CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, August 27, 2025
9:30 AM

CALL TO ORDER:

ROLL CALL:

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

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a **Presentation on YMCA Programs and Community Resources**
Presented by Sharon Hughes, Family & Youth Resource Director, YMCA

2.b **Check Presentation to Community Project Funding Recipients for Residential Assistance Program**
Requested by City Commission

2.c **Check Presentation to Community Project Funding Recipients for First-Time Homebuyer Program**
Requested by City Commission

2.d **Presentation of a Medal of Honor to Challenger Elementary School in recognition of officially achieving an 'A' school rating**
Requested by Commissioner Marlon Bolton

2.e **Presentation of a Medal of Honor to Pastor Alan Alexander recognizing his contribution to the community through his work with Day Break Assembly.**
Requested by Commissioner Morey Wright Jr.

2.f **Hunger Action Month Proclamation**
Requested by Commissioner Morey Wright Jr.

2.g Presentation of Checks To Various Charitable Organizations
Requested by Commissioner Krystal Patterson

Present To:

- ***Tamarac Cougars - $500***
- ***Kiwanis Tamarac Foundations, Inc - $500***
- ***Kings Point Veterans Club - $500***

2.h Diaper Needs Awareness Week 2025
Requested by Mayor Michelle J. Gomez

2.i Overdose Awareness Day 2025
Requested by Mayor Michelle J. Gomez

2.j Employee Service Awards

5 Years of Service
Eliane Benjamin

10 Years of Service
Todrick Cooper
Kimberly Dillon
Rafael Diaz

20 Years of Service
Simi Preetam
Levertis Byrd

25 Years of Service
Rocio Goode

2.k Investment Report - June 2025

3. PUBLIC PARTICIPATION

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

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

4. COMMISSION REPORTS

District 1
District 2
District 3

District 4
Mayor

5. CONSENT AGENDA

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

5.a Approval of the July 9, 2025, Meeting Minutes.

5.b TR14297 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate city officials to approve the purchase of two (2) Lime Slaking Systems from Integrity Municipal Systems (IMS), utilizing sole source purchase in a total amount not to exceed $346,900.00; 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.

5.c TR14298 - A Resolution of the City Commission of Tamarac, Florida authorizing the renewal of General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation, and Property Lines of coverage including any endorsements with the Florida Municipal Insurance Trust (FMIT) for a one (1) year period beginning October 1, 2025 at a cost of $1,858,195 and payment of any increase resulting from the annual premium audit and/or additions to the property schedule; providing for conflicts; providing for severability; and providing for an effective date.

5.d TR14299 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the City of Tamarac List of Charitable Entities, by adding "Christian Coalition Against Domestic Abuse Inc." To the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship, attached hereto as Exhibit "A", for the express purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

5.e TR14306 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the purchase of golf course maintenance equipment: John Deere Pro Gator utility vehicle and select sprayer, Precision Cut triplex mower, and a Lely L1250 spreader from Everglades Equipment Group in an amount not to exceed $116,950.87, from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

5.f TR14307 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and ratifying past purchases of entertainment services for the "Yard on the Lawn" event, Caribbean Heritage Month Celebration held on June 28, 2025, from Riddims Marketing, Inc., in the amount of $62,160.00 and $3,203.00, for a total amount of $65,362.00 in accordance with Section 6-145(b)(6) of the

Code, to be paid from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

5.g TR14308 - A Resolution of the City Commission of the City of Tamarac, Florida, approving an agreement between the City of Tamarac and Waypoint Contracting, Inc.; for the design-build of Westside Dog Park project in accordance with request for proposal (RFP) no. 25-16r for a contract amount of $696,536.40; a contingency in the amount of $69,653.64 will be added to the project account, for a total project budget of $766,190.04; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date

5.h TR14309 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a Broward Sheriff's office permit application for special details and authorizing the appropriate City Officials to execute the permit application for police services to be used by the Parks and Recreation department; approving funding from the appropriate parks and recreation accounts; providing for conflicts; providing for severability; and providing for an effective date.

5.i TR14312 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No.25-29D and approving an agreement with Kimley Horn & Associates for the design of the Colony West Golf Club- Champs course irrigation replacement project in accordance with task authorization No. 25-29D for a contract amount of $93,570.00; a contingency in the amount of $4,678.50 (5%) will be added to the account for a total project budget of $98,248.50; as authorized by resolution No. R2022-138, for an amount not exceed $98,248.50; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

5.j TR14313 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying prior expenditures to Done Films LLC for media production and advertising services in the amount of $14,038.79, in excess of the City Manager's threshold, in accordance with Section 6-145(b)(6) of the Code; authorizing additional payment up to $10,500 for future services in Fiscal Year 2025; providing for conflicts; providing for severability; and providing for an effective date.

5.k TR14314 - A Resolution of the City Commission of the City of Tamarac, Florida, Approving and Supporting Commissioner Marlon Bolton's "Pink Heroes Gala," "Tamarac for the Cure," and "South Florida Got Talent" initiatives; authorizing the use of City funds and resources for the fundraising initiatives; providing for distribution of funds raised to the charities on the City-approved list of charities; providing the City Manager with the authority to do all things necessary to effectuate this resolution; and providing for an effective date.

6. REGULAR AGENDA

7. ORDINANCE(S) - FIRST READING

7.a **TO2597 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 4 of the City of Tamarac Land Development Code, entitled "Development and Design Standards," by revising Section 10-4.4, entitled "Landscaping and Tree Preservation," to clarify and strengthen the city's landscaping and tree preservation regulations, to enhance consistency in their interpretation, application, and enforcement, and to expand the purposes for which tree preservation trust funds may be used; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.**

7.b **TO2598 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 5 of the City of Tamarac Land Development Code, entitled "Development Review Procedures," by amending Section 10-5.2, entitled "Summary Table of Development Review Procedures" , specifically Table 10-5.1 and Table 10-5.2, entitled "General Notice Requirements"; and amending Subsection 10-5.4(J), entitled "Plat Approval," to designate the Director of Community Development as the administrative authority for plat and replat submittals, and to revise plat approval procedures in compliance with Senate Bill 784, amending Section 177.071 Florida Statutes, as set forth in Exhibit "A"; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.**

7.c **TO2601 - An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 10, Article 5 of the City of Tamarac Code of Ordinances, entitled "Administration", by amending Section 10-5.3 entitled "Common Review Procedures" by specifically amending Section 10-5.3(C) entitled "Pre-Application Neighborhood Meeting" to require pre-application neighborhood meetings to be open to the public, and to require actual notice to owners of properties within a townhouse, condominium, or timeshare development; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.**

7.d **TO2603 - An Ordinance of the city commission of the City of Tamarac, Florida, amending the city's code of ordinances by amending chapter 2 entitled "Administration", article lll entitled "Boards, Committees, Commissions", by repealing in its entirety division 12 entitled "Privatization Committee"; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.**

8. ORDINANCE(S) - SECOND READING

9. PUBLIC HEARING(S)

9.a **TR14289 - A Resolution of the City Commission of The City Of Tamarac, Florida, establishing an adjustment factor to be applied to the Annual Water And Sewer Rate Schedule for the Fiscal Year beginning October 1, 2025 and updating other charges for services incidental to the operation of the City's Utility System; providing for conflicts; providing for severability; and providing for an effective date.**

10. QUASI-JUDICIAL HEARING(S)

11. OTHER

11.a State of the City Discussion
Requested by Commissioner Krystal Patterson

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.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Presentation on YMCA Programs and Community Resources *Presented by Sharon Hughes, Family & Youth Resource Director, YMCA*

ATTACHMENTS:

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Check Presentation to Community Project Funding Recipients for Residential Assistance Program *Requested by City Commission*

ATTACHMENTS:

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Check Presentation to Community Project Funding Recipients for First-Time Homebuyer Program *Requested by City Commission*

ATTACHMENTS:

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Presentation of a Medal of Honor to Challenger Elementary School in recognition of officially achieving an 'A' school rating *Requested by Commissioner Marlon Bolton*

ATTACHMENTS:
Commission_Agenda_Request_Form_SSrfrSS3fMfrAnSq.pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, District 1

Meeting Date: 08/27/2025

Agenda Item Title:
Medal of Honor

Item Description:
This request is to present a Medal of Honor to Challenger Elementary School in recognition of officially achieving an 'A' school rating.

Proclamation Request:

Key to the City Request:

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

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

eSigned via GovOS.com
Maria Smith
Key: 1dacc9970e1876684e959e225bdc9e35

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Medal of Honor
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Presentation of a Medal of Honor to Pastor Alan Alexander recognizing his contribution to the community through his work with Day Break Assembly. *Requested by Commissioner Morey Wright Jr.*

ATTACHMENTS:
Commission_Agenda_Request_Form_xxlG3lfGrSfmgmaG.pdf
Medal of Honor - Bishop Alan Alexander.pdf

Commission Agenda Request Form

Requested by: Morey Wright, Jr, District 2

Meeting Date: 08/27/2025

Agenda Item Title:
Medal of Honor for Community Service to Pastor Alan Alexander and Michelle Alexander

Item Description:
Pastor Alan Alexander and Michelle Alexander will receive two medals of honor recognizing their contribution to the community through their work with Day Break Assembly.

