CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, March 26, 2025
7:00 PM

Amended

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: **Commissioner Morey Wright Jr.**

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a **BSO Monthly Report**

2.b **2025 City Highlights Video Presentation**

2.c **2025 State of the City Address**

2.d **Check Presentation to Career Source and Tamarac Schools**

2.e **Meals on Wheels South Florida Proclamation**

2.f **Investment Report - January 2025**

3. CONSENT AGENDA Items listed under the Consent Agenda are considered routine and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then, in accordance with Resolution 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered individually.

3.a **Approval of the February 10, 2025 Commission Workshop Minutes**

3.b **Approval of the February 12, 2025 Regular Commission Meeting Minutes**

3.c **Approval of the February 20, 2025 Quarterly Financial Report & Strategic Planning Session Minutes**

3.d **Approval of the February 26, 2025 Regular Commission Meeting Minutes**

3.e **TR14160 - A Resolution of the City Commission of the City of Tamarac, Florida, Ratifying the Florida House of Representatives and the Florida Senate Appropriations Applications, attached hereto as "Composite Exhibit A," Requesting Funding in the Amount of $543,155, with a 1:1 Local Match, to Support Tamarac Park Safety and Health Enhancements Project; Authorizing the Appropriate City Officials to Accept the Appropriations Funding, in the Form of a $271,577 Grant; Approving the City's Matching Contribution of $271,577; Authorizing the City Manager and/or Appropriate City Official to Execute the Grant Agreement and any Other Necessary Documents, Between the City and the Florida Department of Environmental Protection (FDEP) to Receive the Funds, Pending Legal Review; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.**

3.f **TR14226 - A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2024-2025 Fiscal Year Home Investment Partnership ("HOME") funds in the amount of $152,215 for a term retroactively commencing October 1, 2024 with an end date of March 31, 2026; authorizing the appropriate City Officials to execute an Interlocal Agreement between Broward County and the City of Tamarac for the designation of subrecipient and providing for disbursement of HOME program funds for the owner-occupied minor home repair program, Fiscal Year 2024-2025 , attached hereto as Exhibit "A", and incorporated herein; providing for conflicts; providing for severability; and providing for an effective date.**

3.g **TR14230 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 25-13B and approving an Agreement with Danto Builders, LLC., for the City of Tamarac Facilities Demolition Project in accordance with Bid No. 25-13B for a contract amount of $402,353.77; a contingency in the amount of $40,235.38 will be added to the project account for a total project budget of $442,589.15; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.**

3.h **TR14233 - A Resolution of the City Commission of the City of Tamarac, Florida, Approving the Declaration of Appointment of a Co-Trustee, Attached Hereto as Exhibit "A", of the Tamarac Land Trust Agreement Dated July 10, 2013, and the Appointment of Matt Rosenbaum as the Co-Trustee for the Tamarac Land Trust, Pursuant to Section 689.071(9), Florida Statutes; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.**

3.i **TR14236 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Diversity, Equity & Inclusion Advisory Board, to serve terms concurrent with their appointing Commission member,**

or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

3.j **TR14237 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing five members to the Education Advisory Board, to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.**

3.k **TR14238 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing three (3) members to the Parks & Recreation Advisory Board, to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.**

3.l **TR14239 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing to the Planning Board, three (3) regular members for terms concurrent with the appointing Commission member, and two (2) alternate members for terms concurrent with the Mayor, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.**

3.m **TR14240 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Public Art Committee, to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.**

3.n **TR14241 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing three (3) members to the Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women, to serve a term concurrent with the appointing Commissioner or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.**

3.o **TR14242 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing four members (4) to the Sister Cities Committee; to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.**

3.p **TR14243 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one (1) member to the Veterans Affairs Committee to each serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.**

4. REGULAR AGENDA

4.a **TR14232 - A Resolution of the City Commission of the City of Tamarac, Florida, accepting the Community Project Funding (CPF) grant from the Economic**

Development Initiative (EDI) administered by the US Department of Housing and Urban Development (HUD) totaling $1,666,279 for Tamarac's Affordable Housing program; authorizing the City Manager or appropriate City Officials to execute the grant agreement and related documents to initiate the grant process; providing for conflicts; providing for severability; and providing an effective date.

4.b **TR14235 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the City Manager's proposal of a new recognition award program, The Extra Mile in Public Service Award, in accordance with Florida Statutes 215.425; providing for conflicts, providing for severability; and providing for an effective date.**

5. ORDINANCE(S) - FIRST READING

5.a **TO2588 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 2 of the City's Code of Ordinances, entitled "Administration," by specifically amending Section 2-34 entitled "Comprehensive Procedures for City Commission Meetings" by amending subsection (g) to revise the "Order of Business" relating to "Public Participation," "Commission Reports," and "Staff Reports," and to increase the time for speakers to speak during public participation; and for other purposes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.**

6. ORDINANCE(S) - SECOND READING

6.a **TO2586 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" by specifically amending Section 3-4, entitled "Special Permit required for Extended Hours" allowing the City Manager or Designee to consider, approve, and renew special permits for extended on-premises consumption of alcoholic beverages during specified extended hours and increasing the period of permit approval or renewal to two (2) years; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.**

7. PUBLIC HEARING(S)

8. QUASI-JUDICIAL HEARING(S)

9. OTHER

9.a **Tamarac Park Renovation and Design Discussion**
Presented by Parks & Recreation Director, Rudolph Galindo

9.b **Discussion and Direction on the Colony West Glades Golf Course**
Presented by Parks & Recreation Director, Rudolph Galindo

9.c **Selection of the 2025/2026 Broward League of Cities Board of Directors**

Requested by City Clerk Kimberly Dillon

10. PUBLIC PARTICIPATION

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

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

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

11. COMMISSION REPORTS

District 1
District 2
District 3
District 4
Mayor

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 of the need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

AGENDA ITEM NO. 2.a

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	BSO Monthly Report

ATTACHMENTS:

TAMARAC
The City For Your Life

AGENDA ITEM NO. 2.b

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	2025 City Highlights Video Presentation

ATTACHMENTS:

TAMARAC
The City For Your Life

AGENDA ITEM NO. 2.c

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	2025 State of the City Address

ATTACHMENTS:

TAMARAC
The City For Your Life

AGENDA ITEM NO. 2.d

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Check Presentation to Career Source and Tamarac Schools

ATTACHMENTS:

TAMARAC
The City For Your Life

AGENDA ITEM NO. 2.e

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Meals on Wheels South Florida Proclamation

ATTACHMENTS:
End the Wait Proclamation.pdf

A PROCLAMATION CELEBRATING SENIOR NUTRITION PROGRAMS AND THEIR EFFORTS TO "END THE WAIT"

WHEREAS, *on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national public-private nutrition program for individuals 60 years and older; and*

WHEREAS, *for over five decades, this landmark law has supported our nation's seniors and helped to fund community-based organizations – like Meals on Wheels – and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults; and*

WHEREAS, *volunteers are the backbone of Meals on Wheels programs, delivering nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation with caring concern and attention to their welfare; and*

WHEREAS, *Meals on Wheels South Florida offers a powerful opportunity for social connection for seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and*

WHEREAS, *the senior population is substantially increasing, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come; and*

WHEREAS, *nearly 13 million seniors are still threatened by or experience hunger, 56% of seniors are lonely, and 1 in 3 Meals on Wheels programs has a waitlist with seniors waiting on average four months for vital meals; and*

WHEREAS, *Meals on Wheels programs from across the country are joining together for the End the Wait campaign this March and beyond to celebrate their collective success and to generate the support needed to ensure these critical programs can continue to address food insecurity and malnutrition, combat social isolation and loneliness, enable independence and improve health outcomes.*

NOW THEREFORE*, I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, along with the City Commissioners, do hereby proclaim March 2025 as a month celebrating senior nutrition programs and urge every community member to take this month to honor our senior nutrition programs, the individuals they serve and the volunteers who care for them, and declare this is the time to:*

"END THE WAIT"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed the 26th day of March, 2025.

Michelle J. Gómez

Michelle J. Gómez, Mayor

TAMARAC
The City For Your Life

AGENDA ITEM NO. 2.f

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - January 2025
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of January 2025.

ATTACHMENTS:

Tamarac City Manager Memo January 2025-Full Packet.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO:	**Levent Sucuoglu,** **City Manager**	**DATE:**	**February 19, 2025**
FROM:	**Christine Cajuste, Director of Financial Services**	**RE:**	**Investment Report:** **January 2025**

Recommendation:

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

Issue:

This report provides an update of the City's investment activity through January 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 January was 2.829%. The managed portion of the portfolio had a weighted average yield of 3.54%, while the cash portion of the portfolio had a weighted average yield of 2.736%.

SMA ACCT – $35,744,123.80 3.54%

FL SAFE – $74,771,122.85 4.51%

FL SAFE, Series 2018 Capital Improvements Bonds -- $3,720,145.63 4.51%

Florida Prime – $86,261,277.28 4.57%

TD Concentration ACCT – $108,702,266.13

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 January 31, 2025, was $269,734,666.26 . The Series 2018 Capital Improvement Bond proceeds portfolio had $3,720,145.63 in FLSAFE, bringing total liquidity to $273,454,811.89. The managed portfolio with Chandler Asset Management held $35,744,123.80. The total of all portfolios was $309,198,935.69.

Investment Activity – January 2025

Investment Maturities/Calls/Sold:
There were no investments that were called, sold or matured in January.

Investment Purchases:
Purchases for January totaled $10,031,309.86, consisting of US Treasuries, WELLS FARGO & CO, TOYOTA MOTOR CREDIT CORP, TOYOTA MOTOR CREDIT CORP, BANK OF NEW YORK MELLON CORP.

Investment News Chandler Asset Management

Economic Summary

Recent economic data suggests continued growth fueled by a resilient consumer. Inflationary trends have subsided, but some components remain sticky, and core levels remain above the Fed's target. The labor market reflects improved balance between supply and demand for workers. While job creation has been robust, continuing jobless claims remain elevated. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

As broadly anticipated, the Federal Open Market Committee (FOMC) left the Fed Funds Rate unchanged at the range of 4.25-4.50% at the January meeting. Chair Jerome Powell reiterated previous statements indicating the economy is in a good place and that monetary policy is well positioned, adding that the committee is in no hurry to make any changes to monetary policy. The Chandler team believes monetary policy easing will continue at a slower cadence, and lower short-term yields will likely contribute to a steepening yield curve.

US Treasury yields shifted slightly lower in January. The 2-year Treasury yield declined 4 basis points to 4.20%, the 5-year Treasury fell 5 basis points to 4.33%, and the 10-year Treasury yield dropped 3 basis points to 4.54%. The spread between the 2-year and 10-year Treasury yield points on the curve increased slightly to +34 basis points at January month-end versus +33 basis points at December month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -30 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +25 basis points in January, unchanged from December.

Employment

The U.S. economy added 143,000 jobs in January, below consensus expectations, and the last two months were revised up by 100,000. Gains were led by retail and health care. The three-month moving average and six-month moving average payrolls totaled 237,000 and 178,000 respectively. The unemployment rate declined to 4.0% in January, and the labor participation rate edged up to 62.6%, 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 remained unchanged at 7.5%. Average hourly earnings ticked up to an increase of 4.1% year-over-year in January.

Inflation

In January, both the Consumer Price Index (CPI) and Core CPI, which excludes volatile food and energy components, accelerated from last month and came in higher than consensus expectations. The headline CPI rose 0.5% month-over-month and 3.0% year-over-year, while the Core CPI rose 0.4% month-over-month and 3.3% year-over-year. The Personal Consumption Expenditures (PCE) Index rose 0.3% from the previous month and 2.6% year-over-year in December versus a 2.4% increase in November. The Core PCE deflator (the Fed's preferred gauge) increased 0.2% month-over-month and 2.8% over the past year. Inflation remains above the Fed's 2% target.

Housing

Housing starts surged by 15.8% in December to 1.5 million units after declining in the prior three months. Total starts are down 4.4% compared to December 2023. The supply of existing homes is gradually becoming more abundant after the period of scarcity as homeowners held onto their low mortgage rates. The Freddie Mac 30-year fixed rate mortgage averaged approximately 7% in January. According to the Case-Shiller 20-City Home Price Index, housing prices rose 4.3% year-over-year in November versus 4.2% year-over-year in October. With more inventory entering the market the trend is gradually improving; however higher mortgage rates continue to impact affordability.

GDP

According to the advance estimate, fourth quarter GDP increased at an annualized rate of 2.3%, moderating from 3.1% growth in the third quarter. Growth continues to be powered by personal consumption expenditures, while private inventories and weaker net exports were the primary contributors to the slowdown. The consensus projection calls for 2.8% growth for the full year 2025, and 2.1% for the current quarter.

MONTHLY ACCOUNT STATEMENT

City of Tamarac | Account #11314 | As of December 31, 2024

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 December 31, 2024

Portfolio Characteristics

Average Modified Duration	1.67
Average Coupon	2.74%
Average Purchase YTM	3.04%
Average Market YTM	4.34%
Average Quality	AA
Average Final Maturity	1.81
Average Life	1.71

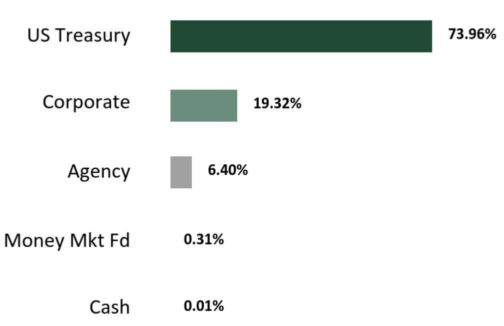
Account Summary

	Beg. Values as of 12/01/2024	End Values as of 12/31/2024
Market Value	25,341,647.11	25,389,769.12
Accrued Interest	150,357.75	159,362.82
Total Market Value	**25,492,004.86**	**25,549,131.94**
Income Earned	67,030.09	82,440.50
Cont/WD	0.00	0.00
Par	25,854,722.34	25,915,073.23
Book Value	25,712,587.81	25,768,315.22
Cost Value	25,663,263.82	25,712,638.15

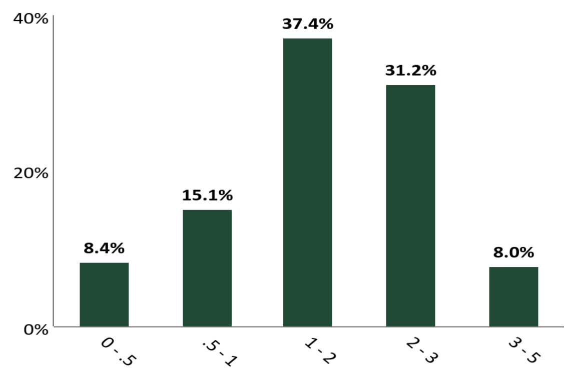
Top Issuers

Government of The United States	73.96%
FNMA	2.50%
Federal Home Loan Banks	1.96%
Farm Credit System	1.94%
Microsoft Corporation	1.46%
Honeywell International Inc.	1.46%
Walmart Inc.	1.45%
Apple Inc.	1.42%

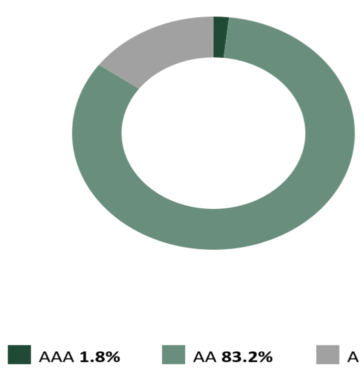
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	0.23%	--	--	--	--	--	--	--	--
Benchmark Return*	0.24%	--	--	--	--	--	--	--	--

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index Secondary Benchmark:

The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch

City of Tamarac | Account #11314 | As of December 31, 2024

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	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	
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	19.3	Compliant	
Max % Issuer (MV)	5.0	1.5	Compliant	
Max Maturity (Years)	5.0	3.3	Compliant	
Min Rating (A- by 2 or AA- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
FEDERAL AGENCIES (NON-FULL FAITH & CREDIT)				
Max % (MV)	75.0	6.4	Compliant	
Max % Issuer (MV)	10.0	2.5	Compliant	
Max Maturity (Years)	5.0	1.8	Compliant	

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	0.3	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	74.0	Compliant	
Max Maturity (Years)	5.0	4.0	Compliant	

RECONCILIATION SUMMARY

City of Tamarac | Account #11314 | As of December 31, 2024

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(1,700,000.00)**

Principal Paydowns

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

Purchases

Month to Date	**1,923,585.41**
Fiscal Year to Date	**19,345,409.33**

Sales

Month to Date	**(1,007,563.35)**
Fiscal Year to Date	**(17,472,128.79)**

Interest Received

Month to Date	**84,561.97**
Fiscal Year to Date	**319,133.52**

Purchased / Sold Interest

Month to Date	**(17,479.62)**
Fiscal Year to Date	**(142,674.81)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	25,712,587.81	0.00
Maturities/Calls	0.00	(1,700,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,923,585.41	19,345,409.33
Sales	(1,007,563.35)	(17,472,128.79)
Change in Cash, Payables, Receivables	(866,647.73)	1,414.03
Amortization/Accretion	6,353.08	13,836.53
Realized Gain (Loss)	0.00	0.00
Ending Book Value	25,768,315.22	25,768,315.22

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	25,341,647.11	0.00
Maturities/Calls	0.00	(1,700,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,923,585.41	19,345,409.33
Sales	(1,007,563.35)	(17,472,128.79)
Change in Cash, Payables, Receivables	(866,647.73)	1,414.03
Amortization/Accretion	6,353.08	13,836.53
Change in Net Unrealized Gain (Loss)	(7,605.40)	(378,546.10)
Realized Gain (Loss)	0.00	0.00
Ending Market Value	25,389,769.12	25,389,769.12

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
AGENCY									
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	650,000.00	03/08/2022 1.84%	618,169.50 644,052.26	97.50 4.34%	633,723.75 853.13	2.50% (10,328.51)	Aaa/AA+ AA+	0.65 0.63
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 498,134.35	98.70 4.27%	493,518.06 4,326.39	1.94% (4,616.29)	Aaa/AA+ AA+	1.75 1.66
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,463.17	99.78 4.13%	498,904.21 4,444.44	1.96% (558.97)	Aaa/AA+ AA+	1.77 1.68
Total Agency		**1,650,000.00**	**3.10%**	**1,615,449.00** **1,641,649.78**	**98.56** **4.25%**	**1,626,146.01** **9,623.96**	**6.40%** **(15,503.76)**	**Aaa/AA+** **AA+**	**1.33** **1.27**
CASH									
CCYUSD	Receivable	1,414.03	-- 0.00%	1,414.03 1,414.03	1.00 0.00%	1,414.03 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,414.03**	**0.00%**	**1,414.03** **1,414.03**	**1.00** **0.00%**	**1,414.03** **0.00**	**0.01%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**
CORPORATE									
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	375,000.00	02/14/2022 2.15%	365,538.75 373,809.46	98.70 4.55%	370,115.61 421.88	1.46% (3,693.85)	A2/A A	0.42 0.41
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	375,000.00	01/24/2022 1.56%	395,062.50 378,343.75	98.96 4.41%	371,083.62 1,888.02	1.46% (7,260.13)	Aaa/AAA WR	0.84 0.81
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 381,809.49	98.01 4.42%	367,529.25 5,496.35	1.45% (14,280.24)	Aa2/AA AA	1.52 1.44
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 376,406.19	96.19 4.41%	360,717.38 2,348.96	1.42% (15,688.82)	Aaa/AA+ NA	1.70 1.62
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 351,961.62	99.58 4.64%	348,543.93 4,962.22	1.37% (3,417.69)	A3/A- NA	1.76 1.65
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 347,042.27	97.83 4.53%	342,390.28 3,062.50	1.35% (4,651.99)	A2/A NA	2.25 2.11
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 353,498.13	99.26 4.51%	347,395.26 4,695.83	1.37% (6,102.87)	A1/A A+	2.54 2.35
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	350,000.00	10/22/2024 4.42%	345,670.50 345,965.89	98.32 4.64%	344,123.96 5,222.78	1.36% (1,841.93)	A3/A- NA	2.62 2.42
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 351,581.80	98.65 4.65%	345,285.62 4,205.83	1.36% (6,296.17)	A2/A- A	2.71 2.50

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
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 341,761.66	95.70 4.61%	334,959.90 2,179.72	1.32% (6,801.76)	A2/A+ A	2.79 2.62
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 341,471.26	96.11 4.51%	336,384.92 1,364.03	1.32% (5,086.34)	A2/A NA	2.87 2.70
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,928.53	98.57 5.20%	344,989.05 2,906.07	1.36% (4,939.48)	A1/A- A+	3.30 2.15
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 351,153.77	98.80 5.18%	345,813.80 2,731.90	1.36% (5,339.96)	A1/A AA-	3.32 2.16
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 351,129.04	98.94 5.18%	346,283.33 2,722.84	1.36% (4,845.71)	A1/A- AA-	3.32 2.16
Total Corporate		**5,000,000.00**	**3.37%**	**5,020,815.50** **4,995,862.85**	**98.13** **4.67%**	**4,905,615.91** **44,208.93**	**19.32%** **(90,246.94)**	**A1/A** **A+**	**2.26** **1.92**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	78,659.20	-- 4.09%	78,659.20 78,659.20	1.00 4.09%	78,659.20 0.00	0.31% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**78,659.20**	**4.09%**	**78,659.20** **78,659.20**	**1.00** **4.09%**	**78,659.20** **0.00**	**0.31%** **0.00**	**Aaa/** **AAAm** **AAA**	**0.00** **0.00**
US TREASURY									
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	850,000.00	08/04/2021 0.46%	851,195.31 850,079.87	99.11 4.23%	842,396.96 1,085.85	3.32% (7,682.90)	Aaa/AA+ AA+	0.25 0.24
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	850,000.00	08/04/2021 0.50%	842,130.86 849,152.64	98.38 4.28%	836,208.04 186.81	3.29% (12,944.61)	Aaa/AA+ AA+	0.41 0.40
91282CAM3	UNITED STATES TREASURY 0.25 09/30/2025	950,000.00	08/04/2021 0.55%	938,273.44 947,894.64	97.09 4.27%	922,385.13 606.80	3.63% (25,509.50)	Aaa/AA+ AA+	0.75 0.73
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	950,000.00	08/04/2021 0.57%	937,494.14 947,548.98	96.78 4.26%	919,382.42 406.77	3.62% (28,166.56)	Aaa/AA+ AA+	0.83 0.81
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	500,000.00	10/22/2024 4.23%	492,753.91 494,012.54	98.77 4.26%	493,856.61 1,263.74	1.95% (155.93)	Aaa/AA+ AA+	0.91 0.88
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00	09/26/2024 3.82%	501,015.63 500,796.03	99.83 4.18%	499,153.85 934.07	1.97% (1,642.19)	Aaa/AA+ AA+	0.96 0.92

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
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	10/22/2024 4.18%	498,144.53 498,433.80	99.67 4.21%	498,332.85 8,950.41	1.96% (100.95)	Aaa/AA+ AA+	1.04 0.99
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00	08/04/2021 0.61%	646,699.22 649,161.93	95.81 4.25%	622,744.94 1,104.28	2.45% (26,416.99)	Aaa/AA+ AA+	1.16 1.13
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00	10/03/2024 3.80%	488,867.19 490,691.90	97.58 4.27%	487,923.61 2,874.31	1.92% (2,768.29)	Aaa/AA+ AA+	1.25 1.20
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021 0.63%	653,529.30 650,989.10	95.51 4.26%	620,846.34 834.94	2.45% (30,142.77)	Aaa/AA+ AA+	1.33 1.29
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00	10/22/2024 4.11%	496,386.72 496,831.24	99.18 4.25%	495,876.53 2,353.25	1.95% (954.71)	Aaa/AA+ AA+	1.37 1.31
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00	09/26/2024 3.67%	503,710.94 503,141.85	99.83 4.25%	499,140.94 963.26	1.97% (4,000.91)	Aaa/AA+ AA+	1.45 1.39
91282CHM6	UNITED STATES TREASURY 4.5 07/15/2026	500,000.00	11/05/2024 4.26%	501,894.53 501,722.30	100.36 4.25%	501,800.04 10,394.02	1.98% 77.74	Aaa/AA+ AA+	1.54 1.44
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00	10/22/2024 4.09%	502,382.81 502,124.61	100.16 4.26%	500,824.98 9,154.21	1.97% (1,299.64)	Aaa/AA+ AA+	1.58 1.48
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024 3.72%	500,292.97 500,255.51	99.21 4.25%	496,042.66 6,370.86	1.95% (4,212.85)	Aaa/AA+ AA+	1.67 1.57
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022 2.08%	426,550.78 440,990.86	94.37 4.26%	424,661.07 1,006.01	1.67% (16,329.79)	Aaa/AA+ AA+	1.75 1.69
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00	11/05/2024 4.23%	498,984.38 499,062.94	99.77 4.25%	498,861.87 3,532.46	1.96% (201.07)	Aaa/AA+ AA+	1.83 1.73
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024 3.61%	483,632.81 485,649.82	95.98 4.26%	479,878.34 1,298.34	1.89% (5,771.48)	Aaa/AA+ AA+	1.87 1.80
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024 4.22%	501,542.97 501,430.61	100.23 4.25%	501,132.92 1,021.63	1.97% (297.69)	Aaa/AA+ AA+	1.96 1.85
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022 1.36%	830,564.06 833,223.19	94.32 4.25%	787,542.86 28.83	3.10% (45,680.33)	Aaa/AA+ AA+	2.00 1.93
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024 4.01%	499,843.75 499,857.19	99.51 4.25%	497,541.81 9,239.13	1.96% (2,315.38)	Aaa/AA+ AA+	2.04 1.90
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 485,791.81	95.97 4.26%	479,827.75 4,249.32	1.89% (5,964.07)	Aaa/AA+ AA+	2.13 2.02
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 489,831.68	96.29 4.25%	481,451.46 3,193.68	1.90% (8,380.22)	Aaa/AA+ AA+	2.25 2.13
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 503,129.69	100.50 4.26%	502,508.24 4,821.43	1.98% (621.45)	Aaa/AA+ AA+	2.29 2.13

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
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 486,552.73	95.77 4.27%	478,836.69 1,541.78	1.89% (7,716.05)	Aaa/AA+ AA+	2.37 2.26
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 497,690.86	97.65 4.25%	488,273.51 44.89	1.92% (9,417.35)	Aaa/AA+ AA+	2.50 2.36
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 482,303.16	96.31 4.28%	481,536.53 5,754.08	1.90% (766.63)	Aaa/AA+ AA+	2.58 2.42
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 486,500.41	97.12 4.28%	485,600.96 5,309.05	1.91% (899.46)	Aaa/AA+ AA+	2.67 2.49
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 989,051.78	97.72 4.28%	977,219.69 10,069.06	3.85% (11,832.09)	Aaa/AA+ AA+	2.71 2.52
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 498,684.31	98.95 4.28%	494,744.85 4,151.79	1.95% (3,939.46)	Aaa/AA+ AA+	2.79 2.59
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 498,971.89	99.56 4.29%	497,793.71 2,677.83	1.96% (1,178.18)	Aaa/AA+ AA+	2.87 2.66
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 497,267.25	98.97 4.32%	494,830.18 55.25	1.95% (2,437.08)	Aaa/AA+ AA+	3.50 3.22
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 491,902.26	97.76 4.37%	488,775.69 51.80	1.93% (3,126.57)	Aaa/AA+ AA+	4.00 3.66
Total US Treasury		**19,185,000.00**	**2.94%**	**18,996,300.42 19,050,729.37**	**97.91 4.26%**	**18,777,933.97 105,529.93**	**73.96% (272,795.40)**	**Aaa/AA+ AA+**	**1.75 1.65**
Total Portfolio		**25,915,073.23**	**3.04%**	**25,712,638.15 25,768,315.22**	**97.69 4.34%**	**25,389,769.12 159,362.82**	**100.00% (378,546.10)**	**Aa2/AA AA**	**1.81 1.67**
Total Market Value + Accrued						**25,549,131.94**			

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/02/2024	31846V203	867,156.25	FIRST AMER:GVT OBLG Y	1.000	4.26%	(867,156.25)	0.00	(867,156.25)	0.00
Purchase	12/03/2024	31846V203	3,436.76	FIRST AMER:GVT OBLG Y	1.000	4.26%	(3,436.76)	0.00	(3,436.76)	0.00
Purchase	12/13/2024	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028	99.445	4.17%	(497,226.56)	(9,021.74)	(506,248.30)	0.00
Purchase	12/13/2024	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028	98.359	4.19%	(491,796.88)	(8,457.88)	(500,254.76)	0.00
Purchase	12/16/2024	31846V203	31,250.00	FIRST AMER:GVT OBLG Y	1.000	4.25%	(31,250.00)	0.00	(31,250.00)	0.00
Purchase	12/19/2024	31846V203	0.21	FIRST AMER:GVT OBLG Y	1.000	4.25%	(0.21)	0.00	(0.21)	0.00
Purchase	12/31/2024	31846V203	32,718.75	FIRST AMER:GVT OBLG Y	1.000	4.09%	(32,718.75)	0.00	(32,718.75)	0.00
Total Purchase			**1,934,561.97**				**(1,923,585.41)**	**(17,479.62)**	**(1,941,065.03)**	**0.00**
TOTAL ACQUISITIONS			**1,934,561.97**				**(1,923,585.41)**	**(17,479.62)**	**(1,941,065.03)**	**0.00**
OTHER										
Sale	12/10/2024	31846V203	(1,060.29)	FIRST AMER:GVT OBLG Y	1.000	4.25%	1,060.29	0.00	1,060.29	0.00
Sale	12/13/2024	31846V203	(1,006,503.06)	FIRST AMER:GVT OBLG Y	1.000	4.25%	1,006,503.06	0.00	1,006,503.06	0.00
Total Sale			**(1,007,563.35)**				**1,007,563.35**	**0.00**	**1,007,563.35**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,007,563.35)**				**1,007,563.35**	**0.00**	**1,007,563.35**	**0.00**
OTHER										
Coupon	12/01/2024	438516CB0	0.00	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025		2.15%	2,531.25	0.00	2,531.25	0.00
Coupon	12/15/2024	91282CHH7	0.00	UNITED STATES TREASURY 4.125 06/15/2026		3.67%	10,312.50	0.00	10,312.50	0.00
Coupon	12/15/2024	91282CGA3	0.00	UNITED STATES TREASURY 4.0 12/15/2025		3.82%	10,000.00	0.00	10,000.00	0.00
Coupon	12/15/2024	91282CJP7	0.00	UNITED STATES TREASURY 4.375 12/15/2026		4.22%	10,937.50	0.00	10,937.50	0.00
Coupon	12/31/2024	91282CDQ1	0.00	UNITED STATES TREASURY 1.25 12/31/2026		1.36%	5,218.75	0.00	5,218.75	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	12/31/2024	91282CEW7	0.00	UNITED STATES TREASURY 3.25 06/30/2027		3.44%	8,125.00	0.00	8,125.00	0.00
Coupon	12/31/2024	91282CHK0	0.00	UNITED STATES TREASURY 4.0 06/30/2028		4.17%	10,000.00	0.00	10,000.00	0.00
Coupon	12/31/2024	91282CJR3	0.00	UNITED STATES TREASURY 3.75 12/31/2028		4.19%	9,375.00	0.00	9,375.00	0.00
Total Coupon			**0.00**				**66,500.00**	**0.00**	**66,500.00**	**0.00**
Dividend	12/19/2024	31846V203	0.00	FIRST AMER:GVT OBLG Y		4.25%	0.21	0.00	0.21	0.00
Dividend	12/31/2024	31846V203	0.00	FIRST AMER:GVT OBLG Y		4.11%	1,414.03	0.00	1,414.03	0.00
Total Dividend			**0.00**				**1,414.24**	**0.00**	**1,414.24**	**0.00**
Management Fee	12/10/2024	CCYUSD	(1,060.29)	Cash		0.00%	(1,060.29)	0.00	(1,060.29)	0.00
Total Management Fee			**(1,060.29)**				**(1,060.29)**	**0.00**	**(1,060.29)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,060.29)**				**66,853.95**	**0.00**	**66,853.95**	**0.00**

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	78,659.20	151,660.58 934,561.97 (1,007,563.35) 78,659.20	0.00 3,436.97 0.00 3,436.97	0.00 0.00 0.00 3,436.97	3,436.97
CCYUSD	Receivable	1,414.03	868,061.76 0.00 0.00 1,414.03	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**80,073.23**	**1,019,722.34** **934,561.97** **(1,007,563.35)** **80,073.23**	**0.00** **3,436.97** **0.00** **3,436.97**	**0.00** **0.00** **0.00** **3,436.97**	**3,436.97**
FIXED INCOME						
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	352,056.34 0.00 0.00 351,961.62	3,678.89 0.00 4,962.22 1,283.33	0.00 (94.72) (94.72) 1,188.61	1,188.61
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	376,484.60 0.00 0.00 376,406.19	1,708.33 0.00 2,348.96 640.63	0.00 (78.40) (78.40) 562.22	562.22
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	351,170.41 0.00 0.00 351,129.04	1,446.51 0.00 2,722.84 1,276.33	0.00 (41.37) (41.37) 1,234.96	1,234.96
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	353,615.37 0.00 0.00 353,498.13	3,470.83 0.00 4,695.83 1,225.00	0.00 (117.23) (117.23) 1,107.77	1,107.77
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,437.41 0.00 0.00 499,463.17	2,777.78 0.00 4,444.44 1,666.67	25.76 0.00 25.76 1,692.43	1,692.43

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
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	498,043.84 0.00 0.00 498,134.35	2,868.06 0.00 4,326.39 1,458.33	90.51 0.00 90.51 1,548.84	1,548.84
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	03/08/2022 03/10/2022 650,000.00	643,270.99 0.00 0.00 644,052.26	650.00 0.00 853.13 203.13	781.27 0.00 781.27 984.40	984.40
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	346,930.45 0.00 0.00 347,042.27	2,041.67 0.00 3,062.50 1,020.83	111.82 0.00 111.82 1,132.65	1,132.65
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	02/14/2022 02/16/2022 375,000.00	373,565.04 0.00 0.00 373,809.46	2,531.25 2,531.25 421.88 421.88	244.42 0.00 244.42 666.29	666.29
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	351,196.09 0.00 0.00 351,153.77	1,471.02 0.00 2,731.90 1,260.88	0.00 (42.33) (42.33) 1,218.55	1,218.55
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	01/24/2022 01/26/2022 375,000.00	378,828.13 0.00 0.00 378,343.75	911.46 0.00 1,888.02 976.56	0.00 (484.38) (484.38) 492.19	492.19
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,925.89 0.00 0.00 349,928.53	1,678.15 0.00 2,906.07 1,227.92	2.64 0.00 2.64 1,230.56	1,230.56
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	351,633.03 0.00 0.00 351,581.80	3,004.17 0.00 4,205.83 1,201.67	0.00 (51.24) (51.24) 1,150.43	1,150.43
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	10/22/2024 10/23/2024 350,000.00	345,835.07 0.00 0.00 345,965.89	4,070.69 0.00 5,222.78 1,152.08	130.81 0.00 130.81 1,282.90	1,282.90

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
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	341,218.98 0.00 0.00 341,471.26	474.44 0.00 1,364.03 889.58	252.28 0.00 252.28 1,141.86	1,141.86
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	10/22/2024 10/23/2024 500,000.00	493,455.14 0.00 0.00 494,012.54	39.49 7,187.50 1,263.74 8,411.74	557.39 0.00 557.39 8,969.14	8,969.14
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	10/03/2024 10/04/2024 500,000.00	490,056.33 0.00 0.00 490,691.90	1,916.21 0.00 2,874.31 958.10	635.57 0.00 635.57 1,593.68	1,593.68
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	484,998.49 0.00 0.00 485,649.82	441.99 0.00 1,298.34 856.35	651.33 0.00 651.33 1,507.68	1,507.68
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	485,223.48 0.00 0.00 485,791.81	3,301.63 0.00 4,249.32 947.69	568.33 0.00 568.33 1,516.02	1,516.02
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	486,070.25 0.00 0.00 486,552.73	524.86 0.00 1,541.78 1,016.92	482.48 0.00 482.48 1,499.40	1,499.40
912828YV6	UNITED STATES TREASURY 1.5 11/30/2024	08/04/2021 08/06/2021 0.00	0.00 0.00 0.00 0.00	0.00 6,375.00 0.00 6,375.00	0.00 0.00 0.00 6,375.00	6,375.00
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	08/04/2021 08/06/2021 850,000.00	850,107.69 0.00 0.00 850,079.87	723.90 0.00 1,085.85 361.95	0.00 (27.82) (27.82) 334.13	334.13
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	08/04/2021 08/06/2021 850,000.00	848,977.52 0.00 0.00 849,152.64	5.84 1,062.50 186.81 1,243.48	175.12 0.00 175.12 1,418.60	1,418.60

City of Tamarac | Account #11314 | As of December 31, 2024

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
91282CAM3	UNITED STATES TREASURY 0.25 09/30/2025	08/04/2021 08/06/2021 950,000.00	947,654.69 0.00 0.00 947,894.64	404.53 0.00 606.80 202.27	239.95 0.00 239.95 442.22	442.22
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	08/04/2021 08/06/2021 950,000.00	947,298.22 0.00 0.00 947,548.98	203.38 0.00 406.77 203.38	250.76 0.00 250.76 454.15	454.15
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 650,000.00	649,100.51 0.00 0.00 649,161.93	825.97 0.00 1,104.28 278.31	61.42 0.00 61.42 339.73	339.73
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	651,052.45 0.00 0.00 650,989.10	417.47 0.00 834.94 417.47	0.00 (63.35) (63.35) 354.12	354.12
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	440,552.43 0.00 0.00 440,990.86	670.67 0.00 1,006.01 335.34	438.44 0.00 438.44 773.77	773.77
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	833,147.63 0.00 0.00 833,223.19	4,367.87 5,218.75 28.83 879.72	75.56 0.00 75.56 955.27	955.27
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	489,446.80 0.00 0.00 489,831.68	2,129.12 0.00 3,193.68 1,064.56	384.88 0.00 384.88 1,449.44	1,449.44
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	497,612.19 0.00 0.00 497,690.86	6,800.27 8,125.00 44.89 1,369.62	78.66 0.00 78.66 1,448.28	1,448.28
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	481,720.16 0.00 0.00 482,303.16	4,595.79 0.00 5,754.08 1,158.29	583.00 0.00 583.00 1,741.29	1,741.29

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
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	486,069.87 0.00 0.00 486,500.41	3,970.99 0.00 5,309.05 1,338.05	430.54 0.00 430.54 1,768.59	1,768.59
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	09/26/2024 09/27/2024 500,000.00	500,866.95 0.00 0.00 500,796.03	9,234.97 10,000.00 934.07 1,699.09	0.00 (70.91) (70.91) 1,628.18	1,628.18
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	10/22/2024 10/23/2024 500,000.00	498,305.70 0.00 0.00 498,433.80	7,318.27 0.00 8,950.41 1,632.13	128.11 0.00 128.11 1,760.24	1,760.24
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	10/22/2024 10/23/2024 500,000.00	496,634.38 0.00 0.00 496,831.24	801.11 0.00 2,353.25 1,552.14	196.86 0.00 196.86 1,749.00	1,749.00
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	09/26/2024 09/27/2024 500,000.00	503,325.62 0.00 0.00 503,141.85	9,523.57 10,312.50 963.26 1,752.19	0.00 (183.77) (183.77) 1,568.42	1,568.42
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	0.00 497,226.56 0.00 497,267.25	0.00 978.26 55.25 1,033.51	40.69 0.00 40.69 1,074.20	1,074.20
91282CHM6	UNITED STATES TREASURY 4.5 07/15/2026	11/05/2024 11/06/2024 500,000.00	501,817.64 0.00 0.00 501,722.30	8,498.64 0.00 10,394.02 1,895.38	0.00 (95.34) (95.34) 1,800.04	1,800.04
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	501,492.81 0.00 0.00 501,430.61	10,100.75 10,937.50 1,021.63 1,858.38	0.00 (62.20) (62.20) 1,796.18	1,796.18
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	0.00 491,796.88 0.00 491,902.26	0.00 917.12 51.80 968.92	105.38 0.00 105.38 1,074.30	1,074.30

