for the City Attorney. She stated the bill was outrageous and asked whether additional work is reviewed or approved. She asked the Commission cut spending.

Mayor Gomez closed the public hearing.

There was no further Commission discussion.

Motion Approved: 3-2.

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

Mayor Gomez called for a recess at 9:45 p.m.

Mayor Gomez called the meeting to order at 10:01 p.m.

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

10.a. TBO100 - Board approving/denying application for special exception to allow for a proposed packaged liquor store in the NC (Neighborhood Commercial) zoning district pursuant to Section 10-3.2, Table of Allowed Uses, Code of Ordinances at 7158 North Nob Hill Road, Tamarac, Florida 33321.

Assistant City Attorney Ryan read the title for the record and outlined the quasi-judicial procedures.

Commissioner Patterson returned to the dais at 10:02 p.m.

Commissioner Bolton returned to the dais at 10:02 p.m.

City Clerk Kimberly Dillon swore in those wishing to provide testimony.

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Mayor Gomez asked for any ex-parte communication. There were none to disclose.

Moved by Commissioner Bolton; seconded by Commissioner Patterson to approve TBO100.

Wysmy Petit Do, applicant, and Bradley Gross, engineer and general contractor on the proposed project, made a presentation which is on file in the City Clerk's Office.

Deputy City Manager Maxine Calloway entered the staff presentation into the record.

Mayor Gomez opened a public hearing on the item.

An unnamed resident stated his home would be the most impacted direct neighbor of this property. He argued this building was surrounded by a residential neighborhood in all directions, and there would be an impact on traffic if the project was successful. He stated the neighbors do not welcome late night parties in the parking lot.

Mayor Gomez closed the public hearing.

Commissioner Patterson asked staff to clarify the purpose of a special exception. Ms. Calloway explained. She provided additional background on historical changes to the use. Commissioner Patterson questioned the reasons behind the Commission's previous decision to limit the use and asked how many of the businesses in the referenced plaza required a special exception. Ms. Calloway responded that most were retail, so were permitted by right. She noted vape and smoke shops, as well as liquor stores, require a special exception.

Commissioner Patterson stated she lives in the neighborhood and has kids and understood the position of the homeowners, but her role as a legislator was to make decisions that are not emotional. She discussed the City's commercial tax base, the desire to support small businesses, and the need to control small business. She asked what the recommendations of the Planning Board and staff had been. Ms. Calloway confirmed both had recommended approval. She noted the application did not conflict with the safeguards of distance requirements and met the standards.

Commissioner Patterson asked if it was Ms. Calloway's belief that the City's Zoning Code aligns with modern standards. Ms. Calloway stated it does and pointed out that it is fluid and hybrid. Discussion continued.

Commissioner Patterson expressed concern there would be people hanging around late at night in the parking lot. She noted the proposed hours were later than other businesses in the plaza and asked how the applicant would align himself with the current character of the neighborhood. Mr. Petit Do stated when the business was open, they would view the demand and adjust based on the customers, asking the City for modifications where necessary.

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Commissioner Patterson stated she would not be inclined to support late night hours and commented that she liked the safety aspects of the presentation. She asked if there were any safety issues or concerns with the liquor store around the corner. Ms. Calloway stated staff had pulled records from Broward Sheriff's Office on all liquor stores in the City and there was nothing beyond the standard calls.

Commissioner Patterson asked if the plaza had adequate parking. Ms. Calloway confirmed the parking was more than adequate. Mr. Gross proffered a change in the hours to reflect the Publix or other businesses if it was the desire of the Commission.

Mayor Gomez asked the applicant to share the reason Tamarac, and this location, were where they wanted to go. Mr. Petit Do stated in looking at the area, he saw a need for the business and saw potential for investment. He advised this was his first liquor store, but he had invested in other successful stores.

Mayor Gomez asked the average age of customers. She stated this is a small plaza in a senior community, and she had never heard that a liquor store was what residents wanted there. She noted she had spoken with owners in the plaza and this was not the type of business they wanted to see. She stated she respected the safety measures but did not believe this met what the City was trying to do. Mr. Petit Do stated his proposed business would be compliant with all local and State laws. He discussed notice to the neighborhood and commented on the lack of opposition presented. Discussion continued.

Commissioner Wright Jr. stated there was a Publix liquor store in Sunrise, but he had a desire to purchase from a Tamarac business, so understood the need for the niche in that part of town. He agreed it was a senior community and stated they may not have a desire to shop late, but those coming from other areas may. Discussion continued regarding proposed hours.

Vice Mayor Daniel shared that the Publix liquor store also closes at 10 p.m. She stated she would support the recommendations of the District 3 Commissioner and what she felt was best for her residents.

Mayor Gomez asked what kind of alcohol would be sold. Mr. Petit Do stated it would be liquor, beer, and wine, including local and imported. Mayor Gomez asked if there would be customer delivery. Mr. Petit Do advised that there was not yet a plan for this. Mayor Gomez stated if this application was approved, she did not believe the license should be transferable to the next owner.

Commissioner Bolton highlighted the proclamation for Small Business Month at the beginning of the meeting and stated it should not be selective. He asked what city Mr. Petit Do lived in and why he did not open a store there. Mr. Petit Do stated he lives in Sunrise and did not find a compliant location there.

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Commissioner Bolton stated he did not like alcohol and noted the displaced citizens drinking late at night outside the liquor store in the plaza where his church is located, even when the store is closed. Mr. Petit Do advised that he would be selling packaged liquor to be consumed off premises. Discussion continued.

Commissioner Wright Jr. shared that his experience was that he did not see people hanging out outside the liquor store he visits.

Commissioner Bolton inquired as to what safeguards the City has in place if they were to approve the special exception and then something happens. Ms. Calloway advised that if the conditions of a special exception are not met, it can be revoked. She reviewed the four (4) conditions.

Commissioner Bolton asked if the applicant's State license had been verified. Ms. Calloway stated this would take place at the time of Business Tax Receipt, along with the Certificate of Use. Mr. Petit Do advised that he had purchased a liquor license approximately six (6) months prior. Discussion continued.

Commissioner Patterson asked if the applicant had signed a lease or invested in the business. Mr. Petit Do stated that in addition to the license, he had spent more than $20,000 to date.

Commissioner Patterson suggested additional conditions, including a one (1) year return to the Commission for a review of business practices, that no deliveries be accepted before 8 a.m., closure at 8 p.m. and 5 p.m. on Sunday, and that if calls to BSO for service exceed that of the other store, this be evaluated and reported to the Commission. Ms. Calloway asked the applicant if they were amenable to these added conditions. Mr. Petit Do confirmed that he agreed.

Mr. Gross asked the deciding factors of the one (1) year review. Ms. Calloway clarified what would be reviewed. Mr. Gross asked if issues at this review would result in revoking the business' license. Commissioner Patterson stated anything was possible subject to a vote. She noted the feelings of the neighborhood and agreed with Mayor Gomez's previous comments that not many businesses do well in this plaza. Discussion continued regarding a review and potential issues related to other types of businesses.

Commissioner Patterson stated she was disinterested in disrupting the character or integrity of District 3.

Mayor Gomez commented on concerns based on other liquor stores and noted this was a small plaza nestled between a lot of small homes. She stated the special exception allowed an opportunity to be heard and advised that one (1) year reviews were also required for businesses that wanted to be open late.

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Commissioner Bolton asked for clarification on the one (1) year review process required of night clubs. Ms. Calloway outlined the process and stated review was done by staff. Commissioner Bolton asserted that if this were being imposed on the business owner, it should be consistent with what is required of night clubs.

Commissioner Bolton questioned the 5 p.m. closure requirement on Sundays and asked the applicant what time he had planned to close on Sundays. Mr. Gross advised that the proposal was from noon to 9 p.m.

Commissioner Bolton suggested the proposed hours be maintained during the one (1) year review period and stated he supported the recommendation of no deliveries prior to 8 a.m.

Commissioner Patterson reiterated that she believed a Code change was needed, as the Commission should not be deliberating at this level regarding a business. Discussion continued regarding the hours of neighboring businesses and the proposed conditions.

Ms. Calloway reviewed the added conditions, including:

- No deliveries to the business before 9 a.m. on any day of the week.
- One (1) year review to be conducted by staff of the operation and service calls to the business to determine whether the business is performing consistent with Code.
- Hours of 10 a.m. to 9 p.m. Monday through Saturday and noon to 8 p.m. on Sunday.

Motion Approved: 4-1.

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

Mayor Gomez highlighted the Commission rule that continuing past 11:30 p.m. would require a motion to extend.

Moved by Commissioner Wright Jr.; seconded by Commissioner Bolton to extend the meeting to complete the agenda.

Motion Approved: 5-0.

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

10.b. TBO101 - Board approving/denying application for variance seeking relief from Section 10-4.10(D)(3)(f)(iii), Code of Ordinances, to allow for two (2) façade signs with one (1) façade sign not located on the primary frontage of the tenant bay for a multiple tenant building with external access versus one (1) façade sign per

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tenant bay located on the primary frontage of the tenant bay for a multiple tenant building with external access to the individual tenant bay permitted at 7613 NW 57 Street, Tamarac FL 33321.

Assistant City Attorney Ryan read the title for the record.

City Clerk Kimberly Dillon swore in those wishing to provide testimony.

Mayor Gomez asked for any ex-parte communication. Commissioner Wright Jr. disclosed a meeting with Rachel Wilson two (2) weeks prior. Mayor Gomez stated she also met with Ms. Wilson at her place of business and spoke with the owners of the plaza at ICSC. Vice Mayor Daniel, Commissioner Bolton, and Commissioner Patterson had no disclosures.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr. to approve TBO101.

Rachel Wilson, designated agent for the applicant, made a presentation which is on file in the City Clerk's Office.

Deputy City Manager Maxine Calloway entered the staff presentation into the record.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

Commissioner Wright Jr. asked the reason the dumpsters were on this side of the building and could not be moved to the back. Ms. Calloway explained the move was in response to a Code Enforcement violation, and the dumpsters had been permitted and completely installed less than six (6) months prior.

Vice Mayor Daniel asked if there were other businesses located within the area of the sign. Ms. Wilson advised there were other businesses on either side of the breezeway, but there were no other entrances to businesses within the breezeway and other entrances had parking.

Vice Mayor Daniel stated the plaza looked greatly improved. She asked why the signage should be approved if this was not the only business. Ms. Wilson clarified there were no dumpsters in front of the building during the lease process. Discussion continued regarding parking, visibility, and neighboring businesses.

Commissioner Bolton asserted the discussion of parking in tandem with the discussion of signage on the breezeway was confusing. He noted Vice Mayor Daniel had expressed concern other businesses would be disenfranchised and asked about the location of other signage and the reason this additional sign was important. Ms. Wilson outlined the request and the justification. She noted there had been an opportunity for other businesses to ask questions in response to the

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public notice which had been conducted. Ms. Calloway confirmed that businesses within 400 feet of the property were notified and a sign was erected on the property. She pointed out the neighboring businesses currently have signage.

Commissioner Bolton stated he liked how the sign looked, but he was just unsure if he agreed with the breezeway sign because of impact on neighboring businesses. He commented that he did not think foot traffic in the plaza would be necessary for the business to be successful. Ms. Wilson discussed challenges with building awareness of primary care in the community.

Commissioner Patterson commented that she was disturbed that dumpster enclosures had been added in the middle of a parking lot. Tony Palacios, Building Official, shared that this had been done by a prior owner due to Code Enforcement issues. He discussed the approved plans briefly.

Commissioner Patterson asserted this process was imposing additional fees and burdens on business owners. He stated the enclosures were to Code and were approved. Ms. Calloway provided additional details. She explained the plaza was large and this was among the several ideal locations selected based on access.

Commissioner Patterson argued this was an issue with the Zoning Code. Ms. Calloway provided historical information on a staff proposal denied by the Commission in 2018 to update the Code to be consistent with neighboring jurisdictions. Discussion continued.

Commissioner Patterson asked what the alternatives were to the requested variance. Ms. Calloway stated the Planning Board and staff had recommended approval because they recognized that no other businesses would be impacted. Ms. Wilson commented that the sign was as modest as possible and explained the reason for requesting both signs.

Mayor Gomez referenced the aerial photograph of the property and asked what was considered the back end. Mr. Palacios stated the 57th Street side was considered part of the back end. Mayor Gomez asserted there were stores on that side and the plaza did not have a back end.

Mayor Gomez asked the applicant to discuss the difficulties of patients reaching the practice. Ms. Wilson described an example of a patient experiencing hardships while arriving by wheelchair.

Mayor Gomez stated there had not been three (3) dumpsters in this location before, as they have been moved from various other areas. Mr. Palacios confirmed they had been located further west.

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Mayor Gomez commented that neighboring businesses had their own signage and she did not know why this was such an issue. She stated this business was being blocked and needed help. She asserted this was a simple sign that looked nice.

Commissioner Wright Jr. posited this may be the only business in the plaza with an entrance on both sides, and this sign would assist with wayfinding. He asked if the landlords had any issues with the location of the sign. Ms. Wilson stated in her conversations with the owners, they had been supportive.

Commissioner Wright Jr. stated that if the landlord had no issue, the Commission should not have an issue. He asserted this location was unique and the sign fit with the look of the plaza.

Vice Mayor Daniel stated she liked the sign, and it was about marketing, not about parking issues. She asserted the dumpster enclosures made the location better for the businesses located there.

Commissioner Bolton reiterated his concern the signage gave the impression the business was the only one located there and noted there were no other applicants.

Motion Approved: 5-0.

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

11. OTHER

11.a. Discussion and Consensus Regarding a Charitable Donation to Dare to Care for the Thanksgiving Food Distribution in Response to the Government Shutdown and Temporary Loss of Food Assistance Benefits as requested by Vice Mayor Kicia Daniel.

Vice Mayor Daniel outlined a request to divide the $72,000 donated annually to Area Agency on Aging to be split between this agency and Dare to Care. She suggested Dare to Care could be asked to do a monthly food bank for residents.

Mayor Gomez commented that there was a proposal process and these funds were in the budget. She asked staff what would happen if a nonprofit was told they would no longer receive some of their funds. City Manager Sucuoglu stated he was unable to comment on what impact this would have on operating conditions. He noted the funding to this organization had been the same for a number of years.

Mayor Gomez stated the City's contribution to Area Agency on Aging is its "fair share" and all of the cities in the County budget to help take care of their senior population and those with disabilities. She asserted that she wanted to support helping people, but not by hurting another.

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Vice Mayor Daniel advised that the same Tamarac residents would be helped. She stated 100 percent of the residents her office has sent to Area Agency on Aging had been sent back. She argued that they had been receiving these funds for years and now the needs are greater.

Mayor Gomez stated she had sent people to the organization who were being helped. She noted they have various resources for seniors and those with disabilities. She stated additional dollars should be found for Dare to Care without taking away from funds already committed.

Vice Mayor Daniel asked staff whether any funding had been provided yet this fiscal year and whether they had been informed of funding. Christine Cajuste, Financial Services Director, stated the request had been made through the budget process and the organization sends a breakdown of the number of people served and the allocation of costs.

Vice Mayor Daniel asserted it was time for a change. She stated there was a humungous need and the organization was not meeting it. City Manager Sucuoglu discussed the services offered.

Commissioner Patterson asked for clarification on the procurement process. City Manager Sucuoglu stated it was approved through the budget process by the Commission. Ms. Cajuste added that there was not an agreement in place, it was strictly a donation.

Commissioner Patterson further questioned the procurement process. City Manager Sucuoglu asked that staff have the opportunity to research the history of the relationship and whether the decision was made by resolution and report back. Discussion continued regarding the process for charitable donations and the selection of the organizations funded by the City.

Commissioner Patterson stated she supported the request of Vice Mayor Daniel and there was no reason funds could not be split between two (2) organizations to ensure services were being provided.

Commissioner Wright Jr. commented that everyone is aware there is an affordability crisis across the country. He agreed with Mayor Gomez that there was a commitment made and this should be continued and noted the budget process in other cities includes a line-by-line review of expenditures. He suggested a specific donation amount for Dare to Care be discussed.

Commissioner Bolton shared that six (6) years prior, the Area Agency on Aging had presented their services at Commission Workshop. He noted he had sent people to the organization for services. He stated Dare to Care was an amazing organization and was deserving of being added to the annual funding list to assist their

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organization. He asked that funding to Area Agency on Aging be halted until they come in to make a presentation and that funding be reduced by the amount donated to Dare to Care.

Vice Mayor Daniel stated her recommendation was to reduce the donation by 50 percent and allocate that to Dare to Care so that staff can work with the organization to have a food bank in Tamarac and deliver food on a monthly basis.

Commissioner Bolton commented that in addition to asking Area Agency on Aging to make a presentation, he would like to see a letter sent out to all of the charities on the list offering them the opportunity to make a presentation to compete for the remaining $36,000.

Moved by Commissioner Bolton; seconded by Vice Mayor Daniel to treat Dare to Care in the same way that Area Agency on Aging is treated, to allot $36,000 to be remitted to the organization annually beginning with the submission of a memo or invoice for payment.

Mayor Gomez explained her reason for not supporting this had nothing to do with the organizations, but with procedure, budgeting, and notice.

Assistant City Attorney Ryan stated a resolution from 1997 had been located regarding Area Agency on Aging. She recommended the funding to that agency be left in place until staff were able to conduct the research to provide the appropriate information to the Commission.

Vice Mayor Daniel asked that payment to Area Agency on Aging be halted until there was a full understanding of why residents that fit the criteria are being turned down and why the funds had been provided for decades.

Commissioner Bolton reiterated that organizations that provide similar services should also be asked to make a presentation so the Commission could make an informed decision. Discussion continued regarding charitable organizations to include on the list.

Commissioner Patterson clarified that Dare to Care would be funded now. Ms. Cajuste advised that a budget amendment would be required.

Commissioner Patterson stated she would like the presentation from Area Agency on Aging to be district specific. Discussion continued.

City Clerk Dillon clarified that the intent was the motion include a halt on funds to Area Agency on Aging pending a presentation. Commission Bolton confirmed.

Motion Approved: 4-1.

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

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11.b. Discussion and Consensus on a One-Time Charitable Donation Allocation of an Additional $5,000 for Each Elected Official, to be Distributed to Local Charitable Organizations as requested by Commissioner Bolton.

Commissioner Bolton outlined a request to support local charitable organizations in a time when there is need throughout the world and the community. He noted this would be a one (1) time boost and was not an annual request.

Commissioner Wright Jr. asked for clarification on the request. He noted the elected officials currently get $3,000 each. Commissioner Bolton advised the request was to increase this amount to $8,000.

Consensus was to move forward with the increase. Mayor Gomez did not vote.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 12:53 a.m.

Minutes transcribed by Crysta Parkinson, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

_____

Kimberly Dillon, City Clerk

_____

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, November 12, 2025.

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

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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.

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: December 10, 2025

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14347

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14347 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the execution of an Agreement with David Mancini and Sons, Inc., for a one-year contract term through December 10, 2026, to provide Emergency Water Main and Force Main Repair Services for the City's potable water distribution and wastewater collection systems, authorizing expenditures from the appropriate accounts in an amount not to exceed the adopted annual Water Main and Force Main Emergency Repair and Replacement Capital Budget of $300,000.00 or as may be amended by the City Commission for said purpose, utilizing contract pricing for the same or similar products per Sourcewell Contract No. FL-R6-CC-092524-DMS; authorizing the City Manager or designee to approve task authorizations associated with this emergency services contract; authorizing proper City Officials to execute contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Public Services Director recommends that the City Commission approve unspecified future emergency repairs to water mains and force mains through David Mancini & Sons, Inc., utilizing Sourcewell contract FL-R6-CC-092524-DMS, in an amount not to exceed the adopted annual Capital budget for the Water Main and Forced Main Emergency Repair and Replacement Project, or as may be amended by the City Commission, through the remainder of the term of the Sourcewell Contract, for a period of twelve (12) months through December 10, 2026.

BACKGROUND: The Public Services Department is responsible for maintaining the City's potable (drinking) water distribution and the wastewater collection systems. These systems are comprised of approximately 33 miles of wastewater force

mains, 160 miles of gravity mains and approximately 265 miles of water mains. In addition, the City also maintains 86 lift stations, 146 sanitary sewer force main valves, more than 4,000 manholes, and over 2,200 fire hydrants.

Due to the complexity and size of the systems, along with the criticality of most components, it is essential that repairs be made in a timely manner. The Public Services Department strives to make as many repairs as possible with in-house labor and materials. For repairs that, due to size, scope, or complexity, require a contractor, the Department endeavors to obtain competitive quotes or competitive bids, and to schedule the repairs to minimize disruption to the residents and businesses of Tamarac. However, for repairs that are critical in nature, and cannot be completed in-house (such as wastewater lift station and large size forced main and water main repairs), it is essential to have a contractor available for use to make such emergency repairs. The use of competitively procured contracts that are readily available for use is an efficient and cost-effective way to complete emergency repairs.

By utilizing the Sourcewell Contract FL-R6-CC-092524-DMS, the City will have fixed prices for equipment and materials and will minimize the pricing surge that can come with requesting prices for such emergency repairs. Furthermore, the processing time to procure a contractor by competitive bidding will be significantly reduced, resulting in more effective systems maintenance and operations.

Approval by the City Manager or Designee shall be required for any Task Authorization associated with this Emergency Services Contract.

ISSUE: Approval of unspecified future emergency repairs to water mains and force mains, utilizing the Sourcewell Contract FL-R6-CC-092524-DMS, not to exceed the adopted annual Capital budget for said purposes, or as may be amended by City Commission.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR 14347 - MEMO Emergency Repairs 11.19.25 V2.docx
TR 14347 - RESOLUTION_Emergency_Repairs 12.2.25.docx
Exhibit 1 -TR 14347 Contract Sourcewell.pdf
Exhibit 2 -TR 14347 Agreement DAVID MANCINI AND SONS, INC.docx

City of Tamarac
Interoffice Memorandum
Public Services

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager/Community Development Director**

Thru: **Mustafa Albassam, P.E., Director of Public Services**

From: **Earl Henry, P.E., Assistant Public Services Director/Utilities** EH

Date: **November 19, 2025**

Re: **Temp. Reso. #14347 – Emergency Water Main and Force Main Repairs, Project No. UT24F**

Recommendation

The Public Services Director recommends that the City Commission approve unspecified future emergency repairs to water mains and force mains through David Mancini & Sons, Inc., utilizing Sourcewell contract FL-R6-CC-092524-DMS, in an amount not to exceed the adopted annual Capital budget for the Water Main and Forced Main Emergency Repair and Replacement Project, or as may be amended by the City Commission, through the remainder of the term of the Sourcewell Contract, for a period of twelve (12) months through December 10, 2026.

Issue

Approval of unspecified future emergency repairs to water mains and force mains, utilizing the Sourcewell Contract FL-R6-CC-092524-DMS, not to exceed the adopted annual Capital budget for said purposes, or as may be amended by City Commission.

Background

The Public Services Department is responsible for maintaining the City's potable (drinking) water distribution and the wastewater collection systems. These systems are comprised of approximately 33 miles of wastewater force mains, 160 miles of gravity mains and approximately 265 miles of water mains. In addition, the City also maintains 86 lift stations, 146 sanitary sewer force main valves, more than 4,000 manholes, and over 2,200 fire hydrants.

Due to the complexity and size of the systems, along with the criticality of most components, it is essential that repairs be made in a timely manner. The Public Services Department strives to make as many repairs as possible with in-house labor and materials. For repairs that, due to size, scope, or complexity, require a contractor, the Department endeavors to obtain competitive quotes or competitive bids, and to schedule the repairs to minimize disruption to the residents and businesses of Tamarac. However, for repairs that are critical in nature, and cannot be completed in-house (such as wastewater lift station and large size forced main and water main repairs), it is essential to have a contractor available for use to make such emergency repairs. The use of competitively procured contracts that are readily available for use is an efficient and cost-effective way to complete emergency repairs.

By utilizing the Sourcewell Contract FL-R6-CC-092524-DMS, the City will have fixed prices for equipment and materials and will minimize the pricing surge that can come with requesting prices for such emergency repairs. Furthermore, the processing time to procure a contractor by competitive bidding will be significantly reduced, resulting in more effective systems maintenance and operations.
Approval by the City Manager or Designee shall be required for any Task Authorization associated with this Emergency Services Contract.

Fiscal Impact:

The Public Services Department maintains an annual budget for emergency Water Main and Force Main Repairs in the Utilities Capital Improvement Program. The proposed Resolution would authorize the use of the Sourcewell Contract for emergency repairs to the water mains and force mains throughout the City. Funding in the amount of $300,000.00 is available in the Fiscal Year 2026 Adopted Budget in Account Number 441-6030-533.63-30, under Project Number UT24F.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DAVID MANCINI AND SONS, INC., FOR A ONE-YEAR CONTRACT TERM THROUGH DECEMBER 10, 2026, TO PROVIDE EMERGENCY WATER MAIN AND FORCE MAIN REPAIR SERVICES FOR THE CITY'S POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS, AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS IN AN AMOUNT NOT TO EXCEED THE ADOPTED ANNUAL WATER MAIN AND FORCE MAIN EMERGENCY REPAIR AND REPLACEMENT CAPITAL BUDGET OF $300,000.00 OR AS MAY BE AMENDED BY THE CITY COMMISSION FOR SAID PURPOSE, UTILIZING CONTRACT PRICING FOR THE SAME OR SIMILAR PRODUCTS PER SOURCEWELL CONTRACT NO. FL-R6-CC-092524-DMS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE TASK AUTHORIZATIONS ASSOCIATED WITH THIS EMERGENCY SERVICES CONTRACT; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Water Distribution System is comprised of approximately 265 miles of water mains, and the Wastewater Collection System is comprised of approximately 33 miles of force mains and 160 miles of gravity mains; and

WHEREAS, the Public Services Department is responsible for the inspection, maintenance, and repair of the Water Distribution and Wastewater Collection Systems; and

WHEREAS, the Department strives to complete repairs in-house when practical and to schedule and competitively bid out repair work beyond the capacity of the Department; and

WHEREAS, due to the critical nature of the Water and Wastewater Systems, timely emergency repairs are occasionally required, and cannot be efficiently procured using conventional bidding processes and/or are beyond the capacity of the Department, requiring outside contractors; and

WHEREAS, obtaining pricing proposals at the time of emergency repair may result in surge pricing due to the urgent nature of the work, it is advantageous to have an existing construction services contract for such emergency repairs; and

WHEREAS, City staff evaluated the current marketplace and determined that the use of Sourcewell Contract FL-R6-CC-092524-DMS is in the City's best interest for such emergency repairs, pursuant to City Code Section 6-148 (d), which permits the use of contracts established by other governmental agencies. A copy of the Sourcewell Contract FL-R6-CC-092524-DMS is attached hereto as Exhibit "1"; and,

WHEREAS, the approval by the City Manager or Designee shall be required for any Task Authorization associated with this Emergency Services Contract; and

WHEREAS, it is the recommendation of the Director of Public Services, Director of Financial Services, and the Procurement & Contracts Manager to authorize the use of Sourcewell Contract FL-R6-CC-092524-DMS for emergency repairs, effective

immediately through December 10, 2026, , and that the City Manager or designee be authorized to execute the Agreement between the City of Tamarac and David Mancini and Sons, Inc., attached hereto as Exhibit “2” and further be authorized to execute all annual renewals; and

WHEREAS, the City Commission deem it to be in the City’s best interests to procure emergency water and wastewater repair services, utilizing Contract No. FL-R6-CC-092524-DMS awarded by Sourcewell to David Mancini, & Sons, Inc. and authorize an expenditure not to exceed the adopted annual Capital budget for the Water Main and Forced Main Emergency Repair and Replacement Project, or as may be amended by the City Commission for said purpose.

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, and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The annual purchase of emergency water main and force main repairs utilizing competitive procurement methods including, Contract No. FL-R6-CC-092524-DMS awarded by Sourcewell to David Mancini & Sons, Inc. in an amount not to exceed the adopted annual Capital budget for Water Main and Forced Main Emergency Repair and Replacement Project, or as may be amended by the City Commission during the effective contract term through December 10, 2026 for said purpose is HEREBY

authorized.

SECTION 3: The City Commission HEREBY approves the expenditures from the appropriate accounts not to exceed the adopted annual Capital budget for the Water Main and Forced Main Emergency Repair and Replacement Project, or as may be amended by city commission for the purchase of emergency water main and force main repairs.

SECTION 4: Approval by the City Manager or Designee shall be required for any Task Authorization associated with this Emergency Services Contract. The City Manager or designee is HEREBY authorized to extend or renew the Agreement and to approve assignments and other amendments, as appropriate.

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 count of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

"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 _____, 2025.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

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

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

_____
HANS OTTINOT
CITY ATTORNEY

Sourcewell

Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R6-CC-092524-DMS

Service Type: Civil/Site Work

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **David Mancini and Sons, Inc.**, 2601 Wiles Rd, Pompano Beach, Fl 33073 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.

   a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.

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

II. REGION AND SERVICES

The Contractor's Region is: Region 6. The Contractor's IDIQ construction service type is: Civil/Site Work. The Contractor has agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.3500.

B. **Other Than Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.4500.

C. **Normal Working Hours and Performed in Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.4500.

D. **Other Than Normal Working Hours and Performed in Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.5500.

E. **Non-pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.3500.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Fabio Angarita. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/11/2024 | 8:38 AM CST

David Mancini and Sons, Inc.

DocuSigned by:
By: FA
DED1883673534A5...
Fabio Angarita
Title: Vice President

Date: 12/11/2024 | 5:16 AM PST

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
DAVID MANCINI AND SONS, INC

THIS AGREEMENT is entered into on_____, 20 ___ between the City of Tamarac, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, Florida 33321 (City) and David Mancini and Sons, Inc, a corporation with principal offices located at 2601 Wiles Rd, Pompano Beach, FL 33073 (Contractor) for the purpose of providing Water Main and Force Main Emergency Repair and Replacement Contractor to the City of Tamarac. The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration in an amount not to exceed pricing provided to the City of Pompano Beach and included and incorporated herein, Contractor shall comply with the terms and conditions of Sourcewell Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number FL-R6-CC-092524-DMS dated December 11,2024, attached hereto as Exhibit A. All terms and conditions of the contract documents set forth in Exhibit A are incorporated herein as if set forth in full.