Medal of Honor Request

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

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

eSigned via GovOS.com
Morey Wright
Key: 1dacc9970e1876684e959e225bdc9e35



MEDAL of HONOR

HONORING BISHOP ALAN ALEXANDER
AS A TRAILBLAZER FOR COMMITMENT TO MINISTRY & PUBLIC SERVICE

WHEREAS, Bishop Alan Alexander has exemplified a life rooted in compassion, integrity, and a deep commitment to loving and serving others throughout his ministry and public service; and

WHEREAS, he has made significant contributions to the local community by actively partnering with schools, shelters, and nonprofit organizations to provide essential resources, mentorship, and support to children, families, and individuals facing hardship; and

WHEREAS, he has consistently demonstrated leadership through hands-on involvement, organizing school supply drives, holiday outreach programs, food distributions, and providing critical support for single parents, ensuring that the needs of the most vulnerable members of our city are not overlooked; and

WHEREAS, he empowers individuals by offering free educational workshops and seminars equipping community members with the practical tools necessary for long-term success and well-being; and

WHEREAS, he bridges faith, community outreach, and leadership development across different sectors of society. His unwavering dedication to building collaborative relationships with business professionals and community leaders has fostered a culture of compassion that has made a lasting and measurable impact on countless lives; and

NOW, THEREFORE, on behalf of the City of Tamarac, Broward County, Florida, we do hereby proclaim that we hereby award the City of Tamarac Medal of Honor for Community Service to Bishop Alan Alexander for outstanding and selfless contributions that have made a lasting impact on our community.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of August 2025.

_____
Morey Wright Jr., Commissioner

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Hunger Action Month Proclamation *Requested by Commissioner Morey Wright Jr.*

ATTACHMENTS:
Commission_Agenda_Request_Form_7953a205-5a25-4739-8b93-c232a5a3e0a9.pdf
Proclamation August Hunger Action Month.docx

Commission Agenda Request Form

Requested by: Morey Wright, Jr, District 2

Meeting Date: 08/27/2025

Agenda Item Title:
Proclamation Hunger Action Month

Item Description:
Proclaiming the month of September 2025 as Hunger Action Month in respects to the ongoing efforts of Feeding South Florida.

Proclamation Request

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

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

eSigned via GovOS.com
Morey Wright
Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Commissioner Morey Wright, Jr.

***WHEREAS**, Feeding South Florida has been dedicated to addressing hunger and food insecurity in the City of Tamarac and throughout the region since 1981, by providing immediate access to nutritious food and essential resources; and*

***WHEREAS,** hunger is a challenge that affects individuals and families from all walks of life. In South Florida, nearly one million residents struggle with food insecurity, and no one in the City of Tamarac should have to choose between food and other basic needs; and*

***WHEREAS,** Feeding South Florida serves as a leader in hunger relief and poverty advocacy, transforming lives through innovative programs, education, and services that foster economic opportunity and overall well-being; and*

***WHEREAS,** the City of Tamarac proudly supports the mission and initiatives of Feeding South Florida, recognizing its vital role in working toward a hunger-free South Florida; and*

***WHEREAS,** the City of Tamarac encourages all residents to join in this important cause by supporting Feeding South Florida's efforts throughout this dedicated month of action; and*

***NOW, THEREFORE,** on behalf of the City of Tamarac, Broward County, Florida, we do hereby proclaim the month of **September 2025** as:*

"HUNGER ACTION MONTH"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 27th day of August 2025.*

Commissioner Morey Wright, Jr.

Michelle J. Gomez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Presentation of Checks To Various Charitable Organizations
Requested by Commissioner Krystal Patterson

Present To:

- *Tamarac Cougars - $500*
- *Kiwanis Tamarac Foundations, Inc - $500*
- *Kings Point Veterans Club - $500*

ATTACHMENTS:
Commission_Agenda_Request_Form_4c98ef78-fd81-460f-b839-27d5be878fe3.pdf

Commission Agenda Request Form

Requested by: Krystal Patterson, District 3

Meeting Date: 08/27/2025

Agenda Item Title:
Present Large Checks To Various Charitable Organizations

Item Description:
Present To:
* Tamarac Cougars - $500
* Kiwanis Tamarac Foundations, Inc - $500
* Kings Point Veterans Club - $500

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eSigned via GovOS.com
Krystal Patterson
Key: 1dacc9970e1876684e959e225bdc9e35

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Diaper Needs Awareness Week 2025 *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_7aa64759-52d8-43b0-bd49-7cd01eebd8e6.pdf
Diaper Needs Awareness Week 2025.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 08/27/2025

Agenda Item Title:

Item Description:

Proclamation Request

Diaper Needs Awareness Week 2025
Overdose Awareness Day 2025

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

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

eSigned via GovOS.com

Michelle J. Gomez

Key: 1dacc9970e1876684e959e225bdc9e35



Proclamation

Requested by Mayor Michelle J. Gómez

WHEREAS, *diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and*

WHEREAS, *national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and*

WHEREAS, *a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and*

WHEREAS, *many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and*

WHEREAS, *without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and*

WHEREAS, *the people of Tamarac recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and*

WHEREAS, *Broward County is proud to be home to trusted community-based organizations including The Greater Fort Lauderdale Diaper Bank and The Florida Essential Needs Coalition that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and*

WHEREAS, *through their important work of addressing diaper need, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth; and*

NOW, THEREFORE, I, *Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, do hereby thank the aforementioned diaper banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Tamarac to donate generously to diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of Tamarac's children and families can thrive and reach their full potential, and do hereby proclaim the week of September 15th through September 21st, 2025 as:*

"NATIONAL DIAPER NEED AWARENESS WEEK"

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 27th day of August, 2025.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Overdose Awareness Day 2025 *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_7aa64759-52d8-43b0-bd49-7cd01eebd8e6.pdf
Overdose Awareness Day 2025.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 08/27/2025

Agenda Item Title:

Item Description:

Proclamation Request

Diaper Needs Awareness Week 2025
Overdose Awareness Day 2025

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

eSigned via GovOS.com
Michelle J. Gomez
Key: 1dacc9970e1876684e959e225bdc9e35



Proclamation

Requested by Mayor Michelle J. Gómez

WHEREAS, *the City of Tamarac does affirm and acknowledge the great harm and hardship caused by drug overdose; and*

WHEREAS, *we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and*

WHEREAS, *we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of nearly 5000 Floridians in 2024, together with countless more affected forever;*

WHEREAS, *we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and are deserving of our love, compassion and support;*

NOW, THEREFORE, *I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the City Commission, encourage all residents to support those affected by overdose, and to learn and share information about what can be done to help prevent overdose in our community, and do hereby proclaim August 31, 2025 in the City of Tamarac as*

"OVERDOSE AWARENESS DAY"

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 27th day of August, 2025.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Employee Service Awards

5 Years of Service
Eliane Benjamin

10 Years of Service
Todrick Cooper
Kimberly Dillon
Rafael Diaz

20 Years of Service
Simi Preetam
Levertis Byrd

25 Years of Service
Rocio Goode

ATTACHMENTS:
City Clerk Memo 8-27-25 Comm. Meeting.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT

TO: City Clerk **DATE:** August 15, 2025

FROM: Benefits Manager **RE:** Employee Service Awards
August 27, 2025, Commission Meeting

The following is a list of employees to be recognized at the City Commission Meeting scheduled for August 27, 2025.

SERVICE AWARDS

Employee Name	Job Title	Department	Length of Service
Eliane Benjamin	Senior Administrative Assistant	City Commission	5 yrs
Todrick Cooper	Code Compliance Officer	Community Development	10 yrs
Kimberly Dillon	City Clerk	City Clerk	10 yrs
Rafael Diaz	Wastewater Crewleader	Public Services	10 yrs
Simi Preetam	Utility Billing Representative III	Financial Services	20 yrs
Levertis Byrd	Grounds Maintenance Supervisor	Public Services	20 yrs
Rocio Goode	Senior Administrative Assistant	Fire Rescue	25 yrs

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

Nora Carles

cc: Human Resources Director
Assistant City Clerk

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - June 2025
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of June 2025.

ATTACHMENTS:
June Tamarac City Manager Memo_ FULL PACKET.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO: **Levent Sucuoglu**
City Manager

DATE: **July 16th, 2025**

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

RE: **Investment Report: June 2025**

Recommendation:

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

Issue:

This report provides an update of the City's investment activity through June 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 June was 2.923%. The managed portion of the portfolio had a weighted average yield of 3.61%, while the cash portion of the portfolio had a weighted average yield of 2.827%.

SMA ACCT	– $36,583,313.10	3.61%
FL SAFE	– $76,124,817.10	4.33%
FL SAFE Series 2018 Capital Improvements Bonds	– $3,787,497.02	4.33%
Florida Prime	– $87,866,454.46	4.47%

TD Concentration ACCT – $93,569,113.98

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 June 31, 2025, was $257,560,385.54. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,787,497.02 in FLSAFE, bringing total liquidity to $261,347,882.56. The managed portfolio with Chandler Asset Management held $36,583,313.10. The total of all portfolios was $297,931,195.66.

Investment Activity – June 2025

Investment Maturities/Calls/Sold:
There was one maturity in the amount of $375,000. No were sold. No securities were called.

Investment Purchases:
One US Treasury Security and one US Bancorp Security were purchased in June in the amounts of $1,000,000 and $300,000, respectively.