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
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,851.24 0.00 0.00 499,857.19	7,554.35 0.00 9,239.13 1,684.78	5.95 0.00 5.95 1,690.73	1,690.73
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	503,246.02 0.00 0.00 503,129.69	2,905.22 0.00 4,821.43 1,916.21	0.00 (116.33) (116.33) 1,799.88	1,799.88
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	10/22/2024 10/23/2024 500,000.00	502,238.96 0.00 0.00 502,124.61	7,311.48 0.00 9,154.21 1,842.73	0.00 (114.35) (114.35) 1,728.39	1,728.39
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,268.56 0.00 0.00 500,255.51	4,765.19 0.00 6,370.86 1,605.66	0.00 (13.05) (13.05) 1,592.61	1,592.61
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	988,707.92 0.00 0.00 989,051.78	7,178.87 0.00 10,069.06 2,890.19	343.87 0.00 343.87 3,234.06	3,234.06
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	498,644.20 0.00 0.00 498,684.31	2,501.72 0.00 4,151.79 1,650.07	40.10 0.00 40.10 1,690.17	1,690.17
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 500,000.00	499,019.45 0.00 0.00 499,062.94	1,766.23 0.00 3,532.46 1,766.23	43.49 0.00 43.49 1,809.72	1,809.72
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	498,941.48 0.00 0.00 498,971.89	911.60 0.00 2,677.83 1,766.23	30.41 0.00 30.41 1,796.64	1,796.64
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	341,510.54 0.00 0.00 341,761.66	1,319.31 0.00 2,179.72 860.42	251.12 0.00 251.12 1,111.54	1,111.54

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
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	382,238.54 0.00 0.00 381,809.49	4,543.23 0.00 5,496.35 953.13	0.00 (429.05) (429.05) 524.07	524.07
Total Fixed Income		**25,835,000.00**	**24,692,865.47** **989,023.44** **0.00** **25,688,241.99**	**150,357.75** **63,645.38** **159,362.82** **72,650.45**	**8,438.92** **(2,085.84)** **6,353.08** **79,003.53**	**79,003.53**
TOTAL PORTFOLIO		**25,915,073.23**	**25,712,587.81** **1,923,585.41** **(1,007,563.35)** **25,768,315.22**	**150,357.75** **67,082.35** **159,362.82** **76,087.42**	**8,438.92** **(2,085.84)** **6,353.08** **82,440.50**	**82,440.50**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JANUARY 2025							
01/02/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	1,414.03		1,414.03
01/08/2025	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
01/15/2025	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		5,267.50	5,267.50
01/15/2025	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2025	Coupon	91282CHM6	500,000.00	UNITED STATES TREASURY 4.5 07/15/2026		11,250.00	11,250.00
01/15/2025	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
01/31/2025	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
01/31/2025	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
January 2025 Total					**1,414.03**	**59,736.25**	**61,150.28**
FEBRUARY 2025							
02/18/2025	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
02/18/2025	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
02/25/2025	Coupon	3135G05X7	650,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,218.75	1,218.75
02/28/2025	Coupon	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
02/28/2025	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
02/28/2025	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
February 2025 Total						**32,568.75**	**32,568.75**
MARCH 2025							
03/11/2025	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
03/17/2025	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
03/17/2025	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
03/31/2025	Coupon	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		5,625.00	5,625.00
03/31/2025	Coupon	912828ZF0	850,000.00	UNITED STATES TREASURY 0.5 03/31/2025		2,125.00	2,125.00
03/31/2025	Final Maturity	912828ZF0	850,000.00	UNITED STATES TREASURY 0.5 03/31/2025	850,000.00		850,000.00
03/31/2025	Coupon	91282CAM3	950,000.00	UNITED STATES TREASURY 0.25 09/30/2025		1,187.50	1,187.50
03/31/2025	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
03/31/2025	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
March 2025 Total					**850,000.00**	**45,085.00**	**895,085.00**

CASH FLOW REPORT

City of Tamarac | Account #11314 | As of December 31, 2024

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
APRIL 2025							
04/01/2025	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/02/2025	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/07/2025	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		8,983.33	8,983.33
04/09/2025	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		9,888.89	9,888.89
04/15/2025	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2025	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2025	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/21/2025	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/28/2025	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/28/2025	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
04/30/2025	Coupon	91282CAT8	950,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,187.50	1,187.50
04/30/2025	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2025	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
April 2025 Total						**96,375.47**	**96,375.47**
MAY 2025							
05/05/2025	Coupon	594918BJ2	375,000.00	MICROSOFT CORP 3.125 11/03/2025		5,859.38	5,859.38
05/15/2025	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
05/15/2025	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2025	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2025	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50
05/15/2025	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
May 2025 Total						**41,509.38**	**41,509.38**
JUNE 2025							
06/02/2025	Coupon	438516CB0	375,000.00	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025		2,531.25	2,531.25
06/02/2025	Final Maturity	438516CB0	375,000.00	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	375,000.00		375,000.00
06/02/2025	Coupon	9128285N6	500,000.00	UNITED STATES TREASURY 2.875 11/30/2025		7,187.50	7,187.50
06/02/2025	Coupon	912828ZT0	850,000.00	UNITED STATES TREASURY 0.25 05/31/2025		1,062.50	1,062.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/02/2025	Final Maturity	912828ZT0	850,000.00	UNITED STATES TREASURY 0.25 05/31/2025	850,000.00		850,000.00
06/16/2025	Coupon	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025		10,000.00	10,000.00
06/16/2025	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
06/16/2025	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
06/30/2025	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2025	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2025	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2025	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
June 2025 Total					**1,225,000.00**	**74,750.00**	**1,299,750.00**
JULY 2025							
07/08/2025	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
07/15/2025	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
07/15/2025	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
07/15/2025	Coupon	91282CHM6	500,000.00	UNITED STATES TREASURY 4.5 07/15/2026		11,250.00	11,250.00
07/15/2025	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
07/31/2025	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
07/31/2025	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
July 2025 Total						**61,818.75**	**61,818.75**
AUGUST 2025							
08/15/2025	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
08/15/2025	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
08/25/2025	Coupon	3135G05X7	650,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,218.75	1,218.75
08/25/2025	Final Maturity	3135G05X7	650,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	650,000.00		650,000.00
August 2025 Total					**650,000.00**	**13,756.25**	**663,756.25**
SEPTEMBER 2025							
09/02/2025	Coupon	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
09/02/2025	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
09/02/2025	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
09/11/2025	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
09/15/2025	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/16/2025	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
09/30/2025	Coupon	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		5,625.00	5,625.00
09/30/2025	Coupon	91282CAM3	950,000.00	UNITED STATES TREASURY 0.25 09/30/2025		1,187.50	1,187.50
09/30/2025	Final Maturity	91282CAM3	950,000.00	UNITED STATES TREASURY 0.25 09/30/2025	950,000.00		950,000.00
09/30/2025	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
09/30/2025	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
September 2025 Total					**950,000.00**	**61,772.50**	**1,011,772.50**
OCTOBER 2025							
10/01/2025	Coupon	369550BL1	350,000.00	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	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
10/20/2025	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	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
October 2025 Total					**950,000.00**	**95,203.25**	**1,045,203.25**
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	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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
November 2025 Total					**375,000.00**	**41,509.38**	**416,509.38**
Grand Total			**50,260,000.00**		**5,001,414.03**	**624,084.97**	**5,625,499.00**

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 and carries a high rating by S&P, Moody's and Fitch respectively.

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

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.a

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the February 10, 2025 Commission Workshop Minutes
RECOMMENDATION:	N/A

ATTACHMENTS:
021025 COT-CC WS Draft Minutes.docx

CITY OF TAMARAC
CITY COMMISSION WORKSHOP

Conference Room 105
Monday, February 10, 2025
10:00 AM
Draft Minutes

Call to Order

Mayor Michelle J. Gomez called the Monday, February 10, 2025 City Commission workshop, being held in Conference Room 105, to order at 10:05 a.m.

Roll Call

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

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

Pledge of Allegiance: **Vice Mayor Kicia Daniel**

Vice Mayor Daniel led the Pledge of Allegiance and moment of silence.

1. Agenda

City Attorney Ottinot noted agenda items 1.a and 1.b would be heard together.

1.a TR14194 - A Resolution of the City Commission of the City of Tamarac, Florida; approving the City of Tamarac 2025 Federal Legislative Agenda; directing the City Clerk to transmit a copy of the City of Tamarac 2025 Federal Legislative Agenda to the National League of Cities, the U.S. Senators from Florida, Florida Congressional Delegation and the Broward County Board of County Commissioners; providing for conflicts; providing for severability; and providing for an effective date.
Presented by Valerie Massolo, Senior Advisor, The Ferguson Group and Tanya Williams, Grants & Government Affairs Manager

1.b TR14195 - A Resolution of the City Commission of the City of Tamarac, Florida; approving amendment #16 to the agreement between the City of Tamarac and the Ferguson Group, LLC, for federal lobbying services, extending the term of the agreement for a one-year period effective February 13, 2025 at a cost not to exceed eighty-five thousand five hundred ($85,500.00) dollars per year; authorizing the appropriate City Officials to execute amendment #16 to the agreement; providing for conflicts; providing for severability; and providing for an effective date.

Presented by Tanya Williams, Grants and Governmental Affairs Manager and Valerie Massolo, Senior Advisor, The Ferguson Group

Ms. Valerie Massolo, Senior Advisor, The Ferguson Group, joined virtually and presented the City of Tamarac's 2025 Federal Legislative Agenda, emphasizing advocacy efforts, funding opportunities, and key policy priorities. She highlighted the importance of maintaining relationships in Washington, D.C., securing federal earmarks, and responding to legislative changes. The city's priorities included economic development, infrastructure improvements, affordable housing, public safety, disaster preparedness, green initiatives, and mental health programs. Recent accomplishments included securing over $1.1 million in federal funding and continued efforts to support local projects through grants and appropriations.

Ms. Massolo noted ongoing challenges such as shifts in federal policies affecting climate initiatives, tax incentives, and the National Flood Insurance Program. The city remains focused on strengthening partnerships, advancing funding opportunities, and adapting to new federal legislative priorities

Vice Mayor Daniel left the meeting at 10:34 AM and returned at 10:35 AM.

Commissioner Bolton questioned Ms. Massolo about federal funding, confirming that the city received $1.7 million through the earmark process and $497,807 in CDBG funds through federal formula funding. He raised concerns about reports indicating a freeze on CDBG funding under the Trump administration. Ms. Massolo explained that the administration temporarily halted all federal funding as part of an effort to eliminate inefficiencies but was ordered by the courts to continue funding. She noted that HUD had been revising grant requirements to remove DEI-related provisions but assured that CDBG funding was expected to continue.

Commissioner Bolton also inquired about the future of earmarks, given past trends under different administrations. Ms. Massolo stated that while no official position had been taken, earmarking remained a congressional function with bipartisan support. She noted that Florida's previous senators did not advocate for earmarks but was awaiting insight from incoming Senator Moody. Commissioner Bolton highlighted the city's role in pushing for a larger earmark request, increasing the initial ask from $350,000 to $1.66 million. Ms. Massolo acknowledged the

Commission's advocacy and emphasized that strong relationships and direct engagement in Washington, D.C., played a crucial role in securing funding.

Commissioner Wright emphasized the importance of relationships in securing funding, recalling the city's discussions with the Congresswoman that increased the initial earmark request from $350,000 to $1.6 million. He shared a resident's gratitude for the First-Time Homebuyer Program and noted that a larger earmark allowed more residents to benefit. He then asked how the lobbying landscape in Washington, D.C., had changed under the new administration.

Ms. Massolo stated that the administration's priorities were significantly different from the previous one, requiring lobbyists to adapt to shifting policies, leadership, and grant programs. She emphasized that successful lobbying relied on strong relationships and an understanding of evolving federal priorities. Commissioner Wright observed an increase in Florida-based lobbying firms expanding to D.C., citing high-profile Floridians in key federal positions. Ms. Massolo acknowledged that firms with established Florida connections could benefit but noted that effective lobbying also required strategic navigation of federal processes to secure funding and policy support.

Commissioner Patterson asked about the city's broader lobbying efforts beyond its relationship with the Congresswoman. Ms. Massolo explained that the city engaged with Senate offices, legislative staff, and grant managers to advocate for funding and policy priorities. She emphasized the importance of ongoing relationships, particularly with grant managers, to improve the city's chances of securing federal funding.

Commissioner Patterson also inquired about broader advocacy efforts and how the city remained informed on federal policy changes. Ms. Massolo offered to provide more timely updates on key issues, including DEI policies, funding freezes, and prescription drug costs, to help commissioners respond to residents. Regarding appropriations, she noted that the city had secured an earmark each year since they returned, making it one of the top recipients in the district. While no full comparative analysis had been conducted, she believed the city remained competitive in securing federal funding.

Vice Mayor Daniel questioned the city's lobbying strategy, expressing interest in exploring other firms to ensure the best results in a changing political landscape. She emphasized the importance of relationships but stressed the need for a firm that could effectively navigate the current administration. She also asked about funding for electric vehicle (EV) charging stations, noting that many residents lacked access to home charging options.

Ms. Tanya Williams responded that the city was awarded $125,000 for two high-speed Level 3 EV charging stations, one in a disadvantaged community as required by the grant. The chargers would be installed at two city parks. She also noted that the city had applied for an additional $1 million in competitive funding for five more locations and was awaiting a decision. The selected locations prioritized accessibility and ensured users could engage in nearby activities while charging their vehicles. The City Manager confirmed that the stations would operate 24/7.

Commissioner Wright emphasized the need for equitable distribution of EV charging stations across the city. Ms. Williams explained that the grant application process required identifying gaps in existing charging infrastructure. She assessed current locations, distinguishing between fast chargers and Level 2 chargers, and prioritized Level 3 chargers in underserved areas. The application highlighted how the proposed stations would fill gaps while meeting grant requirements.

Mayor Gomez stressed the need for discussions based on consistent data and raised concerns about communication gaps and city priorities, particularly in parks and recreation. She acknowledged the conversation about changing lobbyists but cautioned against making a switch during a critical legislative period.

Ms. Massolo welcomed the discussion, emphasizing her firm’s commitment to the city. She highlighted the importance of continuity and strong relationships during federal transitions to ensure effective advocacy.

Ms. Williams praised the Ferguson Group’s support in securing federal funding and advocacy. She noted the city has contracted with the firm since 2008, with annual renewals at $85,500. Their work includes developing the city’s legislative agenda, identifying funding, assisting with grants, and coordinating advocacy efforts.

She highlighted recent successes, including $1.6 million for housing, $1.1 million for water infrastructure, and grants for urban forestry and EV charging stations. The firm’s contract renewal was set for discussion on February 12th.

Commissioner Wright asked how the city could improve communication on federal issues, noting that residents expect officials to be informed on policies beyond local matters. City Manager Sucuoglu explained that staff filters information to focus on what directly impacts city operations but acknowledged the need to refine the process. Commissioner Wright suggested summarizing key federal issues, such as immigration and prescription drug policies, to help officials better respond to constituents.

Commissioner Wright also discussed the return on investment for federal and state lobbying efforts, comparing funding secured through different sources. While open to change, he suggested renewing the current contract for another year while exploring other options. He emphasized the advantage of working with a Florida-based firm, given the state's political influence, and highlighted the importance of insider access in securing funding and legislative support.

Commissioner Patterson stressed the need for more direct, strategic communication from the city's lobbyist to better understand federal issues and their impact.

City Manager Sucuoglu confirmed regular discussions with the lobbying firm on city priorities and funding opportunities, noting the increasing challenges in securing federal funds.

Commissioner Bolton thanked Ms. Massolo for her work and clarified that discussions about the contract were unfolding in real-time for all parties. He suggested considering a month-to-month arrangement while exploring other lobbying firms through a letters of interest process, rather than rushing an RFP. He emphasized the importance of periodically reviewing long-standing agreements to ensure the best outcomes for residents.

Ms. Massolo expressed willingness to work under an arrangement that provided continuity while allowing the city to explore alternatives. She welcomed open discussions about what the Commission sought in a lobbying firm and reiterated her commitment to working hard for the city. She suggested in-person meetings, whether in Washington or Tamarac, to better align on priorities before any final decision.

Mayor Gomez and City Attorney Ottinot briefly discussed the procurement and contract process.

Ms. Massolo explained that the March trip to Washington, D.C., would focus on advocating for the $1.19 million earmark for the East Side Water Distribution Expansion and preparing a new earmark request. She emphasized the importance of early engagement with congressional members and grant agencies to set the stage for funding requests. She clarified that no immediate funding decisions would be made during the trip but stressed that participation in the process was essential to securing future earmarks.

Vice Mayor Daniel acknowledged the importance of the process but argued that extending the lobbying contract temporarily would not prevent the city from achieving its goals. She reiterated her right to explore alternative firms and emphasized that considering change should not be seen as intimidating but as part of responsible decision-making.

Commissioner Wright questioned whether a month-to-month contract would be more costly and suggested renewing for one year while exploring other firms. He emphasized adjusting contract timing to avoid conflicts with the D.C. trip and ensuring the Ferguson Group had a chance to demonstrate its effectiveness under the new administration.

Mayor Gomez clarified that the March trip to D.C. was scheduled around the National League of Cities, not the contract expiration. She emphasized that past decisions, including zip code changes and communication filtering, were the Commission's responsibility, not the lobbyist's She urged a nonpartisan approach to policy and supported keeping the contract annual to avoid inefficiencies and higher costs.

Mayor Gomez called for consensus, noting that two commissioners supported a yearly contract while two preferred a month-to-month extension. She suggested addressing the contract renewal in the off-season and refocusing the discussion on the legislative agenda.

Commissioner Bolton asked for clarification on past legislative efforts to change zip codes and what actions were required. Ms. Massolo explained that the process involved administrative steps outlined in a memo, which the city needed to complete before lobbying efforts could proceed. She noted that staff, not the Commission, was responsible for handling these steps.

Deputy City Manager Calloway confirmed that staff, not policymakers, should have handled the administrative work before bringing it to the Commission for further action. She stated she had not seen the memo and questioned whether it was ever sent. Commissioner Bolton requested confirmation of its existence and distribution.

Discussion continued about the contract.

Mayor Gomez confirmed consensus for the Ferguson Group to provide details on a month-to-month contract before Wednesday's meeting, with agreement from Commissioner Wright, Commissioner Bolton, and Vice Mayor Daniel.

The City Commission recessed at 12:40 PM and reconvened at 1:10 PM.

1.c Inspiration Way Alternates & We Are Tamarac Presentation
Presented by Maher Mansour, Assistant Community Development Director & George Gadson, Gadson & Ravitz LLC.

Mr. George Gadson, Gadson & Ravitz LLC, provided updates on Inspiration Way Alternates and We Are Tamarac.

Commissioner Bolton returned at 1:16 PM.

Vice Mayor Daniel asked if the presented option was the only choice available. Mr. Gadson confirmed it was the only option and noted that the contract remained largely the same.

Commissioner Patterson requested to see additional design options for the project, including variations in logo, colors, and materials. She expressed concerns about durability, vandalism resistance, and overall budget allocation.

Mr. Gadd explained the current design was recommended by the committee and noted limitations regarding the inclusion of figures or images. He confirmed that the fabricator could explore options to improve vandalism resistance and potentially present alternative designs with different colors or styles to better connect with Tamarac's identity.

Mayor Gomez expressed concerns about the project's alignment with Tamarac's branding and its safety at a busy intersection. While she liked the vibrant colors, she questioned why the design differed from existing city branding and felt the $68,000 expense was not justified, especially with potential changes to public art funding.

Commissioner Wright supported the idea of creating a branded landmark for Tamarac, comparing it to iconic "I Love" signs in global cities. However, he suggested the installation should be in a high-foot-traffic area where people could safely take photos, rather than along a busy street. He agreed with fiscal concerns raised by Mayor Gomez, noting the need to be cautious with art fund expenditures due to potential legislative changes. He questioned the high cost of the sign, emphasizing that the marketing value would only be realized if people could engage with it directly.

Commissioner Bolton supported using public art to boost Tamarac's tourism appeal, suggesting large, colorful "Tamarac" letters similar to signs in Negril, Jamaica. He emphasized choosing a location with high foot traffic, like Veterans Park, and integrating interactive elements, such as a colorful crosswalk. Bolton stressed the need for a clear marketing purpose behind public art to enhance the city's brand and attract visitors. Commissioner Bolton suggested shortening the sign to just "Tamarac" with each letter in a different color to enhance its visual appeal and fit within an Instagram square. He emphasized considering the social media impact and ensuring the design offers strong value for the $68,000 investment.

Vice Mayor Daniel expressed openness to the $68,000 cost, noting that public art is generally expensive. She supported the proposed location on Southgate, emphasizing the importance of maintaining brand continuity by using the same color scheme as the city's logo. She also suggested exploring the idea of an outdoor art gallery on nearby city-owned land, potentially creating a family-friendly attraction that ties into existing parks and art initiatives.

Commissioner Patterson recommended exploring some new locations from highway for signs.

Commissioner Wright supported using "Tamarac" or "One Tamarac" for branding, emphasizing the city's growing recognition and diverse community. He agreed with placing the art in a high-traffic area to boost tourism and create shareable social media moments, aligning with the city's evolving and unified identity.

Mayor Gomez suggested that while the proposed location in Tamarac is good, the art piece might be better suited for a park or a more interactive space where people can safely take photos. She emphasized the need for thoughtful spending and a cohesive branding approach, questioning if this specific piece is the right fit.

Discussion continued.

Commissioner Bolton emphasized the need to align public art with Tamarac's branding, suggesting a fun, standout piece in a park or a prominent intersection like Southgate and University. He noted consensus to bring ideas back to the public art committee with this vision in mind.

Commissioner Patterson left the meeting at 1:57 PM and returned at 1:58 PM.

1.d Commission Initiatives Presentation
Presented by Parks & Recreation Director, Rudolph Galindo

Commissioner Wright left the meeting at 1:58 PM and returned at 2:00 PM.

Vice Mayor Daniel left the meeting at 1:59 PM and returned at 2:02 PM.

Parks & Recreation Director Galindo reviewed the policy initiative presentation including procedures, staff costs, and reimbursement process.

Vice Mayor Daniel raised concerns about limited advertising for some events and high staffing costs. She suggested more kid-focused events and a review of policies to improve marketing and staffing practices. Mr. Justin Barnaby, Recreation Programmer, acknowledged the feedback, noting that decisions are made case-by-case with the involved commissioner.

Mayor Gomez expressed concerns about the consistency and fairness of event advertising and staffing. She highlighted that while banners for some events were displayed well in advance, others lacked visibility. Gomez emphasized the need for a uniform policy on event marketing, including clear guidelines for banners, emails, and flyers. She praised staff efforts but cautioned against overburdening them with event responsibilities, stressing that commissioners should focus on policy, not special events.

City Manager Sucuoglu acknowledged challenges with scheduling and staffing under the current policy, emphasizing that staff strives to accommodate all

commissioner requests. He encouraged the City Commission to review and potentially revise the policy to ensure realistic expectations and better operational efficiency.
Commissioner Patterson commended the Special Events team.

Commissioner Patterson questioned whether the policy from two years ago was meant to control Commission initiatives. Mayor Gomez clarified it was created to guide fund usage, not to limit the Commission. Commissioner Patterson emphasized the need for commissioners to be active in the community and advocated for balancing community engagement with staff workload. City Manager Sucuoglu acknowledged staffing challenges, especially during special events, and suggested better strategic planning. Commissioner Patterson recommended providing staff with the needed resources to manage initiatives effectively and promoting teamwork between the Commission and staff.

Commissioner Patterson emphasized that overtime should be a departmental budget item, not tied to Commission initiatives. She argued that discretionary funds should be used to address community needs, such as assisting residents in emergencies, and suggested renaming "Commission initiatives" to "discretionary dollars" to avoid confusion. She expressed feeling restricted by the current policy and called for adjustments to better align with the city's present needs.

Commissioner Wright praised city staff for their efficiency and emphasized trusting their expertise. He highlighted the need for diverse community events, supported updating policies to meet resident expectations, and suggested creative ideas like drone shows. He advocated for balancing traditional senior programs with fresh, family-oriented activities to reflect Tamarac's evolving community.

Vice Mayor Daniel left the meeting at 2:48 PM and returned at 2:55 PM.

Commissioner Bolton raised concerns about the city's policy on initiative funds and spending transparency. He questioned where purchases such as pens with officials' names, press releases, and donations are allocated, emphasizing that all purchases should serve a public purpose and be tied to an initiative. He challenged the need for commissioners to manage risk and insurance processes, arguing that these are staff responsibilities. Commissioner Bolton also questioned the storage of event equipment and highlighted inconsistencies in policy enforcement, expressing concerns about accountability and fairness.

Commissioner Bolton questioned inconsistencies in applying city policies, reiterating potential misuse of initiative funds for items like personalized pens and T-shirts not tied to public initiatives. He argued the policy seemed selectively enforced and called for clearer guidelines and a more in-depth review to ensure fairness and accountability.

Commissioner Bolton proposed several changes to the commission initiative policy to improve flexibility, clarity, and fairness. He suggested removing strict timing requirements, such as the 120-day, 45-day, and 30-day advance submission rules, as they hinder quick responses to community needs and opportunities. He emphasized shifting risk management responsibilities from commissioners to city staff to avoid conflicts and ensure compliance. Commissioner Bolton recommended that the city attorney verify the public purpose of all initiative forms, providing legal clarity and avoiding potential issues. He called for a clear definition of 'staff' to prevent confusion, particularly regarding whether external partners like law enforcement are considered staff. Additionally, he proposed revising policy language by changing 'shall' to 'may' to allow flexibility in charging expenses to initiative funds and clarifying incidental expenses. Commissioner Bolton also submitted a public records request related to Mayor Gomez's personalized pens to ensure transparency and appropriate use of initiative funds. Finally, he sought consensus from the commission on these proposed changes to update the policy and promote equitable and practical implementation for all commissioners.

Vice Mayor Daniel supported changes to the commission initiative policy, emphasizing the need for fairness and consistency. She expressed frustration with unequal treatment, such as discrepancies in banner displays and procedural inconsistencies that impacted her initiatives. Vice Mayor Daniel agreed with delegating tasks like risk management to city staff, highlighting the importance of efficiency and valuing time as a critical resource. She advocated for allowing staff to handle logistical tasks to ensure fairness and streamline processes.

Commissioner Patterson stressed the need for fairness and consistency in commission initiatives, agreeing with Vice Mayor Daniel that events are not treated equally. She proposed removing risk management duties from commissioners, having the city attorney determine public purpose, clarifying "staff" definitions, and allowing more flexibility with discretionary funds. Patterson suggested separating initiative funds for events from discretionary funds for broader needs and revisiting the policy to align with the city's strategic goals.

Vice Mayor Daniel asked for clarification on whether discretionary funds could be used to help individual residents. City Attorney Ottinot confirmed that if the funds are categorized as discretionary rather than tied to specific initiatives, they could indeed be used to assist individual residents. He noted that initiatives should generally benefit the broader community to avoid the appearance of favoritism, but discretionary funds allow more flexibility for targeted assistance.

Discussion continued.

Commissioner Bolton proposed creating a "Bravo Initiative" that would allow the City Manager to submit names of employees who are performing exceptionally well, with the goal of recognizing and rewarding those employees through an official program.

Commissioner Wright stressed the need for executive staff to take a lead role in managing community initiatives, highlighting limited commissioner resources. City Manager Sucuoglu responded that the city could establish its own social services if desired and clarified that the 120-day planning requirement applies mainly to large events, with flexibility available for smaller initiatives.

Commissioner Wright noted that residents often expect officials to influence decisions, despite ethical limits. He stressed the need for flexibility, improved processes, and effective use of funds to benefit the community.

Commissioner Bolton called for consensus on his proposed changes to the policy, suggesting it should be discarded altogether if the commission agrees. He also requested consensus on items raised by Commissioner Patterson, Vice Mayor Daniel, and Commissioner Wright to move forward.

Mayor Gomez summarized the discussion including a request for a revised policy that aligns with current needs and reflects this commission's direction. She emphasized looking at how other cities handle discretionary and initiative funds, possibly creating clear categories to avoid any unintended issues while ensuring the commission can effectively serve the public.

Mayor Gomez clarified that she requested both a general policy overhaul and, in the interim, the removal of the six specific items mentioned by Commissioner Bolton. She noted that Commissioner Patterson supports this approach, combining an immediate adjustment with a broader review of the policy.

Commissioner Bolton disagreed and outlined the six specific items he was seeking consensus on. Commissioner discussed items they would support.

There was consensus to direct staff to proceed with the indicated staffing charges for Mayor Gomez and Commissioner Wright's events.

1.e TO2574 - Certificate of Use Ordinance Discussion
Presented by Maxine Calloway, Deputy City Manager & Community Development Director

Item 1.e was moved to the February 12, 2025 meeting agenda.

1.f TO2580 - No Trespassing on City Private and Public Waterways Ordinance Discussion
Presented by Maxine Calloway, Deputy City Manager & Community Development Director

Deputy City Manager & Community Development Director Maxine Calloway provided a brief background and presented the proposed ordinance language.

Vice Mayor Daniel asked about the 100-feet distance requirement and mentioned preferring Coral Springs' approach. Vice Mayor Daniel mentioned that Commissioner Bolton wanted to align with the rules set by Fish and Wildlife. She suggested that if Fish and Wildlife regulations state that fishing cannot be restricted, then the city should leave it as is.

Deputy City Manager Calloway stated that while the city is preempted, they reviewed how other municipalities handle the issue, specifically citing Pembroke Pines as a model for the proposed approach.

Commissioner Bolton suggested tabling the item until Wednesday to allow time to gather more information, specifically wanting to review the official stance of the Fish and Wildlife Conservation Commission, as the current information did not provide enough clarity.

Commissioner Patterson left the meeting at 5:03 PM and returned at 5:04 PM.

A brief discussion ensued about signage.

Commissioner Patterson highlighted the need to balance allowing residents to fish in local canals with preventing trespassing by non-residents. She suggested a broader trespassing ordinance to address concerns about strangers entering private property and causing issues for homeowners. Commissioner Patterson called for more discussion to find a solution that maintains safety while preserving community access to fishing.

Mayor Gomez explained that the proposed ordinance aims to address concerns from residents in areas like Vanguard Village about trespassers fishing in their backyards, often at night. Issues include safety concerns, littering, and damage caused by discarded fishing equipment. The goal is to ensure residents feel secure in their homes while allowing fishing in designated city parks. This ordinance has been in discussion since 2010, with staff presenting a comprehensive approach to balance safety and community access. Mayor Gomez thanked staff for their efforts in finding a compromise that balances safety with allowing residents to enjoy recreational activities like fishing, ensuring both security and community opportunities.

Commissioner Wright raised concerns about cars blocking traffic near the Woodlands entrance due to fishing activities. He emphasized the need for clear regulations to address parking and fishing safety, especially in freshwater areas, and suggested clearer guidelines for public and private space use.

Mayor Gomez asked the City Clerk to review Vice Mayor Daniel's friendly amendment.

City Clerk Dillon stated Vice Mayor Daniel suggested signage must come from city staff and not from an HOA or citizen.

Discussion ensued about enforcement.

There was consensus to remove the item from the February 12, 2025 agenda.

1.g TO2583 - Landlord Registration Program Discussion
Presented by Maxine Calloway, Deputy City Manager & Community Development Director

Item 1.g was moved to the February 12, 2025 meeting agenda.

1.h Discussion and Direction on Tamarac Code of Ordinances, Section 3-4

“Special Permit Required for Extended Hours"
Presented by Maxine Calloway, Deputy City Manager & Community Development Director

Deputy City Manager & Community Development Director Maxine Calloway provided a brief presentation.

Commissioner Bolton suggested either repealing the policy altogether or delegating the responsibility to staff instead of the City Commission, making it an administrative process. He proposed changing Section B to a two-year term instead of one year and recommended keeping the revocation process in Section E before the dedication. He asked his colleagues to consider these options or present their own.

Commissioner Wright, Vice Mayor Daniel, and Commissioner Bolton supported Option B.

Mayor Gomez suggested increasing the fee from $500 to $1,000 since the term is now two years instead of one, noting that businesses are making money during this period.

1.i TO2584 - Creation of the "Senior Citizens Advisory Committee."
Development Director

Item 1.i was heard before Item 1.f.

City Clerk Kimberly Dillon presented the purpose, composition, eligibility, membership terms, appointment process, and next steps for the Senior Citizens Advisory Committee.

Commissioner Patterson thanked colleagues for supporting the senior advisory initiative, suggesting a name change to "Senior Advisory Committee" for a modern touch. She recommended only residents, not business owners, serve on the committee, advocated for diversity, and proposed shorter, renewable terms instead of full commission terms. She also advised using "55 and up" instead of "elderly" to better represent the senior demographic. Overall, Commissioner Patterson supported the initiative with these adjustments.

Commissioner Bolton asked who would serve as the staff liaison for the Senior Advisory Committee, suggesting Commissioner Patterson have input on the selection. City Clerk Dillon explained that the liaison handles meeting logistics, minutes, and reporting to the City Manager, with the board deciding meeting frequency.

There was consensus to support Commissioner Patterson as the committee liaison and change name to Senior Advisory Committee.

Discussion ensued about term limits.

Commissioner Patterson clarified that as long as the policy is not restrictive and does not require members to serve the entire term, she is fine with it.

Commissioner Wright agreed with keeping the term concurrent with the appointing commissioner's term but supports removing the business owner eligibility. He believes senior residents can better articulate community needs as patrons of local businesses.

Mayor Gomez summarized that the only two changes needed are updating the name to "Senior Advisory Committee" and removing the business owner eligibility, with the final decision scheduled for Wednesday.

Adjournment

There being nothing further to discuss, Mayor Gomez adjourned the Commission Workshop at 5:31 PM.

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

____
Kimberly Dillon, City Clerk

____
Michelle J. Gomez, Mayor

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 Workshop.

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

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

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.b

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the February 12, 2025 Regular Commission Meeting Minutes
RECOMMENDATION:	N/A

ATTACHMENTS:

021225 COT- CC Regular Meeting 1st Draft Minutes.docx

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING MINUTES

Commission Chambers
Wednesday, February 12, 2025
7:00 PM
1st Draft Minutes

CALL TO ORDER:

Mayor Michelle J. Gomez called the Wednesday, February 12, 2025, City Commission meeting, being held in Commission Chambers, to order at 7:02 p.m.

ROLL CALL:

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

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

PLEDGE OF ALLEGIANCE: Mayor Gomez

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

1. CITY ATTORNEY REPORT

No report.

2. CITY MANAGER REPORT

2.a Black History Month Proclamation

Mayor Gomez confirmed the proclamation would be presented during the Black History Month Celebration on February 26, 2025.

2.b Investment Report – December 2024

City Manager Sucuoglu congratulated Tamarac entrepreneurs Faith Richards, Samuels Hans Cadet, and Olga Alvarado for completing Broward College's BCX Small Business Bootcamp, with recognition planned at an upcoming commission meeting. City Manager Sucuoglu provided an update on the renewed partnership with Waste Management, encouraging residents to connect online for service information, schedules, and requests. The "One Tamarac" multicultural celebration drew over 3,000 attendees, and residents were urged to attend future events, including "Groove on the Grass" on March 7 and "Movie in the Park" on March 14. City facilities will be closed on February 17 for Presidents' Day. The Community Survey for the Glades Golf Course design is open, with a Q&A workshop scheduled for February 26 at Colony West. The next City Commission meeting is set for February 26 at 9:30 a.m., featuring celebrations for Black History Month and Women's History Month nominees.

3. <u>PUBLIC PARTICIPATION</u>

Mayor Gomez briefly reviewed the rules for public participation and opened the floor to comments from the public. She also clarified that public comments are now allowed during ordinances on first reading, though consent agenda items remain excluded.

1) Carol Mendleson, Woodmount, identified herself as "one of the Tamarac Five," speaking for herself and residents who feel unheard. She thanked Mayor Gomez and Commissioner Wright for listening but criticized other commissioners for ignoring concerns. She raised issues with taxpayer spending, including additional aides and discretionary funds, while salary equity and water bill problems remained unresolved. She noted her past request for a water usage app was rejected as too costly, despite plans to hire more aides. Ms. Mendleson praised the fire department’s 50th anniversary event, commended Chief Annese, and celebrated the new fire truck at District Four’s Station 36, enhancing local safety.

2) Sharon Spring, Exeter West, a former City of Tamarac employee, expressed disappointment over the lack of responsiveness from commissioners. She noted that specific response guidelines were in place when she worked for the city. She shared that her email to her commissioner had gone unanswered for over a week, which she felt was unreasonable. Spring praised former Commissioner Villalobos for being highly accessible and communicative through community visits, social media, and responsiveness to residents' concerns. She urged current commissioners to fulfill their commitment to represent and support residents, emphasizing the need for improved accessibility and communication.

3) Kate Johnson, Mainlands 4, thanked Mayor Gomez and Commissioner Wright for listening to residents and showing respect during public comments. She supported Commissioner Bolton’s wellness initiative but requested more details on funding and plans. Ms. Johnson suggested avoiding scheduling conflicts between city events, citing the overlap between Commissioner Bolton’s event and the fire department's 50th anniversary celebration, which she prioritized due to its importance. She praised Chief Annese and the event’s demonstrations. Johnson asked about the nearly $1 million from the 13th Floor Development for communities affected by the Woodlands project, noting no updates on the application process for those funds. She expressed interest in applying for funds to support her community clubhouse.

4) Dr. Darcy Schiller, King's Point, praised the fire department and EMTs for saving her life twice, expressing deep gratitude for their service. She questioned the reported attendance of 3,000 at the multicultural event, suggesting the count may have included a large number of children rather than adults. Ms. Schiller raised concerns about a poster displayed at the meeting, arguing it was inappropriate and comparable to publicly criticizing a commissioner by name, which is not allowed. She urged the commission to address the issue, warning that allowing such displays could lead to chaos if everyone started bringing posters to meetings.

5) Jeffrey Shapiro, 6104 Orchard Tree Lane, expressed concerns about the election process for city commissioners, stating that securing office with around 25% of district voters is unfair to all taxpayers. He believed commissioners often prioritize their own districts over the broader interests of the entire city. Mr. Shapiro suggested that if all residents voted for each commissioner, it might lead to a more unified approach to decision-making and improve consideration for the entire community. He emphasized the need for change to ensure fair representation and better outcomes for all citizens.

6) Mark Goggin, East Tamarac, thanked the commissioners and mayor who support the community and emphasized that all officials should understand their job descriptions. He noted the positive attorney's report with nothing to address, suggesting the city must be in good standing unless there are hidden issues. Mr. Goggin echoed concerns about scheduling conflicting events, highlighting the importance of supporting the fire department, which has served the city for 50 years. He praised the Parks Department Director and his assistant for collaborating with Tamarac Lake South, North, and other communities to bring classes to the eastern part of the city, reducing the need for residents to travel long distances.

7) Patti Lynn, Mainlands 8, expressed concerns about government spending, particularly on the commission and mayor's offices, noting the expenses for aides, car allowances, and other benefits. She questioned why part-time roles were treated as full-time positions, especially when some officials held or pursued additional full-time jobs. Ms. Lynn suggested reviving the city's resource guide for new residents, highlighting the importance of providing information on mental health and other services, including in multiple languages. She shared a recent experience involving a neighbor in a mental health crisis, detailing the involvement of BSO and Henderson Clinic Mobile Crisis. While the individual did not qualify for the Baker Act, she emphasized the need for more mental health support in the community.

4. <u>CONSENT AGENDA</u>

4.a Approval of the January 6, 2025, Commission Workshop Minutes.

4.b Approval of the January 8, 2025 Commission Meeting Minutes.

4.c Approval of the January 22, 2025 Commission Meeting Minutes.