2. Upon execution of this Agreement, all references made to Sourcewell Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number FL-R6-CC-092524-DMS Exhibit A shall be interpreted as pertaining to the City of Tamarac, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the City of Tamarac. It is understood that wherever the words “agency name” or “agency board name” appear, they shall be read as “City of Tamarac” and “City of Tamarac Commissioner”.

3. Term:

   The term of this Agreement shall be concurrent with the term set forth in Exhibit A, through December 10, 2026, effective on the date of approval of this Agreement. The City reserves the right to renew this Agreement for up to one (3) additional five (1) year extensions, in the event Sourcewell Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number FL-R6-CC-092524-DMS is renewed by Sourcewell.

4. This agreement, including Exhibit A, constitute the entire agreement between the City and the Contractor. In the event of a conflict between these documents, this Agreement shall prevail, followed in precedence by Exhibit A in that order.

5. Pricing and Payments:

   Pricing shall be in accordance with unit pricing provided in Sourcewell Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number FL-R6-CC-092524-DMS Charlotte County in Exhibit A and shall not exceed Three Hundred Thousand Dollars and Zero Cents ($300,000.00). All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6. Insurance: In addition to the insurance requirements stated in Exhibit A, Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City’s Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. 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. The following minimal insurance coverage shall be provided:

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

   The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

   The City must be named as a certificate holder and an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

   This coverage shall be an "Any Auto" type policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

   The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

d. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the City for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

e. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

f. 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.

7. Indemnification:

a. 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.

b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

d. The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

e. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

8. Non-Discrimination & Equal Opportunity Employment:

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. 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, genetic information 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. 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.

9. 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.

10. 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.

11. Termination:

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

b. 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.

12. Public Records

a. The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service;

2. Upon request from the City's custodian of public records, 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 a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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 contract if the contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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.

b. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

13. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel.

Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

13.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 the 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 the enforceability of that provision or of the remainder of this Agreement.

19. 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.

20. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

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

With a copy to City Attorney at the same address:

CONTRACTOR
David Mancini and Sons, Inc
Attn: Fabio Angarita
2601 Wiles Rd
Pompano Beach, FL 33073
Phone: (954) 551-2324
Email: fangarita@dmsi.co

21. Public Records Custodian

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 Vice President duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

David Mancini and Sons, Inc
Company Name

Signature of Corporate Secretary

Signature of President

Fabio Angarita
Type/Print Name of Corporate Secy.

Type/Print Name of President

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
: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 Fabio Angarita, President of David Manicini and Sons, Inc 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: December 10, 2025

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14351

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14351 - A Resolution of the City Commission of the City of Tamarac, Florida, electing Commissioner Marlon Bolton as the next Vice Mayor to serve a term of one year beginning December 10, 2025, with no succession; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The City Clerk and City Manager is recommending that the City Commission approve TR14351, electing a Vice Mayor to serve a term of one year beginning December 10, 2025, with no succession.

BACKGROUND: In accordance with the City of Tamarac's Charter, Section 4.03: Mayor and Vice Mayor, stipulates in part that each November, no earlier than the third Tuesday, a majority of the commissioners shall elect a vice-mayor. The vice-mayor shall serve as acting mayor in the absence or disability of the mayor with all powers and duties of the mayor. The vice mayor shall serve a term of one (1) year and shall not serve successive one (1) year terms. In the event of a vice-mayoral vacancy, a majority of the commission shall elect a new vice-mayor who shall serve the remainder of the unexpired term.

ISSUE: Commissioner District 4, Kicia Daniel, was appointed Vice Mayor via Resolution R-2025-116 at the December 11, 2025, City Commission meeting, and his term expires in November 2025.

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

ATTACHMENTS:

TR14351- Selection of Vice Mayor Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ELECTING COMMISSIONER MARLON BOLTON AS THE NEXT VICE MAYOR TO SERVE A TERM OF ONE YEAR BEGINNING DECEMBER 10, 2025, WITH NO SUCCESSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.03 of the Tamarac City Charter provides in pertinent part; “Beginning November 2008, and each November thereafter, no earlier than the third Tuesday, a majority of the commissioners shall elect a Vice Mayor” ; and

WHEREAS, Section 4.03 of the Tamarac City Charter further provides that “The Vice Mayor shall serve a term of one year and shall not serve successive one-year terms” ; and

WHEREAS, the City Clerk and City Manager recommend the City Commission elect a Vice Mayor to serve a one-year term with no succession; 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 elect a Vice Mayor to serve from December 10, 2025, with no successive terms.

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

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

SECTION 2: That **Commissioner Marlon Bolton** is elected to serve as Vice Mayor, for a term of one year, with no successive term, beginning December 10, 2025.

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED, ADOPTED AND APPROVED this _____ day of _____,

2025.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

HANS OTTINOT
CITY ATTORNEY

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: December 10, 2025

SUBMITTED BY: Collette Tibby

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14335

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14335 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the Affordable Housing Incentive Strategies recommendation report of the Affordable Housing Advisory Committee (AHAC) and authorizing the transmittal of the recommendations in an annual report attached hereto as Exhibit “A” to the Florida Housing Finance Corporation in accordance with section 420.9076 (4) Florida Statutes; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
AHAC Memo TR14335.docx
AHAC Reso 2025-TR 14335.docx
Exhitbit A - AHAC 2025 Recommendation Report-TR14335.pdf
PUBLIC NOTICE- AHAC_CAPER REPORTS_ 2024-25.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu, City Manager

FROM: Maxine Calloway,
Community Development Director

DATE: November 10, 2025

RE: **Recommendation of Incentive Strategies by Affordable Housing Advisory Committee Members TR #14335**

Recommendation: The Director of Community Development recommends the Mayor and City Commission review the recommendations of the 2025 Affordable Housing Advisory Committee and adopt the strategies that they deem to be in the best interest of the City of Tamarac.

Issue: As an entitlement municipality in the State Housing Initiatives Partnership (SHIP) Program, the City is required to establish an Affordable Housing Advisory Committee (AHAC) to recommend monetary and non-monetary incentives for the Local Housing Assistance Plan (LHAP) and submit a report to the State on an annual basis.

Background:
Prior to October 1, 2020, the AHAC report was due triennially. House Bill 1339 changed the requirements, which now requires an annual report and the appointment of a locally elected official to the committee.

Commissioner Elvin Villalobos last day as an elected official in the City of Tamarac was November 25, 2024. On January 8, 2025, the newly elected Commissioner Krystal Patterson was appointed to the AHAC through resolution R-2025-002.

The AHAC report is due to the State by December 31st every year. The AHAC Committee met on May 22, 2025, to review the eleven incentive strategies. Based on the public meetings noted above, this recommendation report (Exhibit A) has been drafted for review and adoption by the City Commission. Upon adoption, the report will be submitted to the State and incentive strategies will be incorporated into the current LHAP.

For funding year 2024-2025, the City's allocation for the SHIP program is $553,424. As a requirement of SHIP, entitlement municipalities receiving funding above the $350,000 threshold must, through its AHAC, review and recommend monetary and/or non-monetary incentives for the Local Housing Assistance Plan.

The AHAC did not make any new recommendations for additional incentive strategies. Only the existing four incentive strategies will be implemented and incorporated into the LHAP.

1. The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
2. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
3. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing
4. The support of development near transportation hubs and major employment centers and mixed-use developments.

Fiscal Impact: There are no expected expenses associated with adopting the Affordable Housing Advisory Committee recommendations and is consistent with the City's Goal #4, Tamarac is Vibrant.

Maxine Calloway,
Community Development Director

Attachments:
Temp. Reso. No. 14335
Exhibit A: AHAC 2025 Recommendation Report

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING THE AFFORDABLE HOUSING INCENTIVE STRATEGIES RECOMMENDATION REPORT OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) AND AUTHORIZING THE TRANSMITTAL OF THE RECOMMENDATIONS IN AN ANNUAL REPORT ATTACHED HERETO AS EXHIBIT "A" TO THE FLORIDA HOUSING FINANCE CORPORATION IN ACCORDANCE WITH SECTION 420.9076 (4) FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 420.9076(4), Florida Statutes requires that each Affordable Housing Advisory Committee (AHAC) perform an annual review of established policies, procedures, ordinances, land development regulations and the City's adopted Comprehensive Plan to evaluate the implementation of affordable housing incentives and submit a report to the Mayor and Commission; and

WHEREAS, on July 19, 2018 the City of Tamarac (hereinafter referred to as the "City"), pursuant to State Housing Initiatives Partnership Act ("Act"), adopted Resolution No. 2018-69, authorizing the appointment of members to the City's Affordable Housing Advisory Committee; and

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

WHEREAS, on January 8, 2025, the City Commission approved Resolution R-2025-002, appointing Commissioner Krystal Patterson as the locally elected official to serve on the AHAC; and

WHEREAS, the members of the Affordable Housing Advisory Committee convened a public meeting on May 22, 2025, to review the eleven (11) incentive strategies as detailed by Section 420.9076(4) Florida State Statute and discussed other relevant policies impacting affordable housing; and

WHEREAS, the Affordable Housing Advisory Committee was educated by staff as to the City's established policies, procedures, ordinances, land development regulations and the City's adopted Comprehensive Plan relative to affordable housing programs and direction; and

WHEREAS, the Affordable Housing Advisory Committee is comprised of technical and professional members of varying backgrounds who used their collective knowledge and expertise while considering recommendations for incentives; and

WHEREAS, the Affordable Housing Advisory Committee discussed the eleven (11) incentive strategies outlined in Section 420.9076(4) Florida Statutes and compiled a report attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Affordable Housing Advisory Committee did not make any new recommendations and wishes to continue with the four existing incentive strategies; and

WHEREAS, the Director of Community Development recommends that the City Commission receive the recommendation report prepared by the Affordable Housing Advisory Committee and accept the strategies they deem necessary and is in the best interest of the city; and

WHEREAS, the City Commission wishes to continue with the four existing incentive strategies and not implement any new strategies at this time; and

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

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

Section 2. That the appropriate City Official is hereby authorized to transmit the City Commission adopted Affordable Housing Incentive Strategies Review and Recommendation Report, attached hereto as "Exhibit A", as prepared by the Affordable Housing Advisory Committee to the Florida Housing Finance Corporation.

Section 3. All resolutions or parts of resolutions in conflict herewith be, and the same 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 its passage and adoption.

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: COMM. BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: V/M. DANIEL	_____

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

_____
HANS OTTINOT
CITY ATTORNEY

CITY OF TAMARAC

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
AFFORDABLE HOUSING INCENTIVE STRATEGIES REVIEW AND RECOMMENDATION REPORT

Prepared by:
City of Tamarac
Community Development Department
Housing Division
7525 NW 88th Avenue Room 206
Tamarac, FL 33321

City of Tamarac
2025 Affordable Housing Advisory Committee
Housing Incentive Strategies Review and Recommendation Report

Committee Members

Ms. Susan Evans, Chair
Ms. Viola Watson
Ms. Robin Holley
Ms. Marie De La Rosa
Ms. Marilyn Gallington
Ms. Sharetta Remikie Ed.D
Mr. Brian Haywood
Ms. Dawn Williams-Bobo
Commissioner Krystal Patterson

City Staff

Maher Mansour, AICP, LEED Assistant Director Community Development
Pamala Ryan, City Attorney's Office
Simone Flores, Housing and Community Development Manager
Nichola Lewis, Sr. Housing and Community Development Coordinator
Shekevia Smith, Housing and Community Development Coordinator
Collette Tibby, Senior Administrative Assistant
Karol Amodei, Administrative Assistant

City of Tamarac
Affordable Housing Advisory Committee
Housing Incentive Strategies Review and Recommendation Report
For Local Housing Assistance Plan (LHAP)
2023/2024 - 2025/2026

I. Background

In 2007, the Florida Legislature passed House Bill 1375, mandating that the Florida Housing Finance Corporation (FHFC) requires each local municipality and county receiving State Housing Initiatives Partnership (SHIP) funds to establish an Affordable Housing Advisory Committee (AHAC). The Mayor and City Commission of the City of Tamarac approved Ordinance No.-2008-04 on March 12, 2008, establishing the Affordable Housing Advisory Committee. 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.

With the partial waiver from Section 2-58 of the City's Code of Ordinance staff solicited members of the AHAC comprised of the disciplines outlined by the State. The recent amendment of Section 420.9076, F.S. revising the requirements related to the creation and appointment of members of affordable housing advisory committees, states that the AHAC must consist of at least 8 but not more than 11. On June 23, 2016, the City Commission adopted Resolution 2016-69, appointing 8 members to the Affordable Housing Advisory Committee.

Commissioner Elvin Villalobos last day as an elected official in the City of Tamarac was November 25, 2024. On January 8, 2025, the newly elected Commissioner Krystal Patterson was appointed to the AHAC through resolution R-2025-002.

Florida State Statute 420.9076 outlines the duties and committee composition of the Affordable Housing Advisory Committee. The intent and primary purpose of the AHAC is to advise and make recommendations to the City Commission on matters related to monetary and non-monetary housing incentive strategies for the Local Housing Assistance Plan and to review existing incentive strategy recommendations, evaluate established policies, procedures, ordinances, land development regulations, and the local government Comprehensive Plan.

Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Additionally, each AHAC must have a locally elected official from the municipality participating in the State Housing Initiative Program (SHIP) program. 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:

a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

c) A citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing.

d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

e) A citizen who is actively engaged as a for- profit provider of affordable housing.

f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.

g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.

h) A citizen who actively serves on the local planning agency.

   i. A citizen who resides within the jurisdiction of the local government making the appointments.

i) j. A citizen who represents employers within the jurisdiction.

j) k. A citizen who represents essential services personnel as defined in the local housing assistance plan.

Should the City Commission accept the recommendations of the 2025 AHAC, the City's Local Housing Assistance Plan (LHAP) for the period FY2023/24 - FY2025/26 must be amended to incorporate any additional incentives.

II. Public Hearing:

A public meeting of the AHAC convened on May 22,2025, at 3:08 pm in the City Commission Chambers.

The following is a summary of the public comments received:

Name of Commenter	**Comments**
None	None

III. Incentives & Recommendations

Incentive strategies are considered at the Planning/Development Review stage at both the City and County level on a case-by-case basis by development projects. Implementation of all eleven incentive strategies is not likely, however, all eleven were and will continue to be reviewed for consideration. The eleven incentive strategies are as follows:

(a) The processing of approvals of development orders or permits, as defined in s. 163.3177(6)(f)3, for affordable housing projects is expedited to a greater degree than other projects.

(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

(c) The allowance of flexibility in densities for affordable housing.

(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

(e) The allowance of affordable accessory residential units in residential zoning districts.

(f) The reduction of parking and setback requirements for affordable housing.

(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

(h) The modification of street requirements for affordable housing.

(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

Currently, the City of Tamarac has four (4) incentives in place as part of the FY22/23-24/25 Local Housing Assistance Plan:

1. The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

2. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

3. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

4. The support of development near transportation hubs and major employment centers and mixed-use developments.

The Affordable Housing Advisory Committee met on May 22, 2025, to discuss, review and make recommendations on the eleven incentive strategies. The AHAC supported the continuation of the current **four (4)** incentive strategies with ***no new recommendations***.

The following recommendations are being made for consideration by the City Commission.

A) Incentive: The processing of approvals of development orders or permits, as defined in s. 163.3177(6)(f)3, for affordable housing projects is expedited to a greater degree than other projects to streamline the permitting process and minimize costs and delays for affordable housing projects.

Review Synopsis: This is one of the two required incentives. This incentive was reviewed by previous AHAC committees and adopted as a part of prior LHAPs for the City of Tamarac. Currently, projects deemed as Affordable Housing are identified by developers to the Building Department. In addition to assigning a Building staff member to serve as liaison to all affordable housing projects, the projects are denoted as such in the electronic permit processing system allowing for an expedited permitting process.

The Building Department also expedites permits that pertain to projects for all developers/contractors doing work under the City's Affordable Housing programs like home rehabilitation and disaster mitigation. All permits requested as initiated under these programs are identified at the application process, stamped with an "Expedited" stamp, and forwarded to a dedicated person to be sure the process is expedited. Housing staff also notifies the designated staff member in the Building Department when a contract or agreement under the affordable housing program has been made, to include the address, contractor and scope of work so that the Building Department may be able to flag this property up-front further expediting the permit review process. This strategy is functioning as intended.

Recommendation: Continue this incentive strategy using current policies and procedures.

City Commission Action Requested: Acceptance of AHAC recommendation to continue this incentive strategy using current policies and procedures.

B) Incentive: The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Review Synopsis: The City of Tamarac does not currently waive impact fees at the city level for developers of affordable housing. However, the City created a provision in Article XI, Public Art Program, that excludes "Affordable housing

construction, remodel, repair or reconstruction projects" from paying the Public Art fee which is 1% of construction value of improvements to real property as is charged to all other projects.

Recommendation: Other than the current exceptions to the Public Art fee, the 2025 AHAC has no recommendations for reduction of impact fees other than those eligible at the County, School Board or City Commission level should the developer choose to explore.

City Commission Action Requested: None required at this time.

C) **Incentive:** The allowance of flexibility in densities for affordable housing.
Review Synopsis: In 2005 the city modified its Code by adding a new zoning district called MXD (Mixed Use). Development Intensity allows a greater residential density using flexibility and reserve units within areas zoned MXD. Currently the portion of the city east of N.W. 94th Avenue and west of University Drive on the north side of Commercial Boulevard has been rezoned to the MXD zoning district.

It should be noted that the city is residentially built out, and no vacant residential land remains for development. On July 11, 2018, through Ordinance 2018-09, the City of Tamarac adopted a new land development code which removed allowances of flexibilities in densities for affordable housing with the intent to implement a development impact fee to assist first-time homebuyers in purchasing their home.

Recommendation: In the January 6, 2025, City Commission Workshop, the Commission decided not to adopt this strategy at this time.

City Commission Action Requested: None required at this time

D) **Incentive:** The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Review Synopsis: This incentive is not considered by the City because there is no excess capacity for reservation of infrastructure. Developers pay a set fee and may be assessed monthly fee if individual accounts are not activated after a certain amount of time. This incentive is relevant in rural areas where major infrastructure development is needed to support development of affordable housing. City staff do not recommend adoption of this strategy.

Recommendation: The adoption of this incentive strategy is not recommended currently.

City Commission Action Requested: None required at this time.

E) Incentive: The allowance of affordable accessory residential units in residential zoning districts.

Review Synopsis: As of 2018, the land building code allows, to some degree, the use of Accessory Dwelling Units (ADU) on a residential property providing that they meet the setbacks and lot coverage provisions in addition to all the other zoning provisions for that particular parcel of property.

AHAC members wanted more information on ADUs in a more commercial capacity, such as temporary rentals. There are no known ADUs in the city since 2018. However, local governments are prevented from prohibiting Airbnb or vacation rentals. But the city does have a vacation rental registration program, where property owners would have to register their vacation rental and adhere to certain requirements such as making sure whoever is renting is aware of the trash pickup schedule and parking regulations, etc. This is done to maintain the character of that neighborhood.

Recommendation: Implement this incentive to promote the creation of affordable housing units. In the January 6, 2025, City Commission Workshop, the ***Commission decided not to adopt this strategy*** at this time.

City Commission Action Requested: None required at this time

F) Incentive: The reduction of parking and setback requirements for affordable housing.

Review Synopsis: In the City of Tamarac, regulations that regulate required setbacks and required parking are vital to the proper development and function of any given site and are at best flexible on a case-by-case basis only. Reductions in required parking are only approved through extensive review by an outside traffic/parking consultant to validate the reduction in required parking. The city amended its parking ordinance in October 2011 and significantly reduced parking requirements city-wide for most commercial uses.
Parking has been a concern mainly in older residential communities where the original composition of the residents were senior, one-car families. Since the City's demographics have changed to a younger community, additional vehicles have caused safety concerns for residents. As the city grows younger and the need for more affordable units increases, this incentive could help to facilitate denser development and encourage developers to create affordable units.

Recommendation: Implement this incentive to promote the creation of affordable housing units. In the January 6, 2025, City Commission Workshop, the ***Commission decided not to adopt this strategy*** at this time.

City Commission Action Requested: None required at this time.

G) **Incentive:** The allowance of flexible lot configurations, including zero lot line configurations for affordable housing.

Review Synopsis: The city currently allows for zero-lot line configuration on affordable housing projects as implemented by previous AHACs. City staff recommends the continued implementation of this strategy.

Recommendation: Continue this incentive strategy using current policies and procedures.

City Commission Action Requested: Acceptance of AHAC recommendation to continue this incentive strategy using current policies and procedures.

H) **Incentive:** The modification of street requirements for affordable housing.

Review Synopsis: This City does not have any incentives regarding street requirements. Streets are engineering in nature and the regulations that govern their requirements are vital to the proper development and function of any given site and are at best flexible on a case-by-case basis only. Any modification requests would be reviewed at the site plan review process. City staff does not recommend adoption of this strategy.

Recommendation: The adoption of this incentive strategy is not recommended.

City Commission Action Requested: None required at this time.

I) **Incentive**: The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Review Synopsis: This is one of the two required incentives. This incentive is currently in practice by the City of Tamarac. The Planning Board, City Commission as well as the AHAC provide a process by which the City considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing. Additionally, the Housing Division, responsible for the affordable housing programs within the City, has an on-going review process of its internal policies and procedures. Several improvements to the quality of the applications, as well as the application approval process, have been made to ensure the City is meeting its grant requirements, protecting the residents, and improving efficiency for better use of staff, resources and funding. The AHAC will meet on an as needed basis to review before the adoption of policies, procedures, ordinances, regulations, or

plan provisions that increase the cost of housing. City staff stated that this strategy is functioning as intended.

Recommendation: Continue this incentive strategy using current policies and procedures.

City Commission Action Requested: Acceptance of AHAC recommendation to continue this incentive strategy using current policies and procedures.

J) Incentive: The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

Review Synopsis: The city has assessed its inventory of publicly owned land, and a determination was made that the city does not currently own land that is suitable for use as affordable housing. City staff recommend that should the city purchase residential land in the future, it will maintain a current list showing locations and zoning. This list may benefit developers who wish to partner with the City or purchase property for development of affordable housing.

Recommendation: Implement this incentive to promote the creation of affordable housing units. In the January 6, 2025, City Commission Workshop, the Commission decided not to adopt this strategy at this time.

City Commission Action Requested: None required at this time

K) Incentive: The support of development near transportation hubs, major employment centers and mixed-use developments.

Review Synopsis: Review Synopsis: This incentive is currently in practice by the City of Tamarac. The Planning and Zoning Division currently facilities the process for new developments to maximize use of public transportation options. In addition, the new Land Development Regulations will support and encourage development near transportation hubs, major employment centers and mixed-use developments. In fact, several focus areas within the city are slated to be rezoned “mixed use” to encourage and facilitate a multi-model community, maximizing the use of public transportation. City staff recommend a formal adoption of this strategy.

Recommendation: Continue this incentive strategy using current policies and procedures.

City Commission Action Requested: Acceptance of AHAC recommendation to continue this incentive strategy using current policies and procedures.

III. Results:

After careful consideration and in-depth conversations regarding the above eleven incentive strategies, the 2025 Affordable Housing Advisory Committee has elected to maintain support for the existing **four (4)** incentive strategies previously adopted. The AHAC is committed to its purpose and will continue to work cohesively and provide the residents of Tamarac with best practices in supporting affordable housing needs**.**

The Affordable Housing Advisory Committee requests the City of Tamarac's Commission to continue to support the following **four (4)** incentives under the State Housing Initiative Program (SHIP) and approve the recommendations described above:

1. **Incentive:** The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
2. **Incentive:** The allowance of flexible lot configurations, including zero lot line configurations for affordable housing.
3. **Incentive**: The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
4. **Incentive**: The support of development near transportation hubs, major employment centers and mixed-use developments.

IV. Additional Recommendations:

None

V. Board/Council Consideration:

The 2025 AHAC has one (1) new member: Commissioner Krystal Patterson R-2025-002.

The Affordable Housing Advisory Committee approved the above incentive strategy recommendations by consensus of membership at its May 22, 2025, public meeting.

The AHAC Affordable Housing Incentive Report will be submitted to the City Commission for adoption at its **December 10, 2025,** meeting via **Resolution TR#14335.**

VI. Attachments:

Public Hearing Advertisement
Resolution to adopt Incentives/Board action

CITY OF TAMARAC
NOTICE OF PUBLIC HEARING
AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) ANNUAL REPORT
AND
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
COVERING OCTOBER 1, 2024 – SEPTEMBER 30, 2025

As an entitlement municipality in the State Housing Initiatives Partnership (SHIP) Program, the City is required to establish an **Affordable Housing Advisory Committee (AHAC)** to recommend monetary and non-monetary incentives for the Local Housing Assistance Plan (LHAP) and submit a report to the State on annual basis. A recommendation report has been drafted for adoption by the City Commission on December 10, 2025. Upon adoption, the report will be submitted to Florida Housing Finance Corporation (FHFC) no later than December 31, 2025.

NOTICE IS HEREBY GIVEN that the City of Tamarac has prepared its **Consolidated Annual Performance Evaluation Report (CAPER)** as required by the Department of Housing and Urban Development (HUD) under CFR-24; Part 91 and in compliance with the City's adopted Citizen Participation Plan. The CAPER assesses the City's performance for fiscal year 2024-2025 relative to the expenditure of the Community Development Block Grant (CDBG) program funds provided by HUD. Activities described in this CAPER include Home Rehabilitation, Public Service, and General Program Administration.

Both the AHAC Report and the CAPER will be available for public review and comment commencing October 20, 2025 and ending November 7, 2025, online at www.tamarac.org/housing and published in the Sun Sentinel. Both reports are on the December 10, 2025, Commission Agenda and will take place at 7:00 pm in the Commission Chambers, 7525 NW 88th Avenue, Tamarac, FL 33321. Interested parties are encouraged to attend and participate.

All comments must be submitted in writing by 5:00 p.m. on **November 7, 2025**, to City Hall, 7525 N.W. 88th Avenue, Tamarac, FL 33321. The city will submit the AHAC Report and CAPER along with all comments received on or before the Public Meeting to the funding agencies, the State of Florida Housing Finance Corporation and HUD, respectively.

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

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at the following number: 711.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: December 10, 2025

SUBMITTED BY: Gladis Arteta-Delgado

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14350

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR14350 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 25-24B and approving an Agreement with Alexander & Johnson Project Management and Development, Inc., for the construction of the Westwood Blvd East Roadway and Drainage Improvement Project for a contract amount of $967,318.08; and a contingency in the amount of $96,731.81 (10% of the contract cost) will be added to the project account for a total project budget of $1,064,049.89; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Public Services Director recommends that the City Commission award Bid No. 25-24B for the Westwood Blvd East Roadway and Drainage Improvement Project between McNab Road and NW 94th Avenue in an amount not-to-exceed $967,318.08. A contingency in the amount of $96,731.81 (10% of the contract cost) will be added to the Project Account for a total project budget of $1,064,049.89; and that this item be placed on December 10, 2025, Commission Meeting Agenda.

BACKGROUND:

The City of Tamarac remains committed to maintaining safe, reliable, and high-quality roadway and drainage infrastructure. In 2022, Public Services completed a Citywide Pavement Management Survey to evaluate the Pavement Condition Index (PCI) of the roadway network. Westwood Boulevard East was identified in that assessment as a failing roadway in need of significant rehabilitation.

Since that time, the Public Services Department has

continued to monitor conditions along this corridor. Portions of the asphalt surface between McNab Road and NW 94th Avenue have separated from the baserock and now require repair. This deterioration appears to be related to naturally poor percolation conditions in the surrounding area, which allow stormwater runoff to collect within adjacent grassed areas. Over time, this has led to groundwater intrusion into the baserock layer beneath the asphalt, ultimately compromising the roadway surface.

A full resurfacing and drainage improvement project along Westwood Boulevard East, from McNab Road to NW 94th Avenue, is needed to address the deteriorated pavement and compromised base material and to restore safe and reliable driving conditions. The scope of work will include full-depth roadway repairs, milling and resurfacing at intersections where drainage upgrades are proposed, installation of new pavement markings, and final site restoration.

After evaluating available options, City staff determined that Full Depth Reclamation (FDR) with hot mix asphalt is the most practical and cost-effective method for this corridor. FDR allows the existing material to be reused, reducing waste and construction time while providing a durable and long-term roadway solution.

The City of Tamarac publicly advertised Bid No.25-24B for the Westwood Blvd East Roadway and Drainage Improvement Project on September 24, 2025, and received and opened ten (10) proposals on November 10, 2025. Both the Public Services (Public Works) Department and Financial Service (Purchasing) Departments examined the responses to this bid. A summary bid tabulation is included below.

Bid No. 25-24B Westwood Blvd East Roadway and Drainage Improvement Project

Vendor	Amount ($)
Alexander & Johnson Project management Development, INC.	$967,318.08
Team Contracting, Inc.	$1,008,264.93
Basile USA, LLC.	$1,081,333.50
US Pave	$1,261,608.97
R & D Paving, LLC.	$1,287,575.15
~~Huurr Homes, LLC.~~	~~$1,406,599.37~~

American Design Engineering Construction, Inc.	$1,595,004.00
The Stout Group, LLC.	$1,713,320.75
JVA Engineering Contractor, Inc.	$1,987,652.65
Ranger Construction Industries, Inc.	$2,125,336.90

City staff determined that Alexander & Johnson Project Management and Development, Inc. is the lowest responsive, responsible bidder; and upon review of their proposal, staff confirmed that Alexander & Johnson Project Management and Development, Inc. possesses the skills, experience, and capacity to meet the requirements of the Westwood Blvd East Roadway and Drainage Improvement Project between McNab Road and NW 94th Avenue.