Economic Summary

Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. 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 Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. Fed Chair Powell continued to emphasize the Committee's "wait and see" approach amidst economic uncertainty that remains elevated but diminished. Federal Reserve officials continued to pencil in two rate cuts in 2025.

US Treasury yields declined in June. The 2-year Treasury yield fell 18 basis points to 3.72%, the 5-year Treasury dropped 17 basis points to 3.80%, and the 10-year Treasury yield also declined 17 basis points to 4.23%. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -36 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

Employment

The U.S. economy added 147,000 jobs in June, exceeding consensus expectations, and the last two months were revised up by 16,000. Gains were primarily driven by state and local government education, while job growth in service sectors languished. The three-month moving average and six-month moving average payrolls totaled 150,000 and 130,000 respectively. The unemployment rate declined to 4.1% in June from 4.2% in May, due to a shrinking labor force. The labor participation rate dipped to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons dropped to 7.7% in June. Average hourly earnings fell slightly, marking a 3.7% year-over-year increase.

Inflation

In June, the Consumer Price Index (CPI) increased 0.3% month-over-month and rose 2.7% year-over-year, while the Core CPI rose 0.2% month-over-month and 2.9% year-over-year. The Personal Consumption Expenditures (PCE) price index increased 0.1% month-over-month and rose 2.3% year-over-year in May. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, increased 0.2% month-over-month and 2.7% year-over-year, up from April's 2.6% year-over-year increase. Inflation is hovering above the Fed's 2% target.

Housing

Housing starts declined 9.8% month-over-month in May to a seasonally adjusted annual rate of 1.256 million units. Single family starts increased 0.4% above the revised April figures, whereas multi-family starts fell -30.4%. Total starts dropped 4.6% compared to May 2024. Homebuilder confidence is shaky due to elevated mortgage rates, affordability constraints, and a weakening economic outlook. The Freddie Mac 30-year fixed rate mortgage averaged approximately 6.8% in June. According to the Case-Shiller 20-City Home Price Index, housing prices rose 3.4% year-over-year in April, compared to 4.1% in March. Limited inventory, elevated mortgage rates, and lack of affordability continue to weigh on the housing market.

GDP

Real GDP decreased at an annualized rate of 0.5% in the first quarter of 2025, according to the third and final estimate from the Bureau of Economic Analysis, a downward revision from the previously estimated 0.2% decline. This marks the first negative quarter since 2022. The primary driver of the downward revision was weaker personal consumption expenditures. Net exports remained the primary drag on growth, as imports rose sharply in anticipation of higher tariffs. Gross investment contributed positively, powered by business decisions to get ahead of possible cost increases. The consensus projection calls for 2.1% growth for the second quarter and 1.5% for the full year 2025.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

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

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

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

Custodian:

US Bank

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

PORTFOLIO SUMMARY

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

Portfolio Characteristics

Average Modified Duration	1.71
Average Coupon	3.36%
Average Purchase YTM	3.61%
Average Market YTM	3.97%
Average Credit Quality*	AA
Average Final Maturity	1.89
Average Life	1.75

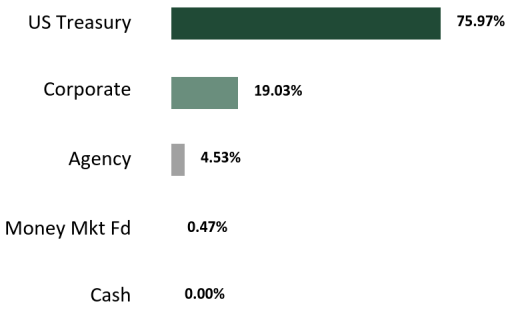
Account Summary

	End Values as of 05/31/2025	End Values as of 06/30/2025
Market Value	36,056,392.03	36,299,852.73
Accrued Interest	304,840.08	283,460.37
Total Market Value	**36,361,232.12**	**36,583,313.10**
Income Earned	84,576.52	129,831.19
Cont/WD	0.00	0.00
Par	36,317,690.95	36,430,288.49
Book Value	36,120,534.84	36,247,572.36
Cost Value	36,034,550.33	36,163,672.62

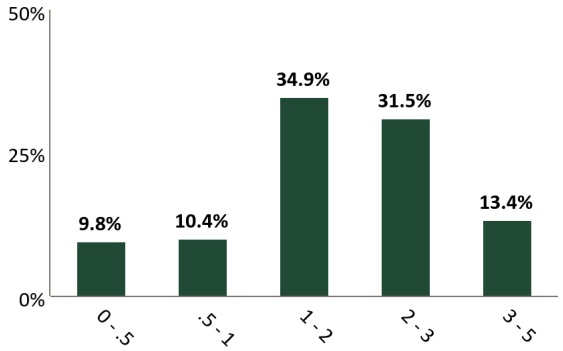
Top Issuers

Government of The United States	75.97%
FNMA	1.78%
BNY Mellon Corp	1.40%
Wells Fargo & Company	1.39%
Toyota Motor Corporation	1.39%
Caterpillar Inc.	1.39%
Federal Home Loan Banks	1.38%
Farm Credit System	1.37%

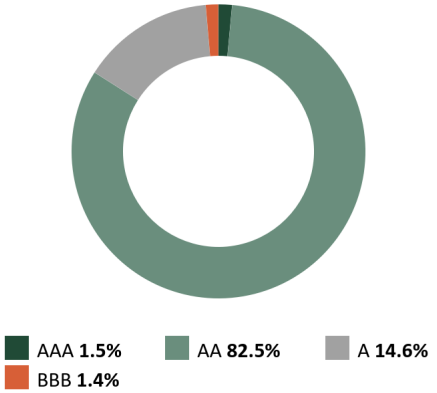
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	0.61%	1.26%	2.95%	--	--	--	--	--	--
Benchmark Return	0.60%	1.18%	2.78%	--	--	--	--	--	--

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

STATEMENT OF COMPLIANCE

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

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE-BACKED SECURITIES				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	10.0	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	19.0	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5.0	3.6	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	4.5	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5.0	1.3	Compliant	

STATEMENT OF COMPLIANCE

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

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	0.5	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	76.0	Compliant	
Max Maturity (Years)	5.0	3.8	Compliant	

RECONCILIATION SUMMARY

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

Maturities / Calls

Month to Date	**(375,000.00)**
Fiscal Year to Date	**(3,775,000.00)**

Principal Paydowns

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

Purchases

Month to Date	**2,688,296.04**
Fiscal Year to Date	**46,252,927.78**

Sales

Month to Date	**(1,320,977.38)**
Fiscal Year to Date	**(31,873,807.18)**

Interest Received

Month to Date	**156,232.54**
Fiscal Year to Date	**832,193.64**

Purchased / Sold Interest

Month to Date	**(12,398.11)**
Fiscal Year to Date	**(216,533.05)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	36,120,534.84	0.00
Maturities/Calls	(375,000.00)	(3,775,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,688,296.04	46,252,927.78
Sales	(1,320,977.38)	(31,873,807.18)
Change in Cash, Payables, Receivables	(872,657.62)	824.92
Amortization/Accretion	7,376.48	62,683.19
Realized Gain (Loss)	0.00	159.54
Ending Book Value	36,247,572.36	36,247,572.36

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	36,056,392.03	0.00
Maturities/Calls	(375,000.00)	(3,775,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,688,296.04	46,252,927.78
Sales	(1,320,977.38)	(31,873,807.18)
Change in Cash, Payables, Receivables	(872,657.62)	824.92
Amortization/Accretion	7,376.48	62,683.19
Change in Net Unrealized Gain (Loss)	116,423.18	52,280.36
Realized Gain (Loss)	0.00	159.54
Ending Market Value	36,299,852.73	36,299,852.73

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	650,000.00	03/08/2022 1.84%	618,169.50 648,613.87	99.39 4.48%	646,016.16 853.13	1.78% (2,597.72)	Aa1/AA+ AA+	0.15 0.15
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 498,662.80	99.33 4.05%	496,661.14 4,326.39	1.37% (2,001.66)	Aa1/AA+ AA+	1.26 1.20
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,613.58	100.06 3.94%	500,316.50 4,555.56	1.38% 702.92	Aa1/AA+ AA+	1.28 1.22
Total Agency		**1,650,000.00**	**3.09%**	**1,615,449.00** **1,646,890.26**	**99.58** **4.19%**	**1,642,993.80** **9,735.07**	**4.53%** **(3,896.46)**		**0.83** **0.79**
CASH									
CCYUSD	Receivable	824.92	--	824.92 824.92	1.00 0.00%	824.92 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**824.92**		**824.92** **824.92**	**1.00** **0.00%**	**824.92** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	375,000.00	01/24/2022 1.56%	395,062.50 375,515.63	99.57 4.40%	373,371.95 1,888.02	1.03% (2,143.67)	Aaa/AAA NA	0.34 0.33
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 379,304.37	99.01 4.05%	371,301.62 5,496.35	1.02% (8,002.76)	Aa2/AA AA	1.02 0.98
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 375,948.42	97.71 4.03%	366,401.30 2,348.96	1.01% (9,547.12)	Aaa/AA+ NA	1.20 1.16
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 351,408.58	100.09 4.32%	350,308.70 3,678.89	0.97% (1,099.87)	A3/A- NA	1.27 1.20
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	500,000.00	01/14/2025 4.59%	499,165.00 499,358.14	100.69 4.02%	503,474.77 10,812.50	1.39% 4,116.63	A2/A A+	1.52 1.42
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	500,000.00	01/14/2025 4.69%	499,145.00 499,342.49	100.70 4.12%	503,490.99 10,988.89	1.39% 4,148.50	A1/A+ A+	1.53 1.42
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 347,695.14	99.20 3.97%	347,213.72 3,062.50	0.96% (481.42)	A2/A NA	1.75 1.67
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 352,813.63	100.24 4.08%	350,839.84 6,778.33	0.97% (1,973.79)	A1/A A+	2.04 1.90
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	350,000.00	10/22/2024 4.42%	345,670.50 346,729.67	99.43 4.23%	347,992.42 5,222.78	0.96% 1,262.76	A3/A- NA	2.13 1.98