4.d **TR14194 - A Resolution of the City Commission of the City of Tamarac, Florida; approving the City of Tamarac 2025 Federal Legislative Agenda; directing the City Clerk to transmit a copy of the City of Tamarac 2025 Federal Legislative Agenda to the National League of Cities, the U.S. Senators from Florida, Florida Congressional Delegation and the Broward County Board of County Commissioners; providing for conflicts; providing for severability; and providing for an effective date.**

4.e **TR14195 - A Resolution of the City Commission of the City of Tamarac, Florida; approving amendment #16 to the agreement between the City of Tamarac and the Ferguson Group, LLC, for federal lobbying services, extending the term of the agreement for a one-year period effective February 13, 2025 at a cost not to exceed eighty-five thousand five hundred ($85,500.00) dollars per year; authorizing the appropriate City Officials to execute amendment #16 to the agreement; providing for conflicts; providing for severability; and providing for an effective date.**

4.f **TR14214 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the award of request for Proposal Number 25-03R, and execution of an agreement between the City of Tamarac and Tischler Bise, Inc., a Florida corporation, attached hereto as Exhibit "2" and incorporated herein; for the performance of a development impact fee study, and update to the city's development impact schedule of fees and ordinance, in the amount of ninety-nine thousand, four hundred ($99,400.00) dollars; and authorizing an appropriation of ninety-nine thousand, four hundred ($99,400.00) dollars to fund the cost of the proposed agreement between the City of Tamarac and Tischler Bise, Inc; providing for conflicts; providing for severability; and providing an effective date.**

4.g **TR14215 - A Resolution of the City Commission of the City of Tamarac, ratifying past FY2025 expenditures with Stantec Consulting Services, Inc., Nunc Pro Tunc, in the amount of $70,970.00; authorizing the appropriate city officials to execute associated contract documents; authorizing expenditures from the appropriate accounts; authorizing the appropriate city officials to approve the purchase of additional new engineering and design services from Stantec Consulting Services, Inc., up to a total of $65,000, in accordance with the Tamarac Procurement Code; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.**

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

Commissioner Bolton requested to pulled item 4.e. Mayor Gomez stated Robert's Rules requires a roll call after the motion.

Motion Failed: 3-2.

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

Commissioner Bolton requested to pull item 4.e again.

Discussion ensued about when the item would be heard.

Moved by Commissioner Bolton; seconded by Vice Mayor Daniel, to approve the remainder of the Consent Agenda.

Mayor Gomez asked for clarification from Commissioner Bolton on item 4.e.

Motion Passed: 5-0.

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

City Attorney Ottinot read the title of 4.e for the record.

Moved by Commissioner Bolton; seconded by Vice Mayor Daniel, to adopt Resolution TR14195.

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

Commissioner Bolton asked if the lobbyists provided month-to-month and quarterly options. Deputy City Manager Maxine Calloway confirmed the lobbyist was present virtually with the proposal and zip code information. He noted a 2020 memorandum was sent to Kathleen Gunn and Laura Karpaviciute but was not shared with the City Commission.

Commissioner Bolton and Val Massola, from the Ferguson Group, discussed options for month-to-month and quarterly lobbying services. Ms. Massola explained that a month-to-month contract would include a 35% increase, while a quarterly contract would have a 15% increase, with the annual rate remaining the same. The monthly cost would be $9,562.50, and the quarterly rate would be $24,437.50.

Commissioner Bolton asked the City Attorney Ottinot if it was appropriate for the City Commission to negotiate contract terms with a vendor. The City Attorney confirmed the Commission had the discretion to revise business terms, including pricing. Commissioner Bolton expressed discomfort with direct negotiation and suggested allowing staff to finalize terms if the Commission chose a month-to-month, quarterly, or annual agreement, or decided to seek a new vendor.

Vice Mayor Daniel asked if the contract expiring in February could extend through March with an additional 30 days, effectively creating a month-to-month arrangement. City Attorney Ottinot explained that a month-to-month contract would continue under the same terms but without a fixed term and that staff could negotiate the month-to-month pricing if directed by the Commission. Vice Mayor Daniel expressed openness to a month-to-month option if staff could negotiate a better price, noting that a 35% increase seemed high.

Commissioner Wright supported a one-year contract with the current firm, citing respect for their 17 years of service and allowing time to find a new firm. He noted uncertainty with a month-to-month option, which could cost an additional $2,000 per month. City Manager Sucuoglu estimated it would take at least 30 to 45 days to complete the process for new services. Commissioner Bolton pointed out that a three-month, month-to-month agreement would cost around $28,000, while a quarterly contract at a 15% increase would be $24,000. Commissioner Wright concluded that the quarterly option was more fiscally responsible.

Mayor Gomez supported a one-year contract with the current lobbyist, emphasizing stability during the legislative session and avoiding disruption. She noted that while a quarterly option might seem cost-effective, it could reduce effectiveness and continuity. She recommended maintaining the current lobbyist through the year to ensure strong representation for Tamarac.

Commissioner Patterson asked if there would be a delay in onboarding a new firm regardless of choosing a quarterly or annual contract. City Manager Sucuoglu confirmed that even with an annual contract, the city would face the same procurement process. Starting early could help present options sooner, but ultimately, the city would still need to manage the transition to a new vendor, regardless of the contract term.

Vice Mayor Daniel noted that whether the contract was monthly, quarterly, or annual, the city would still need to manage the transition to a new vendor. She was open to other options and supported staff negotiating a better deal. While preferring a monthly contract, she would agree to a quarterly option if it meant a better rate than the 15% increase. She questioned the necessity of a lobbyist, pointing out that other cities manage without one and expressing doubt about the impact of a short-term gap in services. She praised the grant administrator's work and suggested the delay might not be significant.

Ms. Massola explained that the legislative session would run through the fall, noting that shifting policies and executive orders could impact funding for immigration, healthcare, and housing. She emphasized the need for expert guidance to navigate changing grant processes and maintain existing funds, warning that without proper support, the city could lose millions in potential funding.

Mayor Gomez thanked Ms. Massola and noted that issuing an RFP during a busy legislative season might not attract the best applicants, as lobbying firms would likely be focused on their current clients. She expressed concern that this timing could limit the pool of qualified candidates and potentially prevent the city from seeing a full range of worthy options.

DRAFT

Amended Motion by Commissioner Bolton to extend the contract for three (3) months, subject to staff negotiating the price and terms of the agreement. There was no second.

Discussion ensued about contract negotiation.

Commissioner Bolton asked Ms. Massola if a six-month contract could be offered at half the annual rate of $85,000 to balance having a lobbyist with fiscal responsibility. Ms. Massola replied that, with the current contract ending today, she could not unilaterally make that decision and noted the challenge of the situation given the different views expressed by the City Commission.

Discussion continued about the contract being presented.

Amended Motion by Commissioner Bolton; seconded by Vice Mayor Daniel, to have staff negotiate the terms not to exceed six (6) months and negotiate the price with The Ferguson Group.

Motion Passed: 3-2.

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

5. <u>REGULAR AGENDA</u>

5.a TR14213 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the special extended hours permit for La Taberna Nightclub located at 5303 North State Road 7, Tamarac, Florida, allowing alcohol sales and consumption on-premises only from 2:00 a.m. to 4:00 a.m. on Thursdays, Fridays, and Saturdays, in accordance with Section 3-4 of the City of Tamarac Code of Ordinances; 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, to adopt Resolution TR14213.

Mayor Gomez opened public comment.

1) Dr. Darcy Schiller, King's Point, expressed opposition to allowing alcohol sales from 2 to 4 a.m. in residential areas, citing concerns about safety, accidents, and community well-being. She emphasized that while this may create financial challenges for the business, the city does not need to encourage late-night drinking, which could lead to more alcohol-related incidents and safety risks.

She urged the commission to consider the broader impact on the community and vote against the proposal, noting her stance was not a personal attack on the business owners.

Mayor Gomez closed public comment.

A representative for the applicant requested a two-hour extension for alcohol sales, explaining that most customers arrive around 1 a.m., leaving a short window for business. The representative emphasized the business's clean record with the city, adherence to all laws, and expressed appreciation for the commission's consideration of the request.

Commissioner Bolton asked and Deputy City Manager Calloway confirmed that the applicant has operated in Tamarac for four to five years. The business was initially permitted to operate until 2 a.m., with an extension to 4 a.m. approved last year. The commission previously approved a similar request for restaurant in the same plaza. Staff recommended approval, noting the request is identical to the prior application.

Commissioner Bolton asked the City Attorney about legal ramifications if the commission denied this applicant while approving a previous one. City Attorney Ottinot advised that while any decision made by the commission would be defended, it is important to treat all applicants, especially those in the same complex, consistently.

Commissioner Bolton asked Deputy City Manager Calloway if the property was residential or commercial. Deputy City Manager Calloway confirmed it was in a commercial zone, appropriately operating until 4 a.m. for the past year with minimal service calls. Commissioner Bolton noted no grounds to deny the application and wished the business good luck.

Vice Mayor Daniel asked the applicant's representative about handling intoxicated patrons. The representative explained that staff would involve security, offer water, and arrange an Uber if a customer appeared unfit to drive, confirming this procedure was always followed.

Commissioner Bolton questioned the applicant's representative about liquor license rules and handling intoxicated patrons. The representative stated the policy was to stop serving alcohol to visibly drunk customers and use Uber if needed. Commissioner Bolton emphasized bartenders should cut off service before patrons become too impaired, highlighting the need to protect senior residents.

Mayor Gomez opposed extending alcohol service to 4 a.m., citing past issues in the area from July to December. She acknowledged that while problems might not directly stem from the applicant's business, the neighborhood's residential proximity and potential noise disturbances made 2 a.m. a more appropriate closing time.

Motion Approved: 3-2.

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

6. ORDINANCE(S) - FIRST READING

6.a. TO2574 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 12, "Business Tax Receipts Regulations," by creating Article XIV, entitled "Certificate of Use"; providing for the requirement of a certificate of use for all new tenants in commercial properties prior to the issuance of a business tax receipt requiring commercial property owners to resolve existing code and safety violations and existing liens before a certificate of use is issued to a new tenant; providing for penalties; 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, to adopt Ordinance TO2574 on first reading.

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

City Manager Calloway presented the proposed ordinance amendment to introduce a certificate of use process under Chapter 12 of the business tax receipt regulations. The amendment, part of Tamarac's strategic planning since 2024, would prevent issuing business tax receipts to new tenants if property violations or liens exist. Most commercial properties in the city could be impacted, with several plazas currently under violations or liens. The process would require a certificate of use review before granting a business tax receipt, ensuring zoning compliance and resolving any outstanding issues. Penalties for non-compliance include fines of $250 for first violations and up to $500 for repeat offenses.

Vice Mayor Daniel confirmed with Deputy City Manager Calloway that the ordinance would prevent new businesses from occupying spaces with outstanding liens or code violations. While a $250 fine may not impact large businesses, blocking business tax receipts would enforce compliance. Vice Mayor Daniel supported the measure as a strong tool to improve plaza maintenance, especially in District Four.

Commissioner Patterson and Deputy City Manager Calloway discussed the certificate of use ordinance, confirming it would block new businesses from opening in plazas with outstanding liens or code violations, even for minor issues like landscaping. City Manager Sucuoglu added that safety inspections would ensure compliance before occupancy. Commissioner Patterson expressed concern about the ordinance's broad impact but acknowledged its goal to improve the city's appearance.

Mayor Gomez commented that while she supported exploring options to address plaza maintenance issues post-COVID, the proposed ordinance was too harsh. She expressed concern that blocking new businesses from opening in plazas with minor code violations would discourage investment and hurt property owners who may already be struggling. She advocated for a more balanced approach, allowing flexibility for plaza owners with improvement plans and focusing on safety and significant structural issues rather than cosmetic requirements. She emphasized the need to support business growth while maintaining reasonable standards.

Vice Mayor Daniel supported the ordinance, emphasizing that Tamarac's plazas have had years to improve, and that the city offers grants to assist with renovations. She noted that while neighboring cities like Lauderhill, Lauderdale Lakes, and Coral Springs have thriving, updated plazas, many in Tamarac remain poorly maintained. She stressed the need for a strong approach to ensure property owners take action, highlighting that neglected plazas hurt the city's image and prevent attracting quality businesses and restaurants.

Mayor Gomez supported plaza improvements but cautioned against strict measures that block new businesses. She noted many plazas are under new ownership and transitioning. She advocated for requiring improvement plans from owners instead of harsh penalties, emphasizing collaboration to maintain a business-friendly approach while ensuring compliance.

Motion Approved: 4-1.

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

6.b TO2583 - An Ordinance of the City Commission of the City of Tamarac, Florida, establishing the "Landlord Registration Program" by amending Chapter 13 entitled “Miscellaneous Offenses” of the city’s code of ordinances, by renaming Section 13-9 to “Landlord Registration Program” to require the registration of residential rental properties; providing definitions, establishing registration requirements, violations and specifying enforcement mechanisms; relocating the “Landing and Take Off of Hot-Air Balloons” section from Section 13-9 to Section 13-10; providing for codification;

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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; seconded by Commissioner Patterson, to adopt Ordinance TO2583 on first reading.

Mayor Gomez opened public comment.

1) Eileen Lieberman Michelson, 4809 Woodlands, urged the Commission to pass the ordinance and requested an online database for contact information of leased properties and vacation rentals. She highlighted issues with contacting property owners, particularly when companies are located out of state or internationally. She suggested creating a searchable database by address to provide homeowner associations with access to names, phone numbers, and contact details, enhancing communication and management of rental properties.

Mayor Gomez closed public comment.

Deputy City Manager Calloway presented Ordinance 2583, establishing a landlord registration program for over 7,000 rental properties in the city. The program aims to improve property management and provide code compliance with owner contact information for maintenance issues. The ordinance applies to all long-term rentals, including single-family homes, duplexes, and triplexes. A $75 registration fee will be proposed at the February 26 meeting. The ordinance includes application requirements, fee provisions, and enforcement for false information.

Mayor Gomez asked Deputy City Manager Calloway about the penalty for non-compliance with the landlord registration ordinance. Deputy City Manager Calloway explained violations would go through the code enforcement process, with potential fines. The city could verify rentals through complaints, the property appraiser's website, or by speaking with residents. Mayor Gomez raised concerns about enforceability, especially if tenants pose as owners, and questioned the need for annual registration if there are no changes in ownership or tenants. She supported a public database for landlord contacts but suggested updates only when changes occur to avoid unnecessary renewals.

Commissioner Patterson and Deputy City Manager Calloway discussed the annual renewal for the landlord registration ordinance. Commissioner Patterson suggested applying fees only for failure to register and proposed annual inspections for multi-family properties. Deputy City Manager Calloway confirmed the ordinance aims to create a landlord registry for code enforcement and communication, not for business tax receipts.

Commissioner Bolton and City Manager Sucuoglu discussed the rationale behind the landlord registration program, noting challenges in contacting property owners for code violations. Deputy City Manager Calloway added that existing resources like water accounts and property appraiser records often lack complete contact information. Commissioner Bolton questioned the effectiveness of the program, comparing it to other cities like Coral Springs and Fort Lauderdale, and suggested benchmarking success rates. Deputy City Manager Calloway agreed to provide more data before the second reading and explore the potential use of program fees for community improvements, such as a curb appeal program.

Commissioner Patterson suggested focusing the ordinance on multi-family units and exploring alternatives for single-family properties through the abandoned property registry. Deputy City Manager Calloway confirmed the registry could be expanded for properties with exterior issues. Patterson recommended a no-fee registration program unless landlords fail to register or renew and noted that better communication with property owners could help address violations.

Commissioner Wright opposed separating multi-family and single-family properties, citing issues with single-family homes in District 2 and advocating for the ordinance to apply to both property types.

Commissioner Bolton expressed hesitation about supporting the ordinance, raising concerns about public records under Chapter 119. He noted that if landlord information is not exempt from public disclosure, it could lead to misuse by realtors and politicians, resulting in increased robocalls, texts, and emails to landlords.

Mayor Gomez supported the ordinance, noting that landlord information is widely available and there are ways to improve communication with landlords and realtors. She emphasized that the registry would not involve home inspections and would help communities lacking internal registration processes. She expressed support for considering fee structures later and confirmed her approval of the ordinance.

Motion Approved: 5-0.

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

6.c TO2584 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending Chapter 2, Administration, "Article III, "Boards, Committees, Commissions," of the City of Tamarac Code of Ordinances, by renaming and

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amending Division 7, titled “Reserved”, to "Senior Advisory Committee" and adding content thereto; providing for conflicts; providing for severability; providing for codification and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Patterson; seconded by Commissioner Bolton, to adopt Ordinance TO2584 on first reading.

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

Commissioner Patterson thanked her colleagues for supporting the initiative and expressed excitement about working with the advisory committee for residents 55 and older. She emphasized the importance of giving this demographic a voice as the city grows and ensuring they feel included in the community's progress.

Mayor Gomez expressed concern about the provision allowing the City Commission to remove a board member by majority vote, noting that it could enable three commissioners to remove an appointee without valid reason. She suggested removing this language from Section 2-208, emphasizing that removal should only occur if a board member is not fulfilling their duties, with input from the staff or commission liaison.

Commissioner Bolton confirmed with Assistant City Clerk Barros that the removal process for the board was consistent with Tamarac’s six other boards. City Attorney Ottinot stated that maintaining consistency is a policy decision. Commissioner Patterson noted the commission previously agreed to match policies with other boards, including allowing commissioners to remove their appointees. Mayor Gomez raised concerns about the majority vote removal policy, suggesting it could undermine individual appointments and recommended reviewing this policy for all boards.

Commissioner Bolton and Mayor Gomez discussed board appointment and removal processes. Commissioner Bolton questioned the fairness of commission approval without removal power. Mayor Gomez emphasized the need for specific removal criteria. Commissioner Bolton suggested keeping the process consistent with other boards and addressing potential changes to all board rules later, supporting Commissioner Patterson's original proposal.

Motion Approved: 5-0.

Voting For: Commissioner Wright, Commissioner Bolton, Commissioner Patterson, Vice Mayor Daniel, and Mayor Gomez. Voting Against: None.
The City Commission recessed at approximately 9:32 p.m.

The City Commission reconvened at approximately 9:48 p.m.

7. ORDINANCE(S) - SECOND READING

7.a TO2582 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 2 of the city's Code of Ordinances, entitled "Administration", by specifically amending Section 2-34 entitled "Comprehensive Procedures for City Commission Meetings" by amending subsection (g) to revise the "Order of Business" relating to Public Participation

City Attorney Ottinot read the title for the record.

Moved by Commissioner Patterson, seconded by Vice Mayor Daniel, to adopt Ordinance TO2582 on second reading.

Mayor Gomez opened public comment.

1) Dr. Darcy Schiller, King's Point, expressed concerns about moving public comments to the end of commission meetings, emphasizing the impact on seniors, working families, and those with children. She urged the commission to consider starting meetings at 6:30 p.m. to allow more residents to participate without staying late into the night. She highlighted the challenge for Kings Point residents and asked the commission to reconsider the proposed change to ensure all voices could be heard.

2) Robert Thompson, 8150 West McNab Road, voiced frustration about moving public comments to the end of commission meetings, feeling it silences residents and limits their opportunity to participate. He emphasized the importance of listening to constituents and shared his own experience as an elected official who responded to every email, even from non-constituents. Mr. Thompson urged the commission to keep public comments at the beginning of meetings to ensure residents have a voice in city decisions.

3) Carol Mendelson, District 4, criticized the decision to move public comments to the end of commission meetings, viewing it as an attempt to stifle residents' voices. She stated that the "Tamarac Five" would continue advocating for the community, even if it meant staying late into the night. Ms. Mendelson expressed disappointment in the majority of the commission, feeling they were not listening to constituents. She thanked Mayor Gomez and Commissioner Wright for opposing the change and emphasized the importance of public input

in city decisions. She urged the commission to prioritize justice, equality, and the voices of the community.

4) Candace West, Tamarac Lakes Notes, noted that many young, hardworking residents are moving into Tamarac and want to collaborate with local government. She expressed concern that moving public comments to the end of meetings feels punitive and could hinder community engagement. She urged the commission to reconsider and maintain a collaborative environment between citizens and local government.

5) Kate Johnson, Mainlands 4, opposed moving public participation to the end of meetings, stating it limits residents' ability to address important agenda items. She noted no other local city does this and emphasized that early public comments have influenced commission decisions, such as the Kings Point renaming. Ms. Johnson argued that this change is exclusionary and urged the commission to prioritize residents' voices.

6) Jeffrey Shapiro, Woodlands, also opposed moving public participation to the end of meetings, stating it discourages residents from attending and risks limiting public input if meetings run late. He warned that this approach could harm the city's reputation and urged the commission to keep public participation at the beginning of meetings.

7) Mark Goggin, East Tamarac, expressed strong opposition to moving public participation to the end of meetings, stating residents have the right to speak first, as in other cities. He emphasized that commissioners work for the taxpayers and should listen to constituents respectfully, adding that Tamarac's reputation is already suffering due to the perceived disregard for public input.

8) Patti Lynn, Mainlands 8, expressed frustration with moving public comments to the end of meetings, stating it stifles public input and prevents residents from addressing the Consent Agenda. She emphasized that many residents, including the "Tamarac Five," are active and engaged, not just "old retired people." She urged the commission to reconsider the decision and prioritize community voices.

9) Heather Craig, Woodmont, longtime business owner, opposed moving public participation to the end of meetings. She emphasized that doing so suggests a lack of transparency and disregards residents' time and input. Ms. Craig highlighted that exceptional customer service, as the city's mission states, involves prioritizing community voices and ensuring transparency. She urged the commission to reconsider the proposed change.

10) Lauren Fair, District 4, voices strong opposition to moving public comments to the end of meetings, stating it would stifle residents' voices. She emphasized that Tamarac has many seniors, parents, and early rising workers who deserve the opportunity to speak. Ms. Fair supported starting meetings earlier to accommodate residents. She addressed Commissioner Daniels directly, noting her commitment to serving all residents "from babies to grandparents," and questioned how this goal could be met if residents cannot stay late to share their concerns.

11) Viola Watson, Lakes of Carriage Hills, objected to moving public comments to the end of meetings, questioning why the Commission would silence residents' voices. She emphasized the need to hear from the public to make informed decisions and noted that many had already left the meeting, feeling discouraged.

Mayor Gomez closed public comment.

Vice Mayor Daniel clarified that public participation at the end is only for non-agenda items. She emphasized residents could speak on agenda items when they are discussed and that staff would be available at the start of meetings for immediate concerns. She noted her suggestion to keep public participation during night meetings at the beginning, but it wasn't adopted, and stressed no voices were being stifled.

Commissioner Patterson asked City Manager Sucuoglu to clarify public participation rules. City Manager Sucuoglu explained that previously, public participation was only allowed on certain agenda items, excluding first readings, the consent agenda, and workshops. The proposed change moves general public participation (for non-agenda items) to the end of meetings while still allowing public comment on specific agenda items during their discussion. Commissioner Patterson emphasized that this change is not intended to limit voices but to focus on efficiently handling city business. She supported the change to respect the developers and those involved in special exception items.

Commissioner Bolton supported moving public participation to the end of meetings but suggested allowing residents to speak at workshops as well, especially on consent agenda items. He emphasized that residents still have opportunities to participate through emails, public forums, and meetings. He encouraged residents to take advantage of these channels.

Mayor Gomez emphasized that moving public participation to the end could limit residents' ability to speak on key items, especially consent and workshop issues. She noted that developers and business owners are prepared for late meetings, but

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residents may feel discouraged. She expressed concerns about the impact on transparency and public engagement, stressing that input may not always align with expectations. Still, the focus should be on teamwork for the city's improvement.

Commissioner Patterson clarified that moving public participation was intended for efficiency, not politics. She emphasized that the goal was to improve meeting flow and foster developer partnerships. Commissioner Patterson encouraged reviewing the original workshop discussions for better understanding.

Commissioner Bolton clarified that public participation allows residents to speak on agenda items, excluding consent, and suggested speaking at workshops to address concerns. He emphasized that public participation is for non-agenda items and that residents can still engage with staff or commissioners after discussions.

Mayor Gomez and City Manager Sucuoglu discussed changes to public participation, particularly for consent agenda items. Mayor Gomez stated that if there is only one workshop a month, and people are allowed to speak on workshop items that will be moved to the consent agenda, there will only be one consent agenda a month. Discussion ensued with Mayor Gomez and City Manager Sucuoglu discussing subjects related to items placed on consent, meeting dates and people's participation in workshops. The Mayor expressed concerns about longer workshops and whether residents could still comment on consent agenda items after they were discussed.

Discussion continued about public participation, consent agenda, and agenda order.

City Attorney Ottinot clarified that the consent agenda is created by management, but commissioners have the right to pull any items for public discussion if needed. This allows for public participation on specific items as required.

Motion Approved: 3-2.

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

8. PUBLIC HEARING(S) – SECOND READING

There were none.

9. QUASI-JUDICIAL HEARING(S)

9.a TBO92 - Board Order approving/denying Variance applications to allow for relief from the following sections of the City of Tamarac Code of Ordinance at 5600

North University Drive, Tamarac, Florida 33319: Section 10-4.10(E)(2)(a); Table 10-4.12: Façade Sign Standards, and Section 10-4.10(E)(2)(b)(vii).

City Attorney Ottinot read the quasi-judicial procedures, and the title for the record.

Assistant City Clerk Monica Barros swore in those witnesses intending to speak.

City Commission members had no ex-parte communications to disclose.

Moved by Commissioner Bolton, seconded by Commissioner Wright, to adopt Ordinance TO2511.

Ms. Hope Calhoun, on behalf of the applicant, made a presentation for Raising Cane's request of two variances for: three height changes for the signs (41.5" instead of 28" south elevation, 31.25" instead of 30" west elevation, 41.5" instead of 26" north elevation) and three lines of copy instead of two. The applicant stated the changes are needed for visibility and wayfinding due to the busy intersection. The request meets all variance criteria.

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

Commissioner Bolton asked Deputy City Manager Calloway about similar variances, and Ms. Calloway mentioned that some nearby restaurants, like the KFC, have had similar requests. She clarified that the variance involves the sign height and three lines of copy, which the applicant has justified by meeting all eight variance criteria, leading to staff's recommendation for approval.

Rebecca Munoz, representing Raising Cane's, explained that the variance for the sign size is due to the building's setback from the main road, which makes the signage less visible. The setback was caused by an FDOT easement that limits the placement of signage and landscaping. She added that the three lines of copy are necessary to maintain the restaurant's trademark logo and align with the city's aesthetic goals. She emphasized that the restaurant will have high-quality landscaping and design.

Mayor Gomez suggested revisiting the process for handling variances such as these administratively, avoiding delays for businesses. She asked Deputy City Manager Calloway if the city made any progress with FDOT to move the bust stop. Mrs. Calloway responded that they were still working on it. Mayor Gomez proposed discussing streamlining procedures for minor items in a future workshop. She expressed support for the project and excitement for the grand opening.

Motion Approved: 5-0.

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

9.b TBO93 - Board Order approving/denying a Special Exception to allow for a thrift, consignment, and used merchandise retail establishment, within an existing plaza, commonly known as Midway Plaza, 5701-5881 N. University Drive, Tamarac, Florida 33321.

City Attorney Ottinot read the title for the record.

Assistant City Clerk Monica Barros swore in those witnesses intending to speak.

Commissioner Wright met the four presenters at City Hall.

Mayor Gomez met with David Landsberg, Fernando Pizon, Mauricio Hernandez, Attorney Nicholas Noto, and Mike Miliken, the new plaza owner.

No additional City Commission members had ex-parte communications to disclose.

Moved by Commissioner Bolton, seconded by Commissioner Wright, to adopt Ordinance TB093.

Attorney Nicholas Noto, on behalf of the applicant, presented the request for a special exception to operate a Goodwill Superstore in Midway Plaza, highlighting Goodwill's mission to empower individuals with disabilities through employment opportunities. He explained that Goodwill's stores fund their mission and shared facts about their significant role as the number one employer of individuals with disabilities in South Florida. The application seeks approval to operate in the 20,000 square foot tenant space, which requires a special exception because of Goodwill's classification as a thrift store. The application meets the criteria for special exceptions and has received support from the Planning Board and staff. Noto also mentioned tenant space improvements and the expected creation of 25 to 35 jobs. He asked the commission to reconsider the condition requiring all code enforcement matters within the entire plaza to be resolved before they can obtain a Certificate of Occupancy (CEO) or Business Tax Receipt.

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

Mayor Gomez asked if Goodwill was property tax exempt, to which Mr. Mauricio Hernandez, COO of Goodwill of South Florida, replied that Goodwill is only tax exempt if they own the property. The property tax bill for the current location is passed on to them from the landlord.

Mayor Gomez asked Mr. Hernandez about handling after-hours drop-offs. Mr. Hernandez explained that Goodwill has cameras, monitors, and staff to prevent illegal dumping, working with law enforcement when necessary. He confirmed the back area will be well-lit, and Goodwill has a dedicated team for monitoring the stores. This location will be their 17th in Broward County.

Mayor Gomez asked about donation drop-off procedures. Mr. Hernandez confirmed a designated loading zone and ample parking. He also addressed the unapproved trailer, which will be removed. Mayor Gomez opposed halting the business due to parking lot maintenance issues, emphasizing the landlord's responsibility. Mr. Hernandez highlighted Goodwill's mission to provide job opportunities for individuals with disabilities.

Mayor Gomez asked Mr. Hernandez about how Goodwill's comparison to Ross impacts business. Mr. Hernandez explained that Goodwill shares customers with similar retailers like Ross, and this synergy helps make the location more viable.

A brief discussion ensued about the seal coating of the parking lot and timeline.

Commissioner Wright and Mr. Landsberg discussed Goodwill's use of local contractors for $1 million in improvements. Mr. Landsberg explained that thrifting is growing, especially among younger people valuing sustainability and unique items. He also noted that Goodwill stores help divert millions of pounds from landfills. Regarding parking, he assured there would be adequate space around the plaza for shoppers.

At the time neared 11:30 p.m., Mayor Gomez asked for a motion to extend the meeting.

Moved by Commissioner Bolton; seconded by Commissioner Wright, to extend the meeting until all items were heard.

Motion Approved: 5-0.

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

Commissioner Bolton and Attorney Noto discussed parking and cleanliness issues at the plaza, with Noto noting that the new property owner, Shop One, is addressing concerns. Commissioner Bolton expressed support for Goodwill but raised concerns about the plaza's condition. Noto clarified that the condition tied to code enforcement violations affects the entire plaza, not just Goodwill's store.

Commissioner Bolton and Deputy City Manager Calloway discussed a condition requiring all pre-existing code violations on the plaza to be resolved before Goodwill can receive a business tax receipt or certificate of occupancy, preventing Goodwill from moving into the space until these violations are addressed.

Commissioner Bolton raised concerns about the 90% occupancy in the plaza, questioning whether it would motivate the owner to address code violations. Mr. Jack Ventimiglia, Vice President of ShopOne, explained that while the plaza is at 90% occupancy, they are committed to maintaining the property, having already planned capital improvements, and ensuring that tenant satisfaction remains high. They emphasized that their business model focuses on long-term care of the plaza, regardless of current occupancy levels, and highlighted their plans for improvements even before Goodwill's involvement.

Commissioner Bolton questioned the five-year timeline for plaza improvements, suggesting quicker fixes were possible. Attorney Noto explained that Goodwill aimed to complete their buildout within six months of tonight's meeting. He emphasized the need to proceed without being tied to the landlord's longer timeline.

Commissioner Patterson raised concerns about local job opportunities and the quality of nearby Goodwill locations. Mr. Landsberg emphasized Goodwill's commitment to hiring locally, especially from Tamarac, and partnering with the community to post job listings. He addressed the location of the nearest Goodwill stores and clarified that the proposed new site in Midway Plaza would be strategically positioned to attract more customers, without competing directly with nearby stores.

Attorney Noto emphasized that Goodwill wants to move forward with store improvements but lacks control over the property owner's code violations. The property owner has been working to resolve the issues, and Goodwill seeks to separate their efforts from the property owner's obligations, focusing on their own investment in the city.

Commissioner Patterson suggested a temporary agreement allowing 180 days for the property owner to resolve code violations, with failure to comply resulting in a violation. This would ensure accountability while moving forward with the proposal.

Attorney Noto clarified that Goodwill is not responsible for the plaza's maintenance, suggesting the condition be lifted for Goodwill. Commissioner Patterson expressed concern about the esthetics and the relationship with the property owner, proposing

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a 180-day period for the property owner to address the issue, with a deadline of March 10 for compliance.

Mr. Ventimiglia explained that the current violation involves the seal coating of the entire parking lot. They have a contract and permit to mill, fill, seal, and stripe a portion of the lot, but they are amending the permit to cover the entire lot. The deadline for completion is March 10, and if not met, it could result in fines and liens.

Vice Mayor Daniel clarified that the responsibility lies with the property owner to fix the plaza, not goodwill, and that taking away leverage for the sake of opening the business is not a fair solution. She emphasized that the violations existed when the property was purchased and need to be addressed. She also highlighted that the plaza is busy, and it’s crucial for it to be properly maintained, including painting and resolving other violations.

Commissioner Bolton questioned why a six-month delay wasn't acceptable, given the plaza's condition. Attorney Noto explained that the delay would affect Goodwill's store opening timeline. Goodwill requested approval of the special exception with the commission's conditions.

Commissioner Patterson stressed the need for better communication with businesses. Deputy City Manager Calloway explained that Goodwill's special exception request included a condition to resolve plaza violations before moving in. Goodwill requested more time for the property owner to comply, with extensions managed through the magistrate process.

Mayor Gomez and Mr. Ventimiglia discussed expediting the permitting and property improvements for Goodwill to proceed concurrently. Goodwill wants to complete work before opening but faces delays due to the permitting process. They are working with the city to ensure timely feedback and avoid further delays. He said they are handling other violations, like the seal coating and dumpsters.

Mr. Ventimiglia, Deputy City Manager Calloway, and Mayor Gomez discussed the painting violation seen today, clarifying that it’s unrelated to the application. Mr. Ventimiglia confirmed the five-year plan is no longer an issue, with the focus now on completing the seal coating and addressing existing violations before Goodwill moves in. The city will work with the applicant to ensure compliance and promptly resolve outstanding issues.

Discussion continued about curing the violations.

Commissioner Patterson recommended that Goodwill and the property owner proceed concurrently, with Goodwill moving forward and the property owner given

180 extra days to resolve issues. If not completed, further action would be considered.

Commissioner Bolton asked for a list of violations and clarification on the five-year plan. Deputy City Manager Calloway confirmed the five-year plan for the parking lot seal coating no longer exists, and violations are being addressed, including milling, resurfacing, and striping. The garbage bin violation is being handled by the previous property owner. The painting issue is a courtesy notice and does not apply to the plan.

Motion Approved: 5-0.

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

The City Commission recessed at approximately 12:15 a.m.

The City reconvened at approximately 12:25 a.m.

Mayor Gomez explained the filibuster rules.

10. QUASI-JUDICIAL HEARING(S)

Commissioner Patterson thanked the Mayor for reading the title of her item into the record but stated that since a resident was waiting to discuss Commissioner Bolton's item with him, she would like to allow him to present it first so the resident could leave.

10.c Discussion and Consensus on a Resolution of the City Commission of the City of Tamarac, Florida, expressing support for Commissioner Marlon Bolton's Green Tamarac Initiative.
Requested by Commissioner Marlon Bolton

Mayor Gomez read the title for the record.

Commissioner Bolton introduced the Tamarac Green Initiative, which promotes environmental sustainability, community engagement, and public health. The program encourages tree planting, maintaining gardens to produce homegrown vegetables and fruits, and eco-friendly practices to address food insecurities. Commissioner Bolton praised Ms. Michelson for her efforts in inspiring residents, and she was invited to speak further on the initiative.

Ms. Michaelson emphasized the success of the giving away seeds and plants, noting that they are quickly taken by residents. She compared the initiative to Michelle Obama's home gardening campaign and highlighted its environmental and community benefits. She urged the commission to pass the program, which helps improve the tree canopy and provides landscaping options for homes.

Discussion ensued about iguanas.

Mayor Gomez and Deputy City Manager Calloway discussed the city's green initiatives. Deputy City Manager Calloway explained that the city has a series of green initiatives, but not a program specifically focused on planting trees or vegetables to address food deserts. Other green initiatives include solar panels and the Arbor Day program. Mrs. Calloway stated that the closest comparison to Commissioner Bolton's resolution is a community garden provision in the zoning code. Mayor Gomez expressed that while the idea of planting trees and encouraging gardening is good for the environment, the resolution proposed by Commissioner Bolton lacks clear parameters, budget, and staff involvement. She emphasized that such an initiative should be discussed at strategic planning, not through a resolution, to ensure proper planning and execution.

Commissioner Patterson expressed support for the sustainability initiative and mentioned that she had received interest from residents regarding sustainability issues. She emphasized that the initiative should be citywide and not limited to her district. Commissioner Bolton agreed with this approach, suggesting that all commissioners could contribute to the initiative by adding their names to the plants and spreading the love of gardening and sustainability across the city.

Mayor Gomez stated there was consensus to bring the item back and add Commissioner Patterson's name to the resolution. Discussion ensued as to whether to add Commissioner Patterson's name or have her support only.

Commissioner Bolton asked for a vote for the item.

Mayor Gomez suggested that the city might need another workshop to address the rules, especially if workshops continue to be part of commission meetings. She pointed out that the purpose of having a discussion and reaching consensus should be to move things forward, as usual, with items being scheduled for the next commission meeting once consensus is reached. Mayor Gomez emphasized that resolutions should be presented to the public first to ensure they have the opportunity to speak on the item before it's finalized. If the public has not had the chance to voice their opinions, it may hinder the resolution process.

Moved by Commissioner Bolton, seconded by Commissioner Wright, to adopt the Resolution.

Motion Approved: 4-1.

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

10.b Discussion and Consensus on a Resolution of the City Commission of the City of Tamarac, Florida, expressing support for Commissioner Marlon Bolton's Fitzone and Wellness Initiative.
Requested by Commissioner Marlon Bolton

Mayor Gomez read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright, to adopt the Resolution.

Commissioner Bolton introduced the Fitzone and Wellness Initiative, which aims to promote physical and mental wellness in Tamarac. The program offers free fitness classes, health screenings, and mental health support, focusing on the city's east side. Commissioner Bolton called for expanding the program citywide to enhance community wellness and engagement.

No City Commission discussion.

Motion Approved: 5-0.

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

10.a Discussion and Consensus on Renaming Either the Private Driveway Leading into Kings Point or NW 80" Street to "Kings Point Way" Requested by Commissioner Krystal Patterson

Mayor Gomez read the title for the record.

Moved by Commissioner Bolton, seconded by Vice Mayor Daniel, to adopt.

Commissioner Patterson proposed renaming Northwest 8th Street as "Kings Point Way" to honor the Kings Point Community and its 9,000+ residents. After exploring alternatives and addressing concerns, including a competing interest at the Kings Point entrance, the proposal now includes a dual name for the street. Broward

County has reviewed and confirmed that this action is permissible. Commissioner Patterson seeks support for this initiative.

Motion Approved: 3-2.

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

City Attorney Ottinot clarified that the proposal to rename Northwest 8th Street to "Kings Point Way" will need to be converted into a resolution for official action.

11. ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 1:00 a.m.

Minutes transcribed by Tasha Baclawski, Prototype, Inc. and submitted by Monica Barros, Assistant City Clerk.

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Monica Barros, Assistant City Clerk

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Michelle J. Gomez, Mayor

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

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.c

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the February 20, 2025 Quarterly Financial Report & Strategic Planning Session Minutes

ATTACHMENTS:
022025 COT-CC Strategic Draft Minutes.docx

TAMARAC
The City For Your Life

CITY OF TAMARAC
QUARTERLY FINANCIAL REPORT
& STRATEGIC PLANNING SESSION

Colony West Ballroom
Thursday, February 20, 2025
9:30 AM
1st Draft Minutes

PRESENT:

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

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

OPENING REMARKS:

The Thursday, February 20, 2025, Quarterly Financial Report & Strategic Planning Session, being held in Colony West Ballroom.

City Manager Levent Sucuoglu provided opening remarks beginning at approximately 9:55 AM.

The City Commission shared their perspectives on Sunday's incident.

Mayor Gomez addressed the recent tragedy involving three murders in a domestic violence situation, emphasizing the city's safety despite past incidents. She acknowledged media speculation and confirmed BSO is handling the investigation, with Captain Cooper providing updates. The city will not interfere, just as it expects the same respect for its own operations. Suspended officers' roles will be filled to maintain service. A private candlelight vigil is planned, with BSO and affected families requesting privacy while appreciating community support.