As noted above, the naturally occurring poor percolation conditions in the project area have adversely affected the roadway. To address this, roadway improvements will occur in conjunction with the drainage improvements. The City concurrently issued Invitations to Bid for both the roadway and drainage improvement components to ensure that the City received submittals from vendors with the appropriate knowledge and experience required for the project. Via Temporary Resolution TR14350, also on December 10, 2025, Commission Agenda, the City Commission will be asked to award a bid and execute an agreement for the roadway and drainage improvements.

The roadway and drainage improvement work shall commence, via a Notice to Proceed, upon substantial completion of the drainage improvement project referenced above, and shall be substantially complete within 180 days, subject to any permitted extensions of time under the Contract Documents.

Contract Summary:
Scope of Project: Westwood Blvd East Roadway and Drainage Improvement Project
Type of Project: Drainage and Roadway Construction
Contractor: Alexander & Johnson Project Management and Development, Inc.
Contractor Location: Hollywood, FL. 33023
Contractor Address: 901 S .62nd Avenue
Contract Cost: $967,318.08; a contingency in the amount of $96,731.81, for a total project cost of $1,064,049.89.
Term/Completion: Substantial completion within 180 calendar days from City's Notice to Proceed; Final

Completion within 30 calendar days from Substantial Completion, totaling 210 calendar days.

Risk Mitigation: Performance and Payment Bonds at 100% of value of bid in effect for up to one year after Final Completion. Liquidated damages of $500 per day for each day project is not completed after the scheduled completion date.

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

ISSUE: To award Bid No. 25-24B and execute an agreement with Alexander & Johnson Project Management and Development, Inc. for the Westwood Blvd East Roadway and Drainage Improvement Project between McNab Road and NW 94th Avenue.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR14350 - Memo Westwood Blvd East Roadway and Drainage Improvement Project 12.2.25 MOA.doc
TR 14350 - Reso Westwood Blvd East Roadway and Drainage Improvement Project 11.25.25.docx
TR 14350 - Exhibit 1 Bid Tabulation 25-24B.pdf
TR 14350 - Exhibit 2 Agreement for ITB 25-24B - WESTWOOD BLVD EAST ROADWAY.pdf
2025-16 Westwood Blvd E.pptx

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager/Community Development Director**

Thru: **Mustafa Albassam, P.E., Director of Public Services**

From: **Alan Lam, Project Manager**

Date: **November 21, 2025**

Re: **Temp. Reso. #14350 – Award of Bid No. 25-24B for the Westwood Blvd East Roadway and Drainage Improvement Project – City Commission Meeting of December 10, 2025**

Recommendation:
The Public Services Director recommends that the City Commission award Bid No. 25-24B for the Westwood Blvd East Roadway and Drainage Improvement Project between McNab Road and NW 94th Avenue in an amount not-to-exceed $967,318.08. A contingency in the amount of $96,731.81 (10% of the contract cost) will be added to the Project Account for a total project budget of $1,064,049.89; and that this item be placed on December 10, 2025, Commission Meeting Agenda.

Issue:
To award Bid No. 25-24B and execute an agreement with Alexander & Johnson Project Management and Development, Inc. for the Westwood Blvd East Roadway and Drainage Improvement Project between McNab Road and NW 94th Avenue.

Background:

The City of Tamarac remains committed to maintaining safe, reliable, and high-quality roadway and drainage infrastructure. In 2022, Public Services completed a Citywide Pavement Management Survey to evaluate the Pavement Condition Index (PCI) of the roadway network. Westwood Boulevard East was identified in that assessment as a failing roadway in need of significant rehabilitation.

Since that time, the Public Services Department has continued to monitor conditions along this corridor. Portions of the asphalt surface between McNab Road and NW 94th Avenue have separated from the baserock and now require repair. This deterioration appears to be related to naturally poor percolation conditions in the surrounding area, which allow stormwater runoff to collect within adjacent grassed areas. Over time, this has led to groundwater intrusion into the baserock layer beneath the asphalt, ultimately compromising the roadway surface.

A full resurfacing and drainage improvement project along Westwood Boulevard East, from McNab Road to NW 94th Avenue, is needed to address the deteriorated pavement and compromised base material and to restore safe and reliable driving conditions. The scope of work will include full-depth roadway repairs, milling and resurfacing at intersections where

drainage upgrades are proposed, installation of new pavement markings, and final site restoration.

After evaluating available options, City staff determined that Full Depth Reclamation (FDR) with hot mix asphalt is the most practical and cost-effective method for this corridor. FDR allows the existing material to be reused, reducing waste and construction time while providing a durable and long-term roadway solution.

The City of Tamarac publicly advertised Bid No.25-24B for the Westwood Blvd East Roadway and Drainage Improvement Project on September 24, 2025, and received and opened ten (10) proposals on November 10, 2025. Both the Public Services (Public Works) Department and Financial Service (Purchasing) Departments examined the responses to this bid. A summary bid tabulation is included below.

Bid No. 25-24B Westwood Blvd East Roadway and Drainage Improvement Project

Vendor	Amount ($)
Alexander & Johnson Project management Development, INC.	$967,318.08
Team Contracting, Inc.	$1,008,264.93
Basile USA, LLC.	$1,081,333.50
US Pave	$1,261,608.97
R & D Paving, LLC.	$1,287,575.15
Huurr Homes, LLC.	$1,406,599.37
American Design Engineering Construction, Inc.	$1,595,004.00
The Stout Group, LLC.	$1,713,320.75
JVA Engineering Contractor, Inc.	$1,987,652.65
Ranger Construction Industries, Inc.	$2,125,336.90

City staff determined that Alexander & Johnson Project Management and Development, Inc. is the lowest responsive, responsible bidder; and upon review of their proposal, staff confirmed that Alexander & Johnson Project Management and Development, Inc. possesses the skills, experience, and capacity to meet the requirements of the Westwood Blvd East Roadway and Drainage Improvement Project between McNab Road and NW 94th Avenue.

As noted above, the naturally occurring poor percolation conditions in the project area have adversely affected the roadway. To address this, roadway improvements will occur in conjunction with the drainage improvements. The City concurrently issued Invitations to Bid for both the roadway and drainage improvement components to ensure that the City received submittals from vendors with the appropriate knowledge and experience required for the project. Via Temporary Resolution TR14350, also on December 10, 2025, Commission Agenda, the City Commission will be asked to award a bid and execute an agreement for the roadway and drainage improvements.

The roadway and drainage improvement work shall commence, via a Notice to Proceed, upon substantial completion of the drainage improvement project referenced above, and shall be substantially complete within 180 days, subject to any permitted extensions of time under the Contract Documents.

Contract Summary:

Scope of Project: Westwood Blvd East Roadway and Drainage Improvement Project

Type of Project: Drainage and Roadway Construction

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

Contractor Location: Hollywood, FL. 33023

Contractor Address: 901 S .62nd Avenue

Contract Cost: $967,318.08; a contingency in the amount of $96,731.81, for a total project cost of $1,064,049.89.

Term/Completion: Substantial completion within 180 calendar days from City's Notice to Proceed; Final Completion within 30 calendar days from Substantial Completion, totaling 210 calendar days.

Risk Mitigation: Performance and Payment Bonds at 100% of value of bid in effect for up to one year after Final Completion. Liquidated damages of $500 per day for each day project is not completed after the scheduled completion date.

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

Fiscal Impact:

This project is budgeted in Capital Project Number SW25C; and funding in the amount of $1,495,532.00 is available in the Stormwater Fund (411), in Account Number 411-5050-538.63-02.

Per Bid No. 25-24B, the contract amount shall not exceed $967,318.08; a contingency in the amount of $96,731.81 (10% of the contract cost) will be added to the project account, for a total project budget of $1,064,049.89. 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 would still require approval of the City Manager.

Commission District 2

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID NO. 25-24B AND APPROVING AN AGREEMENT WITH ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT, INC., FOR THE CONSTRUCTION OF THE WESTWOOD BLVD EAST ROADWAY AND DRAINAGE IMPROVEMENT PROJECT FOR A CONTRACT AMOUNT OF $967,318.08; AND A CONTIGENCY IN THE AMOUNT OF $96,731.81 (10% OF THE CONTRACT COST) WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF $1,064,049.89; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac desires to provide its residents with safe and high quality roadways and drainage systems throughout the City; and

WHEREAS, It is evident that portions of the asphalt roadway on Westwood Blvd East between McNab Road and NW 94th Avenue have become delaminated from the baserock along portion of the roadway and is in need of repair; and

WHEREAS, The delamination appears to be due to a natural condition of poor percolation that exists in the area which resulted in stormwater runoff settling in the large grassed areas, ultimately causing ground water to seep into the roadway baserock and under the asphalt, adversely affecting the roadway surface. Consequently, a total resurfacing and extended drainage system improvement project on Westwood Blvd East between McNab Road and NW 94th Avenue is necessary to repair the damaged

pavement and base material and to regain safe and comfortable driving conditions within this corridor; and

WHEREAS, the proposed work shall also include milling and resurfacing existing asphalt pavement at intersections where drainage improvement work is performed, pavement markings application and site restoration; and

WHEREAS, City staff determined the most appropriate and cost effective roadway improvement approach was to utilize Full Depth Reclamation (FDR) with a hot mix asphalt pavement. FDR reuses milled material and therefore is a more environmentally sensitive process than milling and replacing the old pavement and is less time consuming; and

WHEREAS, the City of Tamarac publicly advertised Bid No.25-24B for the Westwood Blvd East Roadway and Drainage Improvement Project on September 24, 2025, incorporated herein by reference and filed in the office of the City Clerk; and

WHEREAS, on November 10, 2025, the City of Tamarac received and opened ten (10) bids for the Westwood Blvd East Roadway and Drainage Improvement Project, with a copy of the bid tabulation attached hereto as Exhibit “1”, incorporated herein and made a specific part of this resolution; and

WHEREAS, City staff reviewed the submitted bids and determined that the apparent lowest bidder, Alexander & Johnson Project Management and Development, Inc., is the lowest responsive and responsible bidder; and

WHEREAS, upon review of Alexander & Johnson Project Management and Development, Inc.’s bid and the results of a conducted background check, Alexander &

Johnson Project Management and Development, Inc. possesses the skills, experience and capacity to meet the requirements for the Westwood Drive East Roadway and Drainage Improvement Project, and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No.25-24B; and

WHEREAS, it is the recommendation of the Director of Public Services, Director of Financial Services, and Procurement and Contracts Manager that the appropriate City Officials award Bid No. 25-24B and execute the agreement with Alexander & Johnson Project Management and Development, Inc., for the Westwood Drive East Roadway and Drainage Improvement Project, 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.25-24B and execute the agreement with Alexander & Johnson Project Management and Development, Inc., for the Westwood Drive East Roadway and Drainage Improvement Project for a contract amount of $967,318.08; and a contingency in the amount of $96,731.81 (10% of the contract cost) for a total project budget of $1,064,049.89.

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. 25-24B to Alexander & Johnson Project Management and Development, Inc., and approves an Agreement between the City of Tamarac and Alexander & Johnson Project Management and Development, Inc., ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, attached hereto as Exhibit "2", to provide for the construction of the Westwood Blvd East Roadway and Drainage Improvement Project.

SECTION 3: Funding for Westwood Blvd East Roadway and Drainage Improvement Project in the amount not to exceed $967,318.08 is available under Capital Project Number SW25C, within the Stormwater Fund (411), in Account No. 411-5050-538.63-02.

SECTION 4: An expenditure in the amount not to exceed $967,318.08, and a contingency in the amount of $96,731.81 (10% of the contract cost) for a total project budget of $1,064,049.89 for said purpose, is hereby approved.

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

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

SECTION 7: Any scrivener or typographical errors that do not affect the

intent of this Resolution may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

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

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

SECTION 9: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____,2025.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

_____
HANS OTTINOT
CITY ATTORNEY

25-24B - WESTWOOD BLVD EAST ROADWAY AND DRAINAGE IMPROVEMENT PROJECT - Overview of Specifications and Schedule of Prices

Exhibit 1

	Alexander & Johnson Project Management and	Team Contracting, Inc.	BASILE USA LLC	R & D Paving, LLC	Huurr Homes LLC	American Design Engineering Construction Inc	The Stout Group, LLC	VA Engineering Contractor, In	nger Construction Industries, L	US Pave
	Submission 1	Submission 1	Submission 1	Submission 1	Submission 1	Submission 1	Submission 1	Submission 1	Submission 1	Submission 1
Schedule/Specifications	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
INDEMNIFICATION	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
25-24B BID SCHEDULE	$967,308.08	$1,008,254.93	$1,081,323.50	$1,287,565.15	$1,406,589.37	$1,594,994.00	$1,713,310.75	$1,987,642.65	$2,125,326.90	$1,261,608.97
CERTIFICATION	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
VENDOR DRUG-FREE WORKPLACE	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
BIDDER'S QUALIFICATION STATEMENT	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
BIDDERS'S EXPERIENCE WITH PROJECTS OF SIMILAR SIZE, NATURE AND SCOPE - COPY	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
SCRUTINIZED COMPANIES AND BOYCOTT LIST	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
E-VERIFY	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
LOCAL, VETERAN AND CBE INFORMATION	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
CONVICTION HISTORY EMPLOYMENT POLICY INQUIRY	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
FIRM'S PRIMARY OWNERSHIP	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
PAYMENT TERMS AND METHOD	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
REFERENCES	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
List of Subcontractors	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
Subtotal Contract Amount:	$967,318.08	$1,008,264.93	$1,081,333.50	$1,287,575.15	$1,406,599.37	$1,595,004.00	$1,713,320.75	$1,987,652.65	$2,125,336.90	$1,261,608.97

TAMARAC
The City For Your Life

CONSTRUCTION AGREEMENT

ITB 25-24B
WESTWOOD BLVD EAST ROADWAY AND DRAINAGE IMPROVEMENT PROJECT

BETWEEN THE CITY OF TAMARAC
AND
ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT, 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 Alexander & Johnson Project Management and Development, Inc., a Florida corporation with principal offices located at 901 S. 62nd Avenue, Hollywood, FL 33023 (the "Contractor") to provide construction services for the Westwood Blvd East Roadway and Drainage Improvement Project.

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

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, ITB Document No. 25-24B for the "Westwood Blvd East Roadway and Drainage Improvement Project", issued by the City of Tamarac on September 24, 2025, 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 November 6, 2025, and all modifications issued after execution of this Agreement. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between ITB Document No. 25-24B for the "Westwood Blvd East Roadway and Drainage Improvement Project" as issued by the City, and the Contractor's bid response; ITB Document No. 25-24B for the "Westwood Blvd East Roadway and Drainage Improvement Project" as issued by the City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

2.1. Contractor shall perform all work for the City required by the Contract Documents as set forth below:

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

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor

shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

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

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

3. INSURANCE

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

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

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

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

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

4.2 Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The Performance Bond shall be conditioned such that Contractor performs the Agreement in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned such that Contractor promptly make payments to all persons who supply Contractor in the prosecution of the work provided for in the Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the City to the extent of any and all payments in connection with the carrying out of said contract which the City may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, Contractor shall, within seven (7) calendar days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

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

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

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Two Hundred Ten (210)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this Agreement shall be substantially complete (i.e. Substantial Completion) within **One Hundred Eighty (180)** calendar days from issuance of City's Notice to Proceed.

5.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that

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

6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of **Nine Hundred Sixty-Seven Thousand Three Hundred Eighteen Dollars and Eight Cents ($967,318.08)**.

7. PAYMENTS

Payment, upon City approval, will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion, final inspection and acceptance of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved application for payment. Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period, following the completion of all work, certificates of approval, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

8. REMEDIES

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

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

9. CHANGE ORDERS

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

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

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

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

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

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

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

9.8 In the event satisfactory adjustment cannot be reached by the City and Contractor for any item requiring a change in the contract, and a change order has not been

issued, the City reserves the right at its sole option to terminate the Agreement as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost borne by the City to complete the work shall be levied against Contractor including applicable mark-up of ten (10%) for overhead and engineering costs. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Lump Sum Price by the City and Contractor. If notice of any change in the Agreement or Contract Time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the City. Failure of Contractor to obtain such approval from the Surety may be a basis for termination of this Agreement by the City.

10. LIQUIDATED DAMAGES

Because of the importance of this Project being finished on time, upon failure of Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) Contractor shall pay to the City the sum of **Five Hundred Dollars ($500.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against Contractor in the amount of **Two Hundred Fifty Dollars and Zero Cents ($250.00)** for each calendar day beyond the time frame set in the Contract Documents until such work is completed and ready for final payment. This amount is not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Project on time. The City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. If the amount deducted and/or retained by the City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing the City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

11. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. In addition, if Contractor is delayed at any

time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area. An extension of time will be considered for "Excusable Inclement Weather Delays" resulting in any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the Work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined by the U.S. Weather Bureau records for the preceding 3-year period. No extension of Contract Time will be allowed for any inclement weather that could be reasonably have been predicted from such weather records. Should Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, Contractor will not be charged for a working day, whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations. Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

12. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to the City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City form all claims of liability by Contractor in connection with the agreement.

13. WARRANTY

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

14. INDEMNIFICATION

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

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

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

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

15.3 The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

16. INDEPENDENT CONTRACTOR

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

relating to the use of Contractor's funds provided for herein. Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. ASSIGNMENT AND SUBCONTRACTING

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

18. NOTICE

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

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

With a copy to the City Attorney at the same address.

CONTRACTOR

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

19. TERMINATION

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

19.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the

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

20. AGREEMENT SUBJECT TO FUNDING

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

21. VENUE

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

22. SIGNATORY AUTHORITY

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

23. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

24. UNCONTROLLABLE CIRCUMSTANCES

24.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in

the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

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

25. MERGER; AMENDMENT

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

26. NO CONSTRUCTION AGAINST DRAFTING PARTY

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

27. CONTINGENT FEES

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

28. SCRUTINIZED COMPANIES – SECTIONS 287.135 AND 215.473

By execution of this Agreement, in accordance with the requirements of F.S. Sections 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on,

submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

28.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

28.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

28.2.1 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

28.2.2 Is engaged in business operations in Syria.

28.3 Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

29. PUBLIC RECORDS

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

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

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

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

29.1.4 Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Contractor, or keep and maintain public records

required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

30. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. The City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31. CUSTODIAN OF RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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

32. FOREIGN ENTITY OWNERSHIP ATTESTATION

By execution of the Agreement, and in compliance with Section 287.138(2), Florida Statutes, Contractor attests that Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest of Contractor; Contractor is not organized under the laws of, and does not have a principal place of business in, a foreign county of concern.

33. ANTI-HUMAN TRAFFICKING ATTESTATION

By execution of the Agreement and in accordance with Section 787.06(13), Fla. Statutes, Contractor attests that Contractor does not use coercion for labor or services as defined in Section 787.06, Fla. Statutes, entitled “Human Trafficking.”

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TAMARAC
The City For Your Life

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Alexander & Johnson Project Management and Development, Inc.

Signature of Corporate Secretary

Signature of President / Owner

Type/Print Name of Corporate Secy.

James Alexander
Type/Print Name of President / Owner

(CORPORATE SEAL)

12/1/25
Date

TAMARAC
The City For Your Life

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
:SS
COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James Alexander, President/Owner of **Alexander & Johnson Project Management and Development, Inc.**, a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 1 day of December, 20 25.

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

Signature of Notary Public
State of Florida at Large

Cora McGloun
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☑ DID NOT take an oath.

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Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

ENTITY

Date: December 1, 2025
Entity: Alexander-Johnson project Management Development Inc.

Signed: _____
Name: James Alexander
Title: President

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Fla. Stat.)

2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Fla. Stat.)

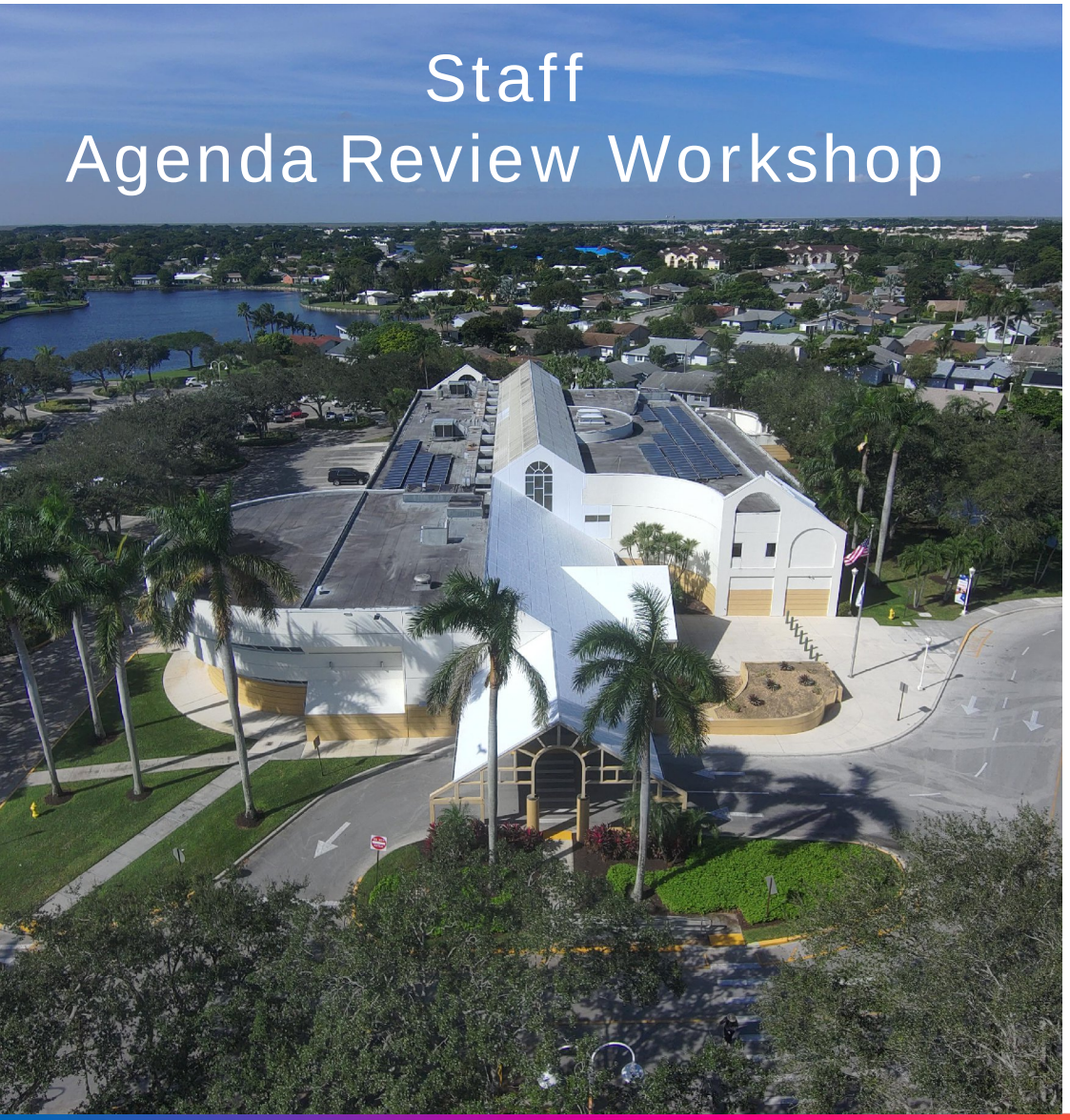
3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Fla. Stat.)

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

ENTITY

Date: December 1, 2025
Entity: Alexander-Johnson project Management Development Inc.

Signed: _____
Name: James Alexander
Title: President



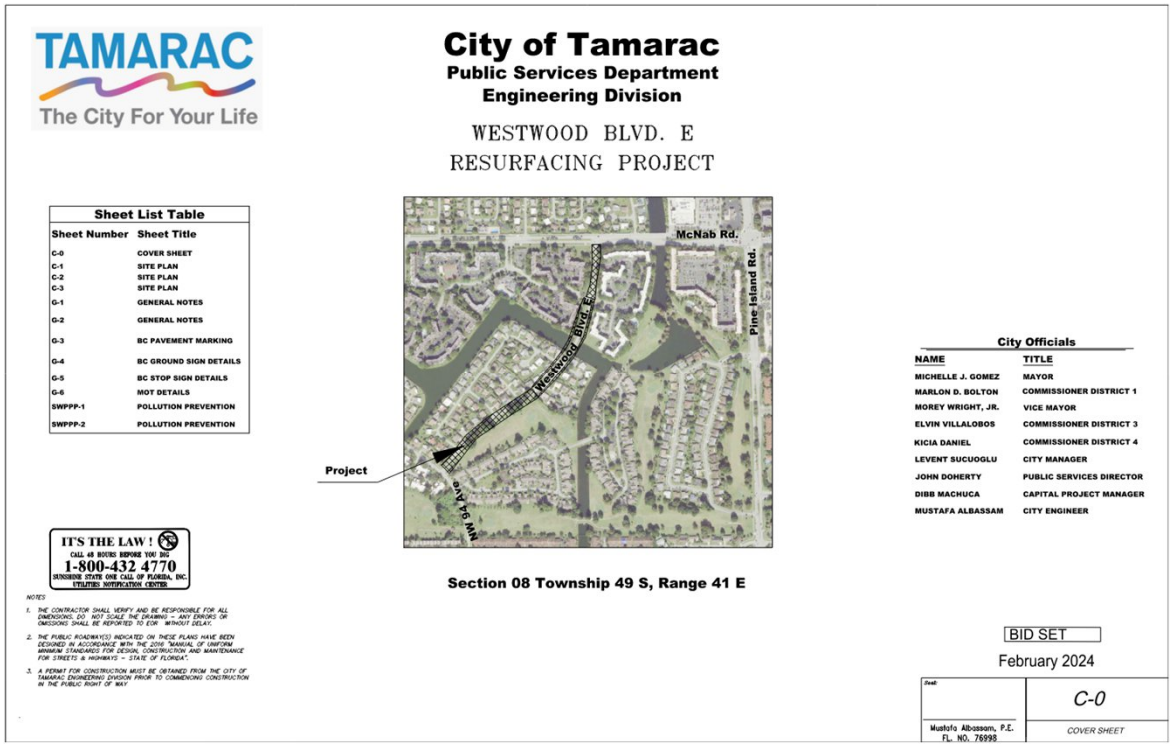
Westwood Blvd E

Roadway and Drainage Improvement Project

TAMARAC
The City For Your Life
Excellence Always

Outline

- ? Project Location
- ? Project Overview
- ! Why the Project is Needed
- ? Bid Summary
- ? Project Budget
- ? Project Schedule
- Construction Impact



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City of Tamarac
Public Services Department
Engineering Division

WESTWOOD BLVD. E
RESURFACING PROJECT

Sheet List Table

Sheet Number	Sheet Title
C-0	COVER SHEET
C-1	SITE PLAN
C-2	SITE PLAN
C-3	SITE PLAN
G-1	GENERAL NOTES
G-2	GENERAL NOTES
G-3	BC PAVEMENT MARKING
G-4	BC GROUND SIGN DETAILS
G-5	BC STOP SIGN DETAILS
G-6	MOT DETAILS
SWPPP-1	POLLUTION PREVENTION
SWPPP-2	POLLUTION PREVENTION

Section 08 Township 49 S, Range 41 E

City Officials

NAME	TITLE
MICHELLE J. GOMEZ	MAYOR
MARLON D. BOLTON	COMMISSIONER DISTRICT 1
MOREY WRIGHT, JR.	VICE MAYOR
ELVIN VILLALOBOS	COMMISSIONER DISTRICT 3
KICIA DANIEL	COMMISSIONER DISTRICT 4
LEVENT SUCUOGLU	CITY MANAGER
JOHN DOHERTY	PUBLIC SERVICES DIRECTOR
DIBB MACHUCA	CAPITAL PROJECT MANAGER
MUSTAFA ALBASSAM	CITY ENGINEER

IT'S THE LAW !
CALL 48 HOURS BEFORE YOU DIG
1-800-432 4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.
UTILITIES NOTIFICATION CENTER

NOTES:
1. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING - ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO EOR WITHOUT DELAY.
2. THE PUBLIC ROADWAY(S) INDICATED ON THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2016 "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS & HIGHWAYS - STATE OF FLORIDA".
3. A PERMIT FOR CONSTRUCTION MUST BE OBTAINED FROM THE CITY OF TAMARAC ENGINEERING DIVISION PRIOR TO COMMENCING CONSTRUCTION IN THE PUBLIC RIGHT OF WAY

BID SET
February 2024

Mustafa Albassam, P.E.
FL. NO. 76998

C-0
COVER SHEET

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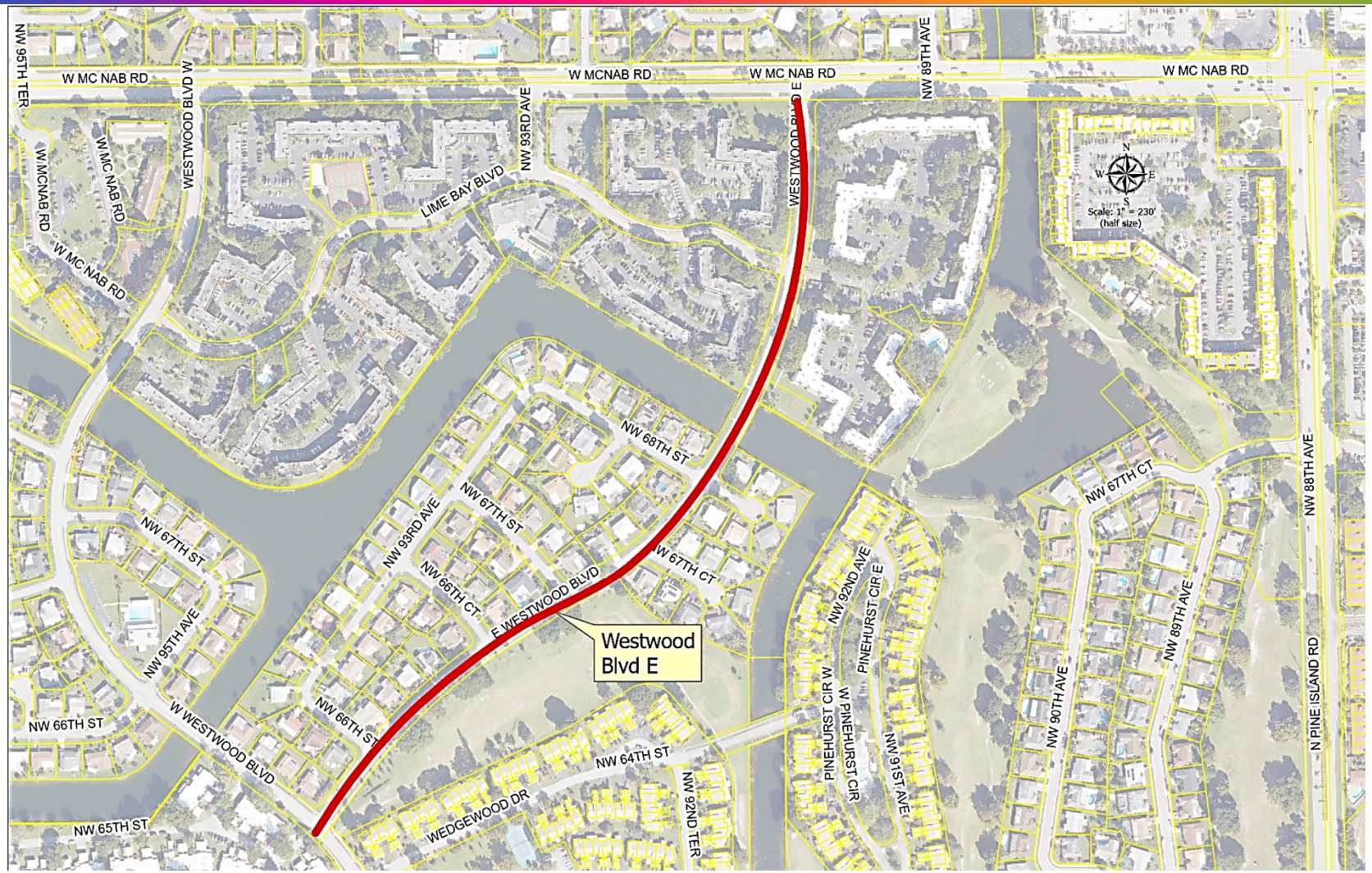
Project Location



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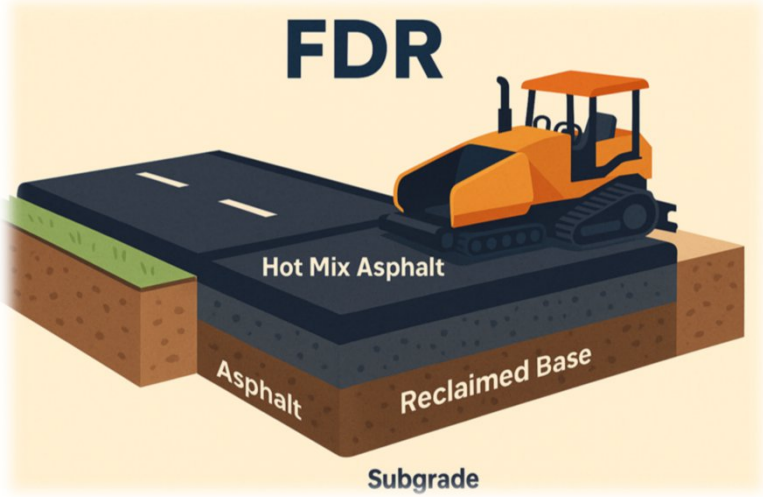
Project Overview

- Identified in the 2022 Citywide Pavement Management Survey as a failing roadway.
- Pavement deterioration due to poor drainage system.
- Requires full roadway rehabilitation and drainage improvements.
- Work includes:
  - Full Depth Reclamation (FDR)
  - Drainage upgrades
  - ADA Sidewalk Improvements



Why the Project is Needed

Why the Project is Needed?