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
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 351,282.63	99.91 4.16%	349,701.33 4,205.83	0.96% (1,581.30)	A2/A- A	2.21 2.07
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 343,227.87	97.29 4.20%	340,498.84 2,179.72	0.94% (2,729.03)	A2/A+ A	2.29 2.17
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 342,944.26	97.79 4.04%	342,262.58 1,364.03	0.94% (681.68)	A2/A NA	2.38 2.25
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,943.95	99.79 4.91%	349,276.86 2,906.07	0.96% (667.09)	A1/A- A+	2.81 1.70
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 350,906.63	99.90 4.92%	349,663.20 2,731.90	0.96% (1,243.43)	A1/A AA-	2.82 1.72
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 350,887.48	99.98 4.93%	349,926.89 2,722.84	0.96% (960.60)	A1/A- AA-	2.83 1.72
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	01/14/2025 4.83%	500,710.00 500,580.70	101.32 4.54%	506,618.51 10,866.67	1.40% 6,037.81	Aa3/A AA-	3.06 1.90
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	500,000.00	01/14/2025 5.12%	496,335.00 496,999.55	100.84 5.00%	504,214.95 10,417.33	1.39% 7,215.40	A1/BBB+ A+	3.07 1.91
91159HJK7	US BANCORP 4.653 02/01/2029	300,000.00	06/05/2025 4.58%	300,501.00 300,488.09	100.65 4.72%	301,946.17 5,816.25	0.83% 1,458.08	A3/A A	3.59 2.37
Total Corporate		**6,925,000.00**	**3.91%**	**6,951,132.75** **6,915,377.21**	**99.77** **4.37%**	**6,908,504.63** **93,487.87**	**19.03%** **(6,872.58)**		**2.10** **1.65**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	169,463.57	-- 3.96%	169,463.57 169,463.57	1.00 3.96%	169,463.57 0.00	0.47% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**169,463.57**	**3.96%**	**169,463.57** **169,463.57**	**1.00** **3.96%**	**169,463.57** **0.00**	**0.47%** **0.00**		**0.00** **0.00**
US TREASURY									
91282CAM3	UNITED STATES TREASURY 0.25 09/30/2025	950,000.00	08/04/2021 0.55%	938,273.44 949,295.63	99.00 4.31%	940,512.37 596.99	2.59% (8,783.26)	Aa1/AA+ AA+	0.25 0.25
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	950,000.00	08/04/2021 0.57%	937,494.14 949,013.12	98.67 4.33%	937,317.87 400.14	2.58% (11,695.25)	Aa1/AA+ AA+	0.34 0.33

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
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00	09/26/2024 3.82%	501,015.63 500,382.01	99.92 4.16%	499,624.03 874.32	1.38% (757.98)	Aa1/AA+ AA+	0.46 0.45
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00	08/04/2021 0.61%	646,699.22 649,520.54	97.60 4.19%	634,410.15 1,086.28	1.75% (15,110.38)	Aa1/AA+ AA+	0.67 0.65
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00	10/03/2024 3.80%	488,867.19 494,402.84	98.65 4.10%	493,251.96 2,827.87	1.36% (1,150.89)	Aa1/AA+ AA+	0.75 0.73
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021 0.63%	653,529.30 650,619.21	97.29 4.10%	632,385.25 821.33	1.74% (18,233.96)	Aa1/AA+ AA+	0.83 0.81
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00	10/22/2024 4.11%	496,386.72 497,980.63	99.63 4.06%	498,144.53 2,314.88	1.37% 163.90	Aa1/AA+ AA+	0.87 0.85
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00	09/26/2024 3.67%	503,710.94 502,068.88	100.12 3.99%	500,615.24 901.64	1.38% (1,453.64)	Aa1/AA+ AA+	0.96 0.93
91282CKY6	UNITED STATES TREASURY 4.625 06/30/2026	1,000,000.00	01/28/2025 4.20%	1,005,820.31 1,004,097.86	100.59 4.02%	1,005,859.38 125.68	2.77% 1,761.52	Aa1/AA+ AA+	1.00 0.97
91282CHM6	UNITED STATES TREASURY 4.5 07/15/2026	500,000.00	11/05/2024 4.26%	501,894.53 501,165.63	100.53 3.98%	502,631.84 10,379.83	1.38% 1,466.21	Aa1/AA+ AA+	1.04 0.99
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00	10/22/2024 4.09%	502,382.81 501,456.98	100.40 3.99%	501,992.19 9,124.65	1.38% 535.21	Aa1/AA+ AA+	1.08 1.03
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024 3.72%	500,292.97 500,179.32	99.76 3.96%	498,808.60 6,266.98	1.37% (1,370.72)	Aa1/AA+ AA+	1.17 1.12
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022 2.08%	426,550.78 443,550.76	96.33 3.92%	433,476.56 989.75	1.19% (10,074.19)	Aa1/AA+ AA+	1.25 1.22
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00	11/05/2024 4.23%	498,984.38 499,316.84	100.28 3.91%	501,386.72 3,474.86	1.38% 2,069.88	Aa1/AA+ AA+	1.34 1.28
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024 3.61%	483,632.81 489,452.72	97.50 3.88%	487,519.53 1,277.17	1.34% (1,933.19)	Aa1/AA+ AA+	1.38 1.33
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024 4.22%	501,542.97 501,067.44	100.75 3.84%	503,730.47 956.28	1.39% 2,663.03	Aa1/AA+ AA+	1.46 1.40
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022 1.36%	830,564.06 833,664.34	96.26 3.84%	803,785.35 28.36	2.21% (29,878.99)	Aa1/AA+ AA+	1.50 1.46
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024 4.01%	499,843.75 499,891.93	100.24 3.84%	501,191.41 9,226.52	1.38% 1,299.47	Aa1/AA+ AA+	1.54 1.45
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	1,000,000.00	01/28/2025 4.19%	998,671.88 998,946.60	100.46 3.82%	1,004,570.31 17,206.49	2.77% 5,623.71	Aa1/AA+ AA+	1.59 1.49
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 489,110.11	97.56 3.81%	487,812.50 4,226.52	1.34% (1,297.61)	Aa1/AA+ AA+	1.63 1.56

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
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 492,078.89	97.86 3.77%	489,316.41 3,142.08	1.35% (2,762.48)	Aa1/AA+ AA+	1.75 1.68
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 502,450.47	101.25 3.77%	506,230.47 4,733.61	1.39% 3,780.00	Aa1/AA+ AA+	1.79 1.69
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 489,369.81	97.53 3.75%	487,636.72 1,516.64	1.34% (1,733.09)	Aa1/AA+ AA+	1.87 1.80
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	1,000,000.00	01/28/2025 4.20%	1,009,414.06 1,007,752.76	101.66 3.74%	1,016,563.00 2,021.86	2.80% 8,810.24	Aa1/AA+ AA+	1.96 1.86
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 498,150.15	99.11 3.72%	495,527.35 44.16	1.37% (2,622.80)	Aa1/AA+ AA+	2.00 1.91
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 485,707.12	98.05 3.73%	490,253.91 5,735.50	1.35% 4,546.78	Aa1/AA+ AA+	2.08 1.98
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 489,014.23	98.77 3.72%	493,847.66 5,222.49	1.36% 4,833.43	Aa1/AA+ AA+	2.17 2.05
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 991,059.51	99.31 3.70%	993,085.94 9,904.89	2.74% 2,026.43	Aa1/AA+ AA+	2.21 2.09
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 498,918.47	100.35 3.71%	501,738.28 4,076.16	1.38% 2,819.81	Aa1/AA+ AA+	2.29 2.16
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 499,149.45	100.93 3.71%	504,628.91 2,634.17	1.39% 5,479.45	Aa1/AA+ AA+	2.38 2.23
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	1,000,000.00	01/14/2025 4.46%	987,656.25 989,593.66	100.71 3.69%	1,007,109.38 1,748.63	2.77% 17,515.72	Aa1/AA+ AA+	2.46 2.32
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/28/2025 4.24%	1,000,312.50 1,000,268.27	101.29 3.71%	1,012,929.69 19,606.35	2.79% 12,661.42	Aa1/AA+ AA+	2.54 2.34
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	600,000.00	04/08/2025 3.79%	607,359.38 606,773.17	101.35 3.70%	608,109.37 9,580.11	1.68% 1,336.20	Aa1/AA+ AA+	2.63 2.43
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	1,000,000.00	01/14/2025 4.49%	904,335.94 917,978.89	93.64 3.71%	936,367.19 3,142.08	2.58% 18,388.30	Aa1/AA+ AA+	2.75 2.65
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	500,000.00	04/08/2025 3.81%	495,488.28 495,823.53	99.46 3.70%	497,285.16 2,948.37	1.37% 1,461.63	Aa1/AA+ AA+	2.84 2.66
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	1,100,000.00	05/13/2025 3.96%	1,093,597.66 1,093,872.21	100.15 3.69%	1,101,632.82 5,268.34	3.03% 7,760.60	Aa1/AA+ AA+	2.88 2.69
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 497,654.89	100.86 3.69%	504,296.88 54.35	1.39% 6,641.98	Aa1/AA+ AA+	3.00 2.80
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	1,000,000.00	01/14/2025 4.54%	1,002,812.50 1,002,465.61	102.77 3.71%	1,027,695.31 11,625.68	2.83% 25,229.70	Aa1/AA+ AA+	3.25 2.97