Commissioner Patterson stated the entire city, not just one neighborhood, was impacted by the tragedy and expressed skepticism that residents do not want broader community involvement. She noted personal friends in the affected area have sought support and emphasized the need for unity. She proposed hosting a city-wide vigil at City Hall, inviting faith leaders and the community to show solidarity. She stressed the importance of government cohesion, rebuilding trust, and addressing concerns raised in the news. She urged the commission to take collective action to support those affected and ensure all voices are heard.

Commissioner Bolton stated he visited the site privately to lay flowers and met the victim's uncle, who has been seeking support. He supported Commissioner Patterson's proposal for a city-wide vigil at City Hall, emphasizing the importance of uniting as a commission rather than holding separate events. He stressed that this tragedy affects the entire community and urged the commission to set politics aside and take collective action. He called for consensus on a single, unified candlelight ceremony to show solidarity and ensure the city presents a cohesive response.

Vice Mayor Daniel agreed with Commissioner Bolton and Commissioner Patterson, emphasizing the need for unity over politics. Drawing from experience during the Marjory Stoneman Douglas tragedy, she stressed that support should come from the entire commission, not just a few members. She rejected the idea of selective participation, calling for a collective effort to support the grieving families and the broader community affected by the trauma. She underscored the importance of showing strength, unity, and compassion, reaffirming that Tamarac remains a community that stands together in difficult times.

Commissioner Wright Jr. expressed support for full commission and city participation in the vigil, agreeing with Commissioner Patterson. He emphasized the need for better communication between the city and the sheriff's office, stating that residents look to city leaders for updates rather than relying on media reports. He stressed the importance of a unified message and better coordination to prevent division. He noted the personal impact of the tragedy and urged the city manager to take a more active role in keeping the commission informed and ensuring the city presents a cohesive response.

Discussion ensued.

Commissioner Bolton stated the PIO should work on a statement and emphasized that the mayor should have issued a unified message on behalf of the commission. He criticized the lack of immediate communication following the crisis and stressed the need for leadership in addressing the tragedy. He supported holding a vigil to show the city's recognition of the impact, regardless of the affected family's participation. He called for a crisis protocol to be established, ensuring clear steps for response in similar situations. He urged the city to act swiftly, prioritize communication, and avoid prolonged discussion on the matter during the meeting.

Commissioner Patterson stressed the need for a clear crisis protocol and timely responses. She emphasized that the city should express sorrow without waiting for all facts. Personally impacted, she supported holding a candlelight vigil at City Hall, inviting faith leaders and organizations to unite the community in support.

There was consensus to hold a candlelight vigil on Monday, February 24, at 7:00 PM and also issue a statement.

FINANCIAL UPDATE

Mr. Nicklas Rocca and Julie Santamaria, PFM Financial Advisors, provided a financial update presentation, available on file at the City Clerk's Office.

Ms. Christine Cajuste, Director of Financial Services, provided a quarterly financial update presentation, available on file at the City Clerk's Office.

Mayor Gomez asked about plan with a possible change in legislation in Tallahassee.

City Manager Sucuoglu stated there would have to be a revenue replacement like a sales tax.

2024 STRATEGIC PRIORITIES ACCOMPLISHMENTS UPDATE VIDEO

The 2024 Strategic Priorities Accomplishments Update video was shown and available in the City Clerk's Office.

Mayor Gomez acknowledged the efforts and progress on various initiatives but expressed a need for better communication. She highlighted programming such as sign language, cooking, CPR, and clubhouse activations, noting some developments felt like a surprise despite prior discussions. She emphasized her dislike of unexpected updates and stressed the importance of sharing positive city initiatives more effectively to keep the commission and community informed.

Commissioner Bolton acknowledged being unaware of certain initiatives but welcomed the progress, noting these were discussed in the last strategic planning meeting and had commission consensus. He expressed appreciation for staff's efforts, recognizing that while it sometimes feels like the commission's input is overlooked, this development shows movement in the right direction. He suggested it should be shown at community meetings and agreed with Mayor Gomez's suggestion of posting it on the city website.

Vice Mayor Daniel echoed the sentiments of a job well done.

Mayor Gomez emphasized the need for better promotion of city programs, noting that while the commission is informed about infrastructure projects, programming updates should also be shared more effectively. She stressed the importance of outreach to ensure participation, stating that cancellations due to low turnout could be avoided if the commission and community were better informed.

Commissioner Bolton requested that the PIO splice videos by district, allowing each commissioner to share relevant updates specific to their area. He suggested the commission provide voiceovers for their respective segments to enhance communication and engagement within their districts.

CIP UPDATES

Mustafa Albassam, Director of Public Services, provided the CIP Updates presentation, available in the City Clerk's Office.

Mayor Gomez and City Manager Sucuoglu discussed delays in long-standing projects, including the NBC building and the multipurpose center on University. Mayor Gomez expressed frustration that these priorities keep getting pushed aside for newer developments. She questioned the lack of progress on facility expansions and stressed the need for maintenance over new projects. She also emphasized that promised studies and reports are still missing, making future prioritization difficult.

Vice Mayor Daniel criticized the lack of follow-up on the proposed track and redevelopment plans, noting delays in receiving feedback. She questioned why a nearby shopping center, in poor condition, was not purchased for park expansion. She also expressed frustration over costly landscaping efforts that have not visibly improved the city and called for a stronger focus on beautification.

Discussion ensued about the multipurpose center project and study.

There was consensus conduct a study of best uses and options for a multipurpose center.

Commissioner Patterson requested a list of District 3 projects. Mr. Albassam agreed.

2025 COMMISSION PRIORITIES DISCUSSION – PART 1

Vice Mayor Daniel prioritized street striping, affordability and support programs for children. She praised recent improvements to the baseball parking lot and advocated for expanding youth programming. She also called for increased restriping and pressure cleaning efforts, recommending that the city, not residents, be responsible for maintaining sidewalks on easements.

Mr. Albassam stated that every sidewalk in the city will be pressure cleaned once per year.

Vice Mayor Daniel stated that easement sidewalks are behind homes and primarily used by the public, not residents. She noted that residents, including those on Pine Island, are being told they must pay for pressure washing instead of the city or county handling it.

Mayor Gomez recalled past discussions on maintenance responsibilities and noted that homeowners along 57th and Commercial Boulevard must maintain grass and trim trees in addition to pressure cleaning. She emphasized that if the city is handling pressure cleaning, other maintenance, such as mowing and tree trimming, should also be considered for consistency.

Discussion continued about beatification efforts, pressure washing, restriping, and schedule.

Mr. Albassam explained that road surveys are conducted every five years based on crack assessments, with resurfacing plans guided by a map developed in 2021-2022. He stated that while the city manages its resurfacing program, restriping and maintenance on major roads fall under the county's jurisdiction, which follows national guidelines and budget constraints.

Discussion ensued about a previous road treatment that resulted in an oily issue.

Vice Mayor Daniel thanked staff for drainage improvements and inquired about a survey for streets near Sunflower and east of University. Mr. Albassam explained that some areas were removed from the resurfacing program due to planned utility replacements, which typically take three years. He stated that resurfacing would follow utility work and agreed to consider median beautification and landscaping as part of future planning.

There was consensus for restriping and pressure cleaning, including reflectors.

LUNCH BREAK

The City Commission recessed at approximately 12:31 PM and reconvened at 12:48 PM.

There was consensus to hold a working lunch.

2025 COMMISSION PRIORITIES DISCUSSION – PART 2

Commissioner Wright Jr.'s priorities include lowering taxes, improving canal walls and infrastructure, enhancing public safety, strengthening education and school integration, and advancing projects such as Tamarac Village, Paradise Estate, and Woodlands resurfacing.

Mr. Albassam responded to Commissioner Wright Jr.’s concern about Woodlands resurfacing, noting the plan to wait until the construction was completed. City Manager Sucuoglu further spoke about public safety communication.

Commissioner Wright Jr. called for better integration between public safety, the PIO, and the community, emphasizing proactive communication and collaboration. He suggested using best practices and the city’s email list to keep residents informed while ensuring departments work effectively with BSO.

Ms. Joanne Johnson, Communications and Marketing Manager, stated they are working on message templates to provide proactive alerts, such as notifying residents of an increase in car break-ins while offering prevention tips, rather than focusing solely on specific details of incidents.

Commissioner Patterson emphasized the importance of strategic and proactive communication to shape public perception. She called for additional outreach beyond Instagram, ensuring residents receive timely updates on city matters while highlighting positive initiatives. She stressed the need to refine the city’s approach to messaging and explore new strategies to improve engagement and counter negative press.

City Manager Sucuoglu stated there is a voluntary sign-up program for residents interested in receiving city updates but acknowledged the notification database was not extensive.

Discussion continued about communication strategies and alerts.

Commissioner Patterson suggested the city’s website serve as a central hub for data, alerts, and information, ensuring residents can easily access updates. She emphasized the need for a user-friendly design, particularly for those not active on social media, and encouraged broader innovation in communication efforts.

Commissioner Wright Jr. emphasized the need to actively share the city's positive stories and suggested expanding the PIO department with crisis management and communications expertise. He stressed the importance of shaping the city’s image, improving outreach, and strengthening cross-department collaboration to ensure a unified message.

City Manager Sucuoglu stated a new version of the city website is in development.

Commissioner Wright Jr. emphasized the need to improve the city's website for a better user experience, making tools and resources more accessible. He suggested using links and emails to guide residents on bill payments and tools, stressing the importance of educating the community on available resources.

City Manager Sucuoglu also addressed the canal walls.

Mayor Gomez stressed the need for financial assistance to help residents maintain canal walls and roofs. Frustrated by the lack of follow-up on grant applications, she requested a report on available funds and potential loan programs. She urged a review of resiliency grants and alternative funding, highlighting rising insurance costs and the impact of infrastructure maintenance on property value.

There was consensus for the city staff to bring back the requested information on grant funding.

Commissioner Bolton urged website improvements, including a welcome message and better usability. He proposed a mandatory onboarding video introducing city leadership, adding city commission contact cards to water bills, and launching a Women’s Empowerment Chat in March with a guest speaker and community activities.

Commissioner Bolton suggested expanding the June event and better funding for Caribbean Heritage Month. He proposed transforming it from a simple picnic-style concert into a larger, monetized event at Colony West, with free lawn seating and VIP packages offering food, drinks, and premium viewing. He emphasized the growing Caribbean community and suggested leveraging the nearby hotel for package deals to enhance the event’s impact and revenue potential.

Commissioner Bolton proposed designating Bailey Road and Rock Island Road as zero-tolerance roads, meaning no warnings would be issued for speeding or littering violations. He called for a coordinated enforcement effort with BSO and North Lauderdale, ensuring daily patrols for the rest of the year to address safety concerns.

Captain Cooper responded and described restructuring the roadway for a future fix, which could include a roundabout.

Mayor Gomez suggested working with the county to obtain control over certain roads and improve infrastructure. She proposed drafting a letter from the City Commission to the county, requesting priority consideration and advocating for improvements such as roundabouts. There was consensus.

Commissioner Bolton proposed the City Commission present Bailey Road improvement requests at a county meeting, leveraging MPO support and outreach through PIO, BSO, and HOAs to demonstrate urgency and commitment.

Commissioner Bolton also proposed expanding the city's $15,000 college reimbursement program to support staff leadership development. He suggested HR survey employees on career goals and create a “Future Star” employee program with repayment of funding if they leave Tamarac.

Mayor Gomez emphasized the need to move the commission priorities discussions forward efficiently and revisited an earlier question about budgeting.

Commissioner Bolton suggested budgeting before strategic planning meetings to prevent delays and ensure follow-through on initiatives. He emphasized that as policymakers, they should commit to ideas that support employee retention, preventing talent loss to neighboring cities. He urged his colleagues to reach a consensus on implementing programs that strengthen the organization.

There was consensus to further explore the idea of tuition reimbursement for city staff.

There was also consensus on Commission Bolton’s earlier suggestions of creating a City of Tamarac onboarding video, adding commission contact cards to bills, collaborating with Vice Mayor Daniel on a Women’s Empowerment event in March, and June 7th “Yaad on the Lawn” Caribbean event.

A brief discussion ensued about the location for the June event.

Commissioner Bolton proposed making Honor the Stripe a city initiative, noting it previously cost under $5,000. He suggested selecting a May date for the City Commission and modifying the design to include red stars for the fire department while keeping blue stripes for BSO. There was consensus.

Commissioner Bolton proposed making the Santa Caravan a city event, noting it began during COVID but was later discontinued. He highlighted its success last year with participation from Commissioner Patterson and Vice Mayor Daniel and suggested expanding it to include all districts as an official city initiative. There was consensus.

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Commissioner Bolton proposed converting community engagement liaison positions from payroll to contractor services to reduce turnover and streamline payments. He suggested allowing individuals or companies to invoice for services, avoiding the need for logging hours or waiting through a lengthy hiring process. This approach would offer flexibility, quicker payments, and eliminate bureaucratic delays while staying within the existing budget.

The City Commission discussed the recommendation.

There was consensus for the option to have either a payroll community engagement liaison or a contractor, but not both, beginning March 1, 2025.

Commissioner Bolton reviewed the 2026 budget and questioned whether the allocated $7 million would be sufficient to construct a Shaker Village community center, including a BSO complex. He requested staff to reassess the cost to ensure accurate budgeting.

City Manager Sucuoglu noted another meeting would have to be scheduled to continue to the discussion about priorities.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 3:12 p.m.

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

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Kimberly Dillon, City Clerk

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Michelle J. Gomez, Mayor

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TAMARAC
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AGENDA ITEM NO. 3.d

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the February 26, 2025 Regular Commission Meeting Minutes
RECOMMENDATION:	N/A

ATTACHMENTS:

022625 COT-CC Regular Meeting Draft Minutes.docx

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, February 26, 2025
9:30 AM
Draft Minutes

CALL TO ORDER:

Mayor Michelle J. Gomez called the Wednesday, February 26, 2025 City Commission meeting, being held in Commission Chambers, to order at 9:47 a.m.

ROLL CALL:

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

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

PLEDGE OF ALLEGIANCE: Commissioner Marlon Bolton

Commissioner Bolton 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 2025 Black History Month Honorees Presentation
Honorees:
Mayor Michelle J. Gomez – Stewart Webster
Vice Mayor Kicia Daniel – John Reed
Commissioner Marlon Bolton – John James
Commissioner Morey Wright Jr. – Dr. Gastrid Harrigan
Commissioner Krystal Patterson – Mildred Louise Coleman Bryant

2.b 2025 Women's History Month Honorees Presentation
Honorees:
Mayor Michelle J. Gomez – Sgt. Jennifer Martin
Vice Mayor Kicia Daniel – Therese Costanzo
Commissioner Marlon Bolton – Marcetinna King
Commissioner Morey Wright Jr. – Assistant Fire Marshal Rebecca Geimer
Commissioner Krystal Patterson – Nesta Leeloo

The City Commission acknowledged Black History Month and Women's History Month, proudly recognizing honorees in attendance with individual proclamations. Honorees spoke about their work in the community, highlighting initiatives in education, business development, and civic engagement.

Mayor Gomez called for recess at 10:47 am and reconvened at 11:30 am.

City Manager Sucuoglu announced upcoming events, including Groove on the Grass on March 7 at Caporella Park and Movie in the Park on March 14 at Tamarac Sports Complex. He invited residents to the Golf Course Renovation Survey and Community Workshop at Colony West from 6 to 8 PM and encouraged participation in the survey. He reported the installation of radar flashing speed limit signs as a traffic calming measure in various locations.

City Manager Sucuoglu introduced BSO Major Christopher De Giovanni and BSO Acting Captain Emmanuel "Manny" Koutsofios, who provided brief comments.

City Manager Sucuoglu also announced that the next commission meeting is scheduled for Wednesday, March 26 at 7 PM, where the Mayor will deliver the State of the City address. A reception will be held in the atrium from 6 to 7 PM, and all residents are invited to attend.

3. <u>CONSENT AGENDA</u>

3.a TR14207 - A Resolution of the City Commission of the City of Tamarac, Florida awarding the referenced bid for the Cybersecurity Hardware Purchase and Licensing/Subscriptions/Maintenance Renewal; approving the purchase of cybersecurity equipment as well as the three (3) year renewal of hardware and software maintenance and support agreements, and subscriptions, at a total cost of $352,369.10; approving the purchase of professional services, utilizing the State of Florida NASPO Contract #43220000-NASPO-19-ACS, at a total cost of $21,600.00; for a total project cost of $373,969.10; authorizing expenditures from the appropriate accounts; authorizing the City Manager or designee to make changes and issue change orders in accordance with the thresholds and provisions delineated in Section 6-147(J)(2) of the Tamarac Procurement Code; authorizing the appropriate City Officials to approve renewal options; authorizing the appropriate City Officials to approve the purchase of additional new services and equipment from said vendor up to a total of $65,000, in accordance with the Tamarac Procurement Code, during the current fiscal year and for succeeding fiscal years for the duration of this agreement; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

3.b TR14216 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate city officials to approve the purchase of one (1) John Deere Skid Steer Loader and one (1) John Deere Compact Excavator from Dobbs Equipment, utilizing Sourcewell Contract No. 011723-JDC in a total amount not to exceed $130,194.26; authorizing expenditures from the appropriate accounts not to exceed the annual approved budget for said purpose ; providing for conflicts; providing for severability; and providing for an effective date.

3.c TR14217 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 25-07B and approving an Agreement with Alexander & Johnson Project Management and Development, Inc., for the construction of the NW 94th Avenue Crosswalk and Roadway Drainage Improvement Project in accordance with Bid No. 25 -07B for a contract amount of $1,111,469.76; a contingency in the amount of $111,146.98 will be added to the project account for a total project budget of $1,222,616.74; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

3.d TR14224 - A Resolution of the City Commission of the City of Tamarac, ratifying past FY25 expenditures with Duval Ford in the amount of $27,597.26; authorizing the appropriate City Officials to execute associated contract documents, authorizing expenditures from the appropriate accounts, authorizing the appropriate City Officials to approve the purchase of additional Fire Rescue and Community Development vehicles from Duval Ford, up to a total cost of $69,237.50, in accordance with the Tamarac Procurement Code; providing for conflicts, providing for scrivener errors; providing for severability; and providing for an effective date.

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

Motion Approved: 5-0.

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

4. <u>REGULAR AGENDA</u>

4.a TR14222 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the Community Development Department Fee Schedule, attached hereto as Exhibit “A”; by adopting fees for Certificate of Use, Landlord Registration and Community Residential Home Location Approval; and amending fees for Alcohol Beverage Extended Hours Sale Permit, and Landscaping and Tree Preservation; 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; seconded by Commissioner Bolton, to adopt Resolution TR14222.

Mayor Gomez opened public comment.

1) Kate Johnson, Mainlands 4, opposed certificate of use fees, arguing they make it harder for businesses despite the city's claim of being business-friendly. She criticized attempts to pressure a property owner for concessions and questioned whether small businesses could endure such demands. She noted ongoing economic struggles, with plazas struggling for tenants and businesses closing. She urged the city to support businesses instead of imposing obstacles. While she supported the $75 landlord registration fee, she suggested a higher fee for Airbnb registrations if not already required.

Mayor Gomez closed public comment.

City Manager Sucuoglu clarified that the resolution establishes fees from upcoming ordinances and includes a suggested $75 landlord registration fee, though the ordinance does not require it. He noted the Commission could remove the fee if desired by amending the resolution.

Deputy City Manager Maxine Calloway outlined proposed fee changes, including a $200 community residential home location approval fee, a $100 certificate of use fee, and a $1,000 alcohol extended hours sale permit fee for two years. She confirmed the proposed $75 landlord registration fee, which the Commission could modify or remove. She also clarified that tree removal fees apply only to trees over 18 inches in diameter.

Commissioner Wright noted that the proposed $75 landlord registration fee is comparable to other cities, with some charging between $75 and $100, while Margate charges $225. He referenced data showing Margate has a 72% succession rate, Coral Springs 35%, and Fort Lauderdale, which does not charge a fee, has a lower rate. He stated that charging a fee does not necessarily harm businesses and supported the $75 fee based on the data provided.

City Manager Sucuoglu stated that rental properties are identified in the utility billing system, which would serve as the initial target for enforcing and implementing the ordinance. He noted that this group would be the starting point for the program rollout.

Commissioner Bolton asked about noncompliance, and Deputy City Manager Calloway explained that violations would go through the code enforcement process, starting with a notice and time to cure, followed by potential citations or a magistrate hearing. She confirmed that property owners must register, but the city will also collect contact information for property managers. She noted that law enforcement officers and other protected individuals are exempt under Florida law and that corporate or trust-owned properties must provide a designated contact for enforcement.

Mayor Gomez asked about the residential home location approval fee, and Deputy City Manager Calloway confirmed it matches zoning verification letter fees and is comparable to other cities. On certificate of use fees, Deputy City Manager Calloway said businesses must pay before obtaining a business tax receipt. Mayor Gomez supported the $75 landlord registration fee but questioned if it should be annual or only required with ownership changes. Deputy City Manager Calloway said the resolution sets the fee, but the ordinance determines renewals and could be updated to reflect ownership changes.

Commissioner Patterson suggested distinguishing between single-family and multi-unit rentals, noting larger properties should have routine inspections. Deputy City Manager Calloway explained that properties with four or more units already require a business tax receipt with annual inspections. Commissioner Patterson questioned requiring a certificate of use for those properties, but Deputy City Manager Calloway said it applies only to commercial properties. She stressed the need to align ordinances for better enforcement and questioned the landlord registration fee if inspections are covered under the business tax receipt, suggesting penalties for noncompliance instead.

Discussion ensued about penalty.

Commissioner Patterson suggested a friendly amendment to remove the fee and add a penalty.

Discussion ensued about whether to pass the resolution before the ordinance. City Attorney Ottinot explained that the agenda order placed the resolution first but noted the Commission could remove the $75 fee if there was consensus. Commissioner Bolton questioned passing a resolution for something not yet enacted, while the City Attorney clarified that penalties must be in the ordinance, not the resolution.

Commissioner Wright Jr. accepted Commissioner Patterson's amendment to remove the fee, but Commissioner Bolton suggested that Commissioner Patterson must revise the amendment to only strike the fee or table the item until the ordinance is passed.

Commissioner Patterson suggested amended her friendly amendment to strike the landlord registration fees as currently presented. Commissioner Wright Jr. and Commissioner Bolton both accepted.

Amended Motion Approved: 5-0.

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

4.b TR14225 - A Resolution of the City Commission of the City of Tamarac, Florida, affirming and ratifying the City Manager's Administrative Order dated February 19, 2025, attached hereto as Exhibit "A" and incorporated herein, declaring Zoning in Progress and instituting a 180- day moratorium on the submission, processing, approval or issuance of any new business tax receipts, development orders or permits for any funeral home use in the City of Tamarac, in accordance with Chapter 10, Section 10-5.4(U) of the City of Tamarac Code of Ordinances; authorizing and directing the City Manager to undertake study and review of the city's regulations relating to locations of funeral home use in the City of Tamarac providing that upon the adoption of this resolution affirming the Administrative Order, no permits shall be issued for any new funeral home use not otherwise exempt during the time period covered by this resolution; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Wright Jr., to adopt Resolution TR14225.

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

There was no discussion by the City Commission.

Motion Approved: 5-0.

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

5. <u>ORDINANCE(S) - FIRST READING</u>

5.a TO2586 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" by specifically amending Section 3-4, entitled "Special Permit required for Extended Hours" allowing the City Manager or Designee to

consider, approve, and renew special permits for extended on-premises consumption of alcoholic beverages during specified extended hours and increasing the period of permit approval or renewal to two (2) years; 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 adopt Ordinance TO2586, on first reading.

Mayor Gomez opened public comment.

1) Patti Lynn, Mainlands 8, opposed the ordinance, stating that the public should be informed of any requests for late-night alcohol exemptions. She argued that placing such requests on the agenda is the only way to ensure transparency and allow residents to be aware of them.

2) Kate Johnson, Mainlands 4, opposed the change, stressing the need for public input and commission oversight on special exception renewals. She noted that hearings allow businesses to explain safety measures, residents to voice concerns, and BSO to provide crime data. She argued that annual reviews keep businesses accountable, while a two-year administrative process would lack transparency. She urged the Commission to maintain the current system for community safety.

Mayor Gomez closed public comment.

Commissioner Bolton questioned Deputy City Manager Calloway about shifting permit approvals to the City Manager or designee. Deputy City Manager Calloway said criteria remain unchanged, and revocations can be appealed. Commissioner Bolton suggested adding a public notification requirement, while the City Clerk Dillon confirmed agendas are posted online and in the Sun Sentinel. Commissioner Bolton proposed additional methods like social media and Tamarac Talk but supported the ordinance as written if no changes were made.

Commissioner Patterson suggested improving the city's website to be more user-friendly and transparent by adding a section listing businesses with special exceptions or those applying for renewals, making the process more accessible to the public.

Commissioner Wright Jr. initially thought the ordinance only granted the City Manager the power to renew extended hours but realized it also included approval for new businesses. He supported administrative renewals for existing businesses with no issues but preferred new applications to go before the Commission for community input. He suggested amending the ordinance to limit the City Manager's authority to renewals only.

Mayor Gomez sought clarification on the ordinance and expressed concern over the financial burden of requiring businesses to fund public notifications. She opposed allowing new businesses to obtain extended hours administratively, stating initial approvals should come before the Commission for a full review, including surrounding residential impacts. She supported staff handling renewals but stressed the need for public awareness of renewal dates and a way for the community to report concerns before extensions are granted.

City Attorney Ottinot stated that the Commission could impose a condition requiring businesses to operate for a year without issues before allowing administrative renewals, ensuring the ordinance serves its intended purpose.

Mayor Gomez stated that she does not support the ordinance as written and believes it should apply only to renewals, not first-time approvals.

Motion Approved: 4-1.

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

6. ORDINANCE(S) - SECOND READING

6.a TO2574 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 12, "Business Tax Receipts Regulations," by creating Article XIV, entitled "Certificate of Use"; providing for the requirement of a certificate of use for all new tenants in commercial properties prior to the issuance of a business tax receipt requiring commercial property owners to resolve existing code and safety violations and existing liens before a certificate of use is issued to a new tenant; providing for penalties; 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 adopt Ordinance TO2574.

Mayor Gomez opened public comment.

1) Jack Ventimiglia, representing Shop One, opposed the amendment, arguing it would limit property owners and businesses from making improvements. He stated that capital plans are based on financial factors, and requiring immediate compliance with improvements could disrupt investment schedules and increase costs for tenants. He noted that Shop One plans to invest over $1 million in property upgrades and emphasized that maintaining visually appealing properties is subjective. He warned that the amendment could lead to higher rents, deter businesses, and create timing issues for lease agreements, potentially causing financial hardships for both tenants and property owners.

2) Kate Johnson, Mainlands 4, opposed the ordinance, arguing it is unfair and counterproductive to business growth. She questioned requiring businesses to clear violations before collecting rent, noting that income is often needed for repairs. She cited past cases where the city did not enforce similar requirements, such as Shaker Village, where liens were waived, yet the dilapidated building still stands. She criticized the treatment of Goodwill at the last meeting and warned that while larger businesses may endure such hurdles, smaller ones may not.

3) Jeffrey Shapiro, Woodlands, warned that the ordinance would make it harder for small shopping plaza owners to attract tenants, especially for properties needing major repairs beyond aesthetics. He argued that requiring immediate improvements could drive businesses away and make it more difficult to fill vacant spaces, ultimately hindering business growth in the city.

City Manager Sucuoglu suggested two minor changes to the ordinance: allowing the City Manager or designee discretion to approve an improvement plan for plazas and implementing a six-month delay before enforcement begins.

Vice Mayor Daniel emphasized the need to clean up plazas to attract better businesses, stating that neglect has persisted for over a decade. She argued that just as homeowners are required to fix violations, plaza owners should also be held accountable. She stressed that improving plazas will make the city more appealing for businesses, allowing for higher-quality establishments. She opposed delaying action and urged the Commission to stand firm on making necessary changes to improve the community.

Commissioner Bolton opposed delegating approval to staff, emphasizing the Commission's role in holding business owners accountable. He noted past cases where plazas remained neglected for years and stressed that well-maintained properties attract customers and businesses. He rejected comparisons to other cities, stating Tamarac should set its own high standards. He urged the Commission to enforce plaza improvements to create a more attractive and business-friendly city.

DRAFT

Commissioner Wright Jr. supported holding new plaza owners to higher standards, arguing it benefits both businesses and the community. He emphasized Tamarac's growth and attractiveness to investors, stating that uplifting properties is part of the city's progress. He rejected claims that the ordinance is anti-business, instead viewing it as a way to improve Tamarac while ensuring new owners contribute to its development. He backed his colleagues in supporting higher standards for commercial properties.

Commissioner Patterson acknowledged multiple perspectives, understanding the concerns of businesses, staff, and residents. She noted the poor condition of commercial plazas and the struggles of small business owners dealing with unresponsive landlords. While she recognized the challenges of using this ordinance for enforcement, she supported efforts to strengthen code enforcement tools. She recommended an education period to notify commercial property owners of violations, available remedies, and city resources like the facade program to assist with improvements.

Mayor Gomez expressed concerns about the rollout of the ordinance, stating it may not achieve its intended goals. She questioned its impact on small, vacant plazas and noted inconsistencies in holding businesses to standards the city itself does not always meet. She supported an education period and opposed retroactive enforcement on new plaza owners who invested in upgrades. She suggested the ordinance should be a last resort, only applied after multiple opportunities for compliance have been given.

Vice Mayor Daniel questioned the need to specify an education period, noting it has always been provided. Deputy City Manager Calloway clarified that this ordinance takes effect immediately, unlike past ones with transition periods. Vice Mayor Daniel agreed to add a provision for awareness before implementation.

Commissioner Bolton opposed a six-month education period, arguing that business owners have already had ample time to address plaza conditions. He supported a shorter notification period, suggesting six weeks as sufficient. He emphasized that business owners and tenants should be informed promptly so tenants can plan for potential rent increases. City Manager Sucuoglu explained that the six-month period was intended to give businesses time to secure financing, permits, and plans for compliance.

Commissioner Wright Jr. supported the six-month period, arguing that most plaza owners are large investment firms with financial backing and obligations to investors. He acknowledged Commissioner Bolton's concerns but noted that major investors have a vested interest in ensuring occupancy and success. He believed the grace period would help them meet those obligations and supported its inclusion.

Mayor Gomez supported the six-month education period but opposed retroactively applying the ordinance to existing leases, citing potential conflicts for new plaza owners. She emphasized that enforcement should apply only to future violations. Deputy City Manager Calloway confirmed that the proposed amendment would delay enforcement for six months following adoption, ensuring businesses have time to adjust.

City Attorney Ottinot clarified that without the delay, the ordinance would apply retroactively, potentially disrupting ongoing agreements. He emphasized that the education period would provide time for businesses to comply before enforcement begins.

Mayor Gomez confirmed that enforcement would begin immediately after the six-month education period ends, stating this is why she supports modifying Section 6 to include the delay.

Commissioner Patterson supported a structured enforcement delay but emphasized it should be actionable. She proposed sending certified notices to property owners, requiring meetings to address outstanding issues and new ordinances. She opposed a passive education period and suggested shortening the timeline if necessary to ensure property owners take steps toward compliance. While she strongly supports code enforcement, she believed the approach could have been handled differently.

City Attorney Ottinot clarified that Commissioner Patterson was suggesting a compliance grace period, during which staff would work with shopping centers on agreements to address violations. If property owners made progress, they could receive appropriate relief, but if they failed to act, enforcement would proceed.

Discussion continued about education period and enforcement.

Motion Approved: 4-1.

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

Moved by Commissioner Bolton, seconded by Commissioner Wright Jr., to reconsider Ordinance TO2574.

Motion Approved: 5-0.

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

Moved by Commissioner Bolton, seconded by Commissioner Wright Jr., to approve Ordinance TO2574 as read.

Commissioner Bolton made a friendly amendment to support the City Manager's recommendation but proposed amending the education period from six months to three months. Commissioner Wright Jr. accepted the friendly amendment.

City Attorney Ottinot clarified that the language would remain the same, replacing "Director of Community Development" with "City Manager or City Manager’s designee."

Commissioner Bolton clarified that the City Manager’s discretion to work with business owners applies only within the three-month education period, not indefinitely.

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

Amended Motion Approved: 5-0.

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

6.b TO2583 - An Ordinance of the City Commission of the City of Tamarac, Florida, establishing the "Landlord Registration Program" by amending Chapter 13 entitled “Miscellaneous Offenses” of the city’s code of ordinances, by renaming Section 13-9 to “Landlord Registration Program” to require the registration of residential rental properties; providing definitions, establishing registration requirements, violations and specifying enforcement mechanisms; relocating the “Landing and Take Off of Hot-Air Balloons” section from Section 13-9 to Section 13-10; 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 adopt Ordinance TO2583.

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

DRAFT

Mayor Gomez supported updating property records without fines for unchanged ownership and suggested using the education period to promote tree regulations and vacation rental rules. She emphasized informing condominium associations and improving tracking of leadership changes, hoping the ordinance would strengthen code enforcement.

Motion Approved: 5-0.

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

6.c TO2584 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending Chapter 2, Administration, "Article III, "Boards, Committees, Commissions," of the City of Tamarac Code of Ordinances, by renaming and amending Division 7, titled “Reserved”, to "Senior Advisory Committee" and adding content thereto; providing for conflicts; providing for severability; providing for codification and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Wright Jr., seconded by Commissioner Patterson, to adopt Ordinance TO2584.

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

Motion Approved: 5-0.

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

7. PUBLIC PARTICIPATION

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

1) Aralyn Bairan, Sunflower Community, criticized the Broward County Sheriff's Office for repeated failures, calling it a systemic issue. She urged the city to consider reinstating its own police department, arguing it would improve safety and save taxpayers approximately $8 million. She cited Pembroke Park’s move to end its contract with BSO and praised Tamarac Fire Rescue as an example of a successful municipal department. She called on the commission to phase out BSO by 2030, emphasizing the need for community policing and stronger accountability.

2) Kate Johnson, Mainlands 4, expressed grief and frustration over the recent tragedy, emphasizing the widespread impact of domestic violence and the need for systemic change. She highlighted the complexity of leaving abusive situations and the lack of adequate law enforcement training. Offering her expertise, she urged better community support and encouraged victims to seek help through Women in Distress at 954-761-1133.

3) Jeffrey Shapiro, Mainlands, criticized the decision to move public participation to the end of the meeting, stating it devalues residents' time. As a primary caregiver, he expressed frustration over waiting hours to speak, missing other obligations. He urged the Commission to restore public comment to the beginning of meetings, arguing the change discourages participation and limits residents' voices.

4) Patti Lynn, Mainlands 8, praised the Commission's selections, urged using 13th Floor funding to help residents, and criticized moving public comments to the end of meetings. She acknowledged positive experiences with city staff but called for better service from elected officials.

5) Dr. Darcy Schiller, King's Point, defended Commissioner Bolton's gas card giveaway, stating it helped struggling residents in District 1. She criticized the blocking of District 3's commissioner from a Kings Point event but did not assign blame. She noted that only District 2's commissioner and the mayor frequently attend public events. She urged the Commission to move public participation to an earlier time, as she cannot stay late.

6) Moses Chapel, Sunflower Community, raised concerns about mismanagement and unethical behavior within his homeowners association and its management company, J and L. He cited financial mismanagement, lack of transparency, conflicts of interest, harassment, and possible fraud. He urged the city to investigate HOA financial practices, ensure compliance with Florida laws, and protect homeowners from exploitation. He emphasized the need for accountability and justice, referencing biblical passages and noting that his son, serving in Poland, deserves to return to a safe and fair community

8. <u>COMMISSION REPORTS:</u>

Commissioner Bolton had no reports but encouraged residents to contact him at 954-275-3850 and follow him on Facebook and Instagram for updates. He highlighted a video on his Instagram showcasing the recent Fit Zone 2 event, where both kids and seniors participated.

Commissioner Wright Jr. had no formal report but encouraged residents to contact him at 954-826-8560. He highlighted his attendance at various community events, including the P.E.C.S. Expo and Commissioner Bolton's event, where residents expressed appreciation for community support. He praised the Pet Expo as a great success and emphasized his commitment to working with colleagues and supporting city events.

Commissioner Patterson acknowledged the recent tragedy and called for immediate action. She requested that BSO provide monthly reports on crime trends, arrests, and response times for public accountability. She also urged the city to work with a domestic violence expert, Dr. Kate Johnson, to develop initiatives addressing the issue. She invited District 3 residents to a March 5 event where applications will be accepted for up to $1,000 in assistance for housing and utility costs. A similar event for Kings Point will be held on March 3 in the cabaret room.

Vice Mayor Daniel invited residents to contact her via email and follow her on Facebook or Instagram for updates. She announced the Timeless Hollywood Gala on March 29 at 6:30 PM**,** honoring remarkable women from Tamarac. She encouraged everyone to check past event photos on Facebook and stay updated through her emails.

Mayor Gomez thanked Commissioner Wright Jr. for joining her at the pet expo, which had 400 participants, and acknowledged parks, public services, and rescue organizations. She attended the Florida Memorial University ribbon-cutting for its new Entrepreneur Center and participated in the Broward County Affordable Housing Committee's strategic planning meeting. She noted the city's work on a film project and addressed a grievance filed against her regarding a private community event. She spoke with the sheriff, who apologized for his absence and assured that all service gaps are being filled. She encouraged residents to share their input on Colony West.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 3:01 p.m.

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

____

Kimberly Dillon, City Clerk

____

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, February 26, 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.

DRAFT

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

DRAFT

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.e

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Tanya Williams
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR #14160
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR14160 - A Resolution of the City Commission of the City of Tamarac, Florida, Ratifying the Florida House of Representatives and the Florida Senate Appropriations Applications, attached hereto as "Composite Exhibit A," Requesting Funding in the Amount of $543,155, with a 1:1 Local Match, to Support Tamarac Park Safety and Health Enhancements Project; Authorizing the Appropriate City Officials to Accept the Appropriations Funding, in the Form of a $271,577 Grant; Approving the City's Matching Contribution of $271,577; Authorizing the City Manager and/or Appropriate City Official to Execute the Grant Agreement and any Other Necessary Documents, Between the City and the Florida Department of Environmental Protection (FDEP) to Receive the Funds, Pending Legal Review; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.
RECOMMENDATION:	The Grants and Governmental Affairs Manager and the Director of Parks and Recreation recommend that the City Commission: (i) ratify the Appropriations applications, requesting $543,155; (ii) accept the $271,577 grant award; (iii) approve the City's matching contribution of $271,577; and (iv) authorize the City Manager and/or other appropriate City Official to execute the grant agreement and any other necessary documents with the Florida Department of Environmental Protection (FDEP) to receive the funds.
BACKGROUND:	Tamarac Park is an essential recreational facility for the City, supporting youth and adult sports activities, summer camp programs, Halloween and holiday events, and fitness classes. The Tamarac Park Safety and Health Enhancements Project, also known as the "Tamarac Park Field, Lighting, Fence, Pathway Project," aims to improve

Tamarac Park by implementing safety and health-related upgrades that will enhance accessibility and public use.

To support this Project, the City submitted Appropriations applications to the Florida House of Representatives and the Florida Senate, requesting $543,155 in State funding and providing for a 1:1 local match, for park enhancements and upgrades estimated at approximately $1 million. See copy of the Appropriations applications attached to the temporary resolution, as Composite Exhibit A.

In early August 2024, Florida Department of Environmental Protection (FDEP) notified the City that it was awarded $271,577 in Appropriations funding, with a 1:1 local match of $271,577. The notification advised that FDEP would administer this fund as a cost reimbursement grant, and it included instructions for the necessary steps to prepare the grant agreement between the City and FDEP. However, in order for FDEP to prepare the grant agreement, the City was required to submit several documents, including a site plan, a Budget Cost Analysis Worksheet and a resolution (hereinafter collectively referred to as “pre-agreement documents”), by August 21, 2024.

To comply with FDEP’s request, the City would typically use the project information, including project scope of work, to prepare the pre-agreement documents. However, due to a public survey that was conducted by the City in Fall 2024, concerning amenities at Tamarac Park, the City requested additional time to respond to FDEP’s request, and was granted an extension through early January 2025.

During a recent update discussion with FDEP, the agency agreed to further extend the deadline for the City to submit the pre-agreement documents to FDEP, to no later than April 11, 2025. This new deadline, which is after the City’s March 26th Commission meeting (when the Tamarac Park amenities survey is on the meeting Agenda), is intended to give City staff time to obtain approval for any changes to the Park’s amenities and to prepare the pre-agreement documents that align with the project's approved scope and the funding requirements.