- Portions of asphalt have separated from the baserock
- Groundwater intrudes into the base layer, weakening the roadway.
- Current conditions affect safety and ride quality.
- FDR provides a durable, long-term solution and reuses existing materials.
- ADA Sidewalk Improvements.

Bid Summary

- Bid No. 25-24B
  - 10 proposals received (opened November 10, 2025).
  - Lowest responsive, responsible bidder: *Alexander & Johnson Project Management and Development, Inc.*
  - Bid: $967,318.08

Project Budget

- Bid Amount: $967,318.08
  - Contingency (10%): $96,731.81
  - Total Project Budget: $1,064,049.89
  - Funding available under Capital Project SW25C in the amount of $1,495,532.00

Project Schedule

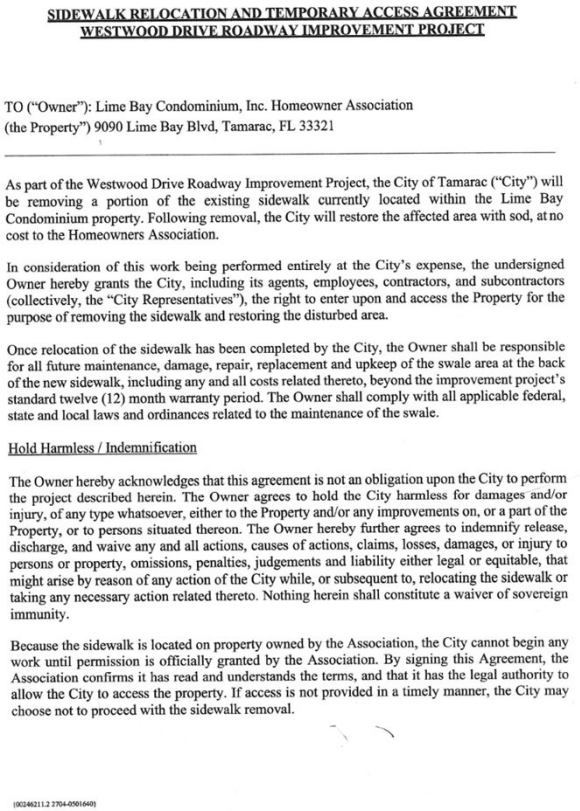
Project Timeline

Phase	Estimated Dates	Duration
Commission Approval	**Dec 10, 2025**	—
Project Kickoff	**Mid-Jan 2026**	—
Construction to Substantial Completion	**Mid-Jan → Mid-Jul 2026**	180 Days
Final Completion	**Mid-Jul → Mid-Aug 2026**	30 Days
Total Project Duration	**Mid-Jan → Mid-Aug 2026**	**210 Days**

Construction Impacts

Construction Impacts

- Temporary Lane Closures
- Detours As Needed
- Sidewalk Closures
- Driveway and Resident Access Maintained
- Advance Notice to Residents Before Any Disruptions



SIDEWALK RELOCATION AND TEMPORARY ACCESS AGREEMENT
WESTWOOD DRIVE ROADWAY IMPROVEMENT PROJECT

TO ("Owner"): Lime Bay Condominium, Inc. Homeowner Association
(the Property") 9090 Lime Bay Blvd, Tamarac, FL 33321

As part of the Westwood Drive Roadway Improvement Project, the City of Tamarac ("City") will be removing a portion of the existing sidewalk currently located within the Lime Bay Condominium property. Following removal, the City will restore the affected area with sod, at no cost to the Homeowners Association.

In consideration of this work being performed entirely at the City's expense, the undersigned Owner hereby grants the City, including its agents, employees, contractors, and subcontractors (collectively, the "City Representatives"), the right to enter upon and access the Property for the purpose of removing the sidewalk and restoring the disturbed area.

Once relocation of the sidewalk has been completed by the City, the Owner shall be responsible for all future maintenance, damage, repair, replacement and upkeep of the swale area at the back of the new sidewalk, including any and all costs related thereto, beyond the improvement project's standard twelve (12) month warranty period. The Owner shall comply with all applicable federal, state and local laws and ordinances related to the maintenance of the swale.

Hold Harmless / Indemnification

The Owner hereby acknowledges that this agreement is not an obligation upon the City to perform the project described herein. The Owner agrees to hold the City harmless for damages and/or injury, of any type whatsoever, either to the Property and/or any improvements on, or a part of the Property, or to persons situated thereon. The Owner hereby further agrees to indemnify release, discharge, and waive any and all actions, causes of actions, claims, losses, damages, or injury to persons or property, omissions, penalties, judgements and liability either legal or equitable, that might arise by reason of any action of the City while, or subsequent to, relocating the sidewalk or taking any necessary action related thereto. Nothing herein shall constitute a waiver of sovereign immunity.

Because the sidewalk is located on property owned by the Association, the City cannot begin any work until permission is officially granted by the Association. By signing this Agreement, the Association confirms it has read and understands the terms, and that it has the legal authority to allow the City to access the property. If access is not provided in a timely manner, the City may choose not to proceed with the sidewalk removal.

(00246211.2 2704-0501640)

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THANK YOU!
QUESTIONS
TAMARAC
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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: December 10, 2025

SUBMITTED BY: Tanya Sterling

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14353

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR14353 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the Agreement for Police Services between the City of Tamarac and Gregory Tony, Ph.D., as Sheriff of Broward County ("BSO"), attached hereto as Exhibit "1", in accordance with the Special Terms and Conditions attached hereto as Exhibit "A", and the Police Services General Conditions attached hereto as Exhibit "B", effective October 1, 2025 through September 30, 2030; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The City Manager recommends that the City Commission approve and authorize the execution of the 2025 Police Services Agreement between the City of Tamarac and Gregory Tony, Ph.D., as Sherriff of Broward County, effective October 1, 2025, through September 30, 2030, with one five-year renewal term upon mutual agreement, at its October 22, 2025 meeting.

BACKGROUND: The City of Tamarac has maintained a long-standing partnership with the Broward Sheriff's Office to provide citywide police services, following the transition from the City's former municipal police department.

The new 2025 Agreement (Exhibits A and B) continues this long-standing partnership while introducing enhanced accountability, reporting, and cost-control measures. The agreement establishes staffing levels totaling 110 positions within the BSO Tamarac District.

ISSUE: Key Provisions

Term: October 1, 2025 – September 30, 2030 (5 years) with one 5-year renewal.

Annualized Year 1 Cost: $23,876,826.

Minimum Staffing Per Shift: At least 10 uniformed Deputies and 1 Sergeant on duty.

City Manager Authority: Final approval of District Chief appointment and authority to request transfers.

Vacancy Credits: Quarterly credits to the City for any unfilled positions.

Reporting and Performance: Monthly and quarterly reports to the City Manager covering crime statistics, budget performance, and staffing levels.

Cost Controls: Future annual increases capped at 5% (excluding benefits) and a “comparable terms” clause allowing Tamarac to seek equal terms if another municipality receives more favorable pricing.

Prior to the removal of the District Chief from the CITY, the SHERIFF or his or her designee shall provide reasonable notice to the City Manager of the upcoming action. SHERIFF shall provide a thirty day notice to the City Manager for removal pursuant to Sections a, d, and e, below.

Additional Provisions

Emergency Management: BSO and the City will each secure their own emergency supplies and equipment. BSO shall credit the City for expenditures made to provide BSO with emergency management supplies, equipment and provisions.

Crime Prevention Programs: BSO will continue community-based crime prevention initiatives, led by a certified Crime Prevention or equivalent training.

Criminal Investigations Unit: A dedicated unit of six detectives and one sergeant will handle local investigations requiring specialized attention.

Crime Suppression Team: A flexible-schedule team focused on quality-of-life crimes such as burglaries, robberies, and narcotics enforcement.

Motorcycle Deputies: Each Motorcycle Deputy and Sergeant will be assigned a marked patrol vehicle and a motorcycle. The City will pay the standard BSO lease and maintenance rate.

Special Detail Services: BSO will provide security and traffic detail deputies to support City-permitted and sponsored events. When feasible, services will be covered by on-duty personnel at no cost to the City; if supplemental staffing is required, the City will be charged at BSO's special detail or overtime rates per event.

Termination

Either party may end the agreement with or without cause by providing 90 days' written notice. In the event of a material breach, the violating party will have up to 30 days (10 days for payment obligations) to correct the problem before termination may occur. Both parties will cooperate to ensure a smooth transition of police services. If the City is not ready to assume operations, the agreement may extend up to 12 months or until the City is prepared. City-owned equipment will be returned, and the City may purchase BSO-owned equipment at fair market value.

STRATEGIC GOALS: Goal #2 : Tamarac is Safe and People Know It

ATTACHMENTS:

TR14353_Memo_2025-2030_BSO_Agreement.docx
TR14353_Resolution_2025-2030_BSO_Agreement_ (1).docx
Exhibit 1 - Tamarac Police Services 8-11-25.doc
Tamarac Exhibit A_10-15-25 tracked changes.docx
Tamarac Police Exhibit B 11.19.25 - Track Changes.docx
BSO_ExhibitA _B_Substantive_Change_Report.docx

City of Tamarac
Interoffice Memorandum
(City Manager)

To: Levent Sucuoglu, City Manager

Thru: Maxine Calloway, Deputy City Manager

From: Tanya Sterling, Assistant to the City Manager

Date: October 8, 2025

Re: TR 14353: Renewal of Broward Sheriff's Office (BSO) Police Services Contract – FY 2025–2030

Recommendation:
The City Manager recommends that the City Commission approve and authorize the execution of the 2025 Police Services Agreement between the City of Tamarac and Gregory Tony, Ph.D., as Sherriff of Broward County, effective October 1, 2025, through September 30, 2030, with one five-year renewal term upon mutual agreement, at its October 22, 2025 meeting.

Issue:
The existing BSO Police Services Agreement expires at the end of Fiscal Year (FY) 2025. A new contract has been negotiated to update financial provisions, staffing levels, and operational terms, ensuring continued delivery of comprehensive law-enforcement services within the City of Tamarac.

Background:
The City of Tamarac has maintained a long-standing partnership with the Broward Sheriff's Office to provide citywide police services, following the transition from the City's former municipal police department.

The new 2025 Agreement (Exhibits A and B) continues this long-standing partnership while introducing enhanced accountability, reporting, and cost-control measures. The agreement establishes staffing levels totaling 110 positions within the BSO Tamarac District.

Position	Count	Position	Count
District Chief / Captain	1	Criminal Investigation Detectives	6
Lieutenants	2	Crime Suppression Team Sergeant	1
Uniformed Deputy Sheriffs	56	Crime Suppression Team Detectives	4
Uniformed Patrol Sergeants	6	NST / Crime Prevention	6
Motorcycle Sergeant	1	Community Service Aides	15
Motorcycle Deputies	4	Administrative Specialist II	1
Traffic Deputy	1	Administrative Support Specialist	1
School Resource Deputies	3	Crime Analyst	1
Criminal Investigation Sergeant	1	**Total**	**110**

Key Provisions

- Term: October 1, 2025 – September 30, 2030 (5 years) with one 5-year renewal.
- Annualized Year 1 Cost: $23,876,826.
- Minimum Staffing Per Shift: At least 10 uniformed Deputies and 1 Sergeant on duty.
- City Manager Authority: Final approval of District Chief appointment and authority to request transfers.
- Vacancy Credits: Quarterly credits to the City for any unfilled positions.
- Reporting and Performance: Monthly and quarterly reports to the City Manager covering crime statistics, budget performance, and staffing levels.
- Cost Controls: Future annual increases capped at 5% (excluding benefits) and a "comparable terms" clause allowing Tamarac to seek equal terms if another municipality receives more favorable pricing.
- Prior to the removal of the District Chief from the CITY, the SHERIFF or his or her designee shall provide reasonable notice to the City Manager of the upcoming action. SHERIFF shall provide a thirty day notice to the City Manager for removal pursuant to Sections a, d, and e, below.

Additional Provisions

- Emergency Management: BSO and the City will each secure their own emergency supplies and equipment. BSO shall credit the City for expenditures made to provide BSO with emergency management supplies, equipment and provisions.
- Crime Prevention Programs: BSO will continue community-based crime prevention initiatives, led by a certified Crime Prevention or equivalent training.
- Criminal Investigations Unit: A dedicated unit of six detectives and one sergeant will handle local investigations requiring specialized attention.
- Crime Suppression Team: A flexible-schedule team focused on quality-of-life crimes such as burglaries, robberies, and narcotics enforcement.
- Motorcycle Deputies: Each Motorcycle Deputy and Sergeant will be assigned a marked patrol vehicle and a motorcycle. The City will pay the standard BSO lease and maintenance rate.
- Special Detail Services: BSO will provide security and traffic detail deputies to support City-permitted and sponsored events. When feasible, services will be covered by on-duty personnel at no cost to the City; if supplemental staffing is required, the City will be charged at BSO's special detail or overtime rates per event.

Termination

Either party may end the agreement with or without cause by providing 90 days' written notice. In the event of a material breach, the violating party will have up to 30 days (10 days for payment obligations) to correct the problem before termination may occur. Both parties will

cooperate to ensure a smooth transition of police services. If the City is not ready to assume operations, the agreement may extend up to 12 months or until the City is prepared. City-owned equipment will be returned, and the City may purchase BSO-owned equipment at fair market value.

Fiscal Impact:
The FY 2025–26 cost is $23,876,826, representing the first-year annualized consideration. Funding for police services is included in the proposed FY 2025–26 General Fund budget, with funds available in Account No. 001-4120-521.34-07.

The projected Year 2 salary expense increase is approximately 11.9%, as calculated specifically for the City of Tamarac.

In subsequent years, annual adjustments will not exceed 5%, excluding benefits.

The City will receive quarterly credits for any staffing vacancies that result in salary savings and for reimbursements received from the Broward County School Board for School Resource Deputies. These credits will be calculated and applied each quarter to offset the City's costs under the Agreement.

The proposed 2025 BSO Police Services Contract continues Tamarac's 40-year partnership with the Broward Sheriff's Office, ensuring effective law enforcement, fiscal transparency, and performance accountability while supporting the City's strategic goal #2 — Tamarac is Safe and People Know It.

ATTACHMENT(S)
Exhibit A - Special Terms And Conditions
Exhibit B - Police Services General Conditions
TR14353 – Resolution 2025-2030
BSO Agreement for Police Services

C: Christine A. Josephs Cajuste, Director of Finance

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF TAMARAC AND GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY ("BSO"), ATTACHED HERETO AS EXHIBIT "1", IN ACCORDANCE WITH THE SPECIAL TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT "A", AND THE POLICE SERVICES GENERAL CONDITIONS ATTACHED HERETO AS EXHIBIT "B", EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2030; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac has maintained a long-standing partnership with the Broward Sheriff's Office to provide citywide police services, following the transition from the City's former municipal police department ; and

WHEREAS, the current Police Services Agreement with BSO expired at the conclusion of Fiscal Year 2025 ; and

WHEREAS, the City and BSO have negotiated a new Police Services Agreement, attached hereto as Exhibit "1" with Special Terms and Conditions and General Conditions attached hereto as Exhibits "A" and "B," respectively, to continue law enforcement services for a five-year term beginning October 1, 2025 through September 30, 2030, with one five-year renewal term upon mutual agreement ; and

WHEREAS, the new Agreement, and specifically the Special Terms and General Conditions as outlined in Exhibits “A” and “B,” establishes updated staffing levels, including 110 authorized positions comprised of 1 District Chief, 2 Lieutenants, 6 Sergeants, 56 Deputies, 6 Detectives, 4 Crime Suppression Detectives, 6 NST/Crime Prevention Specialists, 15 Community Service Aides, and support personnel, with minimum staffing of ten (10) uniformed Deputies and one (1) Sergeant per shift ; and

WHEREAS, the Agreement, as reflected in Exhibits “A” and “B,” further incorporates enhanced performance reporting, quarterly vacancy credits, defined City Manager oversight in District Chief appointments, and a comparable terms clause that allows Tamarac to request equivalent terms if another municipality receives more favorable provisions ; and

WHEREAS, the City Manager and staff recommend approval of the 2025 Police Services Agreement with BSO, which includes Exhibits “A” and “B,” to ensure continued public safety, operational transparency, and fiscal efficiency; 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 approve the Agreement, as set forth in Exhibit “1”, Exhibits “A” (Special Terms and Conditions) and “B,” (Police Services General Conditions) to continue law enforcement services for a five-year term beginning October 1, 2025, through September 30, 2030, with one five-year renewal term upon mutual agreement.

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 of the City of Tamarac hereby approves the 2025 Police Services Agreement between the City of Tamarac and the Broward Sheriff's Office ("BSO") for a five (5) year term effective October 1, 2025 through September 30, 2030, with one five (5) year renewal upon mutual agreement, in substantially the form attached hereto as Exhibits "1", "A" and "B."

SECTION 3: The City Manager, or his designee, is hereby authorized to execute the Agreement attached hereto as Exhibit "1", including Exhibits "A" and "B," provided the Agreement is reviewed by the City Attorney for form and legal sufficiency.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____,

2025.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

HANS OTTINOT
CITY ATTORNEY

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ___day of _____, 2025, is made by and between the City of Tamarac, Florida, (hereinafter referred to as the "CITY") and Gregory Tony, Ph.D., as Sheriff of Broward County (hereinafter referred to as "BSO").

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the CITY is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional police services, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.

3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF TAMARAC AND GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____

GREGORY TONY, PH.D., Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____

TERRENCE O. LYNCH, General Counsel/Executive Director

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF TAMARAC AND GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA

CITY:

CITY OF TAMARAC

ATTEST:

By: _____
MICHELLE J. GOMEZ
Mayor

_____
KIMBERLY DILLON
City Clerk

Dated: _____

(SEAL)

By: _____
LEVENT SUCUOGLU
City Manager

Dated: _____

Approved as to form and
Legal sufficiency subject to execution
by the parties:

_____
HANS OTTINOT
City Attorney

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY	City of Tamarac
EFFECTIVE DATE:	October 1, 2025
FIRST YEAR:	October 1, 2025 – September 30, 2026
TERM:	October 1, 2025 – September 30, 2030
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
CITY BOUNDARIES:	As incorporated
STAFFING STRUCTURE:	1 District Chief 2 /Lieutenants 56 Uniformed Deputy Sheriffs 6 Uniformed Patrol Sergeants 1 Motorcycle Sergeant 4 Motorcycle Deputies 1 Traffic Deputy 3 School Resource Deputies 1 Criminal Investigation Sergeant 6 Criminal Investigation Detectives 1 Crime Suppression Team Sergeant 4 Crime Suppression Team Detectives 6 NST / Crime Prevention 15 Community Service Aides 1 Administrative Specialist II Administrative Support Specialist 1 Crime Analyst 1 110

EXHIBIT A

MINIMUM STAFFING:	Utilizing the staffing structure as set forth above, the District Chief shall provide the CITY with at least 10 uniformed deputy sheriffs and 1 uniformed patrol sergeant on duty each shift.
SHIFT SCHEDULE	District deputies currently work a twelve-hour shift model, which includes an eight-hour day. The length of shift may be altered upon mutual agreement of the Sheriff and City Manager.
CONSIDERATION:	

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

First Year Annualized	$23,876,826
POLICE HEADQUARTERS ADDRESS:	7515 NW 88th Avenue Tamarac, FL 33321
FACILITIES ADDRESS	7515 NW 88TH AVEVUE TAMARAC, FL 33321
CODE ENFORCEMENT	NO
FUEL SITE	YES
NOTICE CITY ADDRESS	Levent Sucuoglu, City Manager 7525 NW 88th Avenue Tamarac, FL 33321 With a Copy to the City Attorney at the same address

OTHER- EMERGENCY MANAGEMENT:	BSO and the City shall each procure and secure its own supplies, equipment and provisions for their respective employees to ensure proper emergency preparedness and response before, during and after the emergency event. BSO and the City may agree that alternative arrangements to secure, procure and provide emergency management supplies, equipment and provisions utilizing the City's contracts, staff and purchasing procedures may be made, in which case, BSO shall credit the City for expenditures made to provide BSO with emergency management supplies, equipment and provisions. **Crime Prevention Programs** The SHERIFF shall offer crime prevention and related programs, through Personnel assigned to the CITY that are mutually beneficial and mutually agreeable to the CITY and SHERIFF. In addition, the Crime Prevention Deputy shall strive to maintain an active Florida Crime Prevention Practitioner's designation or equivalent training, such as the Florida Crime Prevention Through Environmental Design Practitioner, and offer relevant services to the CITY. **Motorcycle Deputies** CITY has requested that each Motorcycle Deputy and Sergeant be assigned a marked patrol vehicle and a motorcycle. CITY shall pay to SHERIFF the same monthly costs for lease and maintenance of the motorcycles that SHERIFF pays for motorcycles utilized in other areas of the County. **Criminal Investigations Unit** A Criminal Investigations Unit shall be maintained to conduct the necessary investigations of criminal activity within the CITY. The District Criminal Investigations Unit is a specialized assignment within the CITY for particular investigations where and as the need for same requires. The Unit shall not operate in the traditional shift structure. The Criminal Investigations Unit shall be comprised of six (6) detectives and one (1) sergeant from the staffing structure described above. The deputies assigned to this Unit shall handle criminal investigations not handled by the central Criminal Investigative Unit.

EXHIBIT A

	Crime Suppression Team A Crime Suppression Team (CST) shall be operated to conduct the necessary investigations of criminal activity within the CITY. The District Crime Suppression Team is a specialized assignment within the CITY designed to target quality-of-life crime issues, such as residential and conveyance burglaries, robberies, and narcotics enforcement etc. The Unit shall not operate in the traditional shift structure but shall generally provide coverage on a flexible schedule, the on-duty status and deployment of the team shall be determined by the District Chief or designee.

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. **DEFINITIONS**

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

a. Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.

b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.

c. BSO. "BSO" shall mean the Sheriff of Broward County, Florida.

d. CITY. "CITY" shall mean the City that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.

e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.

f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the person acting in the capacity of City Manager shall have the same authority as that of the City Manager.

g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.

h. District. "District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.

i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between CITY and BSO.

j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.

l. Facilities. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.

m. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.

o. Police Services Center. "Police Services Center" shall mean the premises owned by the CITY in which the BSO command staff assigned to the CITY maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.

p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.

q. Renewal Option. "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.

r. Term. "Term" shall mean the length of this Agreement and any extensions thereto.

s. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. STAFFING

a. **Structure**. The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

b. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and City Manager agree upon the modification.

d. **Deployment**. BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the CITY. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief shall keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the CITY shall only be utilized for appropriate police services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing**. BSO shall provide to the CITY a minimum number of deputy sheriffs to patrol the CITY per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement.

f. **Employment Standards**. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.

g. **Employment Responsibilities**. All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds,

insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications**. As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager shall meet and discuss the need for such adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

i. **Transfers – BSO's Rights**. BSO shall have the right to transfer any Employee out of the District. The City Manager shall be kept informed of all transfers within five (5) calendar days.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. **Transfers – City Right**. Except for the District Chief, which is covered in Section 10 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the CITY shall not be reassigned to the CITY without CITY approval.

k. **Transfers – Layoffs**. Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

l. **Replacements**. Any Personnel transferred or reassigned out of the CITY shall be replaced as soon as practical.

m. **Staffing Continuity**. The CITY and BSO recognize the importance of combining the efforts and resources of BSO and the CITY in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education**. The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, City's Code of Ordinances and residential composition and its crime trends. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. ASSIGNMENT OF POLICE POWERS

The CITY does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. QUARTERLY GOALS AND OBJECTIVES

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the City occurring during the previous three (3) month period.

At such meeting, the District Chief shall present the City Manager with information regarding the following:

a. Calls for service by day of the week, time of day, geographic location, date and type of call;
b. Reported incidents, criminal and non-criminal;
c. Number and types of arrests;
d. Traffic crashes;
e. Traffic citations;
f. Staffing and Transfers;
g. Vacancy Credits;
h. Grant Review;
i. Community Policing Initiatives;
j. Response time reports, citizen complaints and their status/disposition;
k. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
l. Updated forfeitures and seizures, including federal and state funds, as well as property.
m. A list of all vehicles assigned to Tamarac district, by vehicle # and assignment.
n. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager shall review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

5. **REPORTS**

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly Crime Report (FDLE/UCR categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).
- Monthly staffing report including status changes.

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the CITY. The District Captain shall meet and confer with the City Manager regarding the goals and objectives of the strategic plan.

6. PUBLIC COMMUNICATION

BSO and the CITY shall work in collaboration when notifying the community of events or incidents.

BSO and the CITY agree to notify the other party prior to conducting press conferences or making public announcements, regarding the Tamarac District. In an emergency situation, notification can be made as soon as possible.

7. **CONSIDERATION**

a. For the period from the Effective Date through the end of the Fiscal Year ending September 30, 2026, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.

b. The consideration payable by the CITY in year two of the Agreement shall be determined by adding the following: BSO's budgeted costs of personnel services, capital costs, portable radios and auxiliary equipment, workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs. The Year 2 salary expenses increase specifically calculated for the CITY is currently projected at approximately 11.9 %.and specifically calculated for CITY.

c.

d. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:

1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted costs for such items (not per line item, excepting those items mentioned in paragraph 2 below) in the preceding year~~. CITY has agreed to waive the cap for the first two fiscal years of the Agreement.~~ BSO reserves the right to perform a salary study in year five of the Agreement. If the salary study indicates a need to increase personnel costs CITY and BSO will negotiate in good faith a new consideration in the successor Agreement, if any.