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	1,000,000.00	01/28/2025 4.30%	1,002,695.31 1,002,400.96	102.08 3.72%	1,020,820.31 3,705.60	2.81% 18,419.35	Aa1/AA+ AA+	3.42 3.14
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 492,906.16	100.09 3.72%	500,449.22 50.95	1.38% 7,543.06	Aa1/AA+ AA+	3.50 3.25
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	1,000,000.00	06/05/2025 3.94%	1,006,562.50 1,006,444.81	101.35 3.73%	1,013,515.62 10,368.85	2.79% 7,070.81	Aa1/AA+ AA+	3.75 3.42
				27,426,802.38	**99.65**	**27,578,065.81**	**75.97%**		**1.91**
Total US Treasury		**27,685,000.00**	**3.56%**	**27,515,016.40**	**3.85%**	**180,237.44**	**63,049.41**		**1.80**
				36,163,672.62	**99.21**	**36,299,852.73**	**100.00%**		**1.89**
Total Portfolio		**36,430,288.49**	**3.61%**	**36,247,572.36**	**3.97%**	**283,460.37**	**52,280.36**		**1.71**
Total Market Value + Accrued						**36,583,313.10**			

TRANSACTION LEDGER

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

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/02/2025	31846V203	1,250,468.75	FIRST AMER:GVT OBLG Y	1.000	3.94%	(1,250,468.75)	0.00	(1,250,468.75)	0.00
Purchase	06/03/2025	31846V203	545.04	FIRST AMER:GVT OBLG Y	1.000	3.93%	(545.04)	0.00	(545.04)	0.00
Purchase	06/06/2025	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029	100.167	4.58%	(300,501.00)	(4,846.88)	(305,347.88)	0.00
Purchase	06/06/2025	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029	100.656	3.94%	(1,006,562.50)	(7,551.23)	(1,014,113.73)	0.00
Purchase	06/16/2025	31846V203	74,375.00	FIRST AMER:GVT OBLG Y	1.000	3.89%	(74,375.00)	0.00	(74,375.00)	0.00
Purchase	06/30/2025	31846V203	55,843.75	FIRST AMER:GVT OBLG Y	1.000	3.96%	(55,843.75)	0.00	(55,843.75)	0.00
Total Purchase			**2,681,232.54**				**(2,688,296.04)**	**(12,398.11)**	**(2,700,694.15)**	**0.00**
TOTAL ACQUISITIONS			**2,681,232.54**				**(2,688,296.04)**	**(12,398.11)**	**(2,700,694.15)**	**0.00**
DISPOSITIONS										
Maturity	06/01/2025	438516CB0	(375,000.00)	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	100.000	2.15%	375,000.00	0.00	375,000.00	0.00
Total Maturity			**(375,000.00)**				**375,000.00**	**0.00**	**375,000.00**	**0.00**
Sale	06/05/2025	31846V203	(1,515.77)	FIRST AMER:GVT OBLG Y	1.000	3.90%	1,515.77	0.00	1,515.77	0.00
Sale	06/06/2025	31846V203	(1,319,461.61)	FIRST AMER:GVT OBLG Y	1.000	3.89%	1,319,461.61	0.00	1,319,461.61	0.00
Total Sale			**(1,320,977.38)**				**1,320,977.38**	**0.00**	**1,320,977.38**	**0.00**
TOTAL DISPOSITIONS			**(1,695,977.38)**				**1,695,977.38**	**0.00**	**1,695,977.38**	**0.00**
OTHER TRANSACTIONS										
Coupon	06/01/2025	438516CB0	0.00	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025		2.15%	2,531.25	0.00	2,531.25	0.00
Coupon	06/15/2025	91282CMB4	0.00	UNITED STATES TREASURY 4.0 12/15/2027		4.46%	20,000.00	0.00	20,000.00	0.00

TRANSACTION LEDGER

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

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	06/15/2025	91282CJP7	0.00	UNITED STATES TREASURY 4.375 12/15/2026		4.22%	10,937.50	0.00	10,937.50	0.00
Coupon	06/15/2025	91282CKV2	0.00	UNITED STATES TREASURY 4.625 06/15/2027		4.20%	23,125.00	0.00	23,125.00	0.00
Coupon	06/15/2025	91282CGA3	0.00	UNITED STATES TREASURY 4.0 12/15/2025		3.82%	10,000.00	0.00	10,000.00	0.00
Coupon	06/15/2025	91282CHH7	0.00	UNITED STATES TREASURY 4.125 06/15/2026		3.67%	10,312.50	0.00	10,312.50	0.00
Coupon	06/30/2025	91282CKY6	0.00	UNITED STATES TREASURY 4.625 06/30/2026		4.20%	23,125.00	0.00	23,125.00	0.00
Coupon	06/30/2025	91282CJR3	0.00	UNITED STATES TREASURY 3.75 12/31/2028		4.19%	9,375.00	0.00	9,375.00	0.00
Coupon	06/30/2025	91282CHK0	0.00	UNITED STATES TREASURY 4.0 06/30/2028		4.17%	10,000.00	0.00	10,000.00	0.00
Coupon	06/30/2025	91282CEW7	0.00	UNITED STATES TREASURY 3.25 06/30/2027		3.44%	8,125.00	0.00	8,125.00	0.00
Coupon	06/30/2025	91282CDQ1	0.00	UNITED STATES TREASURY 1.25 12/31/2026		1.36%	5,218.75	0.00	5,218.75	0.00
Total Coupon			**0.00**				**132,750.00**	**0.00**	**132,750.00**	**0.00**
Management Fee	06/05/2025	CCYUSD	(1,515.77)	Cash		0.00%	(1,515.77)	0.00	(1,515.77)	0.00
Total Management Fee			**(1,515.77)**				**(1,515.77)**	**0.00**	**(1,515.77)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,515.77)**				**131,234.23**	**0.00**	**131,234.23**	**0.00**

INCOME EARNED

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

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	169,463.57	109,208.41 1,381,232.54 (1,320,977.38) 169,463.57	0.00 545.04 0.00 545.04	0.00 0.00 0.00 545.04	545.04
CCYUSD	Receivable	824.92	873,482.54 0.00 0.00 824.92	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**170,288.49**	**982,690.95** **1,381,232.54** **(1,320,977.38)** **170,288.49**	**0.00** **545.04** **0.00** **545.04**	**0.00** **0.00** **0.00** **545.04**	**545.04**
FIXED INCOME						
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	351,500.24 0.00 0.00 351,408.58	2,395.56 0.00 3,678.89 1,283.33	0.00 (91.66) (91.66) 1,191.67	1,191.67
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	376,024.29 0.00 0.00 375,948.42	1,708.33 0.00 2,348.96 640.63	0.00 (75.87) (75.87) 564.75	564.75
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	350,927.52 0.00 0.00 350,887.48	1,446.51 0.00 2,722.84 1,276.33	0.00 (40.04) (40.04) 1,236.30	1,236.30
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	01/14/2025 01/15/2025 500,000.00	500,603.93 0.00 0.00 500,580.70	8,829.17 0.00 10,866.67 2,037.50	0.00 (23.23) (23.23) 2,014.27	2,014.27
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	01/14/2025 01/15/2025 500,000.00	499,323.44 0.00 0.00 499,358.14	8,937.50 0.00 10,812.50 1,875.00	34.70 0.00 34.70 1,909.70	1,909.70

INCOME EARNED

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

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	352,927.09 0.00 0.00 352,813.63	5,553.33 0.00 6,778.33 1,225.00	0.00 (113.45) (113.45) 1,111.55	1,111.55
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,588.65 0.00 0.00 499,613.58	2,888.89 0.00 4,555.56 1,666.67	24.93 0.00 24.93 1,691.60	1,691.60
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	498,575.21 0.00 0.00 498,662.80	2,868.06 0.00 4,326.39 1,458.33	87.59 0.00 87.59 1,545.92	1,545.92
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	03/08/2022 03/10/2022 650,000.00	647,857.80 0.00 0.00 648,613.87	650.00 0.00 853.13 203.13	756.07 0.00 756.07 959.19	959.19
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	347,586.93 0.00 0.00 347,695.14	2,041.67 0.00 3,062.50 1,020.83	108.21 0.00 108.21 1,129.04	1,129.04
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	02/14/2022 02/16/2022 0.00	375,000.00 0.00 (375,000.00) 0.00	2,531.25 2,531.25 0.00 0.00	0.00 0.00 0.00 0.00	0.00
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	350,947.59 0.00 0.00 350,906.63	1,471.02 0.00 2,731.90 1,260.88	0.00 (40.96) (40.96) 1,219.91	1,219.91
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	01/24/2022 01/26/2022 375,000.00	375,984.38 0.00 0.00 375,515.63	911.46 0.00 1,888.02 976.56	0.00 (468.75) (468.75) 507.81	507.81
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,941.39 0.00 0.00 349,943.95	1,678.15 0.00 2,906.07 1,227.92	2.56 0.00 2.56 1,230.47	1,230.47