If the City accepts this $271,577 grant award of State funds, the City is required to provide the project amenities/elements listed in the Appropriations applications, on which the award is based. Accordingly, as reflected in the Appropriations applications, the following amenities must be included at Tamarac Park, satisfying the project’s approved scope:

- Lighting Upgrades: Replacement and installation of additional lighting fixtures to improve safety and playability of athletic fields.
- Security Enhancements: Installation of Code Blue Emergency Phones and new extended fencing to enhance security.
- Fitness Improvements: Development of a fitness/walking path.

It is crucial to note that the amenities and proposed project scope of work outlined in the awarded Appropriations applications were based on the existing project description, prior to the public survey. According to FDEP, any deviation from what was originally stated in the Appropriations applications may necessitate revisiting the House and Senate sponsors to seek approval for modifications. However, hypothetical discussions with FDEP indicate that a track and field amenity may be an acceptable substitution for a “fitness/walking path” and may not require sponsor(s) approval, as it arguably qualifies as a “multi-purpose path”, satisfying the “fitness/walking path” element in the project scope and aligning with the Applications’ stated purpose of health and safety enhancements.

ISSUE:

The City was awarded $271,577 in Appropriations funds, in the form a grant, with a 1:1 local match of $271,577 for the Project, and must execute a grant agreement with Florida Department of Environmental Protection (FDEP) to receive the State funds.

ATTACHMENTS:

Agenda_Memo.Tamarac_Park.docx
temporary Resolution.docx
Composite Exhibit A.Appropriations Applications.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM

TO: Levent Sucuoglu, City Manager

THRU: Maxine Calloway
Deputy City Manager

Rudolph Galindo
Director, Parks & Recreation Dept.

FROM: Tanya Williams, Grants Administrator

DATE: March 10, 2025

RE: TR #14160: Ratification of Appropriations Applications, Acceptance of a $271,577 Appropriations Grant, with 1:1 local match, and Execution of a Grant Agreement with the Florida Department of Environmental Protection for Tamarac Park Safety and Health Enhancements Project.

RECOMMENDATION:

The Grants and Governmental Affairs Manager and the Director of Parks and Recreation recommend that the City Commission: (i) ratify the Appropriations applications, requesting $543,155; (ii) accept the $271,577 grant award; (iii) approve the City's matching contribution of $271,577; and (iv) authorize the City Manager and/or other appropriate City Official to execute the grant agreement and any other necessary documents with the Florida Department of Environmental Protection (FDEP) to receive the funds.

ISSUE:

The City was awarded $271,577 in Appropriations funds, in the form a grant, with a 1:1 local match of $271,577 for the Project, and must execute a grant agreement with Florida Department of Environmental Protection (FDEP) to receive the State funds.

BACKGROUND:

Tamarac Park is an essential recreational facility for the City, supporting youth and adult sports activities, summer camp programs, Halloween and holiday events, and fitness classes. The *Tamarac Park Safety and Health Enhancements* Project, also known as the “Tamarac Park Field, Lighting, Fence, Pathway Project,” aims to improve Tamarac Park by implementing safety and health-related upgrades that will enhance accessibility and public use.

To support this Project, the City submitted Appropriations applications to the Florida House of Representatives and the Florida Senate, requesting $543,155 in State funding and providing for a 1:1 local match, for park enhancements and upgrades estimated at approximately $1 million.

See copy of the Appropriations applications attached to the temporary resolution, as Composite Exhibit A.

In early August 2024, Florida Department of Environmental Protection (FDEP) notified the City that it was awarded $271,577 in Appropriations funding, with a 1:1 local match of $271,577. The notification advised that FDEP would administer this fund as a cost reimbursement grant, and it included instructions for the necessary steps to prepare the grant agreement between the City and FDEP. However, in order for FDEP to prepare the grant agreement, the City was required to submit several documents, including a site plan, a Budget Cost Analysis Worksheet and a resolution (hereinafter collectively referred to as “pre-agreement documents”), by August 21, 2024.

To comply with FDEP’s request, the City would typically use the project information, including project scope of work, to prepare the pre-agreement documents. However, due to a public survey that was conducted by the City in Fall 2024, concerning amenities at Tamarac Park, the City requested additional time to respond to FDEP’s request, and was granted an extension through early January 2025.

During a recent update discussion with FDEP, the agency agreed to further extend the deadline for the City to submit the pre-agreement documents to FDEP, to n*o later than April 11, 2025*. This new deadline, which is after the City’s March 26th Commission meeting (when the Tamarac Park amenities survey is on the meeting Agenda), is intended to give City staff time to obtain approval for any changes to the Park’s amenities and to prepare the pre-agreement documents that align with the *project's approved scope* and the funding requirements.

If the City accepts this $271,577 grant award of State funds, the City is required to provide the project amenities/elements listed in the Appropriations applications, on which the award is based. Accordingly, as reflected in the Appropriations applications, the following amenities must be included at Tamarac Park, satisfying the *project’s approved scope*:

- <u>Lighting Upgrades</u>: Replacement and installation of additional lighting fixtures to improve safety and playability of athletic fields.
- <u>Security Enhancements</u>: Installation of Code Blue Emergency Phones and new extended fencing to enhance security.
- <u>Fitness Improvements</u>: Development of a fitness/walking path.

It is crucial to note that the amenities and proposed project scope of work outlined in the awarded Appropriations applications were based on the existing project description, prior to the public survey. According to FDEP, any deviation from what was originally stated in the Appropriations applications may necessitate revisiting the House and Senate sponsors to seek approval for modifications. However, hypothetical discussions with FDEP indicate that a track and field amenity may be an acceptable substitution for a “fitness/walking path” and may not require sponsor(s) approval, as it arguably qualifies as a “multi-purpose path”, satisfying the “fitness/walking path” element in the project scope and aligning with the Applications’ stated purpose of health and safety enhancements.

FISCAL IMPACT:

- Total Estimated Project Cost: $1,086,310
- State Appropriations funds: $271,577
- City Local Match Contribution: $271,577

The City has allocated $996,309 in its Capital Improvement Projects (CIPs) budget for this Project, so there will be no further fiscal impact on the City in accepting this award.

ATTACHMENT(S)

- Temporary Resolution No. 14060 (with Appropriations Applications, as Composite Exhibit A)

cc: Christine Cajuste, Financial Services Director

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RATIFYING THE FLORIDA HOUSE OF REPRESENTATIVES AND THE FLORIDA SENATE APPROPRIATIONS APPLICATIONS, ATTACHED HERETO AS “COMPOSITE EXHIBIT A,” REQUESTING FUNDING IN THE AMOUNT OF $543,155, WITH A 1:1 LOCAL MATCH, TO SUPPORT TAMARAC PARK SAFETY AND HEALTH ENHANCEMENTS PROJECT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT THE APPROPRIATIONS FUNDING, IN THE FORM OF A $271,577 GRANT; APPROVING THE CITY’S MATCHING CONTRIBUTION OF $271,577; AUTHORIZING THE CITY MANAGER AND/OR APPROPRIATE CITY OFFICIAL TO EXECUTE THE GRANT AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS, BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE THE FUNDS, PENDING LEGAL REVIEW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, in alignment with Strategic Goal #1, “Tamarac is Home,” and Strategic Goal #4, “Tamarac is Vibrant,” is committed to enhancing Tamarac Park with safety and health improvements; and

WHEREAS, the City submitted applications for State funding, hereinafter referred to as "Appropriations applications," by requesting Fiscal Year 2024-2025 funding through an "Appropriations Project Request" to the Florida House of Representatives and a "Local Funding Initiative Request" to the Florida Senate, to support the costs of the Tamarac Park project enhancements; and

WHEREAS, the Tamarac Park Safety and Health Enhancements Project, also known as the “Tamarc Park Field, Lighting, Fencing, Pathway Project,” includes the installation of an upgraded lighting system with additional fixtures, new and extended fencing, Code Blue Emergency phones, and a walking/multi-purpose path, consistent with the details provided in the approved Appropriations applications; and

WHEREAS, the total estimated cost of the project is $1,086,310, with the City requesting $543,155 and committing to a 1:1 local match, in the Appropriations applications; and

WHEREAS, the City has been awarded Two Hundred Seventy-One Thousand, Five Hundred Seventy-Seven Dollars ($271,577) in State funds, in the form of a grant, to be administered by the State of Florida Department of Environmental Protection (FDEP), with a required local match of $271,577; and

WHEREAS, the City is required to submit a resolution authorizing City official to enter a contract agreement with FDEP to accept the awarded funds; and.

WHEREAS, the Grants and Governmental Affairs Manager and the Director of Parks and Recreation recommend ratification of the Appropriations applications, acceptance of the State funds with the required match, and execution of a grant agreement consistent with the Appropriations applications and/or award; 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: (i) ratify the Appropriations applications; (ii) accept State funds in the form of a $271,577 grant, with a required local match of $271,577, to support the Tamarac Park Safety and Health Enhancements

Project; and (iii) pending legal review, execute a grant agreement and any other necessary documents between the FDEP and the City of Tamarac to receive the funds.

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

<u>SECTION 1:</u> 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.

<u>SECTION 2:</u> The City Commission of the City of Tamarac HEREBY ratifies the Appropriations applications. A copy of said Appropriations applications is attached hereto as "Composite Exhibit A" and is incorporated herein by this reference.

<u>SECTION 3:</u> The City Commission of the City of Tamarac HEREBY accepts the award of State funds in the form of a $271,577 grant and approves the required 1:1 local match, to support the Tamarac Park Safety and Health Enhancements Project.

<u>SECTION 4:</u> The City Manager and/or other appropriate City Official is HEREBY authorized to accept the award of State funds and, pending legal review, execute a grant agreement and any other necessary documents, consistent with the Appropriations applications, between the City of Tamarac and FDEP to receive the funds.

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

<u>SECTION 6:</u> If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon 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

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

For projects meeting the definition of House Rule 5.14

1. Title of Project: Tamarac Park Safety and Health Enhancements
2. Date of Submission: 11/09/2023
3. House Member Sponsor: Dan Daley

4. Details of Amount Requested:

a. Has funding been provided in a previous state budget for this activity? No
b. What is the most recent fiscal year the project was funded?
c. Were the funds provided in the most recent fiscal year subsequently vetoed?
d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2023-24 (If appropriated in 2023-24 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2024-25 (Requests for additional RECURRING funds are prohibited.)		
Column:	A	B	C	D	E	F
Funds Description:	Recurring Funds	Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	**Additional Nonrecurring Request**	**TOTAL Nonrecurring plus Recurring Base Funds**
Input Amounts:					543,154	543,154

e. Provide the total cost of the project for FY 2024-25 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	543,154	50.0%	N/A
2. Federal	0	0.0%	No
3. State (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local	543,154	50.0%	Yes

5. Other	0	0.0%	No
TOTAL	1,086,308	100%	

5. Is this a multi-year project requiring funding from the state for more than one year?
No

6. Which is the most appropriate state agency to place an appropriation for the issue requested? Department of Environmental Protection
a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? No
b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.
Forfeiture of State Funds.

7. Requester:
a. Name: Tanya Williams
b. Organization: City of Tamarac
c. Email: Tanya.Williams@Tamarac.org
d. Phone #: (954)597-3582

8. Contact for questions about specific technical or financial details about the project.
a. Name: Melissa Petron
b. Organization: City of Tamarac
c. Email: Melissa.Petron@Tamarac.org
d. Phone #: (954)597-3624

9. Registered lobbyist working to secure funding for this project.
a. Name: Ronald L. Book
b. Firm: Ronald L. Book PA
c. Email: ron@rlbookpa.com
d. Phone #: (305)935-1866

10. Organization or Name of entity receiving funds:
a. Name: City of Tamarac

b. County (County where funds are to be expended): Broward

c. Service Area (Counties being served by the service(s) provided with funding): Broward

11. What type of organization is the entity that will receive the funds?

- ○ For Profit
- ○ Non Profit 501(c)(3)
- ○ Non Profit 501(c) (4)
- ⦿ Local Government
- ○ School District
- ○ State Agency
- ○ University or College
- ○ Other (Please describe)

12. What is the specific purpose or goal that will be achieved by the funds being requested?

Funding will go towards the construction and installation of a variety of safety and health enhancements and amenities throughout the park.

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Should equal 4d, Col. E) Enter “0” if request is zero for the category
Administrative Costs:		
☐a. Executive Director/Project Head Salary and Benefits		
☐b. Other Salary and Benefits		
☐c. Expense/Equipment/Travel/Supplies/Other		
☐d. Consultants/Contracted Services/Study		
Operational Costs:		
☐e. Salaries and Benefits		

☐f. Expenses/Equipment/Travel/Supplies/Other		
☐g. Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
☑h. Construction/Renovation/Land/Planning Engineering	Funding will go towards the construction and installation of a variety of safety and health enhancements and amenities throughout the park.	543,154
TOTAL		543,154

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?
    - ○For Profit
    - ○Non Profit 501(c) (3)
    - ○Non Profit 501(c) (4)
    - ⦿Local Government
    - ○School District
    - ○State Agency
    - ○University or College
    - ○Other (Please describe)

15. Is the project request an information technology project?
    No

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?
    No

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?
    No

18. Will the requested funds be used directly for services to citizens?
Yes

a. What are the activities and services that will be provided to meet the purpose of the funds?
The City hosts youth and adult sports activities, summer camp activities, Halloween and holiday events, and fitness classes at Tamarac Park. The proposed safety and health enhancements and amenities upgrade will make this park even more attractive and inviting for visitors, resulting in increased park usage.

b. Describe the direct services to be provided to the citizens by the funding requested.
People of all ages, backgrounds, and abilities, who enjoy day or evening activities like relaxing, walking, exercising, picnics, or playing baseball or other sports, will benefit from having an updated park with improved lighting and security measures. The project will improve the appearance of our park and improve the quality of life for our residents.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- ☐Elderly persons
- ☐Persons with poor mental health
- ☐Persons with poor physical health
- ☐Jobless persons
- ☐Economically disadvantaged persons
- ☐At-risk youth
- ☐Homeless
- ☐Developmentally disabled
- ☐Physically disabled
- ☐Drug users (in health services)
- ☐Preschool students
- ☐Grade school students
- ☐High school students
- ☐University/college students
- ☐Currently or formerly incarcerated persons
- ☐Drug offenders (in criminal Justice)
- ☐Victims of crime
- ☑General (The majority of the funds will benefit no specific group)

☐Other (Please describe)

d. How many in the target population are expected to be served?

○< 25
○25-50
○51-100
○101-200
○201-400
○401-800
⦿>800

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
☑Improve physical health	Physical and mental health outcomes are significantly improved for individuals of all ages, backgrounds, and abilities that have access to and take advantage of parks and recreation, facilities amenities, activities, and social interactions.	Outcomes may be measured by surveys to participants in park programs, attendees at events for this location, or Broward County residents or visitors utilizing the enhanced park amenities for active and passive recreation.
☑Improve mental health	More time spent in parks and green spaces can help individuals fight against mental health issues such as anxiety and stress. Access to parks and outdoor programming positively affects health and quality of life.	Outcomes may be measured by surveys to participants in park programs, attendees at events for this location, or Broward County residents or visitors utilizing the enhanced park amenities for active and passive recreation.

☐Enrich cultural experience		
☐Improve agricultural production/promotion/education		
☐Improve quality of education		
☐Enhance/preserve/improve environmental or fish and wildlife quality		
☑Protect the general public from harm (environmental, criminal, etc.)	Complete fencing and improved lighting will influence behavior and enhance safety.	Outcomes may be measured by surveys to participants in park programs, attendees at events for this location, or Broward County residents or visitors utilizing the enhanced park amenities for active and passive recreation.
☐Improve transportation conditions		
☐Increase or improve economic activity		
☐Increase tourism		
☐Create specific immediate job opportunities		
☐Enhance specific individual's economic self sufficiency		
☐Reduce recidivism		
☐Reduce substance abuse		
☐Divert from Criminal/Juvenile justice system		
☐Improve wastewater management		

☐Improve stormwater management		
☐Improve groundwater quality		
☐Improve drinking water quality		
☐Improve surface water quality		
☐Other (Please describe):		

The Florida Senate
Local Funding Initiative Request
Fiscal Year 2024-2025

LFIR # 2088

1. Project Title Tamarac Park Safety and Health Enhancements and Upgrades

2. Senate Sponsor Rosalind Osgood

3. Date of Request 12/12/2023

4. Project/Program Description

The scope of this project will include a redesign of the fields and removal of scorekeeper stations, dugouts, and batting cage at Tamarac Park, and also the installation of enhanced safety and/or health amenities, such as updated lighting system with additional lights, new and extended fencing, installation of Code Blue Emergency phones, and the installation of a fitness/walking path. The requested funds will help implement these safety and health enhancements at the park, that will benefit all ages, and visitors and residents alike.

5. State Agency to receive requested funds Department of Environmental Protection

State Agency contacted? No

6. Amount of the Nonrecurring Request for Fiscal Year 2024-2025

Type of Funding	Amount
Operations	0
Fixed Capital Outlay	543,155
Total State Funds Requested	**543,155**

7. Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	543,155	50%
Matching Funds		
Federal	0	0%
State (excluding the amount of this request)	0	0%
Local	543,155	50%
Other	0	0%
Total Project Costs for Fiscal Year 2024-2025	**1,086,310**	**100%**

8. Has this project previously received state funding? No

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future funding likely to be requested? No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

local funds

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic?

Yes

If yes, indicate the amount of funds received and what the funds were used for.

CFR funds /FHFC $1,558,000. - community assistance programs: feeding seniors, residential mortgage, rental, utility assistance, emergency repairs for roof and electric work, and disaster preparedness education and supplies;
CDBG-CV – $584,731 for residential mortgage, rent, utility assistance, and disaster preparedness education and supplies;
Provider Relief Fund - $35,966.62 for PPE;
Local, State, and Tribal Government Assistance – $5,448,503 funds for public safety services

Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. Status of Construction

a. What is the current phase of the project?

○ Planning ◉ Design ○ Construction ○ N/A

b. Is the project "shovel ready" (i.e permitted)? Yes

c. What is the estimated start date of construction? December 1, 2023

d. What is the estimated completion date of construction? September 1, 2024

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

City of Tamarac

13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other		0
Consultants/Contracted Services/Study		0
Operational Costs: Other		
Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other		0
Consultants/Contracted Services/Study		0
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering	Funding will go towards the construction and installation of a variety of safety and health enhancements and amenities throughout the park	543,155
Total State Funds Requested (must equal total from question #6)		**543,155**

14. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The replacement of the lights and fencing is critical as part of the Parks' infrastructure to ensure ongoing safe usage and enjoyment of the park. The installation of emergency phones and additional lights will increase the safety in the park and the lights will increase the playability of the athletic fields. The project will also create opportunities for the enhancement of fitness classes with the installation of the fitness/walk path.

b. What activities and services will be provided to meet the intended purpose of these funds?

The City hosts youth and adult sports activities, summer camp activities, Halloween and holiday events, and fitness classes at Tamarac Park. The proposed safety and health enhancements and amenities upgrade will make this park even more attractive and inviting for visitors, resulting in increased park usage.

c. What direct services will be provided to citizens by the appropriation project?

People of all ages, backgrounds, and abilities, who enjoy day or evening activities like relaxing, walking, exercising, picnics, or playing baseball or other sports, will benefit from having an updated park with improved lighting and security measures. The project will improve the appearance of our park and improve the quality of life for our residents.

d. Who is the target population served by this project? How many individuals are expected to be served?

All residents of the City of Tamarac, plus the surrounding areas, will be served by theimproved park. The target population is general, every age; there is no age cap for enjoying the outdoors. This improvements will give those citizens the ability to come out and have fun, socialize, and exercise, day or night.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Physical and mental health outcomes are significantly improved for individuals of all ages, backgrounds, and abilities that have access to and take advantage of parks and recreation, facilities amenities, activities, and social interactions. More time spent in parks and green spaces can help individuals fight against mental health issues such as anxiety and stress. Access to parks and outdoor programming positively affects health and quality of life. Fence and lighting will enhane safety and provide deterrent from crimes. Outcomes may be measured by surveys to participants in park programs, attendees at events for this location, or Broward County residents or visitors utilizing the enhanced park amenities for active and passive recreation.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for the contract?

Performance and payment bonds; 5% retainer per Florida Statutes; liquidated damages, if the contractor does not finish the project in the timeframe it provides.

15. Requester Contact Information

a. First Name Tanya **Last Name** Williams

b. Organization City of Tamarac

c. E-mail Address Tanya.Williams@Tamarac.org

d. Phone Number (954)597-3582 **Ext.**

16. Recipient Contact Information

a. Organization City of Tamarac

b. Municipality and County Broward

c. Organization Type

❑For Profit Entity

❑Non Profit 501(c)(3)

❑Non Profit 501(c)(4)

☑Local Entity

❑University or College

❑Other (please specify)

d. First Name	Tanya
Last Name	Williams
e. E-mail Address	Tanya.Williams@Tamarac.org
f. Phone Number	(954)597-3582

17. Lobbyist Contact Information

a. Name	Ronald L. Book
b. Firm Name	Ronald L. Book PA
c. E-mail Address	ron@rlbookpa.com
d. Phone Number	(305)935-1866

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.f

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	14226
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR14226 - A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2024-2025 Fiscal Year Home Investment Partnership ("HOME") funds in the amount of $152,215 for a term retroactively commencing October 1, 2024 with an end date of March 31, 2026; authorizing the appropriate City Officials to execute an Interlocal Agreement between Broward County and the City of Tamarac for the designation of subrecipient and providing for disbursement of HOME program funds for the owner-occupied minor home repair program, Fiscal Year 2024-2025 , attached hereto as Exhibit "A", and incorporated herein; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The Director of Community Development recommends that the City Commission approve the Interlocal Agreement between Broward County and the City of Tamarac for the administration of the Home Investment Partnership Program (HOME) for Program Year (PY) 2024/2025 funds.
BACKGROUND:	The City Commission renewed its participation as a member of the Broward County HOME Consortium on June 14, 2011. The HOME Consortium was created to allow for Broward County to allocate Department of Housing and Urban Development (HUD) funds to local governments to undertake housing assistance activities. Program Year 2024/2025 HOME funds are released by the County through the Consortium. The County has thirteen HOME Consortium members that must spend its funds in a two-year cycle. The PY 2024/2025 Interlocal Agreement with Broward County for the administration of the City's HOME funds commences retroactively to October 1, 2024, and ends March 31, 2026. The total HOME Funds in the

amount of $152,215 will be committed to income eligible Tamarac households for the rehabilitation of residential properties under the City's Owner-Occupied Minor Home Repair program. The PY 2024/2025 HOME funds will assist in the completion of home rehabilitation activities for a minimum of two (2) properties.

ISSUE: City Commission approval is needed for the Interlocal Agreement between Broward County and the City of Tamarac for the City's Program Year 2024/2025 HOME funds in the amount of $152,215.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR14226 - Memo-HOME-FY 24-25.pdf

TR14226 - Resolution-HOME-FY 24-25.pdf

FY24-25 HOME - Tamarac - Home Rehabilitation.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (25 03 002M)
COMMUNITY DEVELOPMENT

To: Levent Sucuoglu, City Manager

From: Maxine A. Calloway, Community Development Director

Date: March 4, 2025

Re: **HOME – Approval of Interlocal Agreement - FY 2024/2025**
Temp Reso. No. 14226

Recommendation: The Director of Community Development recommends that the City Commission approve the Interlocal Agreement between Broward County and the City of Tamarac for the administration of the Home Investment Partnership Program (HOME) for Program Year (PY) 2024/2025 funds.

Issue: City Commission approval is needed for the Interlocal Agreement between Broward County and the City of Tamarac for the City's Program Year 2024/2025 HOME funds in the amount of $152,215.

Background: The City Commission renewed its participation as a member of the Broward County HOME Consortium on June 14, 2011. The HOME Consortium was created to allow for Broward County to allocate Department of Housing and Urban Development (HUD) funds to local governments to undertake housing assistance activities.

Program Year 2024/2025 HOME funds are released by the County through the Consortium. The County has thirteen HOME Consortium members that must spend its funds in a two-year cycle. The PY 2024/2025 Interlocal Agreement with Broward County for the administration of the City's HOME funds commences retroactively to **October 1, 2024, and ends March 31, 2026**. The total HOME Funds in the amount of $152,215 will be committed to income eligible Tamarac households for the rehabilitation of residential properties under the City's Owner-Occupied Minor Home Repair program. The PY 2024/2025 HOME funds will assist in the completion of home rehabilitation activities for a minimum of two (2) properties.

Citizen Participation: Significant changes in strategies and/or level of funding must be disclosed to the public and citizens are provided with the opportunity to review and comment. For Program Year (PY) 2024/2025, terms and conditions allow for assistance up to $85,000 and previous years balances, including the program year for this agreement (PY 2024-2025), will also be subject to the same terms and conditions allowing for assistance up to $85,000. Citizens and stakeholders are encouraged to provide comments during the Annual Action Plan comment period, June 6, 2024 - July 10, 2024, and during the public hearing at the July 10, 2024, City Commission Meeting. The draft of the Annual Action Plan is posted on the City's website at www.tamarac.org/housing.

Fiscal Impact: Funding in the amount of $152,215 is appropriated as part of the Fiscal Year 2024/2025 budget process by the County. Funds will be allocated by Broward County on a reimbursement basis. As such, these grant funds will not impact the City's general fund.

This agenda item is consistent with the City's Strategic Plan goal #1- Tamarac is Home and #4-Tamarac is Vibrant.

Maxine A. Calloway
Maxine A. Calloway,
Director of Community Development

Attachments:
Temporary Resolution # 14226
EXHIBIT A – Fiscal Year 2024/2025 Interlocal Agreement

MAC/nl

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING THE 2024-2025 FISCAL YEAR HOME INVESTMENT PARTNERSHIP ("HOME") FUNDS IN THE AMOUNT OF $152,215 FOR A TERM RETROACTIVELY COMMENCING OCTOBER 1, 2024 WITH AN END DATE OF MARCH 31, 2026; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC FOR THE DESIGNATION OF SUBRECIPIENT AND PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM, FISCAL YEAR 2024-2025, ATTACHED HERETO AS EXHIBIT "A", AND INCORPORATED HEREIN; <u>PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.</u>

WHEREAS, the City of Tamarac ("City") and Broward County ("County") are members of the Broward County HOME Consortium ("Consortium"), and are subject to the terms and conditions of the HOME Investment Partnership Program Consortium Cooperation Agreement ("HOME Agreement") renewed by the City and the County on June 14, 2011; and

WHEREAS, in its representative capacity for members of the Consortium to the Department of Housing and Urban Development ("HUD"), the County is the recipient of HOME funds from HUD, and has allocated these funds to various municipalities within the County, including the City; and

WHEREAS, the City must be designated as HOME subrecipient in order to directly execute contracts for HOME eligible activities; and

WHEREAS, the City Commission desires the City to be designated as a HOME subrecipient and to enter into the Interlocal Agreement with the County for HOME Program funds for Fiscal Year 2024-2025 in the amount of $152,215 for a term retroactively commencing October 1st, 2024 and ending March 31, 2026, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Community Development Director recommends the approval of the Interlocal Agreement with the County for HOME Program funds for Fiscal Year 2024-2025 in the amount of $152,215, for a term retroactively commencing October 1st, 2024 and ending March 31, 2026; and

WHEREAS, it is recommended that the City Manager be authorized to exercise any extensions to the contract if necessary and appropriate; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City to enter into the Interlocal Agreement with the County for the Designation of Subrecipient and Disbursement of HOME Program funds for housing rehabilitation under the City’s Owner-Occupied Minor Home Repair program for Fiscal Year 2024-2025 for expenditures retroactively commencing October 1st, 2024 through March 31, 2026;.

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

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

Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission approves the Interlocal Agreement and the designation of the City of Tamarac as a subrecipient for purposes of the HOME Investment Partnership Program Consortium Cooperation Program, and further authorizes the appropriate City officials to execute the Interlocal Agreement with Broward County for Designation of Subrecipient and Disbursement for the HOME Program for Fiscal Year 2024-2025, a copy of which is attached hereto as Exhibit “A”.

SECTION 3: The City Manager is authorized to exercise any extensions to the contract if necessary and appropriate.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2024 – 2025 (CFDA # 14.239 / FAIN # M24-DC-120201)

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Tamarac, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On December 10, 2024 (Agenda Item No. 46), the Broward County Board of County Commissioners authorized HOME funding to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Code** means the Broward County Code of Ordinances.

1.4 **Commitment** means "Commitment" as defined under 24 C.F.R. Part 92.2.

1.5 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.

1.6 **County Administrator** means the administrative head of County appointed by the Board.

1.7 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.8 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.9 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.10 **HUD** means the United States Department of Housing and Urban Development.

1.11 **Income Eligible Household** means a "low-income" or "very low-income" family, each as defined in 24 C.F.R. Part 92.2.

1.12 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.13 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD's Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.15 **Services** means all work required of City under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Project Description attached as Exhibit A.

1.16 **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through City, regardless of tier.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A **Project Description**
Exhibit B **Budget**
Exhibit C **Project Timeline**
Exhibit D **Quarterly Progress Report**
Exhibit E **Request for Payment**
Exhibit F **Form of Mortgage and Note**
Exhibit G **Affirmative Marketing Policy**
Exhibit H **Homebuyer/Homeowner Agreement**

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Housing Rehabilitation Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence for City’s performance of the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports for each quarter must be submitted to County no later than the tenth (10^{th}) calendar day of the following quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.3.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, Services or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all Services or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of

County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. City shall properly record the executed mortgage and promissory note and furnish them to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

3.7 City shall meet or exceed the standards described in Exhibit A, and all Applicable Law, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Fifty Two Thousand Two Hundred and Fifteen and 00/100 Dollars ($152,215). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

4.3.1 Documentation of costs associated with any City personnel providing any Services, if applicable;

4.3.2 An executed copy of each Subcontractor contract authorizing Services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;

4.3.5 A certified copy of the purchase order or other City document authorizing the Services, activities, or materials for which City is invoicing;

4.3.6 A copy of all Subcontractor invoices for the Project indicating the Services or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;

4.3.7 A certification from City's administrator or the administrator's authorized representative certifying that the Services, or activities, or materials being invoiced have been received or completed;

4.3.8 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and

4.3.9 For reimbursement of any retainage paid by City, City must provide the following additional documentation:

(a) Evidence, satisfactory to County, of completion of all Project work and objectives;

(b) Copies of executed release forms from all Subcontractors;

(c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable);

(d) Copies of final certified plans and "as built" drawings, if applicable;

(e) Copies of final permits for the Project, and evidence that all permits for the Project have been closed;

(f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and

(g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) days after receipt of City's proper Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to City's address in accordance with Section 12.8, unless otherwise requested by City in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions. Suspension of payment shall not excuse City from continued delivery of Services.

4.10 At the sole discretion of the Contract Administrator, unexpended HOME Funds not provided to or reimbursed to City under the terms of this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice Subcontractor fees only in the actual amount paid by City, without markup or other adjustment.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account (i) of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract

Administrator, or (ii) City's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

5.2 <u>For construction-related activities</u>. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, and its current, past, and future officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and/or persons employed or utilized by City in the performance of this Agreement, including but not limited to City's Subcontractors, consultants, sub-subconsultants, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 City shall require that each Subcontractor maintains insurance coverage that adequately covers Subcontractor's exposure based on the Services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications. City represents and certifies that it and its Subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

7.7 Public Entity Crime Act. In the event City contracts with a Subcontractor to provide any of the Services, City shall require that each Subcontractor attest that: (a) it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes; (b) its entry into the agreement with the City will not violate that statute; (c) there is no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes; and (d) it has not been formally charged with committing an act as defined as a "public entity crime" regardless of the amount of money involved or whether the Subcontractor has been placed on the convicted vendor list.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all Applicable Law, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.

8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.

8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.

8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.

8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

In compliance with 24 C.F.R. Part 92.504(c)(2)(iv), while City shall assist County to enable County to carry its environmental review responsibilities, City does not assume the County's responsibilities for environmental review under 24 C.F.R. Part 92.352, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homeowner, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(b) and specifies the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met. City shall review Exhibit H for legal sufficiency and ensure that the agreement it enters into with each Income Eligible Household complies with all applicable requirements.

8.14 City shall ensure that the home rehabilitation performed pursuant to the Project complies with the property standards set forth in 24 C.F.R. 92.251(b), including but not limited to, (i) applicable state and local codes and ordinances, including zoning requirements and the Florida Building Code; (ii) lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355; (iii) the standards for major systems, set forth in 24 C.F.R. Part 92.251(b)(1)(ii); (iv) the accessibility standards of 24 C.F.R. Part 8, and Titles II and III of the Americans with Disability Act (42 U.S.C. 12131-12189), as applicable, and (v) uniform physical conditions standard, in accordance with 24 C.F.R. 5.703 and 24 C.F.R. 5.705.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards” and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, “Audit Requirements,” and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of

City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with the Agreement, Applicable Law, and HUD regulations.

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 92.503, in accordance with the provisions under 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

This Agreement begins retroactively on October 1, 2024 ("Effective Date"), and continues through April 1, 2026 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional

Extension, as those terms are defined in this article, are collectively referred to as the "Term." City must ensure Project Completion prior to expiration of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 <u>Termination for Cause</u>.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within ten (10) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; or (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 If this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

11.8 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges, reimburse County for administrative costs, and pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:
City of Tamarac
Maxine Calloway, Director
7525 NW 88th Avenue, Room 206
Tamarac, Florida 33321
Email address: Maxine.Calloway@tamarac.org

12.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals, or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

12.25 Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of City, City hereby attests under penalty of perjury that City does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true.

12.28 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of December, 2024 (Agenda Item No. 46), and City of Tamarac, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

COUNTY

Broward County, by and through
its County Administrator

By: ______________________________
Monica Cepero

____ day of ______________, 20__

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

By: ______________________________
Karina D. Rodrigues (Date)
Assistant County Attorney

By: ______________________________
Annika E. Ashton (Date)
Deputy County Attorney

KDR
Tamarac Home Repair FY24-25
2/7/2025

CITY

CITY OF TAMARAC

ATTEST:

By: ______________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

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

____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2024-2025

Project Description: City of Tamarac
Housing Rehabilitation Program-Minor Home Repair

HOME Funds Allocation: $140,247

Program Income: $11,968

Total Allocation: $152,215

Project Description:

HOME Funds in the amount of One Hundred Fifty-Two Thousand Two Hundred Fifteen Dollars ($152,215) provided under this Agreement shall be used by City to provide housing rehabilitation-minor home repair to a minimum of one (1) Income Eligible Households, at an amount up to Eighty-Five Thousand Dollars ($85,000) for each low-income family, as defined in 24 C.F.R. Part 92.2. City shall certify each applicant for income-eligibility as provided for in this Agreement.

Program Summary

City shall require each Income Eligible Household to execute a Mortgage and Promissory Note for any HOME Funds provided in accordance with this Agreement in favor of the County. The maximum grant amount for each Income Eligible Household includes all administrative fees and lead-based paint fees. Applicants will be processed by City on a first-qualified, first-served basis. The existing home value shall be in accordance with homeownership value limits set annually by HUD regulations.

The loan terms shall be as follows:

- Maximum assistance of $85,000 for each low-income family, as defined in 24 C.F.R. Part 92.2.

- There shall be no annual reduction during the first fourteen (14) year occupancy period, and a principal reduction of 50% beginning in year 14. The principal balance of the loan ("Loan") shall be forgiven at the end of fifteen (15) years. Full repayment of the Loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the fifteen (15) year occupancy period.

- The loan terms are subject to the affordability periods as mandated by HUD regulations.

City's Responsibilities

- City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.

- City will forward to County within 30 days all original Mortgages, Promissory Notes (with a recorded copy) and **Homeowner Agreements** (Homeowner Agreements are not required to be recorded).

- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.

- City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:

  - Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 C.F.R. Part 92.251, Property Standards.

  - The environmental effects of each activity carried out with HOME Funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969. To enable the County to carry its environmental review responsibilities, before HOME Funds are committed to the Project, the City shall 1) conduct a Tier I Environmental Review (ERR) and submit it to the County so that County may request the Release of Funds from HUD, and 2) when the beneficiary is identified, ensure that a Tier II Environmental Review (ERR) is conducted in accordance with 24 C.F.R. Part 58, per 24 C.F.R. Part 92.504(c)(2)(iv), and 24 C.F.R. Part 92.352, and provide it to the County.

  - Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.

  - Income Eligible Household shall refer to a household with a maximum household income less at 80% or below of County median income.

  - Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

- **City will ensure that each household has a written homeowner rehabilitation agreement in substantially the form set forth in Exhibit H, as per 24 C.F.R. 92.504(c)(5)(i) prior to disbursing HOME Funds.**

<u>County's Responsibilities</u>

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.

- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

<u>Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)</u>

Subrecipient name: City of Tamarac

Subrecipient Unique Entity Identifier: TTF2J2YM9K83

Federal Award Identification Number (FAIN): M24-DC-120201

Federal Award Date: September 10, 2024

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: $152,215; Amount includes only federal funds from County's fiscal year 2024-2025 Annual Action Plan.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
Federal Awarding Agency: United States Department of Housing and Urban Development
Pass-through Entity: Broward County
Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B - CFDA 14.239

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

The HOME Rehabilitation Program is designed to assist homeowners with minor rehabilitation of substandard owner-occupied housing units in need of repairs to correct code violations and health and safety issues.

The City must establish rehabilitation standards for all HOME-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. City should ensure its rehabilitation standards address its priorities and at a minimum meet the requirements of Applicable Law, including applicable State or local codes, and HUD HOME Regulations. The description of its standards must comply with the requirements of 24 C.F.R. 92.251(b)(1)), and be in sufficient detail to determine the required rehabilitation work, including **methods and materials** to be used. The entire HOME-assisted housing must meet all Applicable Law (i.e. applicable State or local codes, ordinances, and HUD requirements).

HUD plans to issue guidance regarding how to incorporate the Uniform Property Condition Standards (UPCS) into the standards for rehabilitation and acquisition projects. City will be responsible for ensuring compliance with new requirements under Applicable Law, including HUD requirements, and for updating its rehabilitation standards accordingly.

In addition, the City shall evaluate its current ***processes*** for inspecting HOME-assisted housing to ensure compliance with applicable standards. The 2013 Rule (pursuant to 24 C.F.R. 92.3(b)) requires the following inspections and project reviews:

- An initial property inspection to determine the extent of work to be completed for rehabilitation projects
- Review and approval of project plans (work write-ups) and cost estimates
- Construction progress and final inspections to ensure that work is done in accordance with the Applicable Law, the construction contract, and construction documents

City must include in the work write-up prepared for each HOME-assisted housing all work required to bring the entire housing into compliance with Applicable Law and standards.

The City establishes the priorities as follows:

i. *Health and safety;*
ii. Major systems;
iii. Lead-based paint;

iv. Accessibility;
v. Code deficiencies (including all local codes, ie. South Florida Building Codes (SFBC) and zoning requirements); and
vi. Disaster mitigation, where relevant.

Program Implementation Overview
The City of Tamarac's Community Development Department, through its Housing Division, is responsible for the management, implementation, and the bidding and construction process of the City's Owner-Occupied Minor Home Rehabilitation Program. The Housing and Community Development Manager, or her designee, operates the program according to the housing guidelines and consistent with HUD regulations and County policies. Personnel will assist Income Eligible Households that meet the HUD income guidelines and currently own a home and occupy it as their primary and only residence within the City of Tamarac. Accomplishments will be measured through the completion of minor home rehabilitation projects for a minimum of one (1) home within the City. Program implementation includes the following:

1. Direct service to HOME eligible recipients and properties may include, but is not limited to:
    a. Advertise and distribute program information to ensure the community is aware of available funding through the Owner-Occupied RehabilitationProgram;
    b. Coordinate client intake and property eligibility;
    c. Process and approve applications;
    d. Perform property assessments;
    e. Develop a comprehensive bid specification and Scope of Work for eligible units;
    f. Conduct established bidding procedures;
    g. Award to qualified contractors;
    h. Prepare City's closing documents;
    i. Schedule closings with qualified owner-occupants;
    j. Prepare transmittal documents for recording in a timely fashion;
    k. Oversee and manage the construction process from permitting through the final inspections; and
    l. Review and approval of change orders.