2. BSO's budgeted costs for workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs.

e. BSO shall submit a proposed budget to the CITY on May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).

f. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

f If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.

g. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.

h. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District. When a large number of vacancies are at risk of occurring, BSO shall have a plan in place to fill the vacancies, and BSO shall relay the plan to the CITY.

i. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to the BSO. The CITY's credit shall be calculated using the prevailing budgeted cost of BSO Employees within the same job classification for that fiscal year. BSO shall submit a quarterly report detailing vacancy days.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies may be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment. Should BSO agree to modify the method for calculating vacancy credits with any other city, CITY will be provided with the same option.

j. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing and if BSO receives a salary savings.

k. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.

l. In the event that the SHERIFF subsequently enters into an agreement, amends the agreement or renews an agreement with a municipality for police services (an "Eligible Agreement"), the SHERIFF shall post the Eligible Agreement on the SHERIFF's web site within 10 business days of execution thereof. If the CITY reasonably determined that the Eligible Agreement overall includes consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs of the CITY and all other municipalities, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

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8. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior,

"Tamarac" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

9. **FACILITIES**

BSO shall use the Police Services Center as its Tamarac Headquarters.

The Police Services Center and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). CITY shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted.. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, it employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

BSO shall pay for all utility costs including, but not limited to, office equipment and supplies, electric, sewer and water for the Police Services Center. The cost of the utilities are included in the annual consideration paid by CITY.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

With the exception of Police Explorers/Cadets, BSO shall not permit unaccompanied minors in the Facilities.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

10. **DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the CITY and shall provide direct supervision of activities at the CITY's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Chief shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY, as described herein. The CITY and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's District Chief.

The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the CITY. BSO shall provide the CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the CITY's receipt of such notice, representatives from both BSO and the CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the CITY becomes dissatisfied with the performance of the District Chief, the CITY shall provide notification to BSO. Thereafter, representatives of BSO and the CITY shall meet to discuss possible remedies of the problems experienced by the CITY. BSO agrees to act in good faith in resolving any problems experienced by the CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

Prior to the removal of the District Chief from the CITY, the SHERIFF or his or her designee shall provide reasonable notice to the City Manager of the upcoming action. SHERIFF shall provide a thirty day notice to the City Manager for removal pursuant to Sections a, d, and e, below.

BSO, in its sole discretion, shall have the right to remove the District Chief from the CITY at any time for any of the following reasons:

a. The District Chief is being promoted in rank;
b. The District Chief is being demoted;
c. The District Chief is being disciplined;
d. The District Chief is retiring;
e. The District Chief submits a request to transfer out of the City;
f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
g. The District Chief's failure to meet documented BSO performance standards and requirements; or
h. Prior to the removal of the District Chief, the Sheriff meets with the City Manager and notifies the City Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the City for any reason not specified above shall require the prior approval of the City Manager.

11. **FINES, FORFEITURES, REVENUES: PAYMENT**

a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 11(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized through the active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds allocated for the City's share shall be deposited into the BSO's Federal Law Enforcement

Trust Fund (hereinafter referred to as the "Funds"). Such funds will be earmarked for BSO's use within the City as provided under federal law.

d. BSO agrees that any currency seized through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 11 (h) herein. If multiple law enforcement agencies participated in the seizure and the City is not a part of a task force agreement covering the distribution of awarded fund, the amount of funds distributed to CITY shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the currency/property; otherwise the amount of funds distributed to the City will be based upon the task force agreement. The Funds shall be and shall always remain in the ownership of the CITY, and BSO shall not have any right to ownership and control of such Funds, except as to custody of federal asset sharing funds held for City's access and use when mandated by federal law. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:

1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of state Funds, for use within the boundaries of the CITY, if such application is in compliance with Florida Statutes.

2. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the County for the use of Federal Funds, for use within the boundaries of the CITY, if such application is in compliance with Federal regulations.

3. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, or Federal Regulations to the City Manager and/or County Commission as applicable.

4. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.

5. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City. The City shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.

e. The parties agree that the decision to dispose of or use personal property, other than currency, seized through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.

1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 11(h), below, incurred in the seizure and forfeiture of such property.

2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year;

3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.

4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.

5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.

6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, or federal law, proceeds of the sale of such property, less costs as described in paragraph 11(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law, may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 11(d) above.

7. If the personal property is approved by the CITY for use by BSO outside of the City boundaries, BSO will promptly notify the City Manager of such use.

f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the

District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 11(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 11(d), above.

2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 11(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

    i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;
    ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
    iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.

g. In the event that real or personal property is seized through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (governed by applicable task force MOU, or if none, as defined in Section 11(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 11(d), above.

h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:

1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.

2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.

i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

j. CITY shall be responsible to meet all reporting requirements for all State forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure.

k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

12. **FUEL FACILITY**

a.BSO shall maintain Tank Pollution liability insurance coverage of $1,000,000 occurrence/$2,000,000 aggregate. Such insurance coverage shall be maintained throughout the term hereinabove and set forth. BSO reserves the right to provide Tank Pollution liability coverage through a self-insurance program. BSO shall name the CITY as an additional insured, but only as to liability arising out of BSO's negligent performance of the services provided by BSO to the City pursuant to this Agreement.

b.BSO shall provide the City with a copy of the respective policies of insurance required hereunder and renewals thereof, in order that the CITY, through the offices of City Clerk, may keep such copies on file for the benefit of the public and inspection of the citizenry of the CITY.

c.HOLD HARMLESS: To the extent permitted by law, BSO shall hold the CITY, its officials, agents, servants, and employees harmless from any and all manner of action or actions, cause or causes of actions, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the misconduct or negligent acts or omissions of the BSO while acting within the scope of its employment, and BSO shall indemnify the CITY for any and all damages, judgements, claims, costs, expenses, including reasonable attorney fees, which the CITY might suffer in connection with or as a result of the misconduct or negligent acts or omissions of the BSO, its deputies/officers, employees, or agents while acting within the scope of their employment. Notwithstanding anything to the contrary contained herein, the terms and conditions of this section shall survive the expiration or termination of this Agreement.

Notwithstanding anything to the contrary contained herein, in no event shall BSO hold harmless or indemnify CITY from liability, suits, cause or causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the negligent acts of the CITY, its employees, agents or servants.

Notwithstanding anything to the contrary contained herein, BSO and CITY shall, at all times, be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

d. BSO shall be the exclusive user of the fueling system. BSO will operate the Fuel Pumping Station to provide an adequate supply of fuel for BSO vehicles. BSO shall purchase and supply fuel for this fuel facility.

e. BSO shall be the responsible for the maintenance and repair of the computerized fuel dispensing system and dispensers or gas pumps.

f. BSO agrees to call 911 as soon as possible to report any and all fuel spills and to notify City of any and all fuel spills as soon as possible and to provide the City with any assessment reports relating thereto.

g. BSO agrees to indemnify, defend and hold the CITY harmless from any and all claims (excluding worker's compensation claims of CITY employees), damages, fines, judgements, penalties, costs, causes of actions, liabilities, or loses (including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant, and expert fees) (collectively liabilities), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the following:

1Above grounds leaks and spills caused by BSO, its employees, agents, or servants, and

)2. All leaks, contamination and spills above and below ground, resulting from the fueling system.

Notwithstanding anything to the contrary contained herein, in no event shall BSO hold harmless or indemnify the CITY from liability, damages, fines, judgements, penalties, costs, causes of action, or

losses ((including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant, and expert fees) (collectively liabilities), resulting from or attributed to the intentional or negligent acts of the CITY, its employees, agents, servants and/or visitors.

h. BSO shall be responsible for the repair and maintenance of any and all components of the fueling system including, but not limited to, the piping and underground storage tanks.

i. BSO shall have the right to discontinue use of the fueling system at any time, in which case BSO shall be responsible for any and all costs related to the removal of the fueling system including, but not limited to, the extraction of underground storage tanks. In the event of soil contamination is discovered during the fueling system removal and such contamination is attributable to the fueling system, BSO shall be responsible for all clean up costs. The CITY and BSO recognize that alternative fueling arrangements will need to be made at the time use of the fueling system is discontinued. At BSO discretion and cost, replacements and/or upgrades may be made to the fueling system.

13. TOWING

It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO shall honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY

14. INSURANCE

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
$1,000,000 occurrence /$2,000,000 aggregate

Automobile Liability

$1,000,000 occurrence/$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the City as an additional insured under the General Liability policy. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

15. **DEFAULT**

a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;

2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;

4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach

of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

1. Terminate this Agreement pursuant to Section 16 herein;

2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;

3. Cure such Default and recover the costs thereof from the Defaulting Party;

4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;

5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

16. **TERMINATION**

a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 16 shall commence.

b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 16. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

c. In the event of termination or expiration of this Agreement, the BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the BSO to a CITY police department or other provider of police services and to maintain during such

period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide for the same level of police protection at the time of such termination or expiration, upon CITY's request the then pending term of this Agreement shall be deemed automatically extended for a period of twelve (12) months or until CITY is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the projected cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO.

d. Equipment and Vehicles. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, (other than those referred to below) including police vehicles owned by BSO that is directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

Equipment purchased solely by CITY during the term of this Agreement and provided to BSO for its use, as well as the Body Worn Cameras and P25 Radios assigned to the District (as reflected by prior separate amendments to the Agreement). will be returned to the CITY upon termination.

Any disagreement between the CITY and BSO as to the value or condition of the property to be returned shall be settled by an outside appraisal company agreeable to both parties.

17 **INDEMNIFICATION**

a. The CITY and the BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

b. To the extent permitted by law, the CITY shall indemnify, defend, and hold the BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

c. To the extent permitted by law, the BSO shall indemnify, defend, and hold the CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the BSO, its employees, agents, servants. For purposes of this provision,

the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

d. The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

18. **DISPUTE RESOLUTION PROCESS**

a.If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the Dispute), the parties will follow the dispute resolution procedures set forth in this Section 18, it being agreed that for purposes of this section, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as appropriate.

b. A party will provide a written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the City Manager will conduct a meeting to attempt to resolve the matter.

c. . If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in subsection 18 b. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the City Manager will meet and attempt to resolve the matter.

d. If the BSO's Colonel or designee and the City Manager are unable to reach resolution at the meeting prescribed in subsection 18 c. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the City Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.

e. Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.

f. . If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 18, then, subject to the limitations otherwise provided for in this Agreement, the parties

are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

19 **CONTRACTOR RELATIONSHIP**

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

120. **NO PARTNERSHIP**

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

21. **REPRESENTATIONS AND WARRANTIES OF CITY**

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental

authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

22. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.

e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

23 INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

24. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

25. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

26 DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

27 **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY: See Special Terms and Conditions

BSO: Sheriff Gregory Tony, Ph.D.
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

28. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

29.. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

30. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any

prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

31 **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

32. **WAIVER OF RIGHTS**

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

33. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

34. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other

than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

35. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or City Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the CITY in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

a. Direct Services – are those services that are provided by the District Employees.

b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).

c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-changing law enforcement needs of

the City, the District Chief or the Chief's designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the CITY:

1. BSO shall provide public education programs on a monthly basis.

2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY;

3. The District Chief or designee shall attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;

4. In an effort to be engaged with the community and aware of current issues, the District Chief or designee shall strive to attend all ~~Homeowners~~ Community Associations ~~(HOA~~) membership meetings.

5. BSO shall provide the CITY with School Resource Deputies consistent with BSO's contractual arrangement with the School Board of Broward County. School Resource Deputies shall report to the District Chief and shall be assigned to schools subject to CITY approval. BSO shall request funding from the School Board of Broward County for all School Resource Deputies assigned to schools in the CITY. The funding decision will be made by SBBC and any money paid to BSO from the School Board of Broward County for School Resource Deputies assigned to schools within the CITY shall be transferred to the CITY or credited to the CITY; and

6. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

<u>INDIRECT SERVICES:</u>

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

a) Administration;
b) Budget;
c) Central Supply;
d) Citizen Observer Patrol;

e) Compensation and Assessment;
f) Employee Assistance Program;
g) Employee Benefits;
h) Information Technology Division;
i) Equal Employment Opportunity Division;
j) Evidence;
k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
l) Finance;
m) Fleet Control;
n) Grants Management;
o) Human Resources;
p) Institute for Criminal Justice Studies;
q) Office of the General Counsel;
r) Labor Relations;
s) Purchasing;
t) Records;
u) Recruitment;
v) Selection and Assessment;
w) Victim Services; and
x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.

2. ~~The District Chief and the CITY will work together to coordinate events in advance and schedule on-duty BSO personnel to avoid paying for Special Detail Services~~. BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the CITY will be charged at BSO's special detail rates and/or overtime at the time of the event.

Any and all special details requested by the CITY shall be paid based upon the terms and conditions of the CITY's permit filed with BSO's Special Details Unit.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

a) Regional narcotics investigations;
b) Career criminal investigation;
c) Multi-agency gang task force operations;
d) Case filing;
e) Marine/dive team;
f) SWAT team response;
g) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, , traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
h) Drug enforcement and money laundering; and
i) Strategic intelligence functions;
j) Law enforcement technical support services;
k) Street crimes enforcement;
l) Full-service crime lab;
m) Helicopter patrol and air rescue services;
n) Prisoner and jail services for municipal ordinance violators;
o) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the CITY and the County; and
p) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

BSO shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

Upon the request of the City Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

Summary of Substantive Contract Revisions – BSO Exhibit B

Exhibit A

Revised / Deleted / Added Positions: Staffing Structure Comparison

New Contract Staffing	Count	Old Contract Staffing	Count
District Chief / Captain	1	District Chief	1
Lieutenants	2	Executive Officer/Lieutenant	2
Uniformed Deputy Sheriffs	56	Sergeants	9
Uniformed Patrol Sergeants	6	Deputy Sheriffs (including 3 SROs)	80
Motorcycle Sergeant	1	Community Service Aides	15
Motorcycle Deputies	4	Clerical Assistants	1
Traffic Deputy	1	Administrative Support Specialist	1
School Resource Deputies	3	Crime Analyst	1
Criminal Investigation Sergeant	1		
Criminal Investigation Detectives	6		
Crime Suppression Team Sergeant	1		
Crime Suppression Team Detectives	4		
NST / Crime Prevention	6		
Community Service Aides	15		
Administrative Specialist II	1		
Administrative Support Specialist	1		
Crime Analyst	1		
Total Count	**110**		**110**

Summary of Substantive Contract Revisions – BSO Exhibit B

Minimum Staffing

- Minimum of 10 uniformed deputies and 1 patrol sergeant required each shift.

Shift Schedule

- Deputies work a 12 hour shift model; any change requires agreement between the Sheriff and City Manager.

Crime Prevention Programs

- Sheriff must provide crime prevention programs.

Motorcycle Deputies

- Each motorcycle deputy and sergeant assigned a marked unit and motorcycle.

Criminal Investigations Unit

- Operates outside the traditional shift model.
- Handles cases not managed by the central county investigative unit.

Crime Suppression Team

- Deployment and schedule determined by the District Chief or designee.

Exhibit B

Page 6 – District Chief Reporting Requirements

- Revised: 'Calls for service' expanded to include day of the week.
- Added: Updated forfeitures and seizures, including federal and state funds, and property.
- Added: List of all vehicles assigned to Tamarac District, with vehicle number and assignment.

Page 6 – Monthly Reporting Requirements

- Added: Monthly staffing report including status changes.

Summary of Substantive Contract Revisions – BSO Exhibit B

Page 7 – Public Communication Requirements

- Added: BSO and CITY collaboration requirement for notifying community of events or incidents.
- Added: Requirement for advance notice prior to press conferences or public announcements, with emergency exception.

Page 7 – Considerations

- Added: Year 2 salary expenses increase projected at approximately 11.9%.
- Added: If salary study indicates need to increase personnel costs, CITY and BSO must negotiate new consideration in successor agreement.

Page 9 – Vacancy Credits

- Added: Requirement for BSO to prepare plan when vacancies are at risk of occurring and share with CITY.
- Added: CITY must receive same vacancy-credit method modifications provided to any other city.

Page 12 – District Chief Removal Clause

- Added: SHERIFF or designee must provide reasonable notice to the City Manager prior to removal.
- Added: Thirty-day notice required for removals under sections a, d, and e.

Page 39 – Other Law Enforcement Services

- Added: BSO required to provide public education programs monthly.
- Added: District Chief or designee shall strive to attend all Community Association (HOA) membership meetings.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	December 10, 2025
SUBMITTED BY:	Rosemary Fisher
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	TO2618
AGENDA SECTION:	**ORDINANCE(S) - FIRST READING**
TITLE:	TO2618 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 “Buildings and Building Regulations” Article IV “Unsafe Structures” to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The Building Department Director recommends that the Mayor and City Commission approve amending Chapter 5 “Buildings and Building Regulations” Article IV “Unsafe Structures” to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Building Code (Existing Building, Chapter 18) and Broward County Administrative Provisions 110.15.
BACKGROUND:	The City of Tamarac has participated in the Building Safety Inspection Program adopted to comply with FS 553.899/Exhibit A. Every year, in June, Broward County Board of Rules & Appeals provides the city with a list of properties that have reached the 25-year or older based on the Certificate of Occupancy date and every 10-years thereafter. The City notifies property owners by certified mail between June and August (within a 90-day timeframe) accordingly. Within 180 days of notice, owner/association must submit a completed signed and sealed Registered Engineer report for structural and electrical integrity of the building. If repairs are required, the necessary repairs and corrections must commence within 365 days of the report with an approved City of Tamarac building permit. A safe to occupy letter must be submitted by the engineer of record to the building official. A 60-day extension can be allowed by

the Building Official upon written request from the property owner. All work shall be permitted under the existing Florida Building Code edition. After repairs are completed, a final report is submitted by the engineer of record for compliance. Failure to comply or file required inspection report, or to complete mandated repairs, may render a structure unsafe for occupancy. The Building Official will refer cases to the Special Magistrate for enforcement of non-compliance or Unsafe Structures Board. An Appeal Process is available through the Broward County Board of Rules and Appeals within 30 days after the special magistrate ruling. Decisions of the Board are final and subject to judicial review under FS 120.68.

ISSUE:

The milestone inspections statute, primarily found in Florida Statute (FS) 553.899, mandates structural safety inspections for certain residential buildings in Florida. The inspection is a structural integrity assessment that includes a visual examination and may include more extensive testing in a Phase Two inspection. The report will detail material findings, identify structural deterioration, and recommend repairs.

ATTACHMENTS:

TO2618_-_Milestone_Inspection_Process_Ordinance-12-25.docx
TO2618 Exh A - BORA Board Policy 05-05.pdf
TO2618 Bus Impact Est Form BSIP 11-05-25.docx
TO2618 MEMO ORD BSIP 12-04-25.docx

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 5 “BUILDINGS AND BUILDING REGULATIONS” ARTICLE IV “UNSAFE STRUCTURES” TO CREATE SECTION 5-79 OF THE CODE OF ORDINANCES TO ESTABLISH A MILESTONE INSPECTION PROCESS REQUIRED BY SECTION 553.899, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature found that maintaining the structural integrity of a building throughout its service life is of paramount importance to ensure that buildings are structurally sound and do not pose a threat to public health, safety, or welfare; and

WHEREAS, the Florida Legislature has found that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use and now the Florida Legislature requires local governments to establish a milestone inspection process by code for condominiums or cooperative buildings that are subject to the provisions of Section 553.899, Florida Statues; and

WHEREAS, the City of Tamarac ("City") recognizes that Chapter 553, Florida Statutes, now requires local governments to adopt and enact an ordinance to regulate the inspection process of aging buildings to ensure compliance with the Florida Building Code; and

WHEREAS, the City elects to set forth prescribed timelines and penalties with respect to compliance of mandatory structural inspections of aging condominium and

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Words in <u>underscore</u> type are additions.

cooperative buildings as required by state law; and

WHEREAS, the City has determined that the amendments to the City Code adopted by this Ordinance are in the best interest of and for the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 5 “Buildings and Building Regulations”, Article IV “Unsafe Structures” is hereby amended to create Section 5-79 “Mandatory Milestone Inspections of Aging Condominium and Cooperative Buildings” of the City of Tamarac Code of Ordinances to read as follows:

Sec. 5-79. - Mandatory Milestone Inspections of Aging Condominium and Cooperative Buildings.

(a) Applicability. The Broward County Board of Rules and Appeals requires structural and electrical safety inspections for buildings twenty-five (25) years old or older and every ten (10) years after the actual year built. This Section applies to condominium and cooperative buildings that are three (3) or more habitable stories in height, consistent with Section 553.899, Florida Statutes. All other building types remain subject to this local program at the twenty-five (25) year threshold, unless exempted herein. Exempt from this program are:

(1) Single-family, two-family, three-family or four family dwellings with three or fewer habitable stories above ground;

(2) U.S. government buildings;

(3) State of Florida owned buildings;

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Words in underscore type are additions.

(4) Schools under the jurisdiction of the Broward County School Board;

(5) Buildings built on Indian reservations;

(6) All buildings under three thousand five hundred (3,500) square feet; and

(7) Townhouses as defined by the Florida Building Code, except that townhouse-like structures that are designated condominium are required to comply with the programs.

(a) *Definitions The following terms shall be defined as follows:*

(1) Building official as defined in Section 468.603 (2), Florida Statutes.

(2) Milestone inspection as defined in Section 553.899 (2)(a), Florida Statutes.

(b) *Inspection, Reporting and Repairs.*

(1) Milestone Inspections shall be in accordance with Section 553.899, Florida Statutes, and Florida Building Code.

(2) Notice from Building Official shall be in accordance with Section 553.899, Florida Statutes.

(3) Milestone Inspection. A milestone inspection consists of two phases and shall be in accordance with Section 553.899, Florida Statutes.

(4) The milestone report shall be in accordance with Section 553.899, Florida Statutes with the following modifications.

a. Shall be submitted digitally via the City of Tamarac online permitting system unless the owner or representative of

condominium or cooperative buildings is unable to submit a digital copy.

b. With the phase one milestone inspection report submission, the responsible engineer or architect who has performed the milestone inspection shall provide the building official with a letter indicating their professional opinion on whether the building or structure may continue to be safely occupied when a phase two milestone report is required. The phase one milestone report must be performed within 180 days after the property owner's receipt of the City's notice of required inspection. If a phase one report inspection indicates substantial structural deterioration, a phase two milestone inspection must be performed.

c. If a phase two milestone inspection report is required, at submission, the responsible engineer or architect who has performed the phase two milestone inspection shall provide the building official with a letter indicating their professional opinion on whether the building or structure may continue to be safely occupied.

(5) Repairs and modifications. The repairs and modifications shall be in accordance with Section 553.899, Florida Statutes and Florida Building Code with the following modifications.

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions.

a. Based on the recommendations in the phase two milestone report, all required repairs must be commenced within 365 days after receipt of such report. The permit application shall include a direct reference to the phase two milestone inspection report.

b. At the time of repairs commencing, the responsible engineer or architect who has filed the building construction documents shall provide the building official with a letter indicating their professional opinion on whether the building or structure may continue to be safely occupied.

c. All required repairs shall be completed and inspected through the City of Tamarac permitting process.

(6) Self-Registration and Reporting.

a. All condominium and cooperative associations with buildings three stories or higher must register via the City of Tamarac online system within 180 days of being notified of their requirement to participate in the mandatory milestone inspection of aging condominium and cooperative buildings process.

b. All new qualifying condominium and cooperative associations with buildings three stories or higher must register via the Citv of Tamarac online system prior to issuance of certificate of occupancy.

c. On or before December 31, 2025, and annually thereafter, the City of Tamarac, shall provide to the Department of Business and

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Professional Regulation, in electronic format, all information required by Section553.889 (13), Florida Statutes, including the number of buildings subject to milestone inspections, inspection status, permits issued, and unsafe structure determinations.

(7) Fees, extensions, and penalties.

a. Fees for the administration of this section shall be as per the adopted fee schedule.

b. Enforcement for the requirements of this section shall be enforced as follows:

(1) By an action for injunctive relief, civil penalties, or a combination thereof, through a court of competent jurisdiction.

(2) All remedies and penalties provided for in this section shall be cumulative and independently available to the City and the City shall be authorized to pursue any and all remedies set forth in this section to the full extent allowed by law.

(3) A violation of this section shall constitute a separate offense for each day it recurs or continues as penalties under the City Code.

c. Extensions for the requirements of this section shall be in accordance with Section 553.899, Florida Statutes.

d. Failure to comply with the timelines established in this section may result a fine of up to $1000.00 per violation per day against the property owner

pursuant to the City Code.

SECTION 3. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the City of Tamarac Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and that the word "Ordinance" may be changed to "Section," "Article," or such other appropriate word or phrase in order to accomplish such intention.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. If any clause, section, or other part or application of this Ordinance is held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated, and the remainder of this Ordinance shall continue in full force and effect.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

PASSED, FIRST READING this day of , 2025.
PASSED, SECOND READING this day of , 2025.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

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Words in underscore type are additions.

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: V/M 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 _____ 2025.

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in <u>underscore</u> type are additions.

Effective Date: August 9, 2024

Broward County Board of Rules and Appeals Policy #05-05

Subject: Broward County Board of Rules and Appeals – Building Safety Inspection Program

I. GENERAL:

A. Section 110.15 of the Broward County Administrative Provisions of the Florida Building Code has established a **Building Safety Inspection Program**.

B. The procedures established herein are the basic guidelines for the Building Safety Inspection Program.

C. The following buildings or structures are exempt from this program:

1. US Government Buildings
2. State of Florida Buildings
3. Buildings built on sovereign tribal lands.
4. School buildings under the jurisdiction of the Broward County School Board.
5. Single-family, two-family, three-family, and four-family dwellings with three or fewer habitable stories above ground.
6. Fee simple Townhouses as defined in the Florida Building Code.
7. Minor structures, defined as buildings or structures in any occupancy group having a building area of less than three thousand five hundred (3,500) square feet.
8. Railroads and ancillary facilities associated with the railroad.

D. All buildings or structures that have performed a Building Safety Inspection under the prior program ("40 Year Building Safety Inspection Program") are deemed compliant with F.S.553.899 and the Florida Building Code, Existing Building (Chapter 18). The subsequent Building Safety Inspections are due every ten years from the year the initial Building Safety Inspection was required.

E. The Building Safety Inspection Program shall serve as compliance for both phase one and phase two milestone inspection requirements for buildings or structures as defined under Florida Statutes, Section 553.899, and the Florida Building Code, Existing Building (Chapter 18).

F. If an owner of a building fails to ensure that the Building Safety Inspection is completed, the Building Official may file a complaint with the Department of Business and Professional Regulation Division of Condominiums, Timeshares, and Mobile Homes documenting such failure.

G. Improvements to the original building should be inspected based on the code at the time of permitting unless specified by the National Electrical Code.

H. The purpose of the Building Safety Inspection Program is not intended to determine if the condition of an existing building is in compliance with the current edition of the Florida Building Code.

II. DEFINITIONS:

A. Threshold Building: Any building that is greater than three stories or 50 feet in height or which has an assembly occupancy classification as defined in the Florida Building Code that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons or as otherwise defined by section 553.71, Florida Statutes, which may be amended from time to time.

B. Minor Buildings or Structures: Buildings or structures in any occupancy group having a building area of less than 3,500 sq. ft.

1. Any building or structure, regardless of size, which houses, covers, stores, or maintains any support features, materials, or equipment necessary for the operation of all or part of the primary structure, or operation of any

feature located upon the real property, shall not be considered a minor building or structure and shall be subject to inspection as otherwise set forth herein.

2. Structures to be included in the Building Safety Inspection Program are elevated decks, balconies, docks, and seawalls if attached to or supporting any structure. Parking garages, guardrails, and as such, are not exempt from this program.

C. Building Safety Inspection: A structural and electrical inspection of a building or structure by a Florida licensed professional authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the building or structure. And, to the extent reasonably possible, determine the general condition of the building or structure as it affects its safety, including a determination of any necessary maintenance, repair, or replacement of any structural or electrical component.

D. Substantial Structural Deterioration: Substantial structural distress that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the Florida licensed professional performing the Building Safety Inspection determines that such surface imperfections are a sign of substantial structural deterioration.

E. Florida Licensed Professional: An Engineer or Architect licensed under Florida Statute 471 or 481.

F. Building Area: The total square footage of a building, including exterior walls.

III. BUILDING SAFETY INSPECTION PROGRAM SCOPE:

A. <u>Inspection Procedures</u> shall conform to the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals titled "General Considerations & Guidelines for Building Safety Inspections," which are included in this policy.

1. The Building Official shall notify the owner(s), association, or their duly authorized representative(s), of all buildings and structures requiring inspection under these guidelines. And, to retain all the necessary documentation to confirm compliance as set forth herein.
2. The inspecting professional shall have a right of entry into all areas necessary to comply with this program.
3. The owner or association shall be responsible for all costs associated with the inspection and any resulting required repairs and modifications.

B. <u>Inspection Schedule:</u>

1. All buildings and structures shall be inspected in the manner described herein, where such buildings or structures reach 25 years of age or older, based on the date that the certificate of occupancy was issued and as determined by the Building Official, who shall at such time issue a **Notice of Required Inspection** to the building owner or association.
2. The subsequent Building Safety Inspections are due every ten years from the year the initial Building Safety Inspection was required, regardless of when the previous inspection report for the building or structure was finalized or filed.

C. <u>Notices of Required Inspection:</u>

1. By June of each year, BORA will provide each local jurisdiction with a list of buildings and structures due for inspection.
2. From June through August, the Building Official shall notify the building owner or association by certified mail return receipt that their properties are due for inspection.
3. Notwithstanding the foregoing, the failure by a building official to provide a **Notice of Required Inspection** shall not affect a building owner's or association's requirement to timely procure the required inspection and any necessary repairs, provide a written report and certification of a building or structure.