INCOME EARNED

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

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	351,332.21 0.00 0.00 351,282.63	3,004.17 0.00 4,205.83 1,201.67	0.00 (49.59) (49.59) 1,152.08	1,152.08
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	10/22/2024 10/23/2024 350,000.00	346,603.07 0.00 0.00 346,729.67	4,070.69 0.00 5,222.78 1,152.08	126.59 0.00 126.59 1,278.68	1,278.68
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	01/14/2025 01/15/2025 500,000.00	499,307.01 0.00 0.00 499,342.49	9,072.22 0.00 10,988.89 1,916.67	35.48 0.00 35.48 1,952.14	1,952.14
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	342,700.11 0.00 0.00 342,944.26	474.44 0.00 1,364.03 889.58	244.14 0.00 244.14 1,133.73	1,133.73
91159HJK7	US BANCORP 4.653 02/01/2029	06/05/2025 06/06/2025 300,000.00	0.00 300,501.00 0.00 300,488.09	0.00 (4,846.88) 5,816.25 969.37	0.00 (12.91) (12.91) 956.46	956.46
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	10/03/2024 10/04/2024 500,000.00	493,787.77 0.00 0.00 494,402.84	1,905.74 0.00 2,827.87 922.13	615.07 0.00 615.07 1,537.20	1,537.20
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	488,822.41 0.00 0.00 489,452.72	461.96 0.00 1,277.17 815.22	630.32 0.00 630.32 1,445.53	1,445.53
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	488,560.12 0.00 0.00 489,110.11	3,294.20 0.00 4,226.52 932.32	549.99 0.00 549.99 1,482.31	1,482.31
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	488,902.89 0.00 0.00 489,369.81	548.57 0.00 1,516.64 968.07	466.92 0.00 466.92 1,434.99	1,434.99

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	08/04/2021 08/06/2021 0.00	0.00 0.00 0.00 0.00	0.00 1,062.50 0.00 1,062.50	0.00 0.00 0.00 1,062.50	1,062.50
91282CAM3	UNITED STATES TREASURY 0.25 09/30/2025	08/04/2021 08/06/2021 950,000.00	949,063.42 0.00 0.00 949,295.63	402.32 0.00 596.99 194.67	232.21 0.00 232.21 426.88	426.88
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	08/04/2021 08/06/2021 950,000.00	948,770.45 0.00 0.00 949,013.12	206.52 0.00 400.14 193.61	242.68 0.00 242.68 436.29	436.29
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 650,000.00	649,461.10 0.00 0.00 649,520.54	821.33 0.00 1,086.28 264.95	59.44 0.00 59.44 324.38	324.38
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	01/14/2025 01/15/2025 1,000,000.00	915,528.06 0.00 0.00 917,978.89	2,117.49 0.00 3,142.08 1,024.59	2,450.83 0.00 2,450.83 3,475.42	3,475.42
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	650,680.52 0.00 0.00 650,619.21	423.91 0.00 821.33 397.42	0.00 (61.31) (61.31) 336.11	336.11
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	443,126.47 0.00 0.00 443,550.76	667.01 0.00 989.75 322.75	424.29 0.00 424.29 747.04	747.04
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	833,591.22 0.00 0.00 833,664.34	4,382.60 5,218.75 28.36 864.52	73.12 0.00 73.12 937.64	937.64
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	491,706.42 0.00 0.00 492,078.89	2,117.49 0.00 3,142.08 1,024.59	372.47 0.00 372.47 1,397.06	1,397.06

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	498,074.02 0.00 0.00 498,150.15	6,823.20 8,125.00 44.16 1,345.95	76.13 0.00 76.13 1,422.08	1,422.08
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	485,142.93 0.00 0.00 485,707.12	4,595.99 0.00 5,735.50 1,139.50	564.19 0.00 564.19 1,703.70	1,703.70
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	488,597.57 0.00 0.00 489,014.23	3,948.71 0.00 5,222.49 1,273.78	416.65 0.00 416.65 1,690.43	1,690.43
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	09/26/2024 09/27/2024 500,000.00	500,450.63 0.00 0.00 500,382.01	9,230.77 10,000.00 874.32 1,643.55	0.00 (68.62) (68.62) 1,574.92	1,574.92
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	04/08/2025 04/09/2025 500,000.00	495,702.35 0.00 0.00 495,823.53	1,521.74 0.00 2,948.37 1,426.63	121.17 0.00 121.17 1,547.80	1,547.80
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	10/22/2024 10/23/2024 500,000.00	497,790.12 0.00 0.00 497,980.63	837.30 0.00 2,314.88 1,477.58	190.51 0.00 190.51 1,668.09	1,668.09
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	09/26/2024 09/27/2024 500,000.00	502,246.72 0.00 0.00 502,068.88	9,519.23 10,312.50 901.64 1,694.91	0.00 (177.84) (177.84) 1,517.07	1,517.07
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	497,590.64 0.00 0.00 497,654.89	8,397.79 10,000.00 54.35 1,656.56	64.25 0.00 64.25 1,720.81	1,720.81
91282CHM6	UNITED STATES TREASURY 4.5 07/15/2026	11/05/2024 11/06/2024 500,000.00	501,257.89 0.00 0.00 501,165.63	8,515.19 0.00 10,379.83 1,864.64	0.00 (92.27) (92.27) 1,772.37	1,772.37

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	01/14/2025 01/15/2025 1,000,000.00	1,002,527.93 0.00 0.00 1,002,465.61	7,834.70 0.00 11,625.68 3,790.98	0.00 (62.32) (62.32) 3,728.67	3,728.67
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	01/28/2025 01/29/2025 1,000,000.00	1,002,458.68 0.00 0.00 1,002,400.96	119.54 21,875.00 3,705.60 25,461.07	0.00 (57.72) (57.72) 25,403.35	25,403.35
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	501,127.63 0.00 0.00 501,067.44	10,096.15 10,937.50 956.28 1,797.63	0.00 (60.19) (60.19) 1,737.44	1,737.44
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	492,739.77 0.00 0.00 492,906.16	7,872.93 9,375.00 50.95 1,553.02	166.39 0.00 166.39 1,719.41	1,719.41
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,886.17 0.00 0.00 499,891.93	7,569.06 0.00 9,226.52 1,657.46	5.76 0.00 5.76 1,663.22	1,663.22
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	06/05/2025 06/06/2025 1,000,000.00	0.00 1,006,562.50 0.00 1,006,444.81	0.00 (7,551.23) 10,368.85 2,817.62	0.00 (117.69) (117.69) 2,699.93	2,699.93
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	502,563.05 0.00 0.00 502,450.47	2,889.34 0.00 4,733.61 1,844.26	0.00 (112.58) (112.58) 1,731.68	1,731.68
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	01/28/2025 01/29/2025 1,000,000.00	1,008,078.50 0.00 0.00 1,007,752.76	21,346.15 23,125.00 2,021.86 3,800.70	0.00 (325.75) (325.75) 3,474.96	3,474.96
91282CKY6	UNITED STATES TREASURY 4.625 06/30/2026	01/28/2025 01/29/2025 1,000,000.00	1,004,435.59 0.00 0.00 1,004,097.86	19,419.89 23,125.00 125.68 3,830.79	0.00 (337.74) (337.74) 3,493.05	3,493.05

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	10/22/2024 10/23/2024 500,000.00	501,567.64 0.00 0.00 501,456.98	7,311.81 0.00 9,124.65 1,812.85	0.00 (110.66) (110.66) 1,702.19	1,702.19
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,191.95 0.00 0.00 500,179.32	4,738.45 0.00 6,266.98 1,528.53	0.00 (12.63) (12.63) 1,515.90	1,515.90
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	990,726.74 0.00 0.00 991,059.51	7,153.53 0.00 9,904.89 2,751.36	332.77 0.00 332.77 3,084.13	3,084.13
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	498,879.66 0.00 0.00 498,918.47	2,488.05 0.00 4,076.16 1,588.11	38.81 0.00 38.81 1,626.93	1,626.93
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 500,000.00	499,274.76 0.00 0.00 499,316.84	1,793.48 0.00 3,474.86 1,681.39	42.08 0.00 42.08 1,723.47	1,723.47
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	499,120.02 0.00 0.00 499,149.45	952.79 0.00 2,634.17 1,681.39	29.43 0.00 29.43 1,710.82	1,710.82
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	01/14/2025 01/15/2025 1,000,000.00	989,245.62 0.00 0.00 989,593.66	18,461.54 20,000.00 1,748.63 3,287.10	348.04 0.00 348.04 3,635.13	3,635.13
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	01/28/2025 01/29/2025 1,000,000.00	1,000,276.94 0.00 0.00 1,000,268.27	16,084.25 0.00 19,606.35 3,522.10	0.00 (8.67) (8.67) 3,513.43	3,513.43
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	01/28/2025 01/31/2025 1,000,000.00	998,892.02 0.00 0.00 998,946.60	13,787.98 0.00 17,206.49 3,418.51	54.58 0.00 54.58 3,473.09	3,473.09