2. Quarterly reporting of program status:
    a. Provide Quarterly Reports on program activities and progress;
    b. Review current status of program for compliance with HUD guidelines andprogram objectives;
    c. Complete all reports required by County and HUD;
    d. Monitor program expenditures; and
    e. Prepare and submit reimbursement requests.

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

BUDGET NARRATIVE	Cost Category	HOME Funds	City Funding	Other Funding Sources	Total
A	Personnel (Service Delivery/ADC)	$ 16,669.06			$ 16,669.06
	Fringe Benefits				
B	Travel				$ -
C	Equipment/Supplies	$ 518.58			$ 518.58
D	Direct Client Subsidy	$ 135,027.36			$ 135,027.36
E	Contractual Services				$ -
F	Construction				$ -
G	Inspections/Testing	$ -			$ -
H	Lien Recording/Doc. Stamp Fees	$ -			$ -
I	Other				$ -
	Total	$ 152,215.00	$ -	$ -	$ 152,215.00

BUDGET NARRATIVE[1]

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

Direct Client Subsidy: Cost of rehabilitation, to include soft costs, for a minimum of one (1) Income Eligible Households at an amount up to $85,000 for each low-income family, as defined in 24 C.F.R. Part 92.2. **The balance, if any, will be used to assist (or leverage) additional client(s) for housing rehabilitation assistance-minor home repair assistance**.

- Activity/Service Delivery Cost (ADC): estimated $16,669.06
  (when submitting reimbursement, City must include timesheets and or negotiated contracts associated with implementation of the Project)

- Equipment/Supplies: $518.58

- Other Costs (appraisals, recording fees, etc.): **included in Activity/Service Delivery Cost**

HOME Funds under the Agreement in the amount of One Hundred Fifty-Two Thousand Two Hundred Fifteen Dollars ($152,215) shall be administered by City to provide housing rehabilitation-minor home repair to a minimum of one (1) Income Eligible Household, at an amount up to Eighty-Five Thousand Dollars ($85,000). Activity/Service Delivery Costs for the City to implement this Activity is **$16,669.06**. Equipment/Supplies costs for the City to implement this Activity is **$518.58**. The balance, if any, will be used to assist (or leverage) additional client(s).

The Direct Client Subsidy maximum amounts include all costs, with the exception of recording fees. The total Direct Client Subsidy amount will be reflected on the mortgage.

When submitting requests for payments for direct services, they must be accompanied by a timesheet(s) which includes client name, address and a description of work tied to hours billed.

<u>Allowable Cost for U.S. HUD Share of Budget</u>

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

(A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
(B) Bad debts.
(C) Contingencies.
(D) Contribution and donations.
(E) Entertainment.
(F) Fines and penalties.
(G) Interest.
(H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

<u>Personnel (Salary)</u> costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	PROJECTED YEARLY TOTAL	START-UP	COMPLETION
Ensure commitment of HOME Funds	1	December 1, 2024	December 31, 2025
Identify and process Income Eligible Households	2	December 1, 2024 (Ongoing)	November 1, 2025
Preparation and Execution of Homeowner Agreements with Income Eligible Clients (Encumber funds)	2	January 1, 2024 (Ongoing)	December 31, 2025
Commence Work Write-Ups	2	January 31, 2025	November 30, 2025
Conduct pre-bids and award of projects	2	February 28, 2025	December 31, 2025
Commence Repairs	2	February 28, 2025	December 31, 2025
Repairs Completed	2	n/a	March 15, 2026
Expend the HOME Funds allocated to the Project	1	December 1, 2024 (Ongoing)	March 31, 2026
Provide invoices to County	2	June 1, 2025	March 31, 2026* *(all funds must be expended on or prior to this date)
Provide Quarterly Progress Reports to County	6	October 1, 2024	March 31, 2026
Provide Final Report to County with Final Beneficiary Data	1	n/a	March 31, 2026

The timeline is structured for the County to be able to comply with the HUD commitment regulations. The County will consider requests for extensions of deadlines on a case-by-case basis and retains full discretion to accept or deny such requests. The County will not extend any deadlines unless there is an available exception.

EXHIBIT D

QUARTERLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text. Year Click or tap here to enter text.
Project Fiscal Year Click or tap here to enter text. Date of Report Click or tap here to enter text.

1. Project Information.

City or Agency Name Click or tap here to enter text.

Project Title Click or tap here to enter text.

Project Start-up Date Click or tap to enter a date.

Project Completion Date Click or tap to enter a date.

Revised Completion Date if applicable Click or tap to enter a date.

Name and Title of Person Preparing the Report Click or tap here to enter text.

Signature ___________________________________

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	Fiscal Year Project budget	Total Expenditure Up to Last Billing	Expenditures not yet submitted	Total Funds Expended to Date	Percentage Expended
HOME Funds				$ -	0%
Other Funding (specify source)				$ -	0%
Total Project	$ -	$ -	$ -	$ -	0%

3. Percent of Project completed to date Click or tap here to enter text. %

4. Declaration of Agency Program Income.

Program Income/Recapture Amount: $ Click or tap here to enter text. Funding Year FY Click or tap here to enter text. Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text. Date received by City Click or tap here to enter text. Type of Activity (Rehab or DPA) Click or tap here to enter text. Date check sent to County Click or tap here to enter text.

<u>5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable</u>

Work Tasks	Projected Yearly Project Performance	**Status during period of this report** (i.e., Underway or Completed)	Indicate number served **during this report period only**	Fiscal Year to Date Progress
Ensure commitment of HOME Funds	1			
Identify and process Income Eligible Households	2			
Preparation and Execution of Homeowner Agreements with Income Eligible Clients (Encumber funds)	1			
Commence Work-Write Ups	2			
Conduct pre-bids and award of projects	2			
Commence Repairs	2			
Repairs Completed	2			
Expend the HOME Funds allocated to the Project	1			
Provide invoices to County	2			
Provide Quarterly Progress Reports to County	6			
Provide Final Report to County with Final Beneficiary Data	1			

Beneficiary Information for clients being served **this Report Period**	Name 1. Click or tap here to enter text. 2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	Address 1 Click or tap here to enter text. 2 Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	City Click or tap here to enter text.

6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.
Click or tap here to enter text.

7. Did the City make any changes with regards to contractors/vendors associated with the project? ☐no yes ☐
Please explain: Click or tap here to enter text.

8. Did the City make, or does it plan on making, any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?
☐no yes ☐ Please explain: Click or tap here to enter text.

For any completed project, please complete the Direct Benefit Report Form that follows as Attachment 1 to this Exhibit. The form will serve as a running total of beneficiary data.

ATTACHMENT 1 TO EXHIBIT D

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

5	HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																		
6	Subrecipient:																		
7	Accomplishment Period:				Is this a Final Report: *														
8	Cells with an asterisk (*) have DROP DOWN OPTIONS-please click on cell below																		
9																			
10	LOCATION (TAB 1 IN IDIS)																		
11	IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star*	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *	
12							Broward												
13							Broward												
14							Broward												
15							Broward												
16							Broward												
17							Broward												
18							Broward												
19		COSTS (TAB 2 IN IDIS)																	
20		CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!							ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)									ENTER APPLICABLE PRIVA	
21																			
22																			
23	Last Name	Amortized Loan $	Grant $	Deferred Payment Loan $	Other $	Non-Recorded Fees $- Charged to this FY ONLY	Total $ (THIS FY HOME FUNDS)		Other Federal Fund Type-Fund Name	Other Federal Fund $	Other Federal Fund FY	Other State Fund Type - Fund Name	Other State Fund $	Last Name	Tax Exempt Bonds	Total $	Last Name	Private Loans $	Owner Cash Contribution $
24	0						$ -							0		$ -	0		
25	0						$ -							0		$ -	0		
26	0						$ -							0		$ -	0		
27	0						$ -							0		$ -	0		
28	0						$ -							0		$ -	0		
29	0						$ -							0		$ -	0		
30	BENEFICIARIES (TAB 3 IN IDIS)																		
31	Unit Number	Number of Bedrooms *	Occupant*	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type*										
32																			
33																			

EXHIBIT E

REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program
Fiscal Year 2024 to 2025

Contract Period: _____________ to _____________

1. Project Name:			
2. Organization: **Telephone Number:**			
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	**Total Expenditures Up to Last Billing**	**Expenditures This Billing**	**Total Expenditures To Date**
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement $ __________

8. Certification:

I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

______________________________ ______________________________

Signature and Title of Authorized Official **Date**

EXHIBIT F

FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]
Matures: ______ day of _________, 20__

MORTGAGE TO SECURE HOME INVESTMENT
PARTNERSHIPS PROGRAM FINANCING FOR HOME REPAIR
Form Version: January 2025

This Mortgage to Secure HOME Investment Partnerships Program Financing for Home Repair ("Mortgage") made this ___ day of __________, 20__, between ____, a _________________________________, whose address is ____ (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagee is a recipient of HOME Investment Partnerships Program funds pursuant to 24 C.F.R. Part 92, (the "HOME Rules and Regulations") and has agreed to loan a portion of Mortgagee's HOME program funds to Mortgagor for purposes of home repair activities for the Property (as defined herein).

B. Mortgagor is indebted to Mortgagee in the principal sum of _____________________ **Dollars ($_________)** ("Loan"), which indebtedness is evidenced by Mortgage's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance Division.

The sums secured under this Mortgage are provided in the form of a <u>zero percent (0%)</u> interest rate, deferred payment, forgivable loan. Fifty percent (50%) of the initial Loan principal amount shall be forgiven on the fourteenth (14th) anniversary of the date of execution of the Note, provided the Mortgagor complies with all terms of this Mortgage and Note. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a second mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be fifteen (15) years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) If Property is subject to any other mortgage, Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured as required by any such mortgage.

(b If Property is not subject to any other mortgage, Mortgagor is not required to maintain insurance on the Property except for Flood insurance as required by Section c.

(c) If Property is located within a FEMA-designated Flood Hazard Area, Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against any loss by floods. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(d) If Mortgagor maintains insurance of the property, such policies, shall include a standard mortgagee clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.

(e) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(f) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(g) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties**. Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property**.

a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property.** No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagor notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws**. Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances,

disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.

f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

g. Any action prohibited herein.

h. The transfer or lease of the Property to a third party.

i. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida, by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs**. As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Jointly and Severally Bound**. Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

24. **No Waiver; Mortgagor Not Released**. It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

25. **Severability**. If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

26. **Captions**. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

27. **Further Assurances**. Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MORTGAGOR, ______________________________, has executed this Mortgage.

WITNESSES:	<u>MORTGAGOR:</u>
Sign Name: ________________________	By: _____________________________
Name: ____________________________	_______________________________ (Print or Type Name)
Address: __________________________	
__________________________	
Sign Name: ________________________	By: _____________________________
Print Name: ________________________	_______________________________ (Print or Type Name)
Address: __________________________	
__________________________	

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ________ day of ______________, 20____, by _______________________________, as _______________________________________, who ☐ is personally known to me or who ☐ has produced ________________________ as identification.

[Notary Seal]
____
Print Name: _____________________________
Notary Public
Commission Number: ____________________
Commission Expires: _____________________

ATTACHMENT A

To

<u>Mortgage to Secure HOME Investment Partnerships Program Financing for Home Repair</u>

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE
HOME REPAIR PROGRAM
Forgivable Loan

$ (Amount to be inserted) ___________________, 20__
Matures: ___ day of __________, 20__

FOR VALUE RECEIVED, the undersigned ___________________________________ ("Maker"), whose address is ____, promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____________________________ Dollars ($____________) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This HOME Investment Partnerships Program ("HOME") Promissory Note ("Note") is secured by a Mortgage to Secure HOME Financing for Home Repair ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Fifty percent (50%) of the initial Loan principal amount shall be forgiven on the fourteenth (14th) anniversary of the date of execution of the Note, provided the Maker complies with all terms of this Mortgage and Note. Upon the expiration of the term of the Mortgage securing this Note, which date is the fifteenth (15th) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied. Upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan, or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.

4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

5. This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

6. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

7. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.

8. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder’s rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

9. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

10. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, ______________________________________, has executed this Note.

WITNESSES:	MAKER
Sign Name: _________________________	By: _____________________________
Print Name: _________________________	_________________________________ (Print or Type Name)
Address: ___________________________	
___________________________	
Sign Name: _________________________	By: ______________________________
Print Name: _________________________	_________________________________ (Print or Type Name)
Address: ___________________________	
___________________________	

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _______________, 20____, by ________________________________, as ______________________, who ☐ is personally known to me or who ☐ has produced _________________________ as identification.

[Notary Seal]

____
Print Name: __________________________
Notary Public
Commission Number: _________________
Commission Expires: __________________

ATTACHMENT A
TO HOME PROMISSORY NOTE

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, gender identity, religion, marital status, familial status, disability, sexual orientation, ancestry, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis% 20and%20LAP-ADA.pdf

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance Division.

Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT H
FORM OF HOMEOWNER AGREEMENT

BROWARD COUNTY HOME CONSORTIUM
HOME - Housing Rehabilitation Program
Homeowner Agreement

Homeowner/s: ____

Property Address: ____

Commitment/Funding Amount: $_______________ **Before Rehab. Prop Value: $**_____________

Commitment includes all HOME funds (Rehab, fees, service delivery, etc…)

This Agreement is entered into by ________________ ("the Agency") and Homeowner/s noted above ("Homeowner/s"), collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the Agency is recipient of HOME Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 CFR 92.

WHEREAS, the Agency has agreed to use the HOME funds to finance a Housing Rehabilitation Program and meet the requirements as set forth in 24 CFR 92, as amended or waived by HUD and 24 CFR 92.254(b).

NOW THEREFORE, the Parties covenant and agree as follows:

1. AFFORDABILITY PERIOD

The property must remain affordable for a term of fifteen (15) years (the "Affordability Period"), or until the first of the following events occur: (1) The Homeowner/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) The Homeowner/s no longer occupy the unit as their principal residence; or (3) The Homeowner dies, or if a married couple, the survivor dies.

2. FUNDING AMOUNT AND FORM OF ASSISTANCE

Terms:
The Agency will provide a Deferred Payment Loan in an amount up to $___________________ at Zero (0%) percent interest for a period no less than and not to exceed the term of affordability identified in Paragraph 1 above.
Fifty percent (50%) of the initial Loan principal amount shall be forgiven on the fourteenth (14^{th}) anniversary of the date of execution of the Promissory Note, provided the Homeowner/s comply with all terms of this Mortgage and Promissory Note.
At the end of the Affordability Period, the remaining outstanding principal amount shall be forgiven.
Amount inclusive of rehabilitation costs and all fees with service delivery ___ YES ___ NO

3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply upon one or more of the following events: (1) the Homeowner/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homeowner/s no longer occupy the unit as their principal residence; or (3) the

Homeowner dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for the family for the entire duration of the affordability period, then recapture provisions will apply. The Agency will NOT exercise a resale provision. These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed upon award.

4. PROGRAM REQUIREMENTS

The Agency and the Homeowner/s agree to comply with these program requirements, as set forth in the HOME regulations (24 CFR 92) as follows:

a) **Income Eligible**: The Homeowner/s have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
b) **Principal Residence**: The Homeowner/s certify that the property is and will continue to be their principal residence during the Affordability Period;
c) **Property Value**: The property is located within the jurisdiction of the Agency's HOME Program and has a before rehabilitation or construction appraised value $___________ which is less than ninety-five percent (95%) of the area median sales price at or below $___________. The Agency has reviewed the household income and the property value requirements in accordance with the Program requirements, and has approved the Homeowner/s and property as eligible for funding;
d) **Property Maintenance**: The Homeowner/s must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homeowner's insurance, during the Affordability Period. Broward County will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
e) **Housing Quality Standards (HQS)**: The property, after rehabilitation must meet, at a minimum, Section 8 Housing Quality Standards (HQS), and/or Uniform Physical Condition Standards (UPCS), local building codes and Broward County ordinances. The Agency has reviewed the property inspection report and the scope of recommended work and has approved this project eligible for funding;
f) **Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351)**;
g) **Displacement and dislocation pursuant to Uniform Relocation Act**, if applicable;
h) **Davis-Bacon and Related Acts (DBRA),** if applicable:
i) **Environmental review**;
j) **Lead-based paint inspections and mitigation**;
k) **Conflict of interest**;
l) **Disbarment and suspension**;
m) **Flood insurance coverage;** and
n) **Executive Order 12372**.

5. ESTIMATED COMPLETION DATE AND DISBURSEMENT OF FUNDS

The Homeowner/s agree that the funds will only be used as payment for title search, inspections, testing. materials, labor, permit fees, engineering fees and administrative costs to rehabilitate, renovate, repair, remodel and improve Homeowner/s' subject property, as detailed in the Scope of Work agreed to by Homeowner/s and licensed general contractor. The estimated completion date is no more than one hundred and twenty (120) calendar days from the date of recording the Notice of Commencement in the Broward County public records. The HOME funds shall be disbursed by the Agency to a licensed general contractor or sub-recipient when rehabilitation work is completed as evidenced by final permit and final inspection.

6. RECORDS AND REPORTS

The Agency and Homeowner/s agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 CFR Part 92) for a period of five (5) years after the end of the affordability term.

Homeowner/s' Initials & Date ________ ________ Agency Initial & Date ________ ________

7. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property. Failure by the Homeowner/s to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions will be taken.

8. START DATE AND DURATION OF THE AGREEMENT

This Agreement will be in effect for a term which shall start when the Mortgage and Promissory Note are recorded in the Broward County public records and run for the duration of the Affordability Period established under Paragraph 1.

9. REFINANCING AND SUBORDINATION OF HOME FUNDS

For Broward County to consider a subordination request when Homeowner/s refinance their first mortgage, among other conditions, Broward County requires that there is no cash out on the refinance, at least 10% equity is retained, Broward County stays in second lien position, and the Homeowner/s must provide the County a current property appraisal along with other current information.

10. OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, religion, marital status, familial status, sexual orientation, disability, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homeowner/s shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited of general partnership, joint venture or any association or relationship involving Broward County.

AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homeowner/s:

____

Homeowner Signature Print Name Date

____

Homeowner Signature Print Name Date

City/Agency Name:_______________________________

____

Signature (Agency Designee) Designee Print Name Date

BROWARD COUNTY HOME CONSORTIUM
Amended Housing Rehabilitation Program
Homeowner Agreement

Homeowner/s: ____

Property Address: ____

Amended Commitment Amount: $________________Date: ___________ (All HOME funds to include rehabilitation, fees, and service delivery - Based on Contractor Award, plus Change Orders if applicable)

FINAL AGREED TO AND ACCEPTED by the Parties on the date last noted below: Homeowner/s:

Homeowner Signature	Print Name	Date
Homeowner Signature	Print Name	Date

City/Agency Name**:**______________________________

Signature (Agency Designee)	Designee Print Name	Date

After Rehab Property Value: $________________

Recorded Mortgage and Note Amount: $________________

<u>Final Scope of Work Attached</u>

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.g

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Vanessa Charry
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14230
AGENDA SECTION:	<u>**CONSENT AGENDA**</u>
TITLE:	TR14230 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 25-13B and approving an Agreement with Danto Builders, LLC., for the City of Tamarac Facilities Demolition Project in accordance with Bid No. 25-13B for a contract amount of $402,353.77; a contingency in the amount of $40,235.38 will be added to the project account for a total project budget of $442,589.15; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.
RECOMMENDATION:	I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 25-13B and execute an Agreement with Danto Builders, LLC. for The City of Tamarac Facilities Demolition Project for a contract amount not to exceed $402,353.77. This project includes the demolition of three City-owned properties, with a fourth property pending acquisition though a purchase agreement. A contingency in the amount of $40,235.38 (10% of the contract cost) will be added to the project account for a total project budget of $442,589.15; and that this item be placed on March 26, 2025, Commission Meeting Agenda.
BACKGROUND:	The City of Tamarac Facilities Demolition Project involves the demolition and removal of four (4) deteriorated structures located on three (3) City owned properties, along with one (1) additional property located at (3660 NW 50th Street), which is currently undergoing acquisition through a purchase agreement between the City and CP Realty, LLC. The project sites include: 1. 4949 N State Road 7, Tamarac, FL. 33319 2. 4959 N State Road 7, Tamarac, FL. 33319 3. 3660 NW 50th Street, Tamarac, FL. 33309

4. Shaker Village Clubhouse situated between Commercial Blvd and Canterbury Lane, within the Shaker Village Community.

The demolition of these facilities will eliminate ongoing maintenance and utility costs, reduce the risk of vandalism and unauthorized use, and improve the overall appearance of the sites. Additionally, this initiative will prepare the properties for future development opportunities, contributing to the City's long-term growth and improvement objectives.

This project includes, but is not limited to, the complete demolition and removal of existing structures and appurtenances at each site. Additionally, asphalt driveways will be removed and hydro-seeding will be performed at three properties, except for the Shaker Village Clubhouse, in accordance with the Contract Documents.

On February 3, 2025, the City published Bid Number 25-13B for The City of Tamarac Facilities Demolition Project and received and opened eleven (11) bid proposals on March 6, 2025. A summary bid tabulation is listed below. A detailed bid proposal is attached to Temporary Resolution No.14230.

25-13B THE CITY OF TAMARAC FACILITIES DEMOLITION PROJECT

VENDOR	AMOUNT ($)
Danto Builders LLC	$402,353.77
Paragon Construction Unlimited Inc.	$429,700.00
MEI, INC.	$519,827.40
Alexander & Johnson Project Management and Development, INC.	$530,520.31
Ricardo De Castro, LLC	$583,381.63
Camino Real Group INC.	$588,968.00
SGLC Consulting, INC	$599,918.00
So Cal Shaker Plates and Construction Site Services LLC dba National SWPPP	$638,000.00
Conengineers Builders INC	$725,470.91
Blackgirl With A Hammer, LLC	$739,650.00
*Goldson Construction Corp.	$358,677.00*

* Non-responsive Bidder

After a preliminary evaluation of submitted bid proposals, City staff determined that Goldson Construction Corp., failed to meet the minimum requirements of the bid solicitation;

therefore, they were deemed to be non-responsive. Following the review of the remaining submitted bid proposals, City staff determined that Danto Builders, LLC., is the lowest responsive and responsible bidder and upon review of their bid proposal and background check, it was determined that Danto Builders, LLC., possesses the skills, experience and capabilities necessary to meet the requirements for The City of Tamarac Facilities Demolition Project.

Contract Summary:

Scope of Project: The City of Tamarac Facilities Demolition Project.
Type of Project: Demolition
Contractor: Danto Builders, LLC.
Contractor Location: Fort Lauderdale
Contractor Address: 4901 NW 17th Way, Suite 503
Contractor Cost: $402,353.77; a contingency in the amount of $40,235.38, for a total project cost of $442,589.15
Term/Completion: Substantial Completion within 120 calendar days from City's Notice to Proceed; Final Completion within 30 calendar days from Substantial Completion.
Risk Mitigation: Performance and Payment Bond at 100% of value will remain in effect for up to one year after Final Completion. Liquidated Damages of $350 per day will apply for each day project is not completed after scheduled completion date.
Certifications: Danto Builders, LLC describes ownership as at least 51% Female and is certified Women Owned Business (WBE), Disadvantage Business Enterprise (DBE), Certified Business Enterprise (CBE), minority, woman-owned business.

ISSUE: To award Bid No. 25-13B and execute an Agreement with Danto Builders, LLC., for The City of Tamarac Facilities Demolition Project.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:
TR14230_Memo_-The_City_of_Tamarac_Facilities_Demolition_Project_3.11.25_MA_31225.docx
TR 14230 Resolution - The CIty of Tamarac Facilites Demolition Project 3.11.25.doc
TR 14230 Exhibit 1 - Bid Tabulation.pdf

TR 14230 Exhibit 2 - Agreement Danto Builders.pdf

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: Nishaad Preetam, E.I., Utility Project Manager NP

Date: March 10, 2025

Re: Temp Reso. #14230 – Award Bid No. 25-13B The City of Tamarac Facilities Demolition Project – City Commission Meeting of March 26, 2025

Recommendation:
I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 25-13B and execute an Agreement with Danto Builders, LLC. for The City of Tamarac Facilities Demolition Project for a contract amount not to exceed $402,353.77. This project includes the demolition of three City-owned properties, with a fourth property pending acquisition though a purchase agreement. A contingency in the amount of $40,235.38 (10% of the contract cost) will be added to the project account for a total project budget of $442,589.15; and that this item be placed on March 26, 2025, Commission Meeting Agenda.

Issue:
To award Bid No. 25-13B and execute an Agreement with Danto Builders, LLC., for The City of Tamarac Facilities Demolition Project.

Background:
The City of Tamarac Facilities Demolition Project involves the demolition and removal of four (4) deteriorated structures located on three (3) City owned properties, along with one (1) additional property located at (3660 NW 50th Street), which is currently undergoing acquisition through a purchase agreement between the City and CP Realty, LLC. The project sites include:

1. 4949 N State Road 7, Tamarac, FL. 33319
2. 4959 N State Road 7, Tamarac, FL. 33319
3. 3660 NW 50th Street, Tamarac, FL. 33309
4. Shaker Village Clubhouse situated between Commercial Blvd and Canterbury Lane, within the Shaker Village Community.

The demolition of these facilities will eliminate ongoing maintenance and utility costs, reduce the risk of vandalism and unauthorized use, and improve the overall appearance of the sites. Additionally, this initiative will prepare the properties for future development opportunities, contributing to the City's long-term growth and improvement objectives.

This project includes, but is not limited to, the complete demolition and removal of existing structures and appurtenances at each site. Additionally, asphalt driveways will be removed and hydro-seeding will be performed at three properties, except for the Shaker Village Clubhouse, in accordance with the Contract Documents.

On February 3, 2025, the City published Bid Number 25-13B for The City of Tamarac Facilities Demolition Project and received and opened eleven (11) bid proposals on March 6, 2025. A summary bid tabulation is listed below. A detailed bid proposal is attached to Temporary Resolution No.14230.

25-13B THE CITY OF TAMARAC FACILITIES DEMOLITION PROJECT

VENDOR	AMOUNT ($)
Danto Builders LLC	$402,353.77
Paragon Construction Unlimited Inc.	$429,700.00
MEI, INC.	$519,827.40
Alexander & Johnson Project Management and Development, INC.	$530,520.31
Ricardo De Castro, LLC	$583,381.63
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SGLC Consulting, INC	$599,918.00
So Cal Shaker Plates and Construction Site Services LLC dba National SWPPP	$638,000.00
Conengineers Builders INC	$725,470.91
Blackgirl With A Hammer, LLC	$739,650.00
*Goldson Construction Corp.	$358,677.00*

* Non-responsive Bidder

After a preliminary evaluation of submitted bid proposals, City staff determined that Goldson Construction Corp., failed to meet the minimum requirements of the bid solicitation; therefore, they were deemed to be non-responsive. Following the review of the remaining submitted bid proposals, City staff determined that Danto Builders, LLC., is the lowest responsive and responsible bidder and upon review of their bid proposal and background check, it was determined that Danto Builders, LLC., possesses the skills, experience and capabilities necessary to meet the requirements for The City of Tamarac Facilities Demolition Project.

Contract Summary:

Scope of Project:	The City of Tamarac Facilities Demolition Project.
Type of Project:	Demolition
Contractor:	Danto Builders, LLC.
Contractor Location:	Fort Lauderdale
Contractor Address:	4901 NW 17th Way, Suite 503
Contractor Cost:	$402,353.77; a contingency in the amount of $40,235.38, for a total project cost of $442,589.15
Term/Completion:	Substantial Completion within 120 calendar days from City's Notice to Proceed; Final Completion within 30 calendar days from Substantial Completion.
Risk Mitigation:	Performance and Payment Bond at 100% of value will remain in effect for up to one year after Final Completion. Liquidated Damages of $350 per day will apply for each day project is not completed after scheduled completion date.
Certifications:	Danto Builders, LLC describes ownership as at least 51% Female and is certified Women Owned Business (WBE), Disadvantage Business Enterprise (DBE), Certified Business Enterprise (CBE), minority, woman-owned business.

Fiscal Impact:
This project was included in the FY 2025 Adopted Budget; and funding in the amount of $706,244.00 is available in the Corridor Improvement Fund (315), in Project Number PW25A, in Account Number 315-5020-539.63-10.

Per Bid No. 25-13B, the contract amount shall not exceed $402,353.77; a contingency in the amount of $40,235.38 will be added to the project account, for a total project budget of $442,589.15. Although no significant issues are anticipated, the contingency is considered reasonable given the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe completion of the project. Any use of the contingency funds will require approval from the City Manager.

Commission District 1

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID NO. 25-13B AND APPROVING AN AGREEMENT WITH DANTO BUILDERS, LLC., FOR THE CITY OF TAMARAC FACILITIES DEMOLITION PROJECT IN ACCORDANCE WITH BID NO. 25-13B FOR A CONTRACT AMOUNT OF $402,353.77; A CONTINGENCY IN THE AMOUNT OF $40,235.38 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF $442,589.15; 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 currently owns the existing 3 properties located at the following: 4949 N. State Road 7; 4959 N. State Road 7; and Shaker Village Clubhouse situated between Commercial Blvd and Canterbury Lane, within the Shaker Village Community; and

WHEREAS, the City of Tamarac is in the process of acquiring a 4th property (located at 3660 NW 50th Street) through a purchase agreement between the City of Tamarac and CP Realty, LLC., and desires to demolish the existing buildings in preparation for future site development opportunities at each of the 4 locations (including property at 3660 NW 50th Street), contributing to the City's long-term growth and improvement objectives; and

WHEREAS, the demolition of these structures will eliminate ongoing maintenance and utility costs, reduce the risk of vandalism and unauthorize use, and improve the overall appearance of the site; and

WHEREAS, the project will consist of the complete demolition and removal of the existing structures, and associated appurtenances, followed by the hydro-seeding of each property in preparation for future development opportunities; and

WHEREAS, on February 3, 2025, the City publicly advertised Bid No. 25-13B for The City of Tamarac Facilities Demolition Project, incorporated herein by reference and on file in the Office of the City Clerk; and

WHEREAS, on March 6, 2025, the City of Tamarac received and opened eleven (11) bid proposals, for The City of Tamarac Facilities Demolition Project, a copy of the bid tabulation is attached hereto as Exhibit “1”, incorporated herein and made a specific part of this resolution; and

WHEREAS, after a preliminary evaluation of submitted bid proposals, City staff determined that Goldson Construction Corp failed to meet the minimum requirements of the bid solicitation and were deemed to be non-responsive; and

WHEREAS, following the review of the remaining submitted bid proposals, City staff determined that Danto Builders, LLC., possesses the skills, experience and capabilities necessary to meet the requirements of The City of Tamarac Facilities Demolition Project; and

WHEREAS, it is the recommendation of the Director of Public Services, Director of Financial Services, and the Procurement and Contracts Manager that the appropriate City

Officials award Bid No. 25-13B and execute the agreement with Danto Builders, LLC., for The City of Tamarac Facilities Demolition 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. 25-13B and execute the Agreement with Danto Builders, LLC., for The City of Tamarac Facilities Demolition Project for a contract amount of $402,353.77; a contingency in the amount of $40,235.38, for a total project budget of $442,589.15.

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. 25-13B to Danto Builders, LLC., and approves an Agreement between the City of Tamarac and Danto Builders, LLC., (“the Agreement”) and the appropriate City Officials are hereby authorized to execute the Agreement, attached hereto as Exhibit “2”, to provide for The City of Tamarac Facilities Demolition Project.

SECTION 3: Funding for The City of Tamarac Facilities Demolition Project in the amount not to exceed $402,353.77 is included in the FY 2025 Adopted Budget; and there is a current available appropriation under Project Number PW25A, and Account No.

315-5020-539.63-10.

SECTION 4: An expenditure in the amount not to exceed $402,353.77, a contingency of $40,203.54 will be added to the account for a total project budget of $442,589.15, for said purpose, is hereby approved.

SECTION 5: The City Manager, or his designee, are hereby authorized to make changes, issue change orders not to exceed $65,000.00 per Section 6-147 of the City Code, and close the contract award including, but 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.

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 the 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

25-13B - CITY OF TAMARAC FACILITIES DEMOLITION

				GOLDSON CONSTRUCTION CORP		DANTO BUILDERS, LLC		PARAGON CONSTRUCTION UNTLD. INC.		MIE, INC.		ALEXANDER & JOHNSON PROJECT MANAGEMENT AND DEVELOPMENT, INC.		RICARDO DE CASTRO LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE															
1	Indemnification	1	LS	$ 10.00	$ 10.00	$ 3,545.40	$ 3,545.40	$ 300.00	$ 300.00	$ 11,551.20	$ 11,551.20	$ 10.00	$ 10.00	$ 10.00	$ 10.00
2	Payment & Performance Bonds	1	LS	$ 2,000.00	$ 2,000.00	$ 7,063.37	$ 7,063.37	$ 13,500.00	$ 13,500.00	$ 20,749.00	$ 20,749.00	$ 10,640.90	$ 10,640.90	$ 18,750.00	$ 18,750.00
3	*Mobilization/Demobilization	1	LS	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00	$ 18,000.00	$ 18,000.00	$ 38,504.00	$ 38,504.00	$ 15,687.00	$ 15,687.00	$ 1,200.00	$ 1,200.00
4	Maintenance of Traffic (MOT)	1	LS	$ 7,250.00	$ 7,250.00	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 10,551.20	$ 10,551.20	$ 23,779.18	$ 23,779.18	$ 750.00	$ 750.00
5	Storm Water Pollution Prevention Measures (SWPPP)/Erosion Control	1	LS	$ 10,500.00	$ 10,500.00	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 8,000.00	$ 8,000.00	$ 21,762.71	$ 21,762.71	$ 17,600.00	$ 17,600.00
6	General Conditions	1	LS	$ 23,000.00	$ 23,000.00	$ 67,495.00	$ 67,495.00	$ 64,000.00	$ 64,000.00	$ 37,000.00	$ 37,000.00	$ 50,075.30	$ 50,075.30	$ 132,038.33	$ 132,038.33
7	Furnish all materials labor and equipment to complete the work specified for 4959 N. State Road 7 Tamarac FL 33319	1	LS	$ 50,000.00	$ 50,000.00	$ 70,000.00	$ 70,000.00	$ 68,000.00	$ 68,000.00	$ 101,375.00	$ 101,375.00	$ 85,854.62	$ 85,854.62	$ 86,479.20	$ 86,479.20
8	Furnish all materials labor and equipment to complete the work specified for Asphalt Removal at 4959 N. State Road 7 Tamarac FL 33319	1	LS	$ 37,500.00	$ 37,500.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 3,625.00	$ 3,625.00	$ 6,102.62	$ 6,102.62	$ 6,000.00	$ 6,000.00
9	*Furnish all materials labor and equipment to complete the work specified for Asbestos abatement at 4959 N. State Road 7 Tamarac FL 33319. (This is an allowance only to be used with authorized City approval)	1	LS	$ 40,000.00	$ 40,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 8,333.00	$ 8,333.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
10	Furnish all materials labor and equipment to complete the work specified for 4949 N. State Road 7 Tamarac FL 33319	1	LS	$ 23,000.00	$ 23,000.00	$ 35,000.00	$ 35,000.00	$ 37,000.00	$ 37,000.00	$ 5,208.00	$ 5,208.00	$ 51,191.06	$ 51,191.06	$ 50,151.30	$ 50,151.30
11	Furnish all materials labor and equipment to complete the work specified for Asphalt Removal at 4949 N State Road 7 Tamarac FL 33319	1	LS	$ 22,000.00	$ 22,000.00	$ 8,250.00	$ 8,250.00	$ 5,000.00	$ 5,000.00	$ 8,432.00	$ 8,432.00	$ 9,315.45	$ 9,315.45	$ 8,250.00	$ 8,250.00
12	*Furnish all materials labor and equipment to complete the work specified for Asbestos abatement at 4949 N. State Road 7 Tamarac FL 33319. (This is an allowance only to be used with authorized City approval)	1	LS	$ 5,900.00	$ 5,900.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 192,125.00	$ 192,125.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
13	Furnish all materials labor and equipment to complete the work specified for 3660 NW 50 Street Tamarac FL 33309	1	LS	$ 22,600.00	$ 22,600.00	$ 110,000.00	$ 110,000.00	$ 142,000.00	$ 142,000.00	$ 11,875.00	$ 11,875.00	$ 161,429.19	$ 161,429.19	$ 166,413.30	$ 166,413.30
14	Furnish all materials labor and equipment to complete the work specified for Asphalt Removal at 3660 NW 50 Street Tamarac FL 33309	1	LS	$ 25,800.00	$ 25,800.00	$ 11,000.00	$ 11,000.00	$ 7,400.00	$ 7,400.00	$ 20,625.00	$ 20,625.00	$ 7,503.65	$ 7,503.65	$ 11,000.00	$ 11,000.00
15	Furnish all materials labor and equipment to complete the work specified for Shaker Village Clubhouse located between Commercial Blvd and Canterbury Lane	1	LS	$ 8,750.00	$ 8,750.00	$ 35,000.00	$ 35,000.00	$ 32,000.00	$ 32,000.00	$ 8,333.00	$ 8,333.00	$ 52,952.94	$ 52,952.94	$ 65,739.50	$ 65,739.50
16	Furnish all materials labor and equipment to complete the work specified for Shaker Village Clubhouse Wood Deck	1	LS	$ 43,000.00	$ 43,000.00	$ 1,000.00	$ 1,000.00	$ 4,500.00	$ 4,500.00	$ 8,333.00	$ 8,333.00	$ 6,457.37	$ 6,457.37	$ 1,000.00	$ 1,000.00
17	Furnish all materials labor and equipment to complete the work specified for Shaker Village Pools located between Commercial Blvd and Canterbury Lane	1	LS	$ 12,367.00	$ 12,367.00	$ 3,000.00	$ 3,000.00	$ 18,000.00	$ 18,000.00	$ 16,875.00	$ 16,875.00	$ 12,758.32	$ 12,758.32	$ 3,000.00	$ 3,000.00
18	*Furnish all materials labor and equipment to complete the work specified for Asbestos abatement at Shaker Village Clubhouse located between Commercial Blvd and Canterbury Lane. (This is an allowance only to be used with authorized City approval)	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,000.00	$ 1,000.00	$ 8,333.00	$ 8,333.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
			Subtotal:		$ 358,677.00		$ 402,353.77		$ 429,700.00		$ 519,827.40		$ 530,520.31		$ 583,381.63

	CAMINO REAL GROUP INC.		SGLC CONSULTING, INC.		SO CAL SHAKER PLATES & CONSTRUCTION SITE SERVICES LLC DBA NATIONAL SWPPP		CONENGINEERS BUILDERS LLC		BLACK GIRL WITH A HAMMER, LLC	
Line Item	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	$ 10.00	$ 10.00	$ 10,028.00	$ 10,028.00	$ 10,000.00	$ 10,000.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
2	$ 16,717.00	$ 16,717.00	$ 21,321.00	$ 21,321.00	$ 25,000.00	$ 25,000.00	$ 18,500.00	$ 18,500.00	$ 32,500.00	$ 32,500.00
3	$ 15,000.00	$ 15,000.00	$ 62,542.00	$ 62,542.00	$ 35,000.00	$ 35,000.00	$ 40,000.00	$ 40,000.00	$ 65,000.00	$ 65,000.00
4	$ 4,537.00	$ 4,537.00	$ 5,870.00	$ 5,870.00	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 7,000.00
5	$ 15,241.00	$ 15,241.00	$ 4,251.00	$ 4,251.00	$ 18,000.00	$ 18,000.00	$ 2,000.00	$ 2,000.00	$ 21,000.00	$ 21,000.00
6	$ 9,000.00	$ 9,000.00	$ 10,121.00	$ 10,121.00	$ 85,000.00	$ 85,000.00	$ 149,270.00	$ 149,270.00	$ 32,500.00	$ 32,500.00
7	$ 81,200.00	$ 81,200.00	$ 70,567.00	$ 70,567.00	$ 107,200.00	$ 107,200.00	$ 91,230.57	$ 91,230.57	$ 136,000.00	$ 136,000.00
8	$ 11,668.00	$ 11,668.00	$ 54,886.00	$ 54,886.00	$ 20,000.00	$ 20,000.00	$ 10,988.00	$ 10,988.00	$ 26,000.00	$ 26,000.00
9	$ 5,000.00	$ 5,000.00	$ 5,228.00	$ 5,228.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
10	$ 52,208.00	$ 52,208.00	$ 20,356.00	$ 20,356.00	$ 42,000.00	$ 42,000.00	$ 40,736.57	$ 40,736.57	$ 40,640.00	$ 40,640.00
11	$ 21,396.00	$ 21,396.00	$ 15,659.00	$ 15,659.00	$ 21,000.00	$ 21,000.00	$ 17,669.36	$ 17,669.36	$ 10,000.00	$ 10,000.00
12	$ 5,000.00	$ 5,000.00	$ 3,132.00	$ 3,132.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
13	$ 213,010.00	$ 213,010.00	$ 124,872.00	$ 124,872.00	$ 160,800.00	$ 160,800.00	$ 182,991.07	$ 182,991.07	$ 256,000.00	$ 256,000.00
14	$ 36,885.00	$ 36,885.00	$ 124,872.00	$ 124,872.00	$ 18,000.00	$ 18,000.00	$ 57,400.00	$ 57,400.00	$ 26,000.00	$ 26,000.00
15	$ 77,996.00	$ 77,996.00	$ 33,106.00	$ 33,106.00	$ 50,000.00	$ 50,000.00	$ 55,522.14	$ 55,522.14	$ 45,000.00	$ 45,000.00
16	$ 5,500.00	$ 5,500.00	$ 9,932.00	$ 9,932.00	$ 9,000.00	$ 9,000.00	$ 2,653.20	$ 2,653.20	$ 7,000.00	$ 7,000.00
17	$ 13,600.00	$ 13,600.00	$ 19,864.00	$ 19,864.00	$ 17,000.00	$ 17,000.00	$ 37,500.00	$ 37,500.00	$ 20,000.00	$ 20,000.00
18	$ 5,000.00	$ 5,000.00	$ 3,311.00	$ 3,311.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Subtotal:		$ 588,968.00		$ 599,918.00		$ 638,000.00		$ 725,470.91		$ 739,650.00

CONSTRUCTION AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

DANTO BUILDERS, LLC

THIS AGREEMENT is made and entered into this _____ day of ___________, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and **Danto Builders, LLC** corporation with principal offices located at **4901 NW 17th Way Suite 503** (the "Contractor") to provide for construction services for City of Tamarac Facilities Demolition Project.