D. Qualifications of Inspectors:

1. If the building or structure is not a "Threshold Building" as defined by the Florida Building Code, required reports shall be prepared by a Florida licensed Professional qualified by training and experience in the specific technical field involved in the inspection and report.
2. If the building or structure is a "Threshold Building" as defined herein, then:
   a. The structural portion of such report shall be prepared by a Florida-licensed professional in the State of Florida specializing in structural engineering and licensed as a Special Inspector under F.S. 471 and 481.
3. Any person responsible for removing electrical equipment covers for the purpose of allowing inspections related to this program shall be familiar with the requirements of NFPA 70E and OSHA 1910 by verification with a certificate of completion.
4. The Electrical Safety Inspection report shall be completed by a qualified Florida-licensed professional specializing in electrical design.

E. Reporting Procedures:

1. Within 180 days of receiving the **Notice of Required Building Safety Inspection**, the owner or association must complete the Building Safety Inspection. The Florida licensed professional shall issue a written report, including the Broward County Board of Rules and Appeals Structural and Electrical Safety Inspection report forms, to the Building Official and the owner or association. The report will state that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe, for the specified use for continued occupancy, in conformity with the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals or will indicate the types of repairs necessary to be undertaken.
2. The Building Official may issue an extension of not more than 60 days to submit a Building Safety Inspection report.
3. The inspection report shall, at a minimum, meet all the following criteria:
   a. Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
   b. In addition to a detailed written narrative report, the completed BORA Structural and Electrical Safety Inspection report forms shall be submitted as part of the report.
   c. Color photos with sufficient resolution shall be included with the reports to adequately convey typical conditions observed, particularly where defects have been found.
   d. Indicate the manner and type of inspection forming the basis for the inspection report.
   e. Identify any substantial structural deterioration or electrical deficiencies within a reasonable professional probability based on the scope of the inspection. Describe the extent of such deterioration and deficiencies and identify any repairs for such issues.
   f. State whether any unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
   g. Recommend remedial or preventive repair for any items that are damaged but do not have substantial structural deterioration and deficiencies.
   h. Identify and describe any items requiring further inspection.
4. If the building inspected is a condominium or cooperative, the association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, delivered by United States mail, personal delivery or electronic transmission to unit owners who previously consented to receive notice by electronic transmission. Post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property and publish the full report and inspector-prepared summary on the association's website if the association is required to have a website.
5. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

F. Duty to Report:

Any Florida licensed professional who performs an inspection of an existing building or structure has a duty to report to the owner, association, and the Building Official any findings that, if left unaddressed, would endanger life or property no later than ten days after informing the appropriate parties of such findings. However, if such a professional finds that there are conditions in the building or structure causing an actual or immediate danger of

the failure or collapse of the building or structure or if there is a health hazard, windstorm hazard, fire hazard, or any other life safety hazard, such professional shall report such conditions **immediately** to the building owner or association, and to the Building Official within 24 hours of the time of discovery. In addition to assessing any fines or penalties provided by Broward County or the municipality, the Building Official shall report any violations of this provision to the appropriate licensing agency, regulatory board, and professional organization of such engineer or architect.

G. Required Repairs or Modifications:

1. In the event that repairs or modifications are found to be necessary as a result of the Building Safety Inspection, the owner shall have a total of 180 days from the date of the Building Safety Inspection report unless otherwise specified by the Building Official in accordance with Florida Building Code Section 110.15 (Florida Building Code, Broward County Amendments), in which to complete required repairs and correct the structural and electrical deficiencies. All applicable Building Code requirements shall be followed with all applicable permits obtained. The Florida Existing Building Code will specify whether the repairs or modifications can be made under the code in effect when the building was originally permitted or the code currently in effect. If an owner or association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration and electrical deficiencies identified in the inspection report within the required timeframe, the structure may be deemed to be unsafe and unfit for occupation. Such findings shall be reviewed by the Building Official and shall be sent to the Special Magistrate, Code Enforcement Board, or Unsafe Structures Board, as appropriate.
2. When any electrical or structural repairs or modifications are required, the responsible licensed professional who has performed the Building Safety Inspection and issued the report shall provide the building owner, association, and the Building Official with a signed and sealed letter indicating whether the building or structure may continue to be safely occupied while the building or structure is undergoing repairs. Such a letter shall be valid for no more than 180 days. A new letter shall be issued if repairs or modifications remain ongoing.
3. For deficiencies that cannot be corrected within 180 days, the time frame may be extended when a time frame is specified by the responsible licensed professional and approved by the Building Official. Such extensions shall be contingent on maintaining an active building permit as specified in the Florida Building Code, Broward County Amendments, Section 105.3.2.
4. Once a permit is obtained for all necessary repairs or modifications from the local building department, which has jurisdiction, the Florida Building Code shall govern time restraints for such permits or in accordance with a more restrictive timeframe as directed by the design professional.
5. The Building Official may issue an extension of not more than 60 days to obtain any necessary permits upon a written extension request from a licensed professional qualified as stated herein for the type of building or structure in question. Such request shall contain a signed and sealed statement from the professional that the building may continue to be occupied while undergoing the Building Safety Inspection.
6. Once all required repairs, whether structural or electrical or both, have been completed, the responsible licensed professional who has performed the safety inspection and issued the report shall re-inspect the areas noted on the original report and shall provide the building owner, association, and building official an amended report with a signed and sealed letter stating that all of the required repairs and corrections have been completed and that the building or structure is acceptable for continued use under the present occupancy. The building owner or responsible professional shall submit that letter to the Building Official.

H. Violations:

1. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.
2. If an owner or association of a building or structure fails to timely submit the Building Safety Inspection report to the Building Official or seek an extension request in accordance with the above, the Building Official shall elect the choice of either a Special Magistrate or Code Enforcement Board as set forth under Florida Statutes, Section 162, et. al., to conduct a hearing to address such failure. In the event an owner fails to comply with the repair and modification requirements as determined from the Building Safety Inspection report as set forth herein, the structure may be deemed to be unsafe and unfit for occupation. Such findings

shall be reviewed by the Building Official and shall be sent to the Special Magistrate, Code Enforcement Board, or Unsafe Structures Board, as appropriate.

3. The Building Official may revoke, at any time, a Building Safety Inspection report if the Building Official determines that the written inspection report contains any misrepresentation of the actual conditions of the building or structure.

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 5 "BUILDINGS AND BUILDING REGULATIONS" ARTICLE IV "UNSAFE STRUCTURES" TO CREATE SECTION 5-79 OF THE CODE OF ORDINANCES TO ESTABLISH A MILESTONE INSPECTION PROCESS REQUIRED BY SECTION 553.899, FLORIDA STATUTES; PROVIDING FOR CODIFICATION **; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☒ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:
The milestone inspections statute, primarily found in Florida Statute 553.899, mandates structural safety inspections for certain residential buildings in Florida.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Create new ordinance as required by CS/CS/HB 913: Condominium and Cooperative Associations.

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Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: Requires governing bodies of counties and municipalities to adopt an ordinance requiring that a condominium or cooperative association, and any other owner that is subject to the milestone inspection requirements, schedule or commence repairs for substantial structural deterioration within 365 days after the local enforcement agency receives a phase two inspection report.

3. Estimate of direct compliance costs that businesses may reasonably incur: Unknown

4. Any new charge or fee imposed by the proposed ordinance: None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: Unknown – application fee(s) per permit fee schedule and permit fees for repair permits based on the scope of work required by the inspecting engineers.

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance: Various – based on the number of properties that reach the 25 year milestone, and each 10 year recertification timeframe.

Business Impact Estimate

7. Additional information (if any):

City of Tamarac
Interoffice Memorandum
Building Department

To: **Levent Sucuoglu, City Manager**

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

From: **Otoniel (Tony) Palacios, Chief Building Official / Director**

Date: **December 4, 2025**

Re: **Chapter 5 BSIP – Building Safety Inspection Program Temp. Ord. #2618**

Recommendation:

The Building Department Director recommends that the Mayor and City Commission approve amending Chapter 5 "Buildings and Building Regulations" Article IV "Unsafe Structures" to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Building Code (Existing Building, Chapter 18) and Broward County Administrative Provisions 110.15.

Issue:

The milestone inspections statute, primarily found in Florida Statute (FS) 553.899, mandates structural safety inspections for certain residential buildings in Florida. The inspection is a structural integrity assessment that includes a visual examination and may include more extensive testing in a Phase Two inspection. The report will detail material findings, identify structural deterioration, and recommend repairs.

Background:

The City of Tamarac has participated in the Building Safety Inspection Program adopted to comply with FS 553.899/Exhibit A. Every year, in June, Broward County Board of Rules & Appeals provides the city with a list of properties that have reached the 25-year or older based on the Certificate of Occupancy date and every 10-years thereafter. The City notifies property owners by certified mail between June and August (within a 90-day timeframe) accordingly. Within 180 days of notice, owner/association must submit a completed signed and sealed Registered Engineer report for structural and electrical integrity of the building. If repairs are required, the necessary repairs and corrections must commence within 365 days of the report with an approved City of Tamarac building permit. A safe to occupy letter must be submitted by the engineer of record to the building official. A 60-day extension can be allowed by the Building Official upon written request from the property owner. All work shall be permitted under the existing Florida Building Code edition. After repairs are completed, a final report is submitted by the engineer of record for compliance. Failure to comply or file required inspection report, or to complete mandated repairs, may render a structure unsafe for occupancy. The Building Official will refer cases to the Special Magistrate for enforcement of non-compliance or Unsafe Structures Board. An Appeal Process is available through the Broward County Board of Rules and Appeals within 30 days after the special magistrate ruling. Decisions of the Board are final and subject to judicial review under FS 120.68.

This ordinance will create a Section 5-79 in the code of ordinance for the City of Tamarac to comply with FS 553.899 to ensure that condominiums, coops buildings, and threshold buildings within the city meet the public safety standards for continuous occupancy. This

ordinance will ensure the owners of these properties conduct the 25 year and 10-year re-certifications thereafter for both the structural and electrical integrity of the buildings to endure safety to the public.

Fiscal Impact:

Permit fees based on our approved fee schedule will be generated from building requiring structural repairs permits.

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CITY COMMISSION AGENDA ITEM REPORT

DATE: December 10, 2025

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: TO2619

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2619 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending chapter 6 of the City's code of ordinances, entitled "Finance and Taxation" and article V entitled “Tamarac Procurement Code”, by specifically amending section 6-148 entitled "Exclusions and Exceptions to Bid and Proposal Requirements” to expand the exemptions from competitive bidding process for purchase of film, video and audio services, purchase of goods, equipment and supplies for relief programs relating to natural disasters, and purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
Memo_TO2619_Ordinance_Amending_Procurement_Code.docx
TO2619 - Ordinance Amending Procurement Code-12-25 (3).docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE

TO: **Levent Sucuoglu, City Manager** **DATE:** **December 3, 2025**

THRU: **Maxine Calloway, Deputy City Manager**
Christine J. Cajuste, Director of Financial Services

FROM: **Steve Stewart, Procurement and Contracts Manager** **RE:** **TO # 2619 - Approval of an Ordinance to Amend the Tamarac Procurement Code**

RECOMMENDATION:

Placement of TO # 2619 on the Commission Meeting Agenda for December 10, 2025, for City Commission approval of an Ordinance to amend the Tamarac Procurement Code.

ISSUE:

The City Commission has determined that the exemption from competitive bidding procedures in the City's Procurement Code should expand to include the purchases of film and video services, goods, equipment, and supplies for relief programs for natural disasters, and the purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project.

BACKGROUND:

The Tamarac Procurement Code was enacted via Ordinance O-2012-07 on March 14, 2012. Since that time, the Ordinance has been amended three times, first via Ordinance O-2019-05 dated May 22, 2019, to provide a preference for local Tamarac vendors and Broward County Certified Small Business Enterprises (CBE), second via Ordinance O-2020-004 dated February 5, 2020, to provide a preference for Veteran-owned small businesses as well as to make miscellaneous housekeeping changes, and third via Ordinance O-2024-026 dated November 13, 2024, to provide updates on definitions, source selection, purchase procedures as well as to make miscellaneous housekeeping changes.

As noted in TO # 2619, recommendations are being made to amend the Tamarac Procurement Code to expand the exemptions under ***Sec. 6-148. - Exclusions and exceptions to bid and proposal requirements*** as follows (*words in ~~strike through~~ are deletions and words in underscore are additions*):

Sec. 6-148. Exclusions and exceptions to bid and proposal requirements.

(a) *Exclusions.* This article shall not apply to:

(1) The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; postage; expert witness; legal and mediation services; lobbying services; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training;

(2) Goods purchased with petty cash or city procurement cards in accordance with the city's petty cash and procurement card procedures;

(3) Items purchased for resale to the general public; for example, supplies for a city-owned concession area.

(4) Purchase of groceries;

(5) Artistic services or works of art, or photographs, film and video services, audio recording services or similar material where such materials are purchased from the creator or publisher;

(6) Travel expenses, hotel accommodations and hotel services;

(7) City-sponsored events held at venues not owned by the city;

(8) Entertainment and entertainment-related services for city-sponsored events;

(9) Purchase of motor vehicle license plates from a governmental agency;

(10) Persons or entities retained as "expert consultants" to assist the city in litigation, or in threatened or anticipated litigation;

(11) Educational or academic programs;

(12) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;

(13) Auditing services that are not subject to the requirements of F.S. § 218.391;

(14) The purchase of items critical to the security of city facilities;

(15) Any services identified in F.S. § 287.057, as may be amended from time to time, as being exempt from competitive bid/request for proposal requirements;

(16) Goods and services purchased by a member of the city commission with initiative funds in accordance with general administrative guidelines established by the city manager or designee;

(17) Repairs to vehicles and equipment when such purchases are made pursuant to the requirements of an insurance settlement;

(18) Additional software and hardware licensing and maintenance for software and hardware the city already owns/licenses. This shall include subscription-based software fee that are unique or preexistent and contain historical knowledge that cannot be easily or without cost moved to another software application; and

(19) Auctioneer services, vending services, bus bench advertising or other revenue related agreements as approved by the city manager or designee~~.~~;

(20) Goods, equipment, and supplies purchased for disaster relief programs related to a natural disasters which are verified by independent news or government sources;

(21) Purchase of materials, equipment, prefabricated elements and components, appliances, fixtures, and supplies brought under a sales tax saving procedure established pursuant to Section 212.08(6), Florida Statutes constituting part of a construction project award, which construction contract has been awarded in accordance with Article V of the City Code.

The addition of Item No. 21 (as noted above) to ***Sec. 6-148. - Exclusions and exceptions to bid and proposal requirements,*** would allow the City to utilize Owner Direct Purchases (ODP). This process would save the City approximately 7% in sales tax on goods and materials, which may amount to decent savings for large construction projects. Below are estimated ODP savings for projects at higher dollar amounts and common items purchased through ODP.

Estimated ODP Savings by Project Value (Assuming 50% of project cost is ODP-eligible materials and 7% sales tax):

Project Value	Approx. ODP Materials (50%)	Estimated Savings (7%)
$10M	$5,000,000	$350,000
$20M	$10,000,000	$700,000
$30M	$15,000,000	$1,050,000
$40M	$20,000,000	$1,400,000
$50M	$25,000,000	$1,750,000

Common Items purchases through ODP:

- HVAC systems and chillers
- Electrical switchgear, panels, and generators
- Structural steel and metals
- Roofing materials
- Lighting and controls
- Pumps, pipes, valves, and process equipment (water/wastewater)
- Doors, frames, hardware
- Elevators and lift equipment

FISCAL IMPACT:

With the implementation of ODP, it is estimated that the City could benefit from approximately $2,183,369.69 in savings in FY 2026 based on the Capital Improvements Program budget of $62,381,991 (*Assuming 50% of project cost is ODP-eligible materials and 7% sales tax*).

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 6 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "FINANCE AND TAXATION" AND ARTICLE V ENTITLED “TAMARAC PROCUREMENT CODE”, BY SPECIFICALLY AMENDING SECTION 6-148 ENTITLED "EXCLUSIONS AND EXCEPTIONS TO BID AND PROPOSAL REQUIREMENTS” TO EXPAND THE EXEMPTIONS FROM COMPETITIVE BIDDING PROCESS FOR PURCHASE OF FILM, VIDEO AND AUDIO SERVICES, PURCHASE OF GOODS, EQUIPMENT AND SUPPLIES FOR RELIEF PROGRAMS RELATING TO NATURAL DISASTERS, AND PURCHASE OF SUPPLIES AND EQUIPMENT MADE UNDER A SALES TAX SAVING PROCEDURE CONSTITUTING PART OF A CONSTRUCTION PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.06(b) of the City of Tamarac's Charter allows the City Commission to determine its own rules of procedure for meetings, and it describes how special meetings may be called; and

WHEREAS, the City Commission, from time to time, amends its Procurement Code in the best interests of the City; and

WHEREAS, the City Commission has determined that the exemption from competitive bidding procedures in the City’s Procurement Code should expand to include the purchases of film and video services, goods, equipment, and supplies for relief programs for natural disasters, and the purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project; and

WHEREAS, the City Commission has determined that the exemptions are necessary to obtain vital services without delays for certain projects of the City; and

WHEREAS, the City Commission has determined it is in the best interests of the citizens and residents of the City of Tamarac to amend the code of ordinances as set forth herein.

CODING: Words in ~~struck-through~~ type are deletions from existing law;
Words in underscored type are additions.

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

Section 1: The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Commission of the City of Tamarac hereby amends Chapter 6 of the City's Code of Ordinances, entitled "Finance and Taxation" by amending Article V of the City's Code of Ordinances, entitled "Tamarac Procurement Code", and specifically amending Section 6-148 entitled "Exclusions and Exceptions to Bid and Proposal Requirements" as follows:

Sec. 6-148. Exclusions and exceptions to bid and proposal requirements.

***

(a) Exclusions. This article shall not apply to:

(1) The procurement of dues and membership in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodical and newspapers; advertisements, postage, expert witness; legal and mediation services; lobbying services; abstracts of title for real property; title searches and certificates, title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services, copyrighted materials or patented materials including, but not limited to technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training;

(2) Goods purchased with petty cash or city procurement cards in accordance with the city’s petty cash and procurement card procedures;

***

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Words in underscored type are additions.

(5) Artistic services or works of art, or photographs, film and video services, audio recording services or similar material where such materials are purchased from the creator or publisher;

***

(19) Auctioneer services, vending services, bus bench advertising or other revenue related agreements as approved by the City Manager or designee;

(20) Goods, equipment, and supplies purchased for disaster relief programs related to a natural disasters which are verified by independent news or government sources;

(21) Purchase of materials, equipment, prefabricated elements and components, appliances, fixtures, and supplies brought under a sales tax saving procedure established pursuant to Section 212.08(6), Florida Statutes constituting part of a construction project award, which construction contract has been awarded in accordance with Article V of the City Code.

SECTION 3: 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 4: If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

SECTION 5: All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall become effective immediately upon adoption.

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CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

PASSED, FIRST READING this _____ day of _____, 2025.

PASSED, SECOND READING this _____ day of _____, 2025.

By_____
MICHELLE GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1st Reading

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

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

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

_____
HANS OTTINOT
CITY ATTORNEY

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Words in <u>underscored</u> type are additions.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: December 10, 2025

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2613

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2613 - An Ordinance of the City Commission of the City of Tamarac, Florida establishing “Limited Online Sales” as an accessory use in the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial) zoning districts; amending Chapter 10, Article 3, Section 10-3.2, entitled “Table of Allowed Uses”, specifically Table 10-3.1: allowed uses for the inclusion of “Limited Online Sales”; and amending Section 10-3.4, entitled “Accessory Uses and Structures”, to provide the use-specific standards regulating the “Limited Online Sales” use; and amending Chapter 10, Article 6, entitled “Rules of Construction and Definitions”, specifically Section 10-6.2(E), entitled “Accessory Uses”, of the City of Tamarac code of ordinances, to provide a definition for “Limited Online Sales”; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
1) Establishment of Use CC Memo - TPC.docx
2) TPC Temp Ordinance#2613.docx
Backup Combined.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM 25-11-002M

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu
City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: November 5, 2025

RE: The Patina Collective, LLC – Limited Online Sales – Establishment of Use

An Ordinance establishing "Limited Online Sales" as an accessory use in the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial) zoning districts; amending Chapter 10, Article 3, Section 10-3.2, entitled "Table of Allowed Uses", specifically Table 10-3.1: Allowed Uses for the inclusion of "Limited Online Sales"; and amending Section 10-3.4, entitled "Accessory Uses and Structures", to provide the use-specific standards regulating the "Limited Online Sales" use; and amending Chapter 10, Article 6, entitled "Rules of Construction and Definitions", specifically Section 10-6.2(E), entitled "Accessory Uses", of the City of Tamarac Code of Ordinances, to provide a definition for "Limited Online Sales".

TEMP ORDINANCE NO. 2613**; CASE#** 1-EOU-25**; MF#:** 03-94

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed ordinance establishing "Limited Online Sales" as an accessory use in the MU-N, MU-C, MU-G, and NC zoning districts; amending Chapter 10, Article 3, Section 10-3.2, "Table of Allowed Uses," specifically Table 10-3.1, to include "Limited Online Sales"; amending Section 10-3.4, "Accessory Uses and Structures," to provide use-specific standards regulating "Limited Online Sales"; and amending Chapter 10, Article 6, Section 10-6.2(E), "Accessory Uses," to add a definition for "Limited Online Sales" on First Reading at its November 12, 2025 meeting, and on Second Reading at its December 10, 2025 meeting.

ISSUE: Ryan Abrams, Esq., designated agent for the property owner & applicant, SR7 Holdings, LLC, is requesting the approval of an Establishment of Use application to permit "*Limited Online Sales"* as an Accessory Use within the NC (Neighborhood Commercial) zoning district. Which necessitates the amendment of the Table of Allowed Uses, Section 10-3.2(H), Table 10-3.1: Allowed Uses, Land Development Code (see attached Patina Justification Statement).

LOCATION: The subject property is located at 4711 N. State Road 7 (U.S. 441) on the northwest corner of N. State Road 7 and NW 50th Street, just north of the Lauderdale Lakes and Tamarac border (see attached Location Map). The subject property is approximately 1.58 acres in size and has a City of Tamarac Future Land Use designation of "Commercial" and a zoning classification of NC (Neighborhood Commercial).

Surrounding Land Use and Zoning:

North: NC (Neighborhood Commercial) – Vacant Property Owned by City of Tamarac

East: R.O.W. (N. State Road 7); then City of Lauderdale Lakes Zoning District
West: RC (Recreational) Canal; then R-1 (Single-Family Residential) – Mainlands Sections 1 & 2
South: NC (Neighborhood Commercial) – Emmanuel Funeral Homes, Inc.



BACKGROUND: Ryan Abrams, Esq., designated agent for the property owner & applicant, SR7 Holdings, LLC, Inc. is requesting approval of an Establishment of Use application to allow for the use of *"Limited Online Sales"* as an Accessory Use within the NC (Neighborhood Commercial) zoning district in the Table of Allowed Uses, Section 10-3.2(H), Table 10-3.1: Allowed Uses, Land Development Code. The applicant's existing business, currently classified as an automobile museum, is generally located on the northwest corner of N. State Road 7 and NW 50th Street, just north of the Lauderdale Lakes and Tamarac municipal border. Comprised of approximately 1.58 acres, the parcel contains approximately 43,600 sq. ft. warehouse building, 20 standard parking spaces, and 2 handicap "ADA" parking spaces. As per city business tax receipt records, the site was previously used as a Baer's Furniture Store and Warehouse.

The purpose of the NC (Neighborhood Commercial) zoning district is 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 applicant is proposing to utilize the site as a permanent location for The Patina Collective Automobile Museum. Established in February of 2021, the owners of the Patina Collective, Daniel Hassan and Victor Ibrahim, combined their passion for vintage Mercedes-Benz vehicles to create one of the world's largest collections of pre-Merger AMGs and other modified Mercedes collectibles from the 1980's

and 1990's. The Patina Collective has an existing location in the City of Boca Raton and desires to operate in central Broward County. The selected location of the existing business has proven to be advantageous for patrons due to its proximity to both the Florida Turnpike & Interstate 95.

After two years of operating the business, the owners purchased the property in January of 2023. However, the structure was occupied by the entity prior to obtaining a safety permit, certificate of occupancy, and business tax receipt required to operate the business. As a result, both the city's Building and Code Enforcement Departments issued violations against the property. A summary of the violations is listed below as follows:

- Building Code Case 23-10200242 – FBC 105.1 permits required for Commercial Interior Alterations
- Code Enforcement Case 24-10103648 – Failure to obtain business license – Status – Active Lein

As a show of good faith to legitimize the business and resolve the active lien and building violation, the applicant has submitted the proposed Establishment of Use application. According to the justification statement provided by the agent, the Patina Collective has an appointment based automotive museum which currently includes only the viewing of high-end collectible vehicles. By design, the use limits foot traffic, requires minimal parking, and does not exceed the maximum occupancy allowed within the structure during hours of operation. The bulk of the structure would be utilized for the automobile museum, and the vehicles are stored inside the building for viewing in a manner suitable for the ingress and egress of visitors. The proposed days of operation would be Monday-Saturday by appointment only, and the business model provides for minimal impact on the surrounding area.

To that end, the automobile museum would utilize the 22 total parking spaces on the site, keep business operations internal to the approximate 43,000 sq.ft. building, and due to its operational hours, generate fewer peak hour trips than the previous Baer's Retail Furniture Store and Warehouse (see attached Justification Statement and Traffic Study).

Article 3, Use Regulations, Land Development Code, identifies the land uses allowed in each zoning district and establishes specific standards that apply to certain use types with unique characteristics or impacts. The Table of Allowed Uses, Table 10-3.1: Allowed Uses in Section 10-3.2(H), Land Development Code, classifies land uses and activities 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, in addition to listing the uses allowed within all base zoning districts.

Chapter 10, Section 10-3.4, Accessory Uses and Structures, is to authorize the establishment and continuation of land uses and structures that are incidental and customarily subordinate to principal uses. This section is intended to allow a broad range of accessory uses and structures, so long as they are listed in the table of allowed uses and comply with the standards set forth in this section to reduce potentially adverse impacts on surrounding lands.

ANALYSIS: The applicant has submitted an application to establish *"Limited Online Sales"* as an

Accessory Use in the NC (Neighborhood Commercial) zoning district. Establishing the proposed accessory use requires amending 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: Allowed Uses. If the proposed Establishment of Use is approved, a text amendment that includes use-specific standards in accordance with Section 10-5.4(C)(2)(c) and the following definition of Limited Online Sales: *"A commercial use involving the online sale of exclusive goods, products, and/or services in which all financial transactions are conducted electronically and no in-person sales, on-site advertisement or solicitation occur. Limited on-site viewing of goods available for online purchase may be permitted by appointment only, provided that no sales transaction occurs during the visit. All goods, products, or services shall be received digitally, delivered to customers at off-premises locations, or made available for direct customer pickup only after the full sale transaction has been completed online."* must be implemented in the Land Development Code and adopted by the City Commission.

Based on staff's analysis, it was determined that the inclusion of "Limited Online Sales" as an accessory use would also be appropriate within the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), and MU-G (Mixed-Use General) zoning districts. These districts are intended to encompass commercial activity, encourage business diversification, and promote economic development through adaptable land use practices that respond to evolving market trends and technological advancements. Allowing this accessory use within these districts would complement existing commercial operations and further the City's economic growth objectives.

The establishment of *"Limited Online Sales"* as an Accessory Use in the proposed four (4) zoning districts and subsequently amending the land development code to reflect the same, would increase the City's ability to attract and retain creative and innovative business ventures that could bolster its commercial corridors. Ongoing studies have substantiated the finding that cities with robust commercial centers attract jobs that spur local and regional economic development. The world of ecommerce is ever-changing with new ideas, evolution of previous uses, and the backing of the Federal Government. Given the rapid growth of artificial intelligence "AI", technological innovation, and parcel delivery services, the City's proactive and forward-thinking approach in updating its Land Development Codes and Economic Development h strategies will yield significant long-term benefits. The City's major corridors: West Commercial Boulevard, West McNab Road, North University Drive, and North State Road 7 are primarily zoned within the aforementioned districts and are intended to promote continued economic advancement and strengthen the commercial synergy shared with adjacent municipalities. Accordingly, establishing the proposed use will have a positive effect on Tamarac's economic development.

Per Section 10-5.4 of the City's Code, in making an Establishment of Use determination, the City Commission shall consider its potential impacts and review standards for the application are set forth as follows:

Establishment of Use

(a) 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;

While the nature of an automobile museum does not involve dwelling activity, the business does provide sales of clothing, merchandise, and vehicle sales off premises, which is considered a commercial activity, the proposed accessory use is consistent with the intent of the underlying *"Commercial"* future land use and NC (Neighborhood Commercial) zoning designation of the property. The automobile museum is a permitted use by right in the NC (Neighborhood Commercial) zoning district; however, the limited online sales accessory use is required to establish the limited online sales of their vehicles off-premises.

(b) Anticipated employment;

Between five (5) and ten (10) jobs are expected to be created by the automobile museum. However, job creation is dependent on the scale of the development and the amenities offered. The jobs created for the proposed accessory use type will include security, IT, maintenance and upkeep, and administration staff.

(c) Transportation requirements;

Patrons of the automobile museum will be allowed on-site by appointment only. The automobile museum will have one (1) parking space per 500 square feet, which is less than the previous retail use that had one (1) parking space per 300 square feet requirement. Staff acknowledge that the use may produce fewer peak hour trips than a typical retail operation during the workday. Automobile museums and museums generally that operate by appointment only have a set anticipated number of visitors per session, which would not disrupt the normal traffic patterns during normal off-peak or peak hours. To add, there is a Broward County Bus Stop located within walking distance to the North and South of the business.

(d) The amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and

The structure is and has been historically used as a retail warehouse building for the Baer's Furniture. As such, the operating hours associated with a typical retail sales operation are outside of those which would pose a potential disruption to the adjacent residential area. The automobile museum intends to conduct services "by appointment only". There does not appear to be additional traffic, noise, and ground vibration generated by the proposed business as they will aim to transfer vehicles for their automobile museum during the quieter, off-peak hours along North State Road 7. As a result, the adjacent residential community would not be impacted by the vehicles entering and exiting the site during the evening and on weekends. Additionally, there would not be an increase in the odor, fumes, dust, and toxic material attributed from the business, as the operations will take place indoors, however, the extent of the outdoor events has not been extensively described in the provided justification statement.