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	04/08/2025 04/09/2025 600,000.00	606,985.05 0.00 0.00 606,773.17	7,466.85 0.00 9,580.11 2,113.26	0.00 (211.88) (211.88) 1,901.38	1,901.38
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	05/13/2025 05/15/2025 1,100,000.00	1,093,696.97 0.00 0.00 1,093,872.21	1,905.57 0.00 5,268.34 3,362.77	175.25 0.00 175.25 3,538.02	3,538.02
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	342,984.86 0.00 0.00 343,227.87	1,319.31 0.00 2,179.72 860.42	243.02 0.00 243.02 1,103.44	1,103.44
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	379,719.59 0.00 0.00 379,304.37	4,543.23 0.00 5,496.35 953.13	0.00 (415.21) (415.21) 537.91	537.91
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	01/14/2025 01/15/2025 500,000.00	496,880.17 0.00 0.00 496,999.55	8,414.00 0.00 10,417.33 2,003.33	119.38 0.00 119.38 2,122.71	2,122.71
Total Fixed Income		**36,260,000.00**	**35,137,843.89** **1,307,063.50** **(375,000.00)** **36,077,283.87**	**304,840.08** **143,289.39** **283,460.37** **121,909.68**	**10,526.01** **(3,149.53)** **7,376.48** **129,286.15**	**129,286.15**
TOTAL PORTFOLIO		**36,430,288.49**	**36,120,534.84** **2,688,296.04** **(1,695,977.38)** **36,247,572.36**	**304,840.08** **143,834.43** **283,460.37** **122,454.72**	**10,526.01** **(3,149.53)** **7,376.48** **129,831.19**	**129,831.19**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2025							
06/30/2025	Coupon	91282CDQ1	0.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2025	Coupon	91282CEW7	0.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2025	Coupon	91282CJR3	0.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
06/30/2025	Coupon	91282CHK0	0.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2025	Coupon	91282CKY6	0.00	UNITED STATES TREASURY 4.625 06/30/2026		23,125.00	23,125.00
June 2025 Total						**55,843.75**	**55,843.75**
JULY 2025							
07/01/2025	Dividend	31846V203	169,463.57	FIRST AMER:GVT OBLG Y	824.92		824.92
07/07/2025	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,187.50	11,187.50
07/08/2025	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,436.11	11,436.11
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	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
07/15/2025	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
07/21/2025	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
07/25/2025	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
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
07/31/2025	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
July 2025 Total					**824.92**	**140,874.86**	**141,699.78**
AUGUST 2025							
08/01/2025	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
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
08/15/2025	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
08/25/2025	Coupon	3135G05X7	650,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,218.75	1,218.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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**	**33,485.75**	**683,485.75**
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
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	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
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
09/30/2025	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
09/30/2025	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
September 2025 Total					**950,000.00**	**111,772.50**	**1,061,772.50**
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/27/2025	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
10/31/2025	Coupon	91282CAT8	950,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,187.50	1,187.50
10/31/2025	Final Maturity	91282CAT8	950,000.00	UNITED STATES TREASURY 0.25 10/31/2025	950,000.00		950,000.00
10/31/2025	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
10/31/2025	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
10/31/2025	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
October 2025 Total					**950,000.00**	**103,953.25**	**1,053,953.25**
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
11/17/2025	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
11/17/2025	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50
11/17/2025	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
11/17/2025	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
November 2025 Total					**375,000.00**	**62,134.38**	**437,134.38**
DECEMBER 2025							
12/01/2025	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
12/15/2025	Coupon	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025		10,000.00	10,000.00
12/15/2025	Final Maturity	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00		500,000.00
12/15/2025	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
12/15/2025	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
12/15/2025	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
12/15/2025	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
12/31/2025	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
12/31/2025	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
12/31/2025	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
12/31/2025	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
12/31/2025	Coupon	91282CKY6	1,000,000.00	UNITED STATES TREASURY 4.625 06/30/2026		23,125.00	23,125.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
December 2025 Total					**500,000.00**	**152,093.75**	**652,093.75**
JANUARY 2026							
01/07/2026	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,250.00	11,250.00
01/08/2026	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,500.00	11,500.00
01/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
01/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
01/15/2026	Coupon	91282CHM6	500,000.00	UNITED STATES TREASURY 4.5 07/15/2026		11,250.00	11,250.00
01/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
01/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
01/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
01/26/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
January 2026 Total						**102,563.75**	**102,563.75**
FEBRUARY 2026							
02/02/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
02/02/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
02/02/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
02/02/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
02/17/2026	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
02/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
02/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
February 2026 Total						**70,704.50**	**70,704.50**
MARCH 2026							
03/02/2026	Coupon	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
03/02/2026	Final Maturity	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00		650,000.00
03/02/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
03/02/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
03/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
03/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
03/31/2026	Coupon	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		5,625.00	5,625.00
03/31/2026	Final Maturity	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00		500,000.00
03/31/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
03/31/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
03/31/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
03/31/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
03/31/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
March 2026 Total					**1,150,000.00**	**110,585.00**	**1,260,585.00**
APRIL 2026							
04/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/06/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
04/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
04/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/27/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
04/30/2026	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2026	Final Maturity	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00		650,000.00
04/30/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
04/30/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
April 2026 Total					**650,000.00**	**102,765.75**	**752,765.75**
MAY 2026							
05/15/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
05/15/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2026	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Final Maturity	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00		500,000.00
05/15/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
05/15/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
May 2026 Total					**500,000.00**	**56,275.00**	**556,275.00**
Grand Total			**67,654,463.57**		**5,725,824.92**	**1,103,052.24**	**6,828,877.16**

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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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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

CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the July 9, 2025, Meeting Minutes.

ATTACHMENTS:
070925 COT-CC Regular Meeting Minutes.pdf

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING MINUTES

Commission Chambers
Wednesday, July 9, 2025
7:00 PM

CALL TO ORDER:
Mayor Michelle J. Gomez called the Wednesday, July 9, 2025 City Commission meeting, being held in Commission Chambers, to order at 7:00 PM.

ROLL CALL:

Present were Mayor Michelle J. Gomez, Vice Mayor Kicia Daniel, Commissioner Marlon D. Bolton (arrived at 7:03 PM), 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 Patterson led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

No report.

2. CITY MANAGER REPORT

Ms. Christine Shaw, External Affairs Manager for Florida Power & Light (FPL), provided a hurricane preparedness update. She noted FPL serves over six million customer accounts across 43 counties and responded to 18 named storms in 2024, including three landfalls in Florida. Over 20,000 personnel were deployed during major storms, with service restored within three to five days.

Ms. Shaw highlighted infrastructure improvements since 2006, including grid modernization, remote monitoring, drone use, and re-routing technology to reduce outages. She

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emphasized FPL's priority restoration of hospitals and emergency services and encouraged residents to prepare by knowing evacuation zones and signing up for alerts.

She also promoted the FPL Storm Center website and municipal storm portal as key resources for residents and cities, along with FPL's communication platforms including the mobile app, website, and social media.

Mayor Gomez thanked Ms. Shaw for the presentation and acknowledged improvements in post-storm restoration efforts.

Vice Mayor Daniels inquired about coordination with staff regarding transformers and Fair Price dates. Ms. Shaw confirmed follow-up with FPL field teams and expected updates by early August. Vice Mayor Daniels requested expedited resolution due to ongoing resident concerns. Ms. Shaw agreed to provide an interim update on transformer repairs.

Commissioner Patterson thanked Ms. Shaw and commended FPL's service in Tamarac. She requested access to printed or digital storm preparedness materials for distribution to residents. Ms. Shaw offered to send flyers and a link to the FPL Storm Center for use by the City and residents.

City Manager Sucuoglu confirmed the City had finalized a hurricane-specific section on the website, which includes links to FPL resources and the resident portal for outage reporting. The page would be published shortly.

Commissioner Patterson recommended producing a special edition hurricane "Tam-A-Gram" mailing to reach seniors and residents not regularly visiting the website. She suggested including City, County, and utility information in a comprehensive printed resource. The recommendation was acknowledged by staff.

City Manager Sucuoglu reported the gas leak on University Drive had been contained and repairs were underway, with no danger to the public. He acknowledged FPL's strong communication with the City during both emergencies and routine operations.

An emergency purchase was made for a new Generac generator for the Tamarac Community Center, totaling $230,174. The cost included installation and a temporary generator to maintain service through hurricane season. Full installation was expected within four to five months.

City Manager Sucuoglu announced the appointment of Melissa Petrone as Director of Parks and Recreation, recognizing her two decades of service and leadership. He also congratulated Division Chief Tommy Dimopoulos for being named 2024 NFPA Fire Marshal of the Year.

The City was named a 2025 Amazon Cloud Services Champion for its innovation using AWS. He commended the IT team for advancing digital services.

City Manager Sucuoglu reminded residents to follow proper tree pruning practices and encouraged participation in grant programs supporting home upgrades, business

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improvements, and neighborhood beautification. More information was available on the City's website.

Upcoming events included the Back to School Splash on August 2, the Special Needs Resource Fair on August 9, and the Comprehensive Vulnerability Assessment public meeting on August 21 at City Hall.