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

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No. ITB 25-13B for "City of Tamarac Facilities Demolition Project", issued by the City of Tamarac on February 3, 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 March 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 Bid ITB 25-13B for "City of Tamarac Facilities Demolition Project" as issued by City, and the contractor's bid response; Bid ITB 25-13B for "City of Tamarac Facilities Demolition Project" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

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

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

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

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

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

3. INSURANCE

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

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

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

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

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

4.2 The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) 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 the Contractor correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials

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

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **One Hundred Fifty (150)** 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 Twenty (120)** 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 Contractor 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 and any resulting increase in general condition costs.

6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of **Four Hundred Two Thousand, Three Hundred Fifty-Three Dollars and Seventy-Seven Cents** (**$402,353.77**).

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. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period, following the completion of all work, certificates of 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 the 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 the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. Correction of all deficiencies shall not relieve the Contractor of its duties and obligations under this agreement, in meeting all project requirements and objectives including but not limited to achieving project milestones (Substantial and Final Completion) in accordance with the Contract Documents. The City shall be the sole judge of non-conformance and the quality of workmanship.

9. CHANGE ORDERS

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

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

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

Because of the importance of this project being finished on time, upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Three Hundred Fifty Dollars ($350.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against the Contractor in the amount of **One Hundred Seventy-Five Dollars and Zero Cents ($175.00)** 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 Contract on time. The City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. If the amount deducted and/or retained by the City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing the City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

11. NO DAMAGES FOR DELAYS

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

12. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City form all claims of liability by Contractor in connection with the agreement.

13. WARRANTY

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

14. INDEMNIFICATION

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

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

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

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

15.3 The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

16. INDEPENDENT CONTRACTOR

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

17. ASSIGNMENT AND SUBCONTRACTING

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

18. NOTICE

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

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

With a copy to the City Attorney at the same address:

CONTRACTOR

Name: Danto Builders, LLC
Address:4901 NW 17th Way Suite 503
FIN/EIN:26-0232799
Contract Licensee:CGC1525537
Contact: Mariana De Souza
Email: mariana@dantobuilders.com
Phone: 954-229-2006
Fax: 954-229-2006

19. TERMINATION

19.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) calendar 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). The Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by the Contractor until all documentation is delivered to the City.

20. AGREEMENT SUBJECT TO FUNDING

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

21. VENUE

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

22. SIGNATORY AUTHORITY

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

23. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

24. UNCONTROLLABLE CIRCUMSTANCES

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

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

25. MERGER; AMENDMENT

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

26. NO CONSTRUCTION AGAINST DRAFTING PARTY

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

27. CONTINGENT FEES

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

28. SCRUTINIZED COMPANIES - 287.135 AND 215.473

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:

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. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

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

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

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

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

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

30. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President 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:

Danto Builders LLC
Company Name

Signature of Corporate Secretary

Signature of President

Deborah D. Danto
Type/Print Name of Corporate Secy.

CRAIG DANTO PRES
Type/Print Name of President

(CORPORATE SEAL)

Danto Builders, LLC
CORPORATE SEAL
05/10/2007
Florida

03/17/25
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
:SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CRAIG DANTO, President of DANTO BUILDERS, 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 March 17, 2025

MARIANA M DE SOUZA
Notary Public - State of Florida
Commission # HH 576018
My Comm. Expires Sep 10, 2028
Bonded through National Notary Assn.

[signature]
Signature of Notary Public
State of Florida at Large

MARIANA DE SOUZA
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

AGENDA ITEM NO. 3.h

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Shauna Doan
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR#14233
AGENDA SECTION:	**<u>CONSENT AGENDA</u>**
TITLE:	TR14233 - A Resolution of the City Commission of the City of Tamarac, Florida, Approving the Declaration of Appointment of a Co-Trustee, Attached Hereto as Exhibit "A", of the Tamarac Land Trust Agreement Dated July 10, 2013, and the Appointment of Matt Rosenbaum as the Co-Trustee for the Tamarac Land Trust, Pursuant to Section 689.071(9), Florida Statutes; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.
RECOMMENDATION:	The Deputy City Manager recommends that TR#14233 be placed on the March 26, 2025, Commission Agenda to approve the declaration of appointment and appointment of Matt Rosenbaum as Co-Trustee of the Tamarac Land Trust.
BACKGROUND:	On June 18, 2013, the City Commission approved Resolution R-2013-77 establishing a Land Trust pursuant to Section 689.071, Florida Statutes and authorizing the transfer of property generally known as Tamarac Village property in the Tamarac Land Trust for the benefit of the City of Tamarac. On July 10, 2013, the City of Tamarac ("City") entered into the Tamarac Land Trust Agreement ("Land Trust Agreement") with Alan J. Polin, P.A., to serve as the Trustee under the Land Trust Agreement which governs the conveyance and administration of the property which is the subject of the Land Trust Agreement. The City of Tamarac is the sole beneficiary of the Land Trust Agreement. On April 13, 2016, the City Commission approved

Resolution R-2016-34 establishing a Co-Trustee of the Tamarac Land Trust Agreement dated July 10, 2013, and appointed Howard Steinholz to serve as a Co-Trustee under the Land Trust Agreement.

In August 2018, the City was advised that Co-Trustee Alan J. Polin, P.A. would be dissolved, and as a result, the City desired to appoint a new successor Co-Trustee under the Land Trust Agreement to ensure multiple trustees were available as needed to execute the directions of the City with respect to the Tamarac Land Trust. Pursuant to Section 689.071(9), Florida Statutes, if the trust agreement is silent as to the appointment of a successor trustee of a land trust in the event a trustee is unable to serve as trustee of a land trust, one or more persons having the power of direction may appoint a trustee of the land trust by filing a declaration of appointment of a trustee in the public records of the county in which the trust property is located.

Alan J. Polin, P.A., a former Co-Trustee, was unable to continue to serve as Co-Trustee for the Land Trust since the P.A. was dissolved. Therefore, the City, as the sole beneficiary, exercised its power to appoint a new Co-Trustee to act pursuant to the Trust Agreement. The City Commission approved Resolution R-2018-130 appointing Glenn Runyan as a Co-Trustee for the Tamarac Land Trust Agreement dated July 10, 2013.

Now, the City has been notified that Howard Steinholz is no longer able to serve as Co-Trustee, and the City has determined that a new appointment is necessary to ensure continuity in the administration of the Tamarac Land Trust. The City worked with the City Attorney's office to determine a suitable candidate to serve as Co-Trustee of the Tamarac Land Trust and recommended the appointment of Matt Rosenbaum. Matt Rosenbaum's Declaration of Appointment was signed on March 13, 2025, ensuring continued effective administration of the Tamarac Land Trust.

ISSUE:

Co-Trustee, Howard Steinholz, is unable to continue serving as co-trustee for the Tamarac Village Land Trust. Although there is one other Co-Trustee, it is best to have at least one other in the event one is not available to execute documents in a timely manner.

ATTACHMENTS:

TR#14233 Memo - Tamarac Village Land Trust CoTrustee.docx

TR 14233-Reso appointing Matt Rosenbaum as Co-Trustee.doc
TR 14233 - Exhibit A - Signed-Appointing Co-Trustee.pdf

City of Tamarac
Interoffice Memorandum
City Manager's Office

To: **Levent Sucuoglu**
City Manager

From: **Maxine A. Calloway, Esq. AICP**
Deputy City Manager

Date: **March 13, 2025**

Re: **Temporary Resolution # 14233 – Co-Trustee Appointment – Tamarac Land Trust Agreement**

Recommendation:

The Deputy City Manager recommends that TR#14233 be placed on the March 26, 2025, Commission Agenda to approve the declaration of appointment and appointment of Matt Rosenbaum as Co-Trustee of the Tamarac Land Trust.

Issue:

Co-Trustee, Howard Steinholz, is unable to continue serving as co-trustee for the Tamarac Village Land Trust. Although there is one other Co-Trustee, it is best to have at least one other in the event one is not available to execute documents in a timely manner.

Background:

On June 18, 2013, the City Commission approved Resolution R-2013-77 establishing a Land Trust pursuant to Section 689.071, Florida Statutes and authorizing the transfer of property generally known as Tamarac Village property in the Tamarac Land Trust for the benefit of the City of Tamarac.

On July 10, 2013, the City of Tamarac ("City") entered into the Tamarac Land Trust Agreement ("Land Trust Agreement") with Alan J. Polin, P.A., to serve as the Trustee under the Land Trust Agreement which governs the conveyance and administration of the property which is the subject of the Land Trust Agreement.

The City of Tamarac is the sole beneficiary of the Land Trust Agreement.

On April 13, 2016, the City Commission approved Resolution R-2016-34 establishing a Co-Trustee of the Tamarac Land Trust Agreement dated July 10, 2013, and appointed Howard Steinholz to serve as a Co-Trustee under the Land Trust Agreement.

In August 2018, the City was advised that Co-Trustee Alan J. Polin, P.A. would be dissolved, and as a result, the City desired to appoint a new successor Co-Trustee under the Land Trust Agreement to ensure multiple trustees were available as needed to execute the directions of the City with respect to the Tamarac Land Trust. Pursuant to Section 689.071(9), Florida Statutes, if the trust agreement is silent as to the appointment of a successor trustee of a land trust in the event a trustee is unable to serve as trustee of a land trust, one or more persons having the power of direction may appoint a trustee of the land trust by filing a declaration of appointment of a trustee in the public records of the county in which the trust property is located.

Alan J. Polin, P.A., a former Co-Trustee, was unable to continue to serve as Co-Trustee for the Land Trust since the P.A. was dissolved. Therefore, the City, as the sole beneficiary, exercised its power to appoint a new Co-Trustee to act pursuant to the Trust Agreement. The City Commission approved Resolution R-2018-130 appointing Glenn Runyan as a Co-Trustee for the Tamarac Land Trust Agreement dated July 10, 2013.

Now, the City has been notified that Howard Steinholz is no longer able to serve as Co-Trustee, and the City has determined that a new appointment is necessary to ensure continuity in the administration of the Tamarac Land Trust. The City worked with the City Attorney’s office to determine a suitable candidate to serve as Co-Trustee of the Tamarac Land Trust and recommended the appointment of Matt Rosenbaum. Matt Rosenbaum's Declaration of Appointment was signed on March 13, 2025, ensuring continued effective administration of the Tamarac Land Trust.

Fiscal Impact:

The Co-Trustee may bill the City for services as incurred, however the number of events occurring during the year may vary so the annual cost may vary.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2025-________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE DECLARATION OF APPOINTMENT OF A CO-TRUSTEE, ATTACHED HERETO AS EXHIBIT "A", OF THE TAMARAC LAND TRUST AGREEMENT DATED JULY 10, 2013, AND THE APPOINTMENT OF MATT ROSENBAUM AS THE CO-TRUSTEE FOR THE TAMARAC LAND TRUST, PURSUANT TO SECTION 689.071(9), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 10, 2013, the City of Tamarac ("City") entered into the Tamarac Land Trust Agreement ("Land Trust Agreement") with Alan J. Polin, P.A., to serve as the Trustee under the Land Trust Agreement which governs the conveyance and administration of the property which is the subject of the Land Trust Agreement; and

WHEREAS, the City of Tamarac is the sole beneficiary of the Land Trust Agreement; and

WHEREAS, pursuant to City Resolution R-2016-34, dated April 13, 2016, the City entered into a Declaration of Appointment of Co-Trustee of the Tamarac Land Trust Agreement date July 10, 2013, and appointed Howard Steinholz to serve as a Co-Trustee under the Land Trust Agreement; and

WHEREAS, pursuant to Section 689.071(9), Fla.Stat., if the trust agreement is silent as to the appointment of a successor trustee of a land trust in the event a trustee is unable to serve as trustee of a land trust, one or more persons having the power of direction may appoint a trustee of the land trust by filing a declaration of appointment of a trustee in the public records of the county in which the trust property is located; and

WHEREAS, Howard Steinholz is incapacitated and unable to serve as the Co-Trustee for the land trust, therefore, the City, as the sole beneficiary, has the power to appoint a successor trustee or trustee to act pursuant to the Trust Agreement; and

WHEREAS, the City desires to approve the Declaration of Appointment of a Co-Trustee for the Tamarac Land Trust Agreement dated July 10, 2013, a copy of which is attached hereto as Exhibit “A”, and to appoint Matt Rosenbaum as a Co-Trustee of the Tamarac Land Trust, and to serve as a Co-Trustee, and have all the power and authority as directed by the City of Tamarac pursuant to the terms and conditions of the Land Trust Agreement, and Section 689.071, Fla.Stat.; and

WHEREAS, the City Commission finds that the appointment of a new Co-Trustee of the Tamarac Land Trust serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Tamarac.

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

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

SECTION 2: The City Commission hereby approves the Declaration of Appointment of a Co-Trustee for the Tamarac Land Trust Agreement dated July 10, 2013, (the "Declaration"), a copy of which is attached hereto as Exhibit "A", and to appoint Matt Rosenbaum as a Co-Trustee of the Tamarac Land Trust, and to serve as a Co-Trustee, and have all the power and authority as directed by the City of Tamarac pursuant to the terms and conditions of the Land Trust Agreement, and Section 689.071, Fla.Stat.

SECTION 3: The City Manager or his designee is hereby authorized to execute the Declaration of Appointment of Co-Trustee for the Tamarac Land Trust Agreement dated July 10, 2013.

SECTION 4: The appropriate City officials are authorized to take any necessary action to effectuate the intent of this Resolution.

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

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

SECTION 7: 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

Prepared by and Return To:
Hans Ottinot
Ottinot Law
5944 Coral Ridge Drive, PM#201
Coral Springs, Florida 33076

DECLARATION OF APPOINTMENT OF CO-TRUSTEE OF THE TAMARAC LAND TRUST AGREEMENT DATED JULY 10, 2013

THIS DECLARATION OF APPOINTMENT OF TRUSTEE OF THE TAMARAC LAND TRUST AGREEMENT DATED JULY 10, 2013, (the "Appointment") is entered into this _____ day of ______________, 2025, by and between the City of Tamarac (the "Beneficiary") and Matt Rosenbaum (the "Co-Trustee"), and provides as follows:

WHEREAS, on July 10, 2013, the City entered into the Tamarac Land Trust Agreement ("Land Trust Agreement") with Alan J. Polin, P.A., to serve as the Trustee under the Land Trust Agreement which governs the conveyance and administration of the property which is the subject of the Land Trust Agreement, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, the City of Tamarac is the sole beneficiary of the Land Trust Agreement; and

WHEREAS, the Land Trust Agreement is silent as to the appointment of a trustee in the event the current Trustee is unable to serve as the Trustee of the land trust; and

WHEREAS, pursuant to City Resolution R-2016-34, dated April 13, 2016, the City entered into a Declaration of Appointment of Co-Trustee of the Tamarac Land Trust Agreement date July 10, 2013, and appointed Howard Steinholz to serve as a Co-Trustee under the Land Trust Agreement; and

WHEREAS, pursuant to Section 689.071(9), Fla.Stat., if the trust agreement is silent as to the appointment of a successor trustee of a land trust in the event a trustee is unable to serve as trustee of a land trust, one or more persons having the power of direction may appoint a trustee of the land trust by filing a declaration of appointment of a trustee in the public records of the county in which the trust property is located; and

WHEREAS, Howard Steinholz is unable to serve as the Co-Trustee for the land trust, therefore, the City, as the sole beneficiary has the power to appoint a new Co-Trustee to act pursuant to Florida Statute 689.071(9); and

WHREAS, the City desires to appoint Matt Rosenbaum as a Co-Trustee of the Tamarac Land Trust, and to serve as a Co-Trustee, and have all the power and authority as directed by the City of Tamarac pursuant to the terms and conditions of the Land Trust Agreement, and Section 689.071, Fla.Stat.

NOW, THEREFORE, the City of Tamarac, as the sole beneficiary of the Tamarac Land Trust hereby makes this Declaration of Appointment of a Co-Trustee for the Tamarac Land Trust dated July 10, 2013, as follows:

1. The foregoing "Whereas" clauses are hereby ratified as being true and correct and incorporated herein.

2. The City of Tamarac, as the sole beneficiary of the Tamarac Land Trust, pursuant to the Trust Agreement dated July 10, 2013, and the provisions of Section 689.071(9), Florida Statutes, hereby appoints Matt Rosenbaum as Co-Trustee of the Tamarac Land Trust Agreement.

3. The Co-Trustee shall serve as Co-Trustee of the Tamarac Land Trust Agreement dated July 10, 2013, pursuant to the terms and conditions of the Land Trust Agreement which is incorporated herein by reference.

4. This Declaration of Appointment shall be recorded in the public records of Broward County, Florida.

5. The City of Tamarac may terminate this appointment at any time by recording a revocation of this Declaration of Appointment in the public records of Broward County, Florida.

IN WITNESS OF THE FOREGOING, the City of Tamarac sets its hand and seal the day and year first written above.

CITY OF TAMARAC

ATTEST:

____
Levent Sucuoglu, City Manager

____
Kimberly Dillion, CMC
City Clerk

____
Date

____
Date

Approved as to form and legal sufficiency:

____
City Attorney

____
Date

ACCEPTANCE OF APPOINTMENT AS CO-TRUSTEE:

WITNESSES:

By: ______________________

Print Name: Robert D. Miller

By: ______________________

Print Name: Benjamin Manburg

By: ______________________
Matt Rosenbaum
1217 E. Broward Boulevard
Fort Lauderdale, FL 33301

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of MARCH, 2025, by Matt Rosenbaum, who is personally known to me or has produced ______________________ as identification.

My Commission expires:

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

____
Notary Public, State of Florida

JOHN F. ZINK
Printed Name of Notary Public

EXHIBIT "A"
TO DECLARATION OF APPOINTMENT OF CO-TRUSTEE
OF THE TAMARAC LAND TRUST AGREEMENT
DATED JULY 10, 2013

GENERAL LEGAL DESCRIPTION OF PROPERTY
THAT IS THE SUBJECT OF THE LAND TRUST
AGREEMENT DATED JULY 10, 2013

All real property owned by the City of Tamarac located generally West of Pine Island Road, East of NW 94th Avenue, North of Commercial Boulevard, South and North of NW 57th Street, all located within the City of Tamarac, Florida.

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.i

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14236
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR14236 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Diversity, Equity & Inclusion Advisory Board, to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The City Clerk is recommending that the City Commission approve TR14236 appointing members to the City of Tamarac's Diversity, Equity & Inclusion Advisory Board, in accordance with §2-58 of the city's Code.
BACKGROUND:	In accordance with Sec. 2-136 of the City Code the Diversity, Equity and Inclusion Advisory Board of the city, which shall consist of five (5) regular members, serving without pay, appointed by the city commission. The mission of this board is to promote awareness and to celebrate the rich heritage and the vast diversity of the City of Tamarac.

Sec. 2-139. - Duties and responsibilities.
The Diversity, Equity and Inclusion Advisory Board shall have the following duties and responsibilities:
(1)The board will make recommendations to the city commission on diversity and equity strategies that strengthen connections among diverse community groups and with city government
(2)The board will advise on initiatives that will promote appreciation, acceptance and respect for cultural and ability differences. These initiatives will contribute to city services and programs being equitable and accessible for all.
(3)The board will make recommendations to the city commission, on ways to work with public and private stakeholders in the city to increase understanding of the

diverse groups that make up the city.

ISSUE: Board members are appointed to terms which run concurrent with their appointing Commissioner. Commissioner Patterson was newly elected as Commissioner for District 3 on November 5, 2024, creating a Commission appointed vacancy on the Diversity, Equity & Inclusion Advisory Board.

Additionally, during the 12/09/2024 workshop, then-Commissioner Daniel requested that all her boards be re-advertised, as she intended to make new appointments to all boards.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR14236 - DE&I Appointments Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING TWO (2) MEMBERS TO THE DIVERSITY, EQUITY & INCLUSION ADVISORY BOARD, TO SERVE TERMS CONCURRENT WITH THEIR APPOINTING COMMISSION MEMBER, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees; and

WHEREAS,; the City Commission created the Diversity, Equity & Inclusion Advisory Board through Ordinance O-2021-001; and

WHEREAS, members of the Diversity, Equity and Inclusion Advisory Board shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint two (2) members to the Diversity, Equity and Inclusion Advisory Board, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as members of the Diversity, Equity and Inclusion Advisory Board, and to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made.

Name of Appointee	Board	Commission District	Term Ending
Isabel Kellem	Diversity, Equity & Inclusion	3	Nov. 7, 2028
Wilfred Ruiz	Diversity, Equity & Inclusion	4	Nov. 3, 2026

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _______________, 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

AGENDA ITEM NO. 3.j

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14237

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14237 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing five members to the Education Advisory Board, to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The City Clerk is recommending that the City Commission approve TR14236 appointing members to the City of Tamarac's Education Advisory Board, in accordance with §2-58 of the city's Code.

BACKGROUND: According Sec. 2-176 to the City of Tamarac Code of Ordinances, The Education Advisory Board must consist of five (5) members, serving without pay, appointed by the city commission.

Sec. 2-179, the education advisory board is hereby authorized to act in an advisory capacity to the city commission in matters pertaining to education as follows: (1)Recommend the city's participation in an information exchange via school newsletters and principals' offices with the administration of each school located within the city as well as those schools outside the city which are attended by city residents.(2)Develop recommendations to facilitate cooperation between the city and neighborhood associations, local businesses and other important bodies related to education.(3)Recommend coordination of the activities of the city with those activities of the local schools, colleges and universities in order to promote educational opportunities for the residents of the city.(4)Recommend to the city those activities and contacts for volunteers to provide materials to encourage student participation and involvement in educational activities and programs.

(5)Develop recommendations regarding programs which may be created by the School Board of Broward County to enhance educational opportunities in the city.(6)Develop proposed actions for city consideration including proposed legislation at the state and federal level, which may be taken in support of educational programs within the city.(7)Identify state and federal programs and grants in direct support of city schools and provide such recommendations to the city manager or designee.(8)Assist the city and public schools within the city in recruiting volunteers to assist public school students before, during and after school.(9)Provide comments to the city commission regarding proposed developments and their impacts upon neighborhoods, local business and the ethnic, racial and cultural diversity of the city.(10)Recommend methods for businesses to provide professional skills or educational opportunities for students. (11)Recommend to the city commission ways to: (a). Promote the public image of city schools through the development of brochures and/or digital materials to be used in promoting city schools; (b).Coordinate with law enforcement to improve safety for public school students before, during and after school; and (c).Improve parks and playgrounds facilities near public schools within the city.

ISSUE: At the 12/09/2024 Commission Workshop, the Commission members reached a consensus to appoint new members to the Education Advisory Board.

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

ATTACHMENTS:

TR14237- EAB Appointments Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING FIVE (5) MEMBERS TO THE EDUCATION ADVISORY BOARD, TO SERVE TERMS CONCURRENT WITH THEIR APPOINTING COMMISSION MEMBER, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees; and

WHEREAS,; the City Commission created the Education Advisory Board (EAB) through Ordinance O-2021-015; and

WHEREAS, members of the EAB shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint five (5) members to the EAB, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as members of the EAB, and to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made.

Name of Appointee	Committee	Commission District	Term Ending
Malone Fleming	EAB	1	Nov. 7, 2028
Kelsie Hodge	EAB	2	Nov. 3, 2026
Geoffrey Grosky	EAB	3	Nov. 7, 2028
Rowena Thomas	EAB	4	Nov. 3, 2026
Cassandra Burrell	EAB	Mayor At Large	Nov. 3, 2026

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

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

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SECTION 5: 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

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.k

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14238
AGENDA SECTION:	<u>**CONSENT AGENDA**</u>
TITLE:	TR14238 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing three (3) members to the Parks & Recreation Advisory Board, to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The City Clerk is recommending that the City Commission approve TR14238 appointing members to the Parks & Recreation Advisory Board, in accordance with §2-58 of the city's Code.
BACKGROUND:	The duties of the Parks & Recreation Board are to make recommendations concerning recreational needs for the entire city, implementation of a means for achieving the goals, and make recommendations on existing and proposed programs. In accordance with Section 2-58 of the City Code the Parks & Recreation Board shall consist of five (5) regular members. For boards or committees with five (5) regular members the Mayor shall appoint one (1) member from the city at large, and each Commissioner shall appoint (1) individual who meets the qualification requirements for the specific board or committee said appointments to run concurrent with the appointing Commission Member, or until such time as new appointments are made.
ISSUE:	Commissioner Bolton was reelected to City Commission November 5, 2024. Per the City's Code, Section 2-59(a)(4) the Commissioner must appoint or reappoint a member to the Diversity, Equity & Inclusion Advisory Board, to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made.

Board members are appointed to terms which run concurrent with their appointing Commissioner. Commissioner Patterson was newly elected as Commissioner for District 3 on November 5, 2024, creating a Commission appointed vacancy on the Diversity, Equity & Inclusion Advisory Board.

Additionally, during the 12/09/2024 workshop, then-Commissioner Daniel requested that all her boards be re-advertised, as she intended to make new appointments to all boards.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR14238 - Parks & Rec Appointments Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING THREE (3) MEMBERS TO THE PARKS & RECREATION ADVISORY BOARD, TO SERVE TERMS CONCURRENT WITH THEIR APPOINTING COMMISSION MEMBER, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; and

WHEREAS, members of the Parks and Recreation Advisory Board shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint three (3) members to the Parks and Recreation Advisory Board, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as members of the Parks and Recreation Advisory Board, and to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made.

Name of Appointee	Board	Commission District	Term Ending
Sandy Ehrlich	Parks & Recreation	1	Nov. 7, 2028
Chantel Glenn-Kendrick	Parks & Recreation	3	Nov. 7, 2028
Brian Barcelona	Parks & Recreation	4	Nov. 3, 2026

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

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

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

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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

AGENDA ITEM NO. 3.I

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14239
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR14239 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing to the Planning Board, three (3) regular members for terms concurrent with the appointing Commission member, and two (2) alternate members for terms concurrent with the Mayor, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The City Clerk is recommending that the City Commission approve TR14236 appointing members to the City of Tamarac's Planning Board, in accordance with §2-58 of the city's Code.
BACKGROUND:	Section 10.5-6(B)(2)(c)(i)A of the Tamarac Code the Planning Board is comprised of five (5) regular members and two (2) alternate members. For Boards and Committees with five regular and two alternate members each Commission member shall appoint one (1) regular member with said appointments to run concurrently with the Commission member making the appointment, or until new appointments are made. Two (2) alternate members shall be appointed by a majority vote of the Mayor and Commissioners. Terms of alternate appointments to run concurrently with the Mayor's term, or until new appointments are made. The Planning Board shall have all the powers and duties of a Planning Board as provided by Part II of F.S. Chapter 163. The Planning Board shall be responsible for all duties and powers as they relate to considering and hearing variances and appeals, as defined in Section 10.5-6(B)(2)(a)(b) of the Code of Ordinances. The Planning Board shall also advise and recommend to the City Commission action to be taken on the following matters: Review of Development Applications; LDC Amendment, Implementation and Enforcement; Comprehensive Plan and

have all other powers and duties of a planning board as provided by the Community Planning Act and other powers and duties delegated to it by the City Commission, consistent with State law. In accordance with Section 10-5.6(B)(2)(c)E any interested citizen may be appointed to the Planning Board, but those with experience or interest in the following areas shall receive special consideration: Architecture, Law, Land Development, Environmental Science, Real Estate Development or Sales, Urban Planning, Engineering or activism in a neighborhood, condominium or homeowners' association.

ISSUE: Commissioner Bolton was reelected to City Commission November 5, 2024. Per the City's Code, Section 2-59(a)(4) the Commissioner must appoint or reappoint a member to the Diversity, Equity & Inclusion Advisory Board, to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made.

Board members are appointed to terms which run concurrent with their appointing Commissioner. Commissioner Patterson was newly elected as Commissioner for District 3 on November 5, 2024, creating a Commission appointed vacancy on the Diversity, Equity & Inclusion Advisory Board.

Additionally, during the 12/09/2024 workshop, then-Commissioner Daniel requested that all her boards be re-advertised, as she intended to make new appointments to all boards.

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

ATTACHMENTS:

TR14239 - Planning Board Appointments Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING TO THE PLANNING BOARD, THREE (3) REGULAR MEMBERS FOR TERMS CONCURRENT WITH THE APPOINTING COMMISSION MEMBER, AND TWO (2) ALTERNATE MEMBERS FOR TERMS CONCURRENT WITH THE MAYOR, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees ; and

WHEREAS, in accordance with §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions ; and

WHEREAS, members of the Planning Board shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, in accordance with §10-5.6, §2-58 and §2-59 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint three (3) regular member, and two (2) alternate at large member to the Planning

Board, in accordance with the procedures set out in §10-5.6 and §2-58 of the Tamarac Code ; 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. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The following individuals are hereby appointed to serve as 'regular' and 'alternate' members of the Planning Board. Regular members are to serve terms concurrent with their appointing Commission member and Alternate members to serve time concurrent with the Mayor; or until such time as new appointments are made.

Name of Appointee	Board	Commission District	Term Ending
Nikole Cleare	Planning Board	1	Nov. 7, 2028
Mara English	Planning Board	3	Nov. 7, 2028
Jacques R. Moise	Planning Board	4	Nov. 3, 2026
Judy Hunter	Alternate	At-Large	Nov. 3, 2026
Atherley Soman	Alternate	At-Large	Nov. 3, 2026

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _______________, 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

AGENDA ITEM NO. 3.m

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14240
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR14240 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Public Art Committee, to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The City Clerk is recommending that the City Commission approve TR14240 appointing members to the City of Tamarac's Public Art Committee, in accordance with §2-58 of the city's Code.
BACKGROUND:	The mission of the Public Art Committee is to expand cultural opportunities for residents and visitors and to enhance the appearance of the City through the selection and integration of artwork in a public environment. In accordance with Section 5-305 of the City Code the Public Art Committee shall consist of five (5) regular members, who live or conduct business in the city, with a strong commitment to the objectives of the public art program who shall be appointed by the Commission. Membership of the Public Art Committee may include: experience in landscape architecture, urban planning, engineering, or a related design disciplines; professional artist; person knowledgeable in the field of public art, education and community affairs or a private citizen from the development community.
ISSUE:	Board members are appointed to terms which run concurrent with their appointing Commissioner. Commissioner Patterson was newly elected as Commissioner for District 3 on November 5, 2024, creating a Commission appointed vacancy on the Diversity, Equity & Inclusion Advisory Board.

Additionally, during the 12/09/2024 workshop, then-Commissioner Daniel requested that all her boards be re-advertised, as she intended to make new appointments to all boards.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR14240 - PAC Appointments Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING TWO (2) MEMBERS TO THE PUBLIC ART COMMITTEE, TO SERVE TERMS CONCURRENT WITH THEIR APPOINTING COMMISSION MEMBER, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees; and

WHEREAS, members of the Public Art Committee shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint two (2) members to the Public Art Committee, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as members of the Public Art Committee, and to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made.

Name of Appointee	Committee	Commission District	Term Ending
Helene Herman	Public Art Committee	3	Nov. 7, 2028
Tracy Graham	Public Art Committee	4	Nov. 3, 2026

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

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

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SECTION 5: 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

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.n

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14241
AGENDA SECTION:	<u>**CONSENT AGENDA**</u>
TITLE:	TR14241 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing three (3) members to the Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women, to serve a term concurrent with the appointing Commissioner or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The City Clerk is recommending that the City Commission approve TR14236 appointing members to the City of Tamarac's Ruth Bader Ginsberg Commission on the Status of Women, in accordance with §2-58 of the city's Code.
BACKGROUND:	The Supreme Court Justice Ruth Bader Ginsburg Commission on the Status of Women ("RBG Commission"), which shall consist of five (5) members appointed by the city commission. The RBG Commission shall be dedicated to identifying and resolving economic, health and wellness, social, and all other issues concerning women's lives through education and advocacy in the City of Tamarac. Sec. 2-159. - Duties and responsibilities. The duties of the RBG Commission shall include, but not be limited to, the following duties, functions, powers and responsibilities: (1)To serve in an advisory capacity by making studies, reports and recommendations to the city commission and to the city manager; to make recommendations with respect to all matters pertaining to the status of women within the City of Tamarac, including, but not limited to, the fair and equal treatment of women. To ensure that policies and practices are in place that do not discriminate against women, whether practice by government, individuals or corporations. To review working and living conditions of women, focus on

the health and wellness of women, the delivery of public and private services to women and the education and training for women and public accommodations afforded to women; and(2)To make continuing studies with recommendations and reports of all city agencies, facilities, boards, services and programs dealing with or affecting women, including equal funding of such facilities, services and programs; and(3)To study, recommend and report any needed improvements and changes to the city ordinances, resolutions and written and unwritten policies and practices of the city; and(4)To appear before any governmental or non-governmental agency to present findings and recommendations on behalf of the city with the approval of the city commission; and(5)To operate and to conduct the affairs of the RBG Commission on the Status of Women within the human resources department; and(6)To monitor the city's pay scale to ensure equal pay for women performing the same work as men; and(7)To meet as often as appropriate to perform its function; and(8)To perform any other functions as directed by the city commission.

ISSUE:

Commissioner Bolton was reelected to City Commission November 5, 2024. Per the City’s Code, Section 2-59(a)(4) the Commissioner must appoint or reappoint a member to the Diversity, Equity & Inclusion Advisory Board, to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made.

Board members are appointed to terms which run concurrent with their appointing Commissioner. Commissioner Patterson was newly elected as Commissioner for District 3 on November 5, 2024, creating a Commission appointed vacancy on the Diversity, Equity & Inclusion Advisory Board.

Additionally, during the 12/09/2024 workshop, then-Commissioner Daniel requested that all her boards be re-advertised, as she intended to make new appointments to all boards.

STRATEGIC GOALS:

Goal #6: Tamarac is a Dynamic Workplace

ATTACHMENTS:

TR14241 -RBG Appointment Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING THREE (3) MEMBERS TO THE SUPREME COURT JUSTICE RUTH BADER GINSBERG COMMISSION ON THE STATUS OF WOMEN, TO SERVE A TERM CONCURRENT WITH THE APPOINTING COMMISSIONER OR UNTIL SUCH TIME NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees; and

WHEREAS,; the City Commission created the Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women (RBG) through Ordinance O-2021-010; and

WHEREAS, members of the RBG Commission shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint three (3) members to the RBG Commission, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as members of the RBG Commission, and to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made.

Name of Appointee	Board	District	Term Ending
Janice Haywood	RBG	1	Nov. 7, 2028
Gail Nichols	RBG	3	Nov. 7, 2028
Linda Danner	RBG	4	Nov. 3, 2026

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _______________, 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

AGENDA ITEM NO. 3.o

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14242
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR14242 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing four members (4) to the Sister Cities Committee; to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The City Clerk is recommending that the City Commission approve TR14236 appointing members to the City of Tamarac's Sister Cities Committee, in accordance with §2-58 of the city's Code.
BACKGROUND:	According to Sec. 2-234.31 of the City's Code of Ordinances, a sister cities committee shall be a permanent agency of the city and which shall consist of five (5) members appointed by the city commission. The sister cities committee shall be authorized to research and report to the city commission on matters related to sister city programs or relationships. Sec. 2-234.37, the sister cities committee may perform such other duties as may be prescribed by resolution by the city commission.
ISSUE:	Commissioner Bolton was reelected to City Commission November 5, 2024. Per the City's Code, Section 2-59(a)(4) the Commissioner must appoint or reappoint a member to the Diversity, Equity & Inclusion Advisory Board, to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made. Board members are appointed to terms which run concurrent with their appointing Commissioner. Commissioner Patterson was newly elected as Commissioner for District 3 on November 5, 2024, creating a Commission appointed vacancy on the Diversity, Equity &

Inclusion Advisory Board.

Additionally, during the 12/09/2024 workshop, then-Commissioner Daniel requested that all her boards be re-advertised, as she intended to make new appointments to all boards. Also, Tyler Starkweather has forfeited his appointment to the Sister Cities Committee due to his absenteeism, resulting in a vacancy on the committee, which is being filled by appointing Commissioner Wright.

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

ATTACHMENTS:

TR14242 - Sister Cities Appointment Reso.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING FOUR MEMBERS (4) TO THE SISTER CITIES COMMITTEE; TO SERVE TERMS CONCURRENT WITH THEIR APPOINTING COMMISSION MEMBER, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing four members to the Sister Cities Committee ; and

WHEREAS, the City Commission created the Sister Cities Committee through Ordinance No. O-2020-002 and O-2021-006; and

WHEREAS, members of the Sister Cities Committee shall serve terms in accordance with the terms and provisions of §2-59 of the City's Code of Ordinances; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall select qualified individuals to their respective positions ; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint four (4) members to the Sister Cities Committee, in accordance with the procedures provided for in § 2-58 and §2-59 of the Tamarac Code ; 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. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: That the following individuals are hereby appointed to serve as members of the Sister Cities Committee, and to serve terms concurrent with their appointing commission member, or until such time as new appointments are made.

Name of Appointee	Committee	Commission District	Term Ending
Trisha Soman	Sister Cities	1	Nov. 7, 2028
Peter Mason	Sister Cities	2	Nov. 3, 2026
Joan Armbrister	Sister Cities	3	Nov. 7, 2028
Natasha Britton	Sister Cities	4	Nov. 3, 2026

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

TAMARAC
The City For Your Life

AGENDA ITEM NO. 3.p

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	TR14243
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	TR14243 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one (1) member to the Veterans Affairs Committee to each serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The City Clerk is recommending that the City Commission approve TR14236 appointing members to the City of Tamarac's Veterans Affairs Committee, in accordance with §2-58 of the city's Code.
BACKGROUND:	Sec. 2-223. - (a) A Veterans Affairs Committee is hereby created as a permanent agency of the city, and shall consist of eight (8) or more members appointed by the city commission to serve four-year terms, or until new appointments are made, at the pleasure of the city commission without compensation.(b) Members must have served in a branch of the Armed Forces of the United States and must have received an honorable discharge, or be affiliated with a non-profit organization providing services to veterans. The Veterans Affairs Committee shall promote and facilitate awareness among veterans of their rights, benefits and any other special needs; promote programs designed to encourage public awareness of the role of veterans in the history of the United States; and promote patriotism.
ISSUE:	Commissioner Bolton was reelected to City Commission November 5, 2024. Per the City's Code, Section 2-59(a)(4) the Commissioner must appoint or reappoint a member to the Diversity, Equity & Inclusion Advisory Board, to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made.