(e) The general requirements for public utilities such as water and sanitary sewer.

The existing infrastructure was designed and built to provide services for a different use at the time of its buildout. However, the proposed use would not affect the public utilities and would appropriately meet the peak demands imposed by business staff and guests utilizing these services over short periods of time during their appointment-based visits.

As a result of the aforementioned findings, the Director of Community Development has determined that the established criteria for the granting of the Establishment of Use have been met. The Legislative Draft Ordinance for the proposed application is attached hereto as part of the record (see attached Temporary Ordinance 2613).

CONCLUSION: The proposed application request supports the goals and intent of the City's Strategic and Comprehensive Plans. Firstly, this item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Economically Resilient", by establishing land development policies that are responsive to evolving industry needs. Secondly, this item supports Policy 1.4 of the Economic Development Strategic Plan of the City's Comprehensive Plan, "Adopt Pro-Growth, Development Friendly Business Programs" by amending the Land Development Code to foster the growth of vibrant economic corridors that will enhance the quality of life of Tamarac's residents, businesses, and visitors. Thirdly, this item supports Policy 10.8 of the Future Land Use Element of the City's Comprehensive Plan, which requires commercial land 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 existing or future residential areas. The City will continue to foster pro-growth development practices that will not only retain but also attract new and creative business ventures to Tamarac.

As such, The Director of Community Development recommends that the Mayor and City Commission approve the proposed ordinance establishing "Limited Online Sales" as an accessory use in the MU-N, MU-C, MU-G, and NC zoning districts; amending Chapter 10, Article 3, Section 10-3.2, "Table of Allowed Uses," specifically Table 10-3.1, to include "Limited Online Sales"; amending Section 10-3.4, "Accessory Uses and Structures," to provide use-specific standards regulating "Limited Online Sales"; and amending Chapter 10, Article 6, Section 10-6.2(E), "Accessory Uses," to add a definition for "Limited Online Sales" on First Reading at its November 12, 2025 meeting, and on Second Reading at its December 10, 2025 meeting.

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: *At its November 5, 2025 meeting, the Planning Board* ***voted 6-0*** *to* ***forward*** *a* ***favorable recommendation*** *to the Mayor & City Commission for the proposed ordinance establishing Limited Online Sales as an accessory use in the MU-N, MU-C, MU-G, and NC zoning districts; amending the Section 10-3.2 "Table of Allowed Uses"; amending the Section 10-3.4 "Accessory Uses and Structures" to provide the use-specific standards; and amending Section 10-6.2 "Rules of Construction and Definitions" to provide a definition.*

Maxine A. Calloway,
Director of Community Development

Attachments: Temp Ord. No. 2613
Patina E.O.U. Justification Statement
Site Location Map
Zoning Map
Future Land Use Map
LS-1 Life Safety Plan - Patina

MAC/CTW

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ESTABLISHING "LIMITED ONLINE SALES" AS AN ACCESSORY USE IN THE MU-N (MIXED-USE NEIGHBORHOOD), MU-C (MIXED-USE CORRIDOR), MU-G (MIXED-USE GENERAL), AND NC (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICTS; AMENDING CHAPTER 10, ARTICLE 3, SECTION 10-3.2, ENTITLED "TABLE OF ALLOWED USES", SPECIFICALLY TABLE 10-3.1: ALLOWED USES FOR THE INCLUSION OF "LIMITED ONLINE SALES"; AMENDING SECTION 10-3.4, ENTITLED "ACCESSORY USES AND STRUCTURES", TO PROVIDE THE USE-SPECIFIC STANDARDS REGULATING THE "LIMITED ONLINE SALES" USE; AND AMENDING CHAPTER 10, ARTICLE 6, ENTITLED "RULES OF CONSTRUCTION AND DEFINITIONS", SPECIFICALLY SECTION 10-6.2(E), ENTITLED "ACCESSORY USES", OF THE CITY OF TAMARAC CODE OF ORDINANCES, TO PROVIDE A DEFINITION FOR "LIMITED ONLINE SALES"; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, confer broad home rule authority upon municipalities to adopt ordinances necessary to promote the health, safety, and welfare of their citizens; and

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

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which functions as the governing document defining the formation and management of land uses within the municipality; and

WHEREAS, the City has duly established land development regulations contained in the Land Development Code, Chapter 10 of the City of Tamarac Code of Ordinances; and

WHEREAS, the Land Development Code establishes Use Types, provides for Use-Specific Standards, and defines Use Categories and Use Types; and

WHEREAS, Land Development Code regulations are adopted and implemented to provide for the logical and orderly development of the City's built environment; and

WHEREAS, Ryan Abrams, Esq., designated agent for the property owner and applicant, SR7 Holdings, LLC, is requesting the Establishment of "Limited Online Sales" as an Accessory Use in the City of Tamarac's NC (Neighborhood Commercial) zoning district and the amendment of the Table of Allowed Uses of the City of Tamarac Land Development Code to reflect the same; and

WHEREAS, the applicant's business, legally named The Patina Collective, LLC, is classified as a *Car Museum* located at 4711 North State Road 7 (U.S. 441) with a zoning designation of NC (Neighborhood Commercial), pursuant to the City's Zoning Map; and

WHEREAS, pursuant to Section 10-3.2, Table 10-3.1 entitled "Allowed Uses", the specific use of an Art Gallery or Museum is a Permitted Use by Right in the NC (Neighborhood Commercial) zoning district; and

WHEREAS, the applicant also desires to integrate limited online sales as a part of their business model to further expand their enterprise and allow for the sale and delivery

of high-end collectible automobiles through the primary means of online shopping and off-site delivery; and

WHEREAS, upon staff research, the use was determined to be similar to other online and e-commerce related business structures and the utilization of an online medium to buy and sell automobiles is a technologically advanced means of conducting high-end automobile sales; and

WHEREAS, during the course of their research, staff discovered that other municipalities throughout the United States have amended their land development codes to incorporate provisions that accommodate emerging e-commerce practices, including the online purchase and sale of goods with direct-to-consumer delivery; and

WHEREAS, the City desires to remain competitive in an evolving economy and support a diverse base of e-commerce business models and needs; and

WHEREAS, the purpose of the NC (Neighborhood Commercial) zoning district is 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; and

WHEREAS, similarly to the City's NC (Neighborhood Commercial) zoning district, the City's remaining mixed use districts are intended to encourage a variety of neighborhood oriented and commercial business uses that create a vibrant local economy that will thrive beyond the normal confines of traditional business models and the addition of the "Limited Online Sales" to support e-commerce businesses is also compatible with

the intended purpose of the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), and MU-G (Mixed-Use) General zoning districts; and

WHEREAS, to allow for the addition of the "Limited Online Sales" use to the City's Table of Allowed Uses within the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial) zoning districts, the Director of Community Development has reviewed the application and determined that use-specific standards and a corresponding definition are required for adoption upon establishment of the proposed use, in accordance with Section 10-5.4(C)(2)(c) of the City of Tamarac Land Development Code; and

WHEREAS, pursuant to Section 10-3.4, entitled "Accessory Uses and Structures," the purpose of an accessory use is to permit a range of uses identified in the Table of Allowed Uses, provided they comply with the standards set forth in this section to minimize potential adverse impacts on surrounding properties; and

WHEREAS, the addition of the accessory use "Limited Online Sales" requires an amendment to Section 10-3.4(D), entitled "Additional Standards for Specific Accessory Uses," to regulate the use and establish reasonable restrictions; and

WHEREAS, the addition of the accessory use "Limited Online Sales" requires an amendment to Section 10-6.2(E), entitled "Accessory Uses", to establish a definition for "Limited Online Sales"; and

WHEREAS, the Director of Community Development reviewed the applicant's request for the establishment of use for Limited Online Sales as an accessory use

consistent with the provisions outlined in Section 10-5.4(C)(3) and has determined that the criteria have been met for granting approval of the application; and

WHEREAS, the Director of Community Development recommends approval of the ordinance; and

WHEREAS, the proposed amendment supports the City's Strategic Plan Goal #3 "Tamarac is Economically Resilient" by establishing land development policies that are responsive to evolving industry needs, the City will continue to foster pro-growth development practices that will not only retain, but also attract new and creative business ventures to Tamarac; and

WHEREAS, the proposed Establishment of Use supports Policy 1.4 of the Economic Development Strategic Plan of the City's Comprehensive Plan, "Adopt Pro-Growth, Development Friendly Business Programs" by amending the Land Development Code to foster the growth of vibrant economic corridors that will enhance the quality of life of Tamarac's residents, businesses, and visitors; and

WHEREAS, the proposed Establishment of Use supports Policy 10.8 of the Future Land Use Element of the City's Comprehensive Plan, which requires commercial land 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 existing or future residential areas; and

WHEREAS, the City Commission of the City of Tamarac deems it desirable and in the best interest of the citizens, businesses, and development stakeholders of the City to amend 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: Allowed Uses, establishing "Limited Online Sales" as an Accessory Use in the MU-N (Mixed-Use

Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial) zoning districts; and amending Section 10-3.4, entitled "Accessory Uses and Structures," to provide the use-specific standards regulating the "Limited Online Sales" use; and amending Chapter 10, Article 6, entitled "Rules of Construction and Definitions," specifically Section 10-6.2(E), entitled "Accessory Uses," of the City of Tamarac Code of Ordinances, to provide a definition for "Limited Online Sales".

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. "Limited Online Sales" is hereby established as an accessory use in the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial) zoning districts; and Chapter 10, Article 3, Section 10-3.2, entitled "Table of Allowed Uses," specifically Table 10-3.1: Allowed Uses, is hereby amended to read as follows:

10-3.2 Table of Allowed Uses

Table 10-3.1: Allowed Uses, lists the uses allowed within all base zoning districts. Each listed use is defined in Article 10-6, *Rules of Interpretation and Definitions*.

(A) **Table Abbreviations**

(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 based business as accessory to a dwelling, or administrative offices as accessory to a school or manufacturing use).

(2) A development may also include multiple principal uses, none of which is necessarily customarily incidental or subordinate to another principal use (e.g., a place of worship combined with a school, a gas station combined with a convenience store, restaurant, or automotive repair use, or a flex building housing retail, industrial service, and warehousing tenants).

(3) A development with multiple principal uses shall include only those principal uses designated in the use tables as allowed in the applicable zoning district, and each principal use shall be subject to any use-specific standards applicable to the use.

(G) **Licenses and Permits Required.** All uses required by the State of Florida or the federal government to have an approval, license, or permit to operate issued by the State or by another public, quasi-public, or regulatory agency are required by the City of Tamarac to obtain and maintain such approval, license, or permit at all times.

(H) **Table of Allowed Uses**

Table 10-3.1: Allowed Uses
P = Permitted SE= Special Exception Blank cell = Prohibited
A = Accessory T= Temporary

Use Category	Use Type	Residential				Mixed-Use And Nonresidential							Special Purpose			Use Stds
		RE	R1	R2	R3	MUN	MUC	MUG	NC	BP	I1	I2	PF	RC	SU	
ACCESSORY USES																
	Home Based Business	A	A	A	A	A	A	A	A							10-3.4(D)(7)
	Limited Online Sales					A	A	A	A							***10-3.4(D)(8)***

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CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

	Outdoor courts, fields, playgrounds and pools	A	A	A	A	A	A	A	A							10-3.4(D)~~(8)~~(9)
	Outdoor seating, commercial					A	A	A	A	A				A		10-3.4(D)(~~8~~)(10)
	Outdoor storage non-sales, accessory										A	A	A		A	10-3.4(D)~~(10)~~(11)
	Outdoor vehicle storage, accessory					A	A	A	A	A	A	A				10-3.4(D)~~(11)~~(12)
	Satellite dish	A	A	A	A	A	A	A	A	A	A	A	A	A	A	10-3.4(D)~~(12)~~(13)
	Small wind energy system, accessory	A	A	A	A	A	A	A	A	A	A	A	A	A	A	10-3.4(D)~~(13)~~(14)
	Solar energy collection system, accessory use	A	A	A	A	A	A	A	A	A	A	A	A	A	A	10-3.4(D)~~(14)~~(15)
	Swimming pool	A	A	A	A	A	A	A	A				A	A		10-3.4(D)(16)
	Utility shed	A	A	A	A						A	A	A	A	A	10-3.4(D)~~(16)~~(17)
	Other accessory uses that	A	A	A	A	A	A	A	A	A	A	A	A	A	A	

CODING: Words in ~~strike through~~ type are deletions from existing law;
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	comply with Code standards															

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SECTION 3. Chapter 10, Article 3, Section 10-3.4, entitled "Accessory Uses and Structures," is hereby amended to provide the use-specific standards regulating the "Limited Online Sales" use to read as follows:

10-3.4 - Accessory Uses and Structures

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(D) Additional Standards for Specific Accessory Uses

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(7) **Home Based Business.** A home based business may be permitted as an accessory use to a principal dwelling unit in any of the residential or mixed-use districts, provided that:

(a) **Accessory Use.** The activities of the home based businesses must be secondary to the property's use as a residential dwelling.
(b) **Employees and Residency.** The principal person or persons providing the business or service shall reside in the dwelling on the premises, except that up to two employees or independent contractors who do not reside at the residential dwelling may work at the business.
(c) **Neighborhood Compatibility**

(i) All vehicles used in connection with the home based business shall be of a size, and located on the premises in such a manner, so as to not disrupt the quiet nature and visual quality of the neighborhood, the business may not generate a need for parking greater in volume than a similar residence where no business is conducted.
(ii) As viewed from the street, the residential property must be consistent with the uses of the residential areas surrounding the property. Any external modifications to a home based business must conform to the residential character and architectural aesthetics of the neighborhood.
(iii) No additional parking areas other than driveways shall be located in the required front setback.
(iv) All business activities must comply with the City's Code concerning signage and equipment processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors.
(v) All business activities must comply with the City's Code concerning the use, storage, or disposal of hazardous materials.
(vi) The home based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(8) **Limited Online Sales**

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

(a) There shall be no retail counter, showroom, or kiosk associated with this use where in-person sales occur on-site. Limited on-site viewing of goods available for online purchase may be permitted by appointment only, provided that no direct sales transaction occurs during the visit.
(b) No walk-in solicitation, advertisement display, or marketing displays oriented to passersby shall occur on-site, internally or externally. Permitted on-site viewing appointments shall not include open invitations, general walk-ins, or promotional events.
(c) If goods are stored on-site for dispatch, the storage shall be entirely internal, and no external display of goods, inventory or truck staging visible from the street or adjacent properties shall be allowed.
(d) Signage must be limited to standard building signage permitted for the principal use; no additional advertising signage or direct customer-oriented signage for the online sales activity shall be allowed.

(~~8~~)(9) **Outdoor Courts, Fields, Playgrounds and Pools**

(a) All basketball hoops and backboards in street yard areas shall be permitted on the front of the building or on a pole on or adjacent to the driveway only.
(b) Fixed basketball poles shall be located no closer than five feet to any property line or edge of pavement.
(c) Portable basketball poles shall not be placed in a right-of-way or outside a property line. When not in use, any portable basketball pole shall be stored at least five feet from the property line.
(d) A swimming pool, spa, or hot tub may be located in a required interior side yard setback or required rear yard setback.
(e) A swimming pool, spa, or hot tub shall be located at least five feet from any interior side or rear lot line.
(f) The measurements shall be taken from the inner edge or water line of the pool.
(g) Portable pools which are less than 24 inches in depth may be allowed in any required yard setback.

(~~9~~)(10) **Outdoor Seating, Commercial.** Outdoor seating is allowed as an accessory use to any eating or drinking establishment, subject to the following standards:

(a) No sound production or reproduction machine or device (including, but not limited to musical instruments, loud-speakers, and sound amplifiers) shall be used, operated, or played in the outdoor seating area at a volume that is any louder than necessary for the convenient hearing of persons within the outdoor seating area, and that would disturb the peace, quiet, or comfort of adjoining properties.
(b) Hours of operation of the outdoor seating area shall be the same as those for the eating or drinking establishment.
(c) Food preparation shall occur only within the enclosed principal building containing the eating or drinking establishment.
(d) The outdoor seating area shall not obstruct the movement of pedestrians along sidewalks or through areas intended for public use.
(e) No tables, chairs, umbrellas, or other furnishings or equipment associated with the outdoor seating area shall be attached, chained, or otherwise affixed to any curb, sidewalk, tree, post, sign, or other fixture within the outdoor seating area.
(f) The outdoor seating area may be permitted on a public sidewalk abutting or adjacent to the front of the property containing an eating or drinking establishment subject to the following requirements:

(i) The outdoor seating area shall be limited to that part of the sidewalk directly in front of the property containing the eating or drinking establishment unless the owner of adjoining property agrees in writing to an extension of the outdoor seating area to that part of the sidewalk in front of the adjoining property.
(ii) The operator of the establishment shall enter into a revocable license agreement with the city that has been approved as to form by the City Attorney and:

A. Ensures that the operator is adequately insured against and indemnifies and holds the City harmless for any claims for damages or injury arising from sidewalk dining operations, and will maintain the sidewalk seating area and facilities in good repair and in a neat and clean condition;
B. Authorizes the City to suspend authorization of the outdoor seating use, and to remove or relocate or order the removal or relocation of any sidewalk seating facilities, at the owner's expense, as necessary to accommodate repair work being done to the sidewalk or other areas within the right-of-way containing or near the outdoor seating area; and
C. Authorizes the City to remove or relocate or order the removal or relocation of any sidewalk seating facilities, at the operator's expense, if the operator fails to comply with a City order to do so within a reasonable time period.

(iii) A clear pathway at least five feet wide shall be maintained to allow through public pedestrian traffic along the sidewalk and from the sidewalk into the entrance to the establishment. A greater width may be required where necessary to ensure the safe and convenient flow of pedestrian traffic.
(iv) A clear separation of at least five feet shall be maintained from any alley, crosswalk, fire hydrant, or similar public or emergency access feature in or near the sidewalk. A greater clear distance may be required where necessary to ensure use of the public or emergency access feature.
(v) No objects shall be placed along the perimeter of the outdoor sidewalk seating area that would have the effect of forming a physical or visual barrier discouraging the use of the sidewalk by the general public.
(vi) Tables, chairs, umbrellas, and other furnishings associated with the outdoor seating area shall be of sufficient quality design, materials, and workmanship to ensure the safety and convenience of area occupants and compatibility with adjacent uses.

(~~10~~)(11) **Outdoor Storage.** Outdoor storage is a permitted accessory use in the I-1 and I-2 zoning districts without restriction. In the PF and SU zoning districts, outdoor storage is permitted through the site plan review process and subject to compliance with the following requirements:

(a) Except for outdoor storage associated with industrial or agricultural uses, each outdoor storage area shall be incorporated into the overall design of the primary structure on the site and shall be located at the rear of the primary structure.
(b) Each outdoor storage area shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall between six and eight feet in height that incorporates at least one of the predominant materials and one of the predominant colors used in the primary structure. The fence may exceed eight feet in height where the difference in grade between the right-of-way and the outdoor storage area makes a taller fence necessary to effectively screen the area. Materials may not be stored higher than the height of the primary structure. The perimeter of the fence or wall must be landscaped with a seven-foot wide strip containing a minimum of one tree for every 150 square feet of lot area.
(c) A landscaped earthen berm may be used instead of or in combination with a required fence or wall.
(d) If the outdoor storage area is covered, then the covering shall include at least one of the predominant exposed roofing colors on the primary structure.
(e) No materials may be stored in areas intended for vehicular or pedestrian circulation.
(f) No storage of any items may occur within the front setback area or within the one-half of the each side setback nearest the street.

(~~11~~)(12) **Outdoor Storage (Vehicles)**

(a) The standards below shall not apply to:

(i) Vehicles parked in City storage facilities;

(ii) Vehicles parked in duly authorized and properly licensed commercial establishments that engaged in the sale or lease of motor vehicles; and
(iii) Vehicles which have an active commercial or business purpose for which the owner or person having the use of said vehicle(s) holds a current and valid local business license for a business location within the commercially zoned district; provided, however, that such vehicle shall be parked, stored or kept within 10 feet of the business location or at the rear of the commercial facility or structure. If parked at the rear of the structure in cases where the structure abuts a public street, or any residential or recreation/open space zoning district, the vehicle shall be provided with an opaque screen, which screen when seen from the abutting residential property, recreation property, public street or from the second floor or higher of a residential structure, totally obstructs the view of the vehicle.

(b) Outdoor storage of vehicles and recreational vehicles may be allowed as an accessory use in any non-residential zoning district only through the site plan review process and subject to compliance with the following requirements:

(i) Except on sites undergoing construction activity, mobile or manufactured homes are allowed to be stored only in conjunction with a principal industrial use and shall be placed in the rear half of the lot.
(ii) Recreational vehicles shall be parked to the rear of the front setback line.
(iii) Construction equipment, trucks, or recreational vehicles exceeding a two-ton gross weight, or similar sized vehicles, shall not be parked on any site with a principal residential use.
(iv) Inoperable vehicles shall be stored only in conjunction with an industrial use completely screened from view of a public street.
(v) There shall not be any type of vehicle stored on a vacant parcel of land.
(vi) No recreational vehicle shall be occupied or used for human habitation, including, but not limited to sleeping, eats, or entertaining.
(vii) No commercial or recreational vehicle, boat, or boat trailer shall obstruct the sidewalk.
(viii) Visible outside lettering, licensure information, decals, logos, vehicle wraps, or other commercial information may be concealed by an aesthetically appropriate and secured weatherproof cover. Examples of aesthetically appropriate and secured weatherproof covers include but are not limited to a plain magnetic cover similar to the color of the vehicle, or a properly secured vehicle cover. The Director's determination on the appropriateness of a particular cover shall be final.

(~~12~~)(13) **Satellite Dish**

(a) A satellite dish is allowed as an accessory use or structure to any principal use or structure. A satellite dish greater than one meter in diameter in a residential zoning district, or a satellite dish greater than two meters in diameter in a nonresidential zoning district, shall comply with the following standards to the extent such compliance does not unreasonably delay, prevent, or increase the cost of installation, maintenance, or use of the dish, or preclude reception of an acceptable quality signal. These standards shall not be interpreted or enforced in any manner contrary to federal or state law.
(b) In a residential zoning district, a satellite dish may be located within a required interior side yard or rear yard setback, but shall not:

(i) Be located within five feet of any lot line; and
(ii) Exceed a height of 15 feet above ground level, where mounted on a mast.

(c) In a mixed-use or nonresidential zoning district, a satellite dish may be located within a required rear yard setback, but shall not:

(i) Be located within ten feet of any lot line; and
(ii) Exceed a height of 15 feet above ground level, where mounted on a mast.

(d) A satellite dish may be located on the roof of a principal structure, provided it shall not extend more than 15 feet above the roof surface.

(~~13~~)(14) **Small Wind Energy System**

(a) **Location and Setback**

(i) Tower-mounted wind energy systems shall not be located within a front yard setback.
(ii) A small wind energy system shall be set back a distance equal to its total extended height (e.g., if on a roof, roof height plus the height of any tower extending from the roof) plus five feet from all property lines, public street rights-of-way, and overhead utility lines. Guy wires and other support devices shall be set back at least five feet from all property lines.

(b) **Height.** The maximum height of a small wind energy system (including the tower and extended blades) shall be the maximum height allowed in the zoning district plus 30 feet.
(c) **Sound.** Sound produced by the wind turbine under normal operating conditions, as measured at the property line abutting an existing residential use, shall not exceed 55 dBA at any time. The 55dBA sound level, however, may be exceeded during short-term events that occur beyond the property owner's control, such as utility outages and/or severe wind storms.
(d) **Appearance.** The wind turbine and tower shall be painted or finished in the color originally applied by the manufacturer, or a matte neutral color (e.g., gray, white) that blends into a range of sky colors, or a color consistent with that of the buildings on the site. Bright, luminescent, or neon colors, as determined by the Director, are prohibited.
(e) **Blade Clearance.** The blade tip or vane of any small wind energy system shall have a minimum ground clearance of 15 feet, as measured at the lowest point of the arc of the blades. No blades may extend over parking areas, public right of ways, driveways, or sidewalks.
(f) **Lighting.** No illumination of the turbine or tower shall be allowed unless required by the Federal Aviation Administration (FAA).
(g) **Access to Tower.** On a freestanding tower, any climbing foot pegs or rungs below 12 feet shall be removed to prevent unauthorized climbing. For lattice or guyed towers, sheets of metal or wood or similar barriers shall be fastened to the bottom tower section such that it cannot readily be climbed.
(h) **Signage Prohibited.** No wind generator, tower, building, or other structure associated with a small wind energy system shall include any signage visible from any public street other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification.
(i) **Utility Notification.** No small wind energy system intended to connect to the electric utility shall be installed until evidence has been submitted to the city that the relevant electric utility company has been informed of the customer's intent to install an interconnected customer-owned generator.
(j) **Abandonment.** On determining that a wind turbine has been inoperable for six consecutive months, the Director shall send the property owner a notice and order requiring restoration of the system to operating order within three months after receiving the notice. If the owner fails to restore the system to operating condition within the three-month time frame, the owner shall be required, at the owner's expense, to remove the wind turbine from the tower for safety reasons. If the owner fails to remove the wind turbine from the tower, the city may pursue legal action to have the wind turbine removed at the owner's expense, in accordance with §10-5.5, Enforcement.

(~~14~~)(15) **Solar Energy Collection System (accessory)**

(a) **Location.** The system may be located on the roof of a principal or accessory structure, on the side of such structures, or on the ground in accordance with the standards in §10-3.4(C)(3), Location. The City shall not be responsible for establishing an easement.
(b) **Height**

(i) The system shall comply with the maximum height standards for the zoning district in which it is located, provided that a roof-mounted system shall not extend more than 15 feet above the roofline of the structure on which it is mounted.
(ii) Where an existing structure exceeds the applicable height limit, a solar energy collection system may be located on its roof irrespective of applicable height standards, provided the system extends no more than five feet above the roof surface.

(c) **Generally.** Solar energy devices shall be mounted in a manner that minimizes their appearance from the street and are subject to the setbacks of the appropriate zoning district. Ground-mounted solar energy devices less than five feet in height may extend into the setbacks provided that no solar energy device shall ever be closer than five feet from any property line.

(~~15~~)(16) **Swimming Pool**

(a) **Safety Barriers.** Subject to subsection (b) below, no swimming pool final inspection or approval shall be given by the building inspector unless there has been erected a safety barrier in accordance with the Florida Building Code.
(b) **Setback Requirements**

(i) Pools or patios without structural roofs covered only with open mesh screening may be placed in a required side or rear setback area subject to the limitations set forth below. In no case shall a pool or covered patio be placed in a required street front yard or street side yard setback.
(ii) Pools or patios which are covered by a structural roof or enclosed by side walls shall be subject to the same limitations on location as the primary building and shall not be placed in any setback area.
(iii) All parts of a pool without a structural roof, including a structural deck, cap and/or mechanical equipment covered with only open mesh screening, may be placed within the required side or rear setback area but shall be no closer than five feet from a property line. In no case shall there be encroachment into a utility or drainage easement of record unless waivers are granted by the appropriate authorities. The height of the open mesh screening shall not extend more than 15 feet above the slab of the building.
(iv) In multifamily zoning districts, single-story residential buildings and two-story townhouses shall be permitted a single-story patio without solid walls in the rear setback when adjacent to RC-zoned property with a minimum rear yard setback of eight feet if the patio has a structured roof, or five feet if the patio has a screened roof.
(v) The owner of any property refused or denied a building permit by an officer of the city may apply to the Planning Board for a variance in any case where it can be demonstrated that the enforcement of this section would create an undue hardship.

(c) **Pumped Water Sediment Removal**

(i) During construction of a swimming pool, any water that is pumped from the excavation shall be carried by means of a hose to the nearest catch basin or to another structure or area where the sediment contained in the water can be trapped and physically removed to a landfill area. Water may not be pumped or spilled into a yard or a grassed swale or street right-of-way by a swimming pool contractor or other individual without provisions being made to trap the sediment in a confined area and for the sediment to be removed daily. Further, the water must be carried to a drain in a manner approved by the plumbing inspector.
(ii) As a prerequisite to the issuance of any permit for a swimming pool, the contractor or owner must post with the city a two-hundred-dollar cash bond. This bond is in addition to all other fees applicable to the construction of a swimming pool. This bond will ensure that the areas where the water is pumped, whether it is to yards, grass swales or city catch basins, is left clear of all sediment. The bond will be released when the city engineer certifies cleanup is satisfactory. This

final inspection by the city engineer of the cleanup of the pumped water will be a necessary prerequisite to the issuance of a certificate of occupancy for the pool.

~~(16)~~(17) **Utility Sheds**

(a) **Permit Required.** Utility sheds may be permitted providing that they meet the standards set forth in the Florida Building Code as amended from time to time. A building permit shall be required in any residential district of the city.

(b) **General**

(i) Utility sheds shall not be permitted past the front line of the principal building.
(ii) For a corner lot, utility sheds shall be restricted to the primary building setbacks on the street-side portion of the lot.
(iii) A utility shed may be placed no closer than five feet from a rear or side property line.
(iv) Height may not exceed the first floor height of the principal structure.
(v) Only one utility shed is allowed per property in residential districts.

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SECTION 4. Chapter 10, Article 6, entitled "Rules of Construction and Definitions," specifically Section 10-6.2(E), entitled "Accessory Uses," of the City of Tamarac Code of Ordinances, is hereby amended to provide a corresponding definition for "Limited Online Sales" to read as follows:

10-6.2 – Use Categories and Use Types Defined

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(E) Accessory Uses

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(k) **Home Occupation.** An activity conducted for gain entirely within a residential unit, or an accessory unit thereto, that is incidental and secondary to the use of such unit for dwelling purposes and that does not change the essential residential character of such unit.