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

ATTACHMENTS:
TR14243_-_Veterans_Board_Appointments.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING ONE (1) MEMBER TO THE VETERANS AFFAIRS COMMITTEE TO EACH SERVE A FOUR-YEAR TERM, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Veterans Affairs Committee was created to promote, and facilitate awareness among Veterans of their rights, benefits and any other special needs ; and

WHEREAS, the City Commission is desirous of appointing members to the Veterans Affairs Committee ; and

WHEREAS, according to Section 2-223(a) of the Tamarac Code, the Veterans Affairs Committee shall consist of eight (8) or more members appointed by the City Commission to serve four-year terms, or until such time new appointments are made ; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interests of the citizens and residents of the City of Tamarac to appoint 1 member to the Veterans Affairs Committee, in accordance with the procedures set out in §2-58 of the Tamarac Code.

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

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

SECTION 2: That the following individual is hereby appointed as a member of the Veterans Affairs Committee, to serve four-year terms expiring March 26, 2029, or until such time as new appointments are made:

Name of Appointee	Committee	Term Ending
Antonio Mitchell	Veterans Affairs Committee	March 26, 2029

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.

The remainder of this page was intentionally left blank.

SECTION 5: 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

TAMARAC
The City For Your Life

AGENDA ITEM NO. 4.a

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Resolution
TEMP. RESOLUTION NUMBER:	14232
AGENDA SECTION:	<u>REGULAR AGENDA</u>
TITLE:	TR14232 - A Resolution of the City Commission of the City of Tamarac, Florida, accepting the Community Project Funding (CPF) grant from the Economic Development Initiative (EDI) administered by the US Department of Housing and Urban Development (HUD) totaling $1,666,279 for Tamarac's Affordable Housing program; authorizing the City Manager or appropriate City Officials to execute the grant agreement and related documents to initiate the grant process; providing for conflicts; providing for severability; and providing an effective date.
RECOMMENDATION:	The Director of Community Development recommends that the Mayor and City Commission accept the Community Project Funding (CPF) through the Economic Development Initiative (EDI) in the FY 2024 Consolidated Appropriations Act at its March 26, 2025 City Commission meeting.
BACKGROUND:	The United States Congress House of Representatives Appropriations Committee accepted requests for Community Project Funding (CPF), formerly known as earmarks, for the Fiscal Year 2024 appropriations process. Members of congress were able to request direct funding from the CPF program for specific projects in their districts that benefit the residents and address the most significant needs of local communities. With assistance from the lobbyist, the Ferguson Group, Congresswoman Shelia Cherfilus McCormick of the 20th District of Florida requested direct funding from the FY 2024 CPF program for the City of Tamarac's Affordable Housing Program. The Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act) and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) were enacted March 5, 2024, where Congress

made funding available for grants for the Economic Development Initiative (EDI) for the purposes specified for Community Project Funding.

The City of Tamarac was awarded $1,666,279 in CPF funding for Tamarac's Affordable Housing Program. CPF awards are administered by the Department of Housing and Urban Development (HUD). We expect to engage in four activities: Tamarac's Affordable Housing Program is focused on four (4) activities: Purchase Assistance for 1st Time Homebuyers for at least ten (10) households, Owner-Occupied Home Rehabilitation and Repair Assistance for at least fifteen (15) households, a Paint Program for at least five (5) rental properties, and the Residential Assistance Program which provides assistance for HOA fees/dues, rental gap increases, insurance, utility payments, and past due rent and mortgage payments for at least twenty (20) households.

CPF FY 2024-2025

Activities	# of Projects	Allocations ($)
MHR Weatherization	15	500,000.00
Purchase Assistance	10	600,000.00
Multifamily Paint Program	5 properties	100,000.00
Residential Assistance	20	300,000.00
Projects **Subtotal**		**$1,500,000.00**
Staff Admin		166,279.00
TOTAL		**$1,666,279.00**
**delivery cost in activity*		

Apart from the paint program for multifamily buildings, the process of assisting applicants with CPF funds will mirror Tamarac's existing guidelines for using federal funds. The funds will assist very low to moderate households earning up to 120% of the Area Median Income (AMI). The city can commence drawing down funds using the DRGR system once the agreement is signed by HUD.

ISSUE: The City was awarded CPF funds, and a grant agreement and other related documents must be executed prior to the release of funds.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR14232_memo_updated.docx

TR 14232 CPF.docx

City of Tamarac
Interoffice Memorandum 25 03 003M
Community Development Department

To: Levent Sucuoglu, City Manager

From: Maxine Calloway, Community Development Director

Date: March 14, 2025

Re: **TR# 14232 – Accepting the Community Project Funding and Authorizing the City Manager to Execute Grant Agreement and Related Documents**

Recommendation: The Director of Community Development recommends that the Mayor and City Commission accept the Community Project Funding (CPF) through the Economic Development Initiative (EDI) in the FY 2024 Consolidated Appropriations Act at its March 26, 2025 City Commission meeting.

Issue: The City was awarded CPF funds, and a grant agreement and other related documents must be executed prior to the release of funds.

Background: The United States Congress House of Representatives Appropriations Committee accepted requests for Community Project Funding (CPF), formerly known as earmarks, for the Fiscal Year 2024 appropriations process. Members of congress were able to request direct funding from the CPF program for specific projects in their districts that benefit the residents and address the most significant needs of local communities. With assistance from the lobbyist, the Ferguson Group, Congresswoman Shelia Cherfilus McCormick of the 20th District of Florida requested direct funding from the FY 2024 CPF program for the City of Tamarac's Affordable Housing Program.

The Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act) and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) were enacted March 5, 2024, where Congress made funding available for grants for the Economic Development Initiative (EDI) for the purposes specified for Community Project Funding.

The City of Tamarac was awarded $1,666,279 in CPF funding for Tamarac's Affordable Housing Program. CPF awards are administered by the Department of Housing and Urban Development (HUD). We expect to engage in four activities: Tamarac's Affordable Housing Program is focused on four (4) activities: Purchase Assistance for 1st Time Homebuyers for at least ten (10) households, Owner-Occupied Home Rehabilitation and Repair Assistance for at least fifteen (15) households, a Paint Program for at least five (5) rental properties, and the Residential Assistance Program which provides assistance for HOA fees/dues, rental gap increases, insurance, utility payments, and past due rent and mortgage payments for at least twenty (20) households.

CPF FY2024-2025		
Activities	# of Projects	Allocation
MHR-weatherization	15	$ 500,000.00
Purchase Assistance	10	$ 600,000.00
Multifamily Paint Program	5 properties	$ 100,000.00
Residential Assistance	20	$ 300,000.00
Projects Subtotal		$ 1,500,000.00
staff admin		$ 166,279.00
Total		$ 1,666,279.00
*delivery cost in activity		

Apart from the paint program for multifamily buildings, the process of assisting applicants with CPF funds will mirror Tamarac's existing guidelines for using federal funds. The funds will assist very low to moderate households earning up to 120% of the Area Median Income (AMI). The city can commence drawing down funds using the DRGR system once the agreement is signed by HUD.

Fiscal Impact: There is no negative fiscal impact from this program. The annual allocations will be added to the FY 24-25 budget and may be amended should the allocation change.

This agenda item is consistent with the City's Strategic Plan Goal #4; Tamarac is Vibrant as CPF funds directly impact the quality of life and financial resiliency of the residents of Tamarac.

Maxine Calloway,
Director of Community Development

Attachments: Temporary Resolution 14232
FY 2024 Community Project Funding Grant Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 - ______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING THE COMMUNITY PROJECT FUNDING (CPF) GRANT FROM THE ECONOMIC DEVELOPMENT INITIATIVE (EDI) ADMINISTERED BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TOTALING $1,666,279 FOR TAMARAC'S AFFORDABLE HOUSING PROGRAM; AUTHORIZING THE CITY MANAGER OR APPROPRIATE CITY OFFICIALS TO EXECUTE THE GRANT AGREEMENT AND RELATED DOCUMENTS TO INITIATE THE GRANT PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS**,** The United States Congress House of Representatives Appropriations Committee accepted requests for Community Project Funding (CPF), formerly known as earmarks, for the Fiscal Year 2024 appropriations process; and

WHEREAS, members of congress are able to request direct funding from the CPF program for specific projects in their districts that benefit the residents and address the most significant needs of local communities; and

WHEREAS, Congresswoman Shelia Cherfilus McCormick of the 20th District of Florida requested direct funding from the FY 2024 CPF program for the City of Tamarac's Affordable Housing Program; and

WHEREAS**,** the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act) and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) were enacted March 5, 2025, where

Congress made funding available, $3,290,054,336, for grants for the Economic Development Initiative (EDI) for the purposes specified for Community Project Funding/Congressionally Directed Spending; and

WHEREAS, CPF awards are administered by the Department of Housing and Urban Development (HUD); and

WHEREAS**,** the City of Tamarac was awarded $1,666,279 in CPF program funding for Tamarac's Affordable Housing Program; and

WHEREAS**,** CPF program will fund four activities: Purchase Assistance for 1st Time Homebuyers, Owner-Occupied Home Rehabilitation and Repair Assistance, a multifamily Paint Program, and Residential Assistance Program which provides assistance for HOA fees/dues, rental gap increases, homeowners insurance, utility payments, and past due rent and mortgage payments; and

WHEREAS, the Community Development Director recommends acceptance of the award and that the City Manager or appropriate city officials be authorized to execute the grant agreement and any subsequent related documents; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to accept the award of Community Project Funding.

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

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

Resolution. All exhibits referenced herein are hereby incorporated into this Resolution and made a specific part hereof.

SECTION 2: That the City Commission hereby accepts the award of $1,666,279 in Community Project Funding for Tamarac's Affordable Housing Program.

SECTION 3: The City Manager or appropriate City officials is hereby authorized to execute the grant agreement and any related documents including revisions required to receive the CPF award.

SECTION 4: All resolutions or parts of resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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: VM. DANIEL	______

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

____
HANS OTTINOT
CITY ATTORNEY

AGENDA ITEM NO. 4.b

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Judith Henry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14235

AGENDA SECTION: <u>**REGULAR AGENDA**</u>

TITLE: TR14235 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the City Manager's proposal of a new recognition award program, The Extra Mile in Public Service Award, in accordance with Florida Statutes 215.425; providing for conflicts, providing for severability; and providing for an effective date.

RECOMMENDATION: Feedback from the recent Employee Survey indicated that Tamarac employees are seeking enhancements to the City's recognition programs. In response to this valuable input, and in alignment with Tamarac's High Performance Organization philosophy, the City Manager has proposed the introduction of a new award – the Extra Mile in Public Service Award.

BACKGROUND: Employees are the City's most valuable asset and play a critical role in contributing to achieving the City's goals, objectives and mission. The City of Tamarac recognizes the importance of motivating, recognizing and honoring those who go the extra mile. The Extra Mile in Public Service Award has been developed to recognize employees who Make an Impact in their service to the public, through Leadership and Excellence. This award celebrates public servants who demonstrate exceptional dedication, innovation, and commitment to improving their communities.

The Extra Mile in Public Service Award provides opportunities for members of the commission, employees and the public to recognize City staff for individual achievements in going over and beyond in areas such as innovation, customer service, efficiency, quality of work, and leadership in their interaction with the public. Nominations of individuals are submitted throughout the year for exceptional and extraordinary actions, service, projects, superior performance and heroism, primarily geared to the public.

The City Manager or designee will review nominations and approve the recipients of the award.

Award recipients will receive the following:

- The names of the Extra Mile in Public Service Award recipients will be displayed on a perpetual plaque that hangs in City Hall.
- Monetary value awards of up to $1000.
- Recognition through City social media platforms, publications and public meetings.

Additional program details are attached hereto as “Exhibit A.”

ISSUE: Review and approval of a new recognition program – Extra Mile in Public Service Award.

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

ATTACHMENTS:

TR14235 - Memo - City Manager - Extra Mile in Public Service Award.pdf
TR_14235_-_Resolution_-_City_Manager_-__Extra_Mile_in_Public_Service_Award.docx
City Manager - Extra Mile in Public Service Award Exhibit A.pdf

City of Tamarac
Interoffice Memorandum
Human Resources

To: Levent Sucuoglu, City Manager

From: Danielle Durgan, Director of Human Resources

Date: March 17, 2025

Re: Extra Mile in Public Service Award

Recommendation:

Feedback from the recent Employee Survey indicated that Tamarac employees are seeking enhancements to the City's recognition programs. In response to this valuable input, and in alignment with Tamarac's High Performance Organization philosophy, the City Manager has proposed the introduction of a new award – the *Extra Mile in Public Service Award*.

Issue:

Review and approval of a new recognition program – *Extra Mile in Public Service Award.*

Background:

Employees are the City's most valuable asset and play a critical role in contributing to achieving the City's goals, objectives and mission. The City of Tamarac recognizes the importance of motivating, recognizing and honoring those who go the extra mile. The ***Extra Mile in Public Service Award*** has been developed to recognize employees who **M**ake an **I**mpact in their service to the public, through **L**eadership and **E**xcellence. This award celebrates public servants who demonstrate exceptional dedication, innovation, and commitment to improving their communities.

The ***Extra Mile in Public Service Award*** provides opportunities for members of the commission, employees and the public to recognize City staff for individual achievements in going over and beyond in areas such as innovation, customer service, efficiency, quality of work, and leadership in their interaction with the public. Nominations of individuals are submitted throughout the year for exceptional and extraordinary actions, service, projects, superior performance and heroism, primarily geared to the public.

The City Manager or designee will review nominations and approve the recipients of the award.

Award recipients will receive the following:

- The names of the ***Extra Mile in Public Service Award*** recipients will be displayed on a perpetual plaque that hangs in City Hall.
- Monetary value awards of up to $1000.
- Recognition through City social media platforms, publications and public meetings.

Additional program details are attached hereto as “Exhibit A.”

Fiscal Impact:

For FY 2025, pending approval by the City Commission, a $12,000 budget amendment will follow to fund the ***Extra Mile in Public Service Award*** program. Funding for subsequent years will be subject to annual budget approval.

cc: Maxine Calloway, Deputy City Manager
Christine Cajuste, Director of Financial Services

Danielle Durgan
Danielle Durgan

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING THE CITY MANAGER'S PROPOSAL OF A NEW RECOGNITION AWARD PROGRAM, THE EXTRA MILE IN PUBLIC SERVICE AWARD, IN ACCORDANCE WITH FLORIDA STATUTES 215.425; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Employee Survey results indicated that Tamarac employees are seeking enhancements to the City's recognition programs; and

WHEREAS, the City Manager is proposing the introduction of a new recognition award, the *Extra Mile in Public Service Award* to recognize employees who **M**ake an **I**mpact in their service to the public, through **L**eadership and **E**xcellence. This award celebrates public servants who demonstrate exceptional dedication, innovation, and commitment to improving their communities, attached hereto as "Exhibit A"; and

WHEREAS, The *Extra Mile in Public Service Award* provides opportunities for members of the commission, employees and the public to recognize City staff for individual achievements in going over and beyond in areas such as innovation, customer service, efficiency, quality of work, and leadership in their interaction with the public.

WHEREAS, Nominations of individuals are submitted throughout the year for exceptional and extraordinary actions, service, projects, superior performance and heroism, primarily geared to the public; and

WHEREAS, The *Extra Mile in Public Service Award* Program provides performance-based bonuses, establishes specific award criteria, ensures all employees are considered, and includes an evaluation and selection process by which a bonus will be awarded, in accordance with Florida Statute 215.425(3); and

WHEREAS, all employees will be notified of the Program upon adoption; and

WHEREAS, this recognition program will have a fiscal impact of $12,000 for Fiscal Year 2025 and will be subject to future annual budget approval;

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to the best interest of the citizens and residents to the City of Tamarac to approve the *Extra Mile in Public Service Award*, attached hereto as “Exhibit A” and incorporated herein, in accordance with Florida Statute 215.425 (3).

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 *Extra Mile in Public Service Award* Program attached hereto as "Exhibit A" and made a part hereof, is hereby approved, to become effective immediately.

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.

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

SECTION 5: 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: VM. DANIEL	______

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

HANS OTTINOT
CITY ATTORNEY

Purpose

Feedback from the recent Employee Survey indicated that Tamarac employees are seeking enhancements to the City's recognition programs. In response to this valuable input, and in alignment with Tamarac's High Performance Organization philosophy, the City Manager has proposed the introduction of a new award. This initiative further supports the City's Strategic Goal # 6 – Tamarac is a Dynamic Workplace, emphasizing our commitment to fostering an environment where employees are valued, and their contributions are celebrated.

The Extra Mile in Public Service Award

Employees are the City's most valuable asset and play a critical role in contributing to achieving the City's goals, objectives and mission. The City of Tamarac recognizes the importance of motivating, recognizing and honoring those who go the extra mile. The ***Extra Mile in Public Service Award*** has been developed to recognize employees who **M**ake an **I**mpact in their service to the public, through **L**eadership and **E**xcellence. This award celebrates public servants who demonstrate exceptional dedication, innovation, and commitment to improving their communities.

Program Components

The ***Extra Mile in Public Service Award*** provides opportunities for members of the commission, employees and the public to recognize City staff for individual achievements in going over and beyond in areas such as innovation, customer service, efficiency, quality of work, and leadership in their interaction with the public. Nominations of individuals are submitted throughout the year for exceptional and extraordinary actions, service, projects, superior performance and heroism, primarily geared to the public.

Objectives

- Recognize employees for their achievements, dedication to public service and special contributions
- Highlight the partnership between Tamarac employees and the community in the pursuit of excellence in customer service

Award Criteria

Members of the Commission, employees and the public can nominate a City of Tamarac employee and should give specific details about what makes the nominee exceptional. Details should include the following criteria:

Customer Service - Demonstrates the ability to go above and beyond to provide exceptional service to the public, demonstrating empathy, understanding, and a commitment to meeting their needs.

Advocacy and Representation – Acknowledge individuals who have championed the interests of the public, advocating for policies and programs that benefit the community.

Above and Beyond – Extraordinary action that exceeds expectations.

Responsibility – Performs in a reliable and conscientious manner.

Leadership – Inspires, guides and empowers others to align with the City's vision and support its values through teamwork, accountability, innovation, professionalism and integrity.

Nomination Process and Eligibility

- Nominations are accepted throughout the year.
- Nominations must be submitted on the ***Extra Mile in Public Service Award Nomination Form*** (pending City's website location).
- All active City employees are eligible for nomination.

Extra Mile in Public Service Award Selection

The City Manager or designee will review nominations and approve the recipients of the award.

Award recipients will receive the following:

- The names of the ***Extra Mile in Public Service Award*** recipients will be displayed on a perpetual plaque that hangs in City Hall.
- Monetary value awards of up to $1000.
- Recognition through City social media platforms, publications and public meetings.

Fiscal Impact

FY 2025 - $12,000. Proceeding years - subject to annual budget approval.

AGENDA ITEM NO. 5.a

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	
AGENDA SECTION:	**ORDINANCE(S) - FIRST READING**
TITLE:	TO2588 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 2 of the City's Code of Ordinances, entitled "Administration," by specifically amending Section 2-34 entitled "Comprehensive Procedures for City Commission Meetings" by amending subsection (g) to revise the “Order of Business” relating to “Public Participation,” “Commission Reports,” and “Staff Reports,” and to increase the time for speakers to speak during public participation; and for other purposes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

TO2588 - Order of Business Ordinance final final - KD.docx
TO2588 BIE.docx

ORDINANCE NO. 0-2025-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION", BY SPECIFICALLY AMENDING SECTION 2-34 ENTITLED "COMPREHENSIVE PROCEDURES FOR CITY COMMISSION MEETINGS" BY AMENDING SUBSECTION (G) TO REVISE THE “ORDER OF BUSINESS” RELATING TO “PUBLIC PARTICIPATION”, “COMMISSION REPORTS”, AND “STAFF REPORTS”, AND TO ADD A PRESENTATION SECTION AND TO INCREASE THE TIME FOR SPEAKERS TO SPEAK DURING PUBLIC PARTICIPATION; AND FOR OTHER PURPOSES; 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 procedures in the best interests of the City; and

WHEREAS, the City Commission has determined that its procedures in section 2-34 should be amended relating to “Public Participation”, “Commission Reports”, “Staff Reports”, and to permit public speakers with more time to speak; and

WHEREAS, the City Commission has determined that the “Public Participation” and “Commission Reports” should be at the beginning of the Agenda and “Staff Reports” should occur at the end of the Agenda; 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.

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 2 of the City's Code of Ordinances, entitled "Administration", by amending Article II of the City's Code of Ordinance, entitled "City Commission", Section 2-34(g) entitled "Order of Business" as follows:

Sec. 2-34. Comprehensive procedures for city commission meetings.

***

(g) *Order of Business.*

(1) The Mayor shall take the chair at the hour appointed for the meeting of City Commission and shall call the meeting to order and direct the Clerk to call roll. In the absence of the Mayor, the Vice-Mayor shall preside. If a quorum is present, the meeting shall continue.

(2) Upon the establishment of a quorum, City Commission Workshop meetings shall open with the Pledge of Allegiance. led by the presiding City Commission member.

(3) The general order of any regular or alternate meeting, which any member of the City Commission can alter upon request. should be as follows. This order and content may vary in consideration of time constraints and/or actual items being considered:

a. Call to order;

b. Roll call;

c. Pledge of Allegiance;

d. Staff reports;

e. ~~Legislation~~ Public Participation ;

~~1. Consent agenda;~~

~~2. Reading of ordinances/resolutions;~~

~~3. public hearings/quasi-judicial;~~

CODING: Words in type are deletions from the existing law; Words in underscore type are additions.

f. Commission Reports ~~Public Participation~~ :

g. ~~Commission Reports~~ Legislation;

1. Consent agenda;

2. Reading of ordinances/resolutions;

3. Public hearings/quasi-judicial;

h. Adjournment (requires a majority vote).

****

(h) Rules for conduct of business.

(1) City Commission duties.

****

(2) Residents/interested parties duties.

a. Members of the public may speak only at times designated by the mayor or presiding officer.

****

d. During public participation any member of the public may speak to any issue that is not on the agenda for public hearing during the city commission meeting. Speakers will be limited to ~~three~~ five (~~3~~5) minutes during this time. There will be a thirty-minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the city clerk prior to their participation.

SECTION 4: It is the intention of the City Commission of the City of Tamarac, Florida that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

SECTION 5: 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.

SECTION 6: 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 7: This Ordinance shall become effective immediately upon adoption.

PASSED, FIRST READING this ______ day of ____________, 2025.

PASSED, SECOND READING this _____ day of _____________, 2025.

By______________________
MICHELLE GOMEZ
MAYOR

ATTEST:

____
KIMBERLEY DILLON, CMC
CITY CLERK

CODING: Words in type are deletions from the existing law; Words in underscore type are additions.

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

CODING: Words in type are deletions from the existing law; Words in <u>underscore</u> type are additions.

TAMARAC
The City For Your Life

This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: TO2588 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 2 of the City's Code of Ordinances, entitled "Administration," by specifically amending Section 2-34 entitled "Comprehensive Procedures for City Commission Meetings" by amending subsection (g) to revise the "Order of Business" relating to "Public Participation," "Commission Reports," and "Staff Reports," and to increase the time for speakers to speak during public participation; and for other purposes; 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:
   a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
   b. Sections 190.005 and 190.046, regarding community development districts;
   c. Section 553.73, relating to the Florida Building Code; or
   d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): N/A

Business Impact Estimate required pursuant to [Fla. Stat. § 166.041(4)a]

TAMARAC
The City For Your Life

Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any): N/A

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

TAMARAC
The City For Your Life

AGENDA ITEM NO. 6.a

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	TO2586
AGENDA SECTION:	**ORDINANCE(S) - SECOND READING**
TITLE:	TO2586 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" by specifically amending Section 3-4, entitled "Special Permit required for Extended Hours" allowing the City Manager or Designee to consider, approve, and renew special permits for extended on-premises consumption of alcoholic beverages during specified extended hours and increasing the period of permit approval or renewal to two (2) years; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The Director of Community Development recommends that the Mayor and City Commission approve the proposed Ordinance to amend Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" on First Reading at its February 26, 2025 meeting and on Second Reading on March 26, 2025.
BACKGROUND:	Chapter 3, Section 3-4, Code of Ordinances allows for the granting of a special permit allowing for the sale and service of alcoholic beverages for consumption on-premises only for extended hours from 2:00 a.m. to 4:00 a.m. during the specified days of New Year's Eve, St. Patrick's Day, Thursday, Friday and Saturdays, and one hour earlier daily from 8:00 a.m. to 7:00 a.m. The powers of granting and termination of the special permit currently reside with the City Commission who may approve a special permit for a period of one (1) year if it finds that there will be no substantially adverse impact on the surrounding area based on specific criteria. The City Commission may also take action to revoke, suspend or modify the special permit if the impacts of the extended hours are injurious to the health, safety, and welfare of city residents.

ISSUE:

The City Commission provided direction to revise Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" by specifically amending Section 3-4, entitled "Special Permit Required for Extended Hours", to allow the City Manager to consider, approve, and renew special permits for on-premises consumption of alcoholic beverages during specified extended hours and increasing the period of permit approval or renewal from one (1) year to two (2) years.

ATTACHMENTS:

1- Memo - TO2586.docx
2 - Ordinance - TO2586.docx
BIE TO2586.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-02-001M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu
City Manager

FROM: Maxine Calloway
Director of Community Development

DATE: February 14, 2025

RE: Ordinance amending Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" by specifically amending Section 3-4, entitled "Special Permit Required for Extended Hours", allowing the City Manager to consider, approve, and renew special permits for extended on-premises consumption of alcoholic beverages during specified extended hours and increasing the period of permit approval or renewal to two (2) years - **Temp. Ordinance No. 2586**

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Ordinance to amend Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" on First Reading at its February 26, 2025 meeting and on Second Reading on March 26, 2025.

ISSUE: The City Commission provided direction to revise Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" by specifically amending Section 3-4, entitled "Special Permit Required for Extended Hours", to allow the City Manager to consider, approve, and renew special permits for on-premises consumption of alcoholic beverages during specified extended hours and increasing the period of permit approval or renewal from one (1) year to two (2) years.

BACKGROUND: Chapter 3, Section 3-4, Code of Ordinances allows for the granting of a special permit allowing for the sale and service of alcoholic beverages for consumption on-premises only for extended hours from 2:00 a.m. to 4:00 a.m. during the specified days of New Year's Eve, St. Patrick's Day, Thursday, Friday and Saturdays, and one hour earlier daily from 8:00 a.m. to 7:00 a.m. The powers of granting and termination of the special permit currently reside with the City Commission who may approve a special permit for a period of one (1) year if it finds that there will be no substantial adverse impact on the surrounding area based on specific criteria. The City Commission may also take action to revoke, suspend or modify the special permit if the impacts of the extended hours are injurious to the health, safety, and welfare of city residents.

ANALYSIS: Chapter 3, Section 3-4, Code of Ordinances, is proposed to be amended to allow for the City Manager or designee to consider, approve, and renew special permits for extended hours if found that there will be no substantially adverse impact on the surrounding area based on specified criteria and removes the authority from the City Commission. The time period of the special permit is also proposed to be increased from one (1) year to two (2) years in an effort reduce the burden of annual application for a special permit for extended hours. The procedures to revoke, suspend or modify approved special permits for extended hours if injurious to the health, safety and welfare of city residents remain unchanged and still resides with the City Commission.

CONCLUSION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Ordinance to amend Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" on First Reading at its February 26, 2025 meeting and on Second Reading on March 26, 2025.

FISCAL IMPACT: The fee for the Special Extended Hours Permit has been proposed to be doubled from $500.00 to $1,000.00 to account for the additional year of approval from one (1) to two (2) years.

Maxine Calloway,
Community Development Director

Attachment: Temporary Ordinance No. 2586

MAC/RWJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 3 OF THE CITY OF TAMARAC CODE OF ORDINANCES ENTITLED “ALCOHOLIC BEVERAGES” BY SPECIFICALLY AMENDING SECTION 3-4, ENTITLED “SPECIAL PERMIT REQUIRED FOR EXTENDED HOURS” ALLOWING THE CITY MANAGER OR DESIGNEE TO CONSIDER, APPROVE, AND RENEW SPECIAL PERMITS FOR ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES DURING SPECIFIED EXTENDED HOURS AND INCREASING THE PERIOD OF PERMIT APPROVAL OR RENEWAL TO TWO (2) YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Chapter 166, Florida Statutes, grants local municipalities broad home rule authority to adopt ordinances to provide for health, safety and welfare of the general public; and

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which serves as the regulatory document outlining the establishment and operation of land uses within the municipality; and

WHEREAS, the City of Tamarac recognizes the importance of maintaining the health, safety, and welfare of City residents; and

WHEREAS, the City of Tamarac Code of Ordinances allows for a special permit to be granted to a vendor of alcoholic beverages allowing the vendor to sell and serve alcoholic beverages for consumption on-premises only during specified extended hours; and

WHEREAS, the City of Tamarac Code of Ordinances currently allows the City Commission to consider and grant the special permit to sell and serve alcoholic beverages for consumption on-premises only during specified extended hours; and

WHEREAS, the City Commission provided direction to revise Chapter 3 of the City of Tamarac Code of Ordinances entitled "Alcoholic Beverages" by specifically amending Section 3-4, entitled "Special Permit Required for Extended Hours", to allow the City Manager or designee to consider, approve, and renew special permits for on-premises consumption of alcoholic beverages during specified extended hours and increasing the period of permit approval or renewal from one (1) year to two (2) years; and

WHEREAS, the procedures to revoke, suspend or modify approved special permits for extended on-premises consumption of alcoholic beverages during specified extended hours if injurious to the health, safety and welfare of city residents remain unchanged; and

WHEREAS, the City Commission finds that the amendment is in the best interest of the residents and will promote the public health, safety, and welfare of the community.

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 3, Section 3-4 of the City of Tamarac Code of Ordinances is hereby amended to read as follows (underlined is added; ~~strike through~~ is deleted):

Sec. 3-4. Special permit required for extended hours.

(a) Notwithstanding section 3-3, a special permit may be granted to a vendor of alcoholic beverages allowing the vendor to sell and serve alcoholic beverages for consumption on-premises only, during any or all of the following extended hours:

(1) Every day, the hours of sale may be extended to 7:00 a.m. (i.e., one (1) hour earlier than the standard 8:00 a.m. opening).

(2) For New Year's Eve (December 31), the hours of sale may be extended to 4:00 a.m. on New Year's Day (January 1).

(3) For St. Patrick's Day (March 17), the hours of sale may be extended to 4:00 a.m. on March 18.

(4) On a Thursday, Friday and Saturday, the hours of sale may be extended to 4:00 a.m. (i.e. two (2) hours later than the standard 2:00 a.m. on-premises sale).

(b) ~~A special permit for extended hours is declared to be a privilege and subject to the granting and termination powers of the city commission.~~ A fee for such permit shall be in an amount established by resolution of the city commission~~ which is on file in the city clerk's office~~.

(c) The owner or lessee of an establishment selling and serving alcoholic beverages for on-premises consumption shall submit an application to the community development department to have the ~~c~~<u>C</u>ity <u>Manager or designee</u> ~~commission~~ consider an extended hours special permit. ~~Such request shall be submitted to the community development department in writing at least three (3) weeks prior to the date of the city commission meeting at which it will be considered.~~

(d) The ~~c~~<u>C</u>ity <u>Manager or designee</u> ~~commission~~ may approve a <u>new</u> special permit <u>or renewal of the special permit</u> for a period of ~~one~~ <u>two</u> (~~1~~<u>2</u>) year<u>s</u> if ~~it finds~~ <u>found</u> that there will be no substantially adverse impact on the surrounding area based on the following criteria:

(1) Increased parking demands;

(2) Increased law enforcement demands;

(3) Increased environmental and aesthetic impact, including generation of noise, light and odors;

(4) Increased adverse effects on existing properties within the immediate neighborhood;

(5) The ability of the establishment's owners or management to minimize the above-listed effects.

(e) The above criteria for granting of an extended hours special permit shall also be grounds for revocation if the impact of such extended hours is injurious to the health, safety and welfare of city residents. Permit holders shall be afforded all due process under the circumstances during revocation proceedings before the city commission. The city commission may take action to revoke, suspend or modify the special permit. Should the permit be revoked or modified, the permit holder may seek review of such action before the city commission after three (3) months. The city commission may then modify or refuse to modify its action. Only one (1) such review shall be afforded within a twelve-month period. Such review shall be deemed final city action for purposes of appeal.

<u>SECTION 3</u>. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

<u>SECTION 4.</u> 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.

<u>SECTION 5.</u> 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.

<u>SECTION 6.</u> 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: 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.

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: TO2586 Alcoholic Beverages

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The ordinance is enacted to implement the following:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 3 OF THE CITY OF TAMARAC CODE OF ORDINANCES ENTITLED "ALCOHOLIC BEVERAGES" BY SPECIFICALLY AMENDING SECTION 3-4, ENTITLED "SPECIAL PERMIT REQUIRED FOR EXTENDED HOURS" ALLOWING THE CITY MANAGER TO CONSIDER, APPROVE, AND RENEW SPECIAL PERMITS FOR ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES DURING SPECIFIED EXTENDED HOURS AND INCREASING THE PERIOD OF PERMIT APPROVAL OR RENEWAL TO TWO

Business Impact Estimate required pursuant to [Fla. Stat. § 166.041(4)a]

Business Impact Estimate

(2) YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Chapter 166, Florida Statutes, grants local municipalities broad home rule authority to adopt ordinances to provide for health, safety and welfare of the general public; and

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which serves as the regulatory document outlining the establishment and operation of land uses within the municipality; and

WHEREAS, the City of Tamarac recognizes the importance of maintaining the health, safety, and welfare of City residents;

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: $1000.00 per application for two (2) years

3. Estimate of direct compliance costs that businesses may reasonably incur: None

4. Any new charge or fee imposed by the proposed ordinance: $500.00

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: $1,000.00 application fee for two (2) years

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance: 2

7. Additional information (if any):

TAMARAC
The City For Your Life

AGENDA ITEM NO. 9.a

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Germania Roman
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	Tamarac Park Renovation and Design Discussion *Presented by Parks & Recreation Director, Rudolph Galindo*
RECOMMENDATION:	N/A

ATTACHMENTS:

TAMARAC
The City For Your Life

AGENDA ITEM NO. 9.b

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Germania Roman
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	Discussion and Direction on the Colony West Glades Golf Course *Presented by Parks & Recreation Director, Rudolph Galindo*

ATTACHMENTS:

AGENDA ITEM NO. 9.c

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 26, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**OTHER**
TITLE:	Selection of the 2025/2026 Broward League of Cities Board of Directors *Requested by City Clerk Kimberly Dillon*
RECOMMENDATION:	I am recommending Discussion and Selection of the 2025/2026 Broward League of Cities (BLC) Director Appointments be placed on the March 26, 2025 City Commission agenda for consideration.

ATTACHMENTS:

25-26 Board Request Appointment.pdf
24-25 Board of Directors COT.pdf

MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 4, 2025
Re: 2025-26 Board of Director Appointments

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming city commission meeting. **It is imperative that each city be represented at every Board meeting by their Director, Alternate, or Second Alternate-see the attached attendance record for the 2024-2025 year to date.**

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

The deadline for board appointments is April 30, 2025. The term will begin on June 7, 2025, when members will be sworn in at the 68th Annual Gala at Margaritaville. The term will end in May of 2026.

Please forward the information below to scochrane@browardleague.org.
==

Municipality: ________________________________

Commissioner/Councilmember Appointments:

Director: ________________________________

Alternate: ________________________________

2024-2025 OFFICERS
President Felicia Brunson
Mayor, West Park
1st Vice President Denise Horland
Councilmember, Plantation
2nd Vice President Joyce Davis
Mayor, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS
Immediate Past President Todd Drosky
Vice Mayor, Deerfield Beach
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Jim Allbritton
Councilmember, Southwest Ranches
Pamela Beasley-Pittman
Commissioner, Fort Lauderdale
Samson Borgelin
Mayor, North Lauderdale
John Brodie
Commissioner, Coconut Creek
Anthony Caggiano
Commissioner, Margate
Tycie Causewell
Commissioner, Lauderdale Lakes
Kicia Daniel
Commissioner, Tamarac
Melissa Dunn
Commissioner, Lauderhill
Beam Furr
Mayor, Broward County
Aisha Gordon
Commissioner, Oakland Park
Jacqueline Guzman
Commissioner, Sunrise
William Hodgkins
Commissioner, Pembroke Park
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Mayor, Lauderdale-by-the-Sea
Henry Mead
Vice Mayor, Weston
Wayne Messam
Mayor, Miramar
Nancy Metayer Bowen
Vice Mayor, Coral Springs
Patty Petrone
Commissioner, Lighthouse Point
Dave Ravanesi
Commissioner, Hillsboro Beach
Paul Rolli
Commissioner, Wilton Manors
Jay Schwartz
Commissioner, Pembroke Pines
Rhonda Sigerson-Eaton
Commissioner, Pompano Beach
Rich Walker
Mayor, Parkland
Christopher Weber
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

Board Meeting Attendance 2024-2025

	9/5/2024	11/7/2024	1/9/2025	2/6/2025
Felicia Brunson	X	X	X	X
Denise Horland	X	X	X	(EXC.)
Traci Callari	X	X	X	(EXC.)
Joyce Davis	X	X	X	(ALT.)
Todd Drosky	X	X	(EXC.)	X
Susan Starkey	X	X	X	
Joy Cooper				
Jim Allbritton	X	X	X	X
Pamela Beasley-Pittman	X	X	(EXC.)	X
Samson Borgelin	X	X		
John Brodie			X	X
Anthony Caggiano	X	X	X	X
Kicia Daniel	X	X	X	X
Melissa Dunn	~	~	(ALT.)	X
Rhonda Eaton			X	X
Beam Furr				(EXC.)
Aisha Gordon	~	~		
Jacqueline Guzman	X	X	X	(ALT.)
William Hodgkins			(ALT.)	
Jeremy Katzman	X	X	X	(EXC.)
Edmund Malkoon	(EXC.)	(EXC.)		
Henry Mead	X	X	(ALT.)	X
Wayne Messam	X	X		
Nancy Metayer Bowen	~	~	(EXC.)	X
Patty Petrone	(ALT.)	X	(ALT.)	(EXC.)
Dave Ravanesi	X			
Paul Rolli	X	X	X	X
Jay Schwartz				
Rich Walker			X	X
Christopher Weber				

2023-2024 OFFICERS
President Todd Drosky
Commissioner, Deerfield Beach
1st Vice President Felicia Brunson
Mayor, West Park
2nd Vice President Denise Horland
Councilmember, Plantation
Secretary Joyce Davis
Commissioner, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS
Immediate Past President Bob Mayersohn
Commissioner, Parkland
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldasarre
Vice Mayor, Hillsboro Beach
Pamela Beasley-Pittman
Vice Mayor, Fort Lauderdale
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Mayor, North Lauderdale
Anthony Caggiano
Commissioner, Margate
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Vice Mayor, Broward County
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Vice Mayor, Lauderdale-by-the-Sea
Lawrence "Jabbow" Martin
Commissioner, Lauderhill
Karlene Maxwell-Williams
Commissioner, Lauderdale Lakes
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Patty Petrone
Commissioner, Lighthouse Point
Paul Rolli
Commissioner, Wilton Manors
Mitch Rosenwald
Mayor, Oakland Park
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Vice Mayor, Pembroke Pines
Chad Volkert
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: February 29, 2024
Re: 2024-25 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 11, 2024**. The term will begin on May 4, 2024, where members will be sworn in at the 67th Annual Gala at Margaritaville. The term will end in May of 2025.

Please forward the information below to scochrane@browardleague.org.

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Municipality: City of Tamarac

Commissioner/Council Appointments:

Director: Commissioner Kicia Daniel

Alternate: Commissioner Elvin Villalobos

Second Alternate: ~~Com~~ VM Vice Mayor Morey Wright, Jr.

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org