(l) **Limited Online Sales.** A commercial use involving the online sale of exclusive goods, products, and/or services in which all financial transactions are conducted electronically and no in-person sales, on-site advertisement or solicitation occur. Limited on-site viewing of goods available for online purchase may be permitted by appointment only, provided that no sales transaction occurs during the visit. All goods, products, or services shall be received digitally, delivered to customers at off-premises locations, or made available for direct customer pickup only after the full sale transaction has been completed online.

~~(l)~~(m) **Outdoor Courts, Fields, Playgrounds, and Pools.** Public or private land that is developed and maintained for active or passive recreational use including courts, fields, playgrounds and pools.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

~~(m)~~(n) **Outdoor Seating, Commercial (Accessory to Eating and Drinking).** Picnic tables, benches, counters and any similar facilities, or area, provided in conjunction with a restaurant for the serving and/or consumption of food out-of-doors, not contained within a building.

~~(n)~~(o) **Outdoor Storage Non-sales, Accessory.** Storage of materials, merchandise, products, stock, supplies, machines, operable vehicles, equipment, manufacturing materials, or personal property of any nature that are not kept in a structure having at least four walls and a roof, regardless of how long such materials are kept on the premises. This use shall be permitted as an accessory to General Retail Sales ≥ 10,000 sq. ft. and shall be secured by a wall on at least one side.

~~(o)~~(p) **Outdoor Vehicle Storage, Accessory.** The holding or storage of a commercial vehicle including but not limited to automobiles, trucks, buses, boats, mobile homes, trailers, recreational vehicles, farm machinery, or construction machinery or equipment.

~~(p)~~(q) **Satellite Dish.** A round or parabolic antenna and its supporting structure for the purposes of sending or receiving radio or electromagnetic signals.

~~(q)~~(r)**Small Wind Energy System.** A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics that has a rated capacity of not more than 100 kilowatts (kW) and that is intended primarily to reduce on-site consumption of utility power.

~~(r)~~(s) **Solar Energy Collection System, Accessory Use.** A solar collector or other device or structural design feature of a structure that relies upon sunshine as an energy source and is capable of collecting, distributing and storing (if appropriate to the technology) the sun's radiant energy for a beneficial use.

~~(s)~~(t) **Utility Shed.** An outbuilding or other structure that is accessory to a principal use on the same lot. Storage shipping containers shall be allowed only in I-1 and I-2 zoning districts.

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SECTION 5. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, relettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 6. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 7. Should any section, provision, paragraph, sentence, clause of word of

this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 8. This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this day of , 2025.

PASSED, SECOND READING this day of , 2025.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: V/M WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: V/M 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 _____ 2025_.

ABRAMS
LAW FIRM

888 SE 3rd Ave., Suite 400
Fort Lauderdale, FL 33316
Office: 954.332.2358
Email: rabrams@abrams-law.com
Website: www.abrams-law.com

August 11, 2025
Revised: September 12, 2025

VIA BARON COURIER SERVICE
Community Development Department
City of Tamarac
7525 NW 88th Ave., Room 206
Tamarac, FL 33321

RE: Justification Letter – Establishment of Use Application
Patina Collective – 4711 N. State Road 7, Tamarac, FL 33319

To Whom It May Concern,

Our office represents Patina Collective (the "Applicant"), the owner of the property located at 4711 N. State Road 7, Tamarac, FL 33319 (the "Property"). This justification letter is offered in tandem with the Establishment of Use application to provide additional information concerning the intended use of the Property that is not directly specified in the City of Tamarac's Municipal Code (the "Code").

Introduction and Background

The Property previously operated as a Baer's furniture store and warehouse. The building has remained vacant following the closure of Baer's, which has contributed to the visible decline and disinvestment of this segment of State Road 7/441. The owner of the Property has been diligently working with the City's Building and Fire Departments for over a year to resolve matters relating to the building's occupancy classification and to ensure compliance with all applicable codes and regulations for the proposed new use as an automotive museum with secondary retail components. The Property is located within the Neighborhood Commercial district. The Code authorizes the establishment and use of museums in this district. *See* Code § 10-3.2. However, the Code does not expressly permit online sales as an accessory use, which is also intended as part of the Property's operations.

Pursuant to Code § 10-3.2(F), this application requests to establish the use of online sales within the category of "Other accessory uses".

Standards of Review

According to section 10-5.4(C)(3)(a)-(c) of the Code, in making an Establishment of Use interpretation, the City Commission shall consider:

its potential impacts, including but not limited to: a. 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; b. Anticipated Employment; c. Transportation requirements; d. the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and e. the general requirements for public utilities such as water and sanitary sewer.

Establishment of Use Criteria

a. The nature of the use and whether it involves dwelling activities; sales; processing; type of product, storage and amount, and nature thereof; enclosed or open storage.

The business, Patina Collective, is seeking to operate a classic car gallery featuring rare Mercedez-Benz vehicles, primarily from the 1980s and 1990s, with secondary retail components (the "Patina Collective"). Only five percent of the vehicle collection would be for sale at any time for the purpose of removing vehicles and updating the collection, and sales of vehicles will be exclusively online. Sales transactions of vehicles will not be conducted on the premises, and the majority of sales will occur off-site at specialty automotive auctions, with the remainder being sold completely and entirely online. In addition, hats, T-shirts and related branded merchandise would also be sold. The merchandise qualifies in Code section 10-6.2(C)(8)(j) as general retail, defined as "a commercial enterprise that provides goods directly to the consumer for immediate purchase and removal from the premises."

The online sales are limited and do not constitute the majority of revenue received for the business. The primary source of revenue for Patina Collective will be from multimedia content production featuring these vehicles, shared on platforms such as YouTube and Instagram. This content will be produced on-site. There will be no public walk-ins; all visits will be by appointment only and there will be no public advertising or on-site test driving.

All vehicles will be stored within the confines of the building to ensure they are properly secured and maintained in a climate-controlled environment that preserves their integrity.

b. Anticipated Employment

Given the nature of the business, the Applicant intends to employ three (3) to four (4) full-time on-site staff members. These employees will be responsible for carrying out the museum's daily operations, including, but not limited to, vehicle maintenance, scheduling patron visits, providing visitor services, and overseeing general museum operations.

c. Transportation Requirements

The Property is situated parallel to State Road 7, with primary access provided through two front entrances. Patina Collective's principal use as a museum, with an accessory online sales

component, is not expected to generate significant increase in traffic or cause disruption to the surrounding area. As previously noted, the Property formerly operated as a furniture store and is now being repurposed for museum use with an online sales component. The existing infrastructure will remain unchanged. Given the limited number of staff and the appointment-based scheduling of patron visits, the Property will continue to support the safe and efficient movement of motor vehicles, bicyclists, and pedestrians, consistent with its prior use.

d. The amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated

Patina Collective's principal use as a museum will generate minimum levels of noise, odor, fumes, dust or vibrations while the proposed accessory use of online sales will generate none. The Applicant envisions a gallery style setting to showcase classic vehicles. The museum will engage in the exhibition, preservation, and interpretation of historically significant, rare, and unique vehicles. All activities conducted within the space are intended to promote interest in classic cars among enthusiasts, while maintaining a quiet, orderly environment suitable for private enjoyment. The operations of the museum and online sales are not considered intense and will not disrupt the surrounding area.

e. The general requirements for public utilities such as water and sanitary sewer

The general requirements for public utilities, such as water and sanitary sewer, will be minimal. The Applicant does not intend to alter the Property and anticipates maintaining the existing plumbing, with no changes required to the current infrastructure.

Given the Property's use as a museum and the absence of any high-intensity operations, utility demands will remain low. Occupancy will be limited by an internal cap due to appointment-based visits, and combined with the limited number of staff, which reduces the need for water and sewer capacity beyond what the site may have previously accommodated with the use as a furniture store.

Additionally, as the proposed accessory use of online vehicle sales will not involve public retail or on-site transactions, no additional utility burden is anticipated.

Conclusion

Patina Collective respectfully requests a formal determination as to whether the proposed use, specifically limited online sales, may be classified as an accessory use under "Other accessory uses". Should the City, with the final authority, determine that an amendment to the Code is warranted to establish a separate category of accessory use for "Limited Online Sales", it is respectfully recommended that the following definition be considered: "An accessory use that consists of selling goods or services online, which is incidental to the principal use of the property, including but not limited to real estate listings, artwork, retail merchandise, and automobiles."

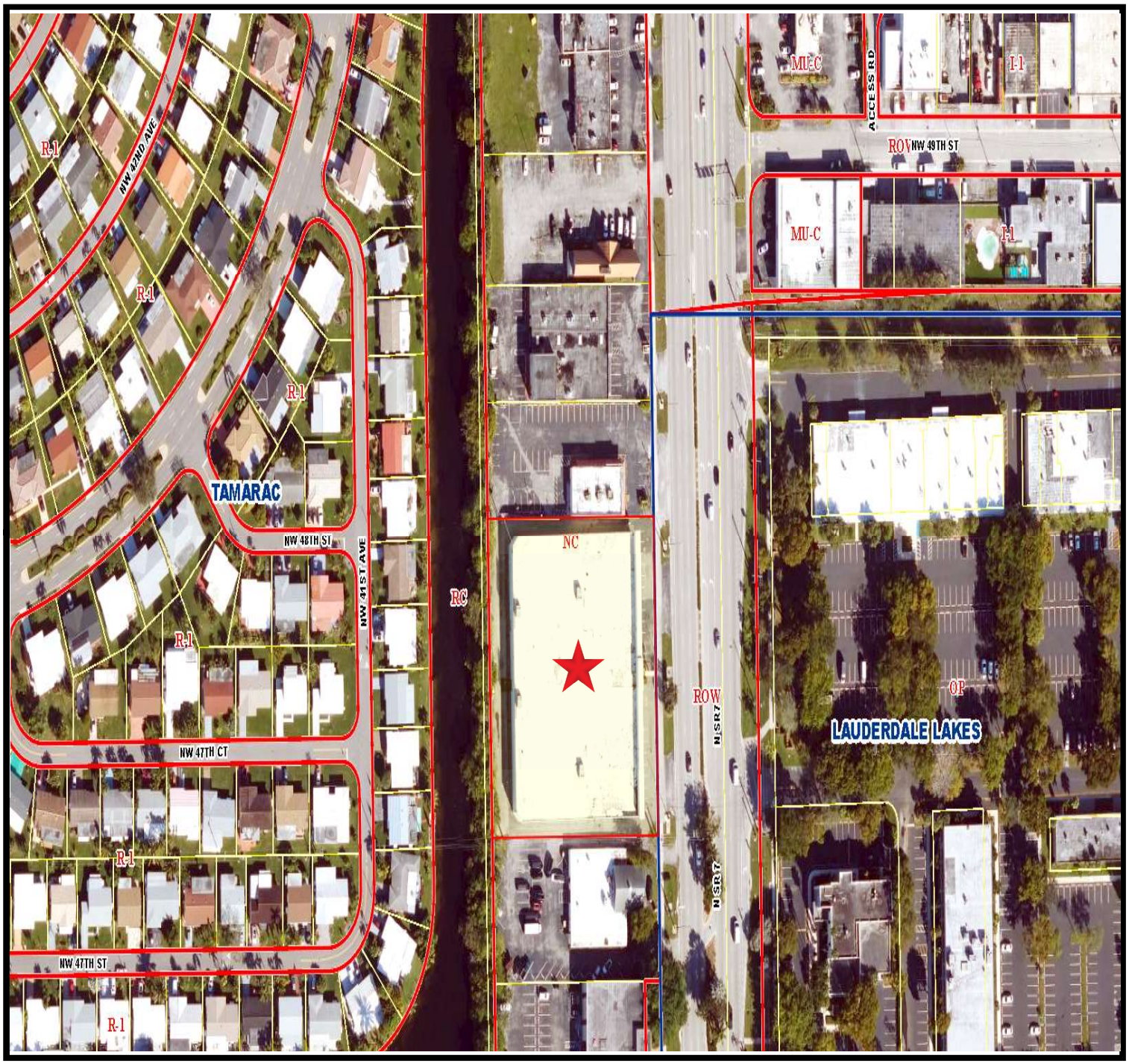
Thank you in advance for your time and attention to this matter. If you have any questions, or if I may be of assistance, my office is available by phone or e-mail at your convenience.

Sincerely,

/s/ 

Ryan Abrams, Esq

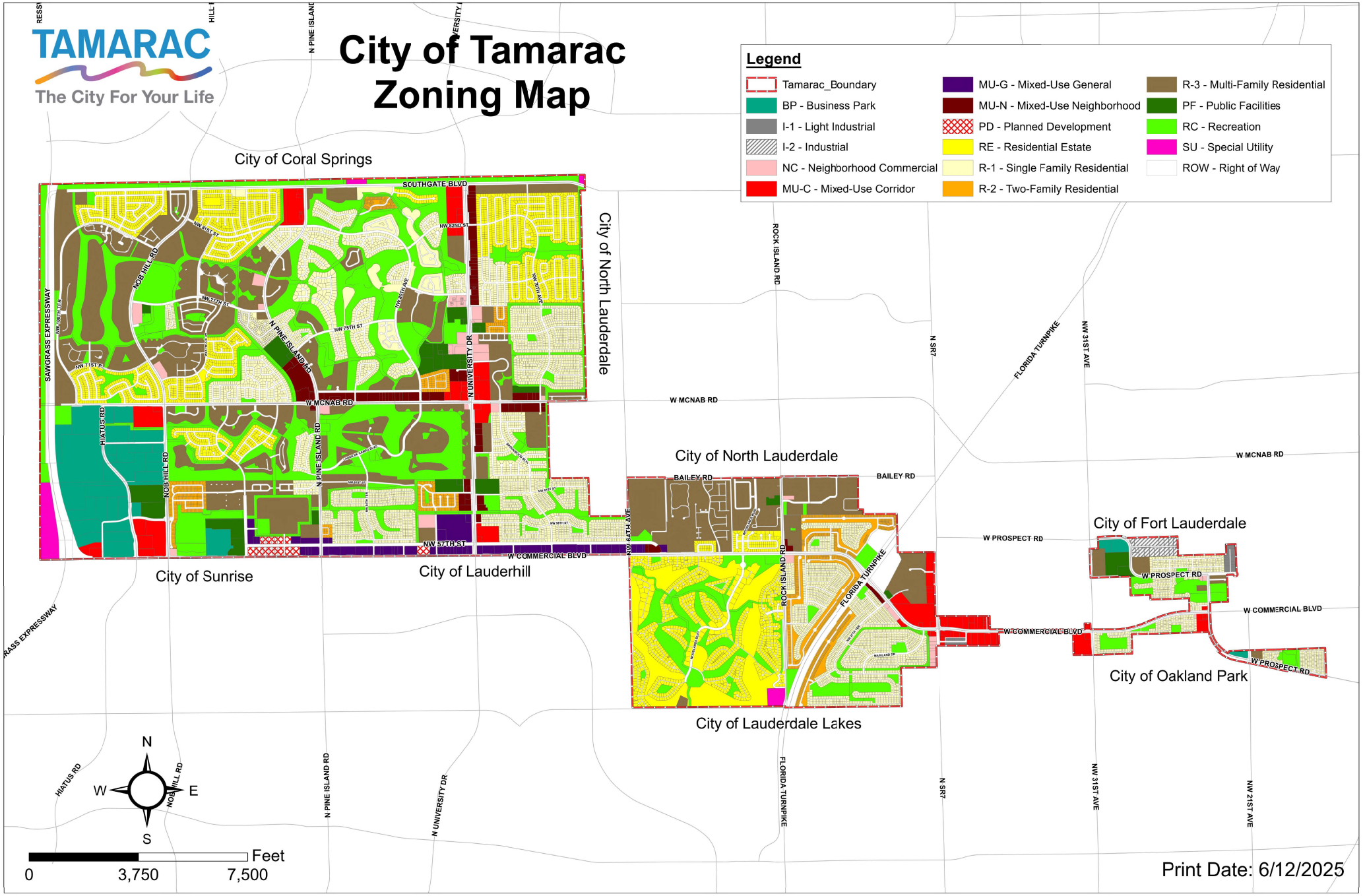
The Patina Collective, LLC
Establishment of Use (EOU)
Case # 1-EOU-25



Subject Property

TAMARAC
The City For Your Life

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


TAMARAC
The City For Your Life
City of Tamarac
Zoning Map
Legend
Tamarac_Boundary
BP - Business Park
I-1 - Light Industrial
I-2 - Industrial
NC - Neighborhood Commercial
MU-C - Mixed-Use Corridor
MU-G - Mixed-Use General
MU-N - Mixed-Use Neighborhood
PD - Planned Development
RE - Residential Estate
R-1 - Single Family Residential
R-2 - Two-Family Residential
R-3 - Multi-Family Residential
PF - Public Facilities
RC - Recreation
SU - Special Utility
ROW - Right of Way
City of Coral Springs
City of North Lauderdale
City of Sunrise
City of Lauderhill
City of North Lauderdale
City of Fort Lauderdale
City of Oakland Park
City of Lauderdale Lakes
SOUTHGATE BLVD
NOB HILL RD
HIATUS RD
N PINE ISLAND RD
N UNIVERSITY DR
ROCK ISLAND RD
N SR7
FLORIDA TURNPIKE
NW 31ST AVE
NW 21ST AVE
W MCNAB RD
BAILEY RD
NW 57TH ST
W COMMERCIAL BLVD
W PROSPECT RD
SAWGRASS EXPRESSWAY
NW 75TH ST
NW 64TH AVE
N
S
E
W
0
3,750
7,500
Feet
Print Date: 6/12/2025

City of Tamarac Future Land Use Map

	LAND USE PLAN AMENDMENTS				
	ORDINANCE #	DESIGNATION CHANGE	DEVELOPMENT NAME	FLEXIBILITY UNITS	GROSS ACRES
1	O-2018-13	Utilities to Community Facilities	Blue House of Tamarac ALF		2.33
2	O-2019-02	Medium-High Residential to Commercial	Rock Island Self-Storage		3.02
3	O-2019-07	Commercial to Medium-High Residential	Bailey Square	120	6.64
4	O-2019-09	Commercial to Medium-High Residential	Eden West	212	8.74
5	O-2021-27	Commercial to Industrial	5601 N Hiatus Road Industrial Project		15.82
6	O-2023-04	Commercial Recreation to low Residential (0-3) Dwelling Units per Acre	Woodlands Residential		168.7
7	O-2023-16	Low-Density Residential to Low-Medium Residential	Bethlehem Junior Academy	1	4.06
8	O-2024-11	Commercial Recreation to Recreation	Woodlands Open Space		109.93
9	O-2025-006	Commercial to Low-Medium Residential	Woodmont Residential	50	6.25

Legend

Land Use Designations

- Roadways
- Commercial
- Commercial Recreation
- Recreation
- Conservation
- Community Facilities
- Industrial
- Local Activity Center
- Low (5) Residential
- Low Medium (10) Residential
- Medium (16) Residential
- Medium High (25) Residential
- High (50) Residential
- Medium-High (25) Mixed Use Residential
- High (50) Mixed Use Residential
- Major Transportation
- Utilities
- Low (5) Resdiential with (0-3) Dwellings
- City Boundary

City of Coral Springs

City of Sunrise

City of Lauderhill

City of North Lauderdale

City of Lauderdale Lakes

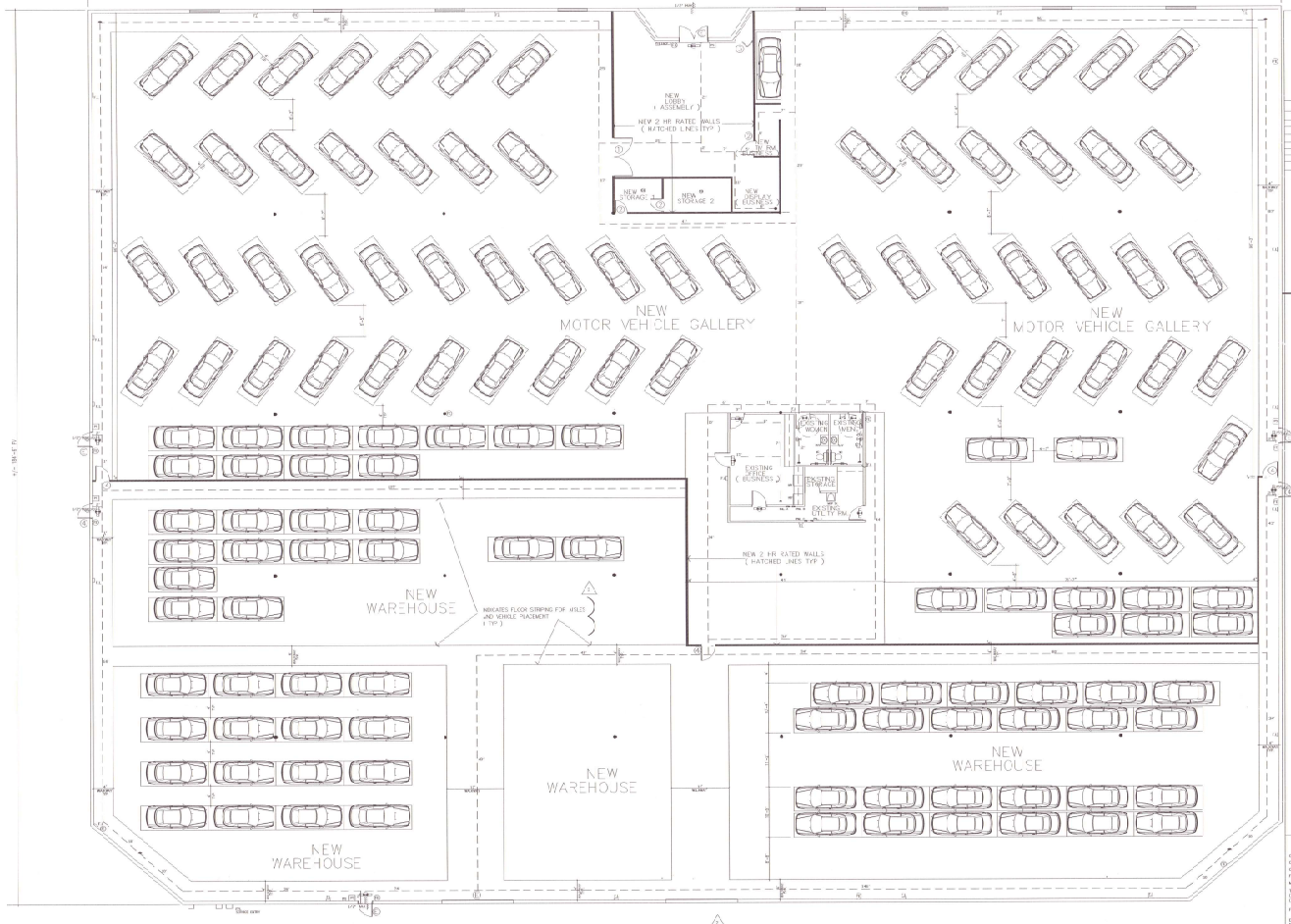
City of Fort Lauderdale

City of Oakland Park

SOUTHGATE BLVD
W MCNAB RD
BAILEY RD
W PROSPECT RD
W COMMERCIAL BLVD
NW 57TH ST
NW 64TH AVE
NW 62ND ST
NW 61ST ST
NW 77TH ST
NW 75TH ST
NW 71ST PL
NW 71ST TER
NW 66TH AVE
NW 73RD AVE
NOB HILL RD
HIATUS RD
N PINE ISLAND RD
N UNIVERSITY DR
ROCK ISLAND RD
FLORIDA TURNPIKE
N SR7
NW 31ST AVE
NW 21ST AVE
SAWGRASS EXPRESSWAY

TAMARAC
The City For Your Life

Print Date: 5/14/2025



NEW LIFESAFETY FLOOR PLAN

SC : 1 : 8

NOTES :

1. FIRE ALARM PERMIT (SEPARATE PERMIT)
2. ACCESS CONTROL SYSTEM TO BE TIE INTO FIRE ALARM SYSTEM.

CODE AND DESIGN INFORMATION

OCCUPANCY CLASSIFICATION : MERCANTILE
CONSTRUCTION TYPE : TYPE IIB UNSPRINKLED
BUILDING CODE : FLORIDA BUILDING CODE 2023 - 8TH EDITION (FBC) / NFPA 2023
FIRE CODE : NFPA 1 / NFPA 101 (8TH EDITION)
FIRE ALARM SYSTEM : NO
FIRE SPRINKLER SYSTEM : NO
A/C OCCUPANCY : 40

OCCUPANCY LOAD

FUNCTION	AREA	G.F	GROSS/NET	OCCUPANTS
OFFICE (CSS UNCONFIRMED)	300 SF	11	NET	30
RESTR.	308 SF	150	GROSS	3
SALLERIES	24709 SF	100	NET	46
WAREHOUSE / STORAGE	11235 SF	300	GROSS	38
UTILITY RM	100 SF	100	GROSS	1
TOILET RMS	100 SF	-----	-----	----
	TOTAL			42

CLASSIFICATION OF ALTERATION WORK

LEVEL 1

BLDG. DATA

EXISTING AREA : +/- 15,221 SF

CHANGE OF USE

PRIOR OCCUPANCY : SHOWROOM / WAREHOUSE
NEW OCCUPANCY : MERCANTILE

FA LEGEND

PS	PULL STATION		EXIT LTE
	STROBE LIGHT		EMERGENCY BACKUP LITES
	HORN / STROBE LIGHT		LIGHTING
ACP	FIRE ALARM CONTROL PANEL		R.L.F.CONDUIT
SD	SMOKE DETECTOR		EXIT LTE / BATTERY BACK UP LITE COMBO
HD	HEAT DETECTOR	TS	REMOTE TEST SWITCH
DSD	DUCT SMOKE DETECTOR		
FE	FIRE EXTINGUISHER		
	EXIT TRAVEL DISTANCE		

INTERIOR FINISH CLASSIFICATION

CLASS : A

NOTES

1. FIRE ALARM SYSTEM : HONEYWELL
2. THERE IS NO BLDG FIRE SPRINKLER SYSTEM REQUIRED
3. ALL EMERGENCY DEVICES ARE TO BE WIRED AHEAD OF SWITCHES.
4. ALL NEW SMOKE DETECTORS/DUCT DETECTORS ARE WIRED AHEAD OF SWITCHES.
5. ALL PENETRATIONS / THROUGH - PENETRATION FIRESTOP SYSTEMS
   UL (XHEZ) SYSTEMS AS FOLLOWS :
   THROUGH CONC. FLOOR : SYSTEM NO. W-J-3
   THROUGH GYP. WALL (2 HR. RATED) : SYSTEM NO. W-L-1
   THROUGH FRAME WALL : SYSTEM NO. W-L-2
6. NEW VOICE EVACUATION ANNOUNCER SYSTEM
7. PROVIDE TEST SPEAKERS STROBES AT MAXIMUM 60" AFF.
8. FIRE ALARM SHOP DRAWINGS TO BE PROVIDED AT LATER DATE. (SEPARATE PERMIT).

NOTES PER NFPA-1 : 2C.1.5.5.4.12 - VEHICLES

1. ALL FUEL TANK OPENINGS TO BE LOCKED AND SEALED IN AN APPROVED MANNER TO PREVENT THE ESCAPE OF VAPORS.
2. AT LEAST ONE BATTERY CABLE SHALL BE REMOVED FROM THE BATTERIES USED TO START THE VEHICLE ENGINE.
3. BATTERIES USED TO START AUXILIARY EQUIPMENT SHALL BE PERMITTED TO BE KEPT IN SERVICE.
4. FUELING OR DEFUELING OF VEHICLES SHALL BE PROHIBITED.
5. VEHICLES SHALL NOT BE MOVED DURING EXHIBIT HOURS

CODE AND DESIGN COMPARISON MATRIX INFORMATION

	FBC 2023	FFPC 2023
OCCUPANCY CLASSIFICATION	BUSINESS GROUP B	MERCANTILE
OCCUPANT LOAD	147	147
CONSTRUCTION TYPE	TYPE IIB	TYPE IIB
FIRE PROTECTION SYSTEMS	FIRE ALARM SYSTEM	FIRE ALARM SYSTEM
MEANS OF EGRESS	2	2
TRAVEL DISTANCE (UNSPRINKLERED) (SPRINKLERED)	ANY 300 FT. MAX 250 FT.	ANY 300 FT. MAX 250 FT.
FIRE RESISTANCE RATINGS	2 HR.	2 HR.
EMERGENCY LIGHTING / EXIT SIGNAGE	1 FC. ILLUMINATION MIN.	1 FC. ILLUMINATION MIN.

DZN
ARCHITECTURE ENGINEERING CONSTRUCTION

MASSEO DIAZ
3400 ARMA COURT
SUITE 204
PALM BEACH GARDENS***FLORIDA
561.693.5707

PAULINO
3400 ARMA COURT
SUITE 204
PALM BEACH GARDENS***FLORIDA
561.693.5707
LIC. 14988

MY SHOWROOM
INTERIOR REMODELING
4711 N STATE ROAD 7
FLORIDA ***** 33073

Project Title

FRISNER JEAN-PIERRE
2401 STANTON CT
MIRAMAR, CITY *** FLORIDA
954.338.3035
PE 90076

STATE OF FLORIDA
JEAN-PIERRE FRISNER
LICENSED
PROFESSIONAL ENGINEER
No. 90076

No.	Description	Date
1	PERMIT SET	10.15.24
2	PERMIT REVISION	10.24
3	PERMIT REVISION	11.25
4	PERMIT REVISION	1.26.25

Drawn: A.K.
Checked:
Reviewed: A.P.
Date: 24 JUNE 2024
Scale: NOTED
Project No. 24-006
CAD File: 4a
Drawing Title: LIFESAFETY PLAN
Drawing No. LS.1
Sheet of