The next City Commission meeting was scheduled for August 27 at 9:30 AM.

3. PUBLIC PARTICIPATION

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

1) John Narvaez, Lakes of Carriage Hills, asked whether Tamarac had experienced any issues with lead in the water and referenced a water quality report linked to the Ptarmigan area. Public Services Director Mustafa clarified there were no lead concerns and confirmed the City's water was safe. He stated the City continuously monitored and updated systems to comply with changing regulations

2) Kate Johnson, Mainlands 4, questioned the City's plans for properties on State Road 7, including the proposed purchase of 4969. She asked whether the City intended to pursue resale, a public-private partnership, or new development, and requested transparency about long-term use. Ms. Johnson also criticized recent comments made by commissioners and the decision to block public comments on social media platforms, arguing this diminished resident engagement and accountability.

3) Darcy Schiller, Kings Point, praised the turnout for the Morgan Heritage concert but expressed disappointment in the Fourth of July fireworks display. Ms. Schiller criticized perceived bias in the promotion of commission events, stating some commissioners received more attention in official City communications. She also objected to a comment made by a commissioner during the Morgan Heritage event, calling it unprofessional and embarrassing for the City.

4) Ronald Wasserman, Tamarac resident, thanked Tamarac Fire Rescue for their compassion during a recent loss and encouraged cancer screenings. He expressed frustration over BSO response times and described a recent non-emergency encounter that left him feeling marginalized. Mr. Wasserman commended Interim Captain Christopher for intervening and requested improved accountability within BSO.

5) Mark Goggin, Tamarac Lake South, thanked Tamarac Fire Rescue for continued excellence and praised staff for cost-saving efforts, including retrofitting ambulances to save taxpayer dollars. He acknowledged Acting Captain Palamara

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and motorcycle officers for their presence on Commercial Boulevard, which he stated improved safety and reduced speeding.

6) Patty Lindeman, Mainlands 8, urged fiscal caution given concerns about state-level funding cuts and stressed the importance of budget transparency. She opposed restrictions on public comments through social media, encouraging the City to embrace resident engagement and not silence critical voices. Ms. Lindeman concluded by reminding officials of the need for kindness and accountability.

7) Stuart Webster, Versailles Gardens, applauded recent City events and recognized City staff for their professionalism and dedication. He proposed new methods to improve staff recognition, such as QR codes or a phone line for residents to submit positive feedback. Mr. Webster emphasized the need to support employees and maintain transparency in recognition programs.

4. COMMISSION REPORTS:

Commissioner Bolton thanked staff for the successful Morgan Heritage concert and congratulated Melissa Petrone on her promotion to Parks and Recreation Director. He acknowledged the efforts made to adapt the July 4th event due to weather conditions and suggested installing turf to address soggy areas at the park. Commissioner Bolton praised the Yard on the Lawn event and highlighted positive feedback from residents in Lakes of Carriage Hills. He announced the upcoming Back to School Splash on August 2 and requested the $5 fee be waived. After discussion, City Manager Sucuoglu confirmed the fee would be removed. Commissioner Bolton emphasized the importance of supporting families facing food insecurity and encouraged residents to contact him over the summer by phone or social media.

Commissioner Wright Jr. did not have a report.

Commissioner Patterson invited District 3 residents to her Connect with Your Commissioner event on July 14 at the Tamarac Community Center. She reported strong resident feedback on the City's July 4th fireworks and Yard on the Lawn, with Kings Point residents especially pleased they could view the fireworks from home. Commissioner Patterson commended City staff and noted ongoing business grant programs and resident services as evidence of the Commission's progress. She encouraged continued recognition of the positive work being done across Tamarac.

Vice Mayor Daniels thanked residents and Mr. Webster for their praise of City staff and emphasized the importance of leadership. She promoted the Senior Expo on July 13, offering free health screenings, giveaways, and singles mingle for residents age 50 and older, with the first 250 attendees receiving a $50 grocery gift card. Vice Mayor Daniels acknowledged JP Taravella High School's new ACE designation and recognized contributors to the chamber bowling fundraiser. She praised the Historical Society's event featuring Jimmy Locust and celebrated Tamarac's growing arts and culture programming.

Mayor Gomez congratulated the City on receiving the 2025 Florida League of Mayors Innovation Award for service delivery improvements. She thanked Dr. Kate Johnson for

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leading the domestic violence workshop and expressed appreciation for Tamarac Fire Rescue's recent life-saving efforts. Mayor Gomez reported strong turnout at July 4th celebrations despite weather changes and reminded residents to be mindful of fireworks' impact on veterans, pets, and wildlife. She promoted the City's upcoming 250th Independence Day planning and encouraged residents to submit positive staff feedback via email until a formal recognition system is implemented. Mayor Gomez concluded by wishing the community a safe summer and affirmed the City Commission's continued availability during the break.

5. CONSENT AGENDA

5.a Approval of the June 11, 2025, Regular Commission Meeting Minutes

5.b Approval of the June 12, 2025, Special Commission Meeting Minutes

5.c Approval of the June 25, 2025, Regular Commission Meeting Minutes

5.d TR14290 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the City of Tamarac List of Charitable Entities, by adding "Inspire Life with Gratitude Inc." and "Hairtostay" To the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship, attached hereto as Exhibit "A", for the express purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

5.e TR14292 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past FY2025 expenditures with Everglades Equipment Group in the amount of $10,500.00 for the purchase of a John Deere Gator Utility Cart for Colony West; authorizing the appropriate City Officials to approve the purchase of a John Deere 4052R Compact Utility Tractor (40 PTO hp) from Everglades Equipment group, utilizing Sourcewell Grounds Maintenance Contract No. 112624-DAC (PG NB CG 70) pricing, in an amount not to exceed $55,669.60; authorizing expenditures from the appropriate accounts not to exceed the approved FY2025 budget for said purposes, for a total not to exceed authorized expenditure amount of $66,169.60; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5.f TR14293 - A Resolution of the City Commission of the City of Tamarac, Florida, supporting the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) with Broward County, Participating Municipalities, and Broward County City Manager's Association, Inc. (BCCMA); providing for conflicts; providing for severability; and providing for an effective date.

5.g TR14295 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a Purchase And Sale agreement between the City of

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Tamarac and Eglise Chretienne Des Ambassadeurs De Jesus Christ, Inc. for the Property Located at 4969 N. State Road 7, Tamarac, Florida for One Million Eight Hundred Thirty Thousand Dollars ($1,830,000.00) in substantially the same form as Exhibit "A"; providing the City Manager and the City Attorney with the authority to do all things necessary to effectuate this resolution; and providing for an effective date.

5.h TR14296 - A resolution of the City Commission of the City of Tamarac, Florida, appointing Tamar N. Hamilton to serve as Special Magistrate; providing for conflicts; providing for severability; and providing for an effective date.

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

Motion Approved: 5-0.

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

6. REGULAR AGENDA

6.a TR14274 - A Resolution of the City Commission Of The City Of Tamarac, Florida, approving the proposed millage rate of 7.000 mills for general operating purposes; approving September 12, 2025 at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida, as the date, time and place for the first Public Hearing to set the tentative millage rate and budget for Fiscal Year 2026; approving September 24, 2025 at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida as the date, time, and place for the second Public Hearing to adopt the millage rate and budget for Fiscal Year 2026; authorizing the City Manager to send the proposed millage rate of 7.000 and the date, time and place for both the first and second Public Hearings to the Broward County Property Appraiser for fiscal year 2026; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Wright Jr.; seconded by Commissioner Patterson; to adopt Resolution TR14274.

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

No questions or comments from the City Commission.

Motion Approved: 5-0.

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

6.b TR14275 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting a Preliminary Assessed Cost, attached hereto as Appendix "A," relating to the provision of Fire Rescue Services, Facilities, and Programs in the City of Tamarac, Florida; establishing the Estimated Assessment Rate for Fire Rescue Assessments for the fiscal year beginning October 1, 2025; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Wright Jr.; seconded by Vice Mayor Daniel; to adopt Resolution TR14275.

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

No questions or comments from the City Commission.

Motion Approved: 5-0.

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

6.c TR14276 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting a Preliminary Fee relating to the provision of Stormwater Management Services provided by the City's Stormwater Utility; determining that certain real property will be specifically benefited thereby; establishing and confirming the method of calculating the cost of Stormwater Management Services against the real property that will be specially benefited; directing the City Manager to update the Stormwater Management Utility Fee Roll based on the methodology set forth herein; establishing a public hearing for the proposed Stormwater Utility Management fees and directing the provision of notice in connection therewith; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Wright Jr.; seconded by Vice Mayor Daniel; to adopt Resolution TR14276.

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

No questions or comments from the City Commission.

Motion Approved: 4-1.

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

6.d TR14277 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting a Preliminary Assessment Cost, attached hereto as Appendix "A," relating to the provision of Residential Solid Waste Collection Services, Facilities, and Programs in the City of Tamarac, Florida, in accordance with Chapter 19, Article V, Section 19-86 of the Tamarac Code of Ordinances; establishing the estimated rate for the Residential Solid Waste Collection Services Assessment for the fiscal year beginning October 1, 2025; directing the preparation of a Residential Solid Waste Collection Services Special Assessment Roll; authorizing a public hearing and directing the provision of notice thereof; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Wright Jr.; seconded by Vice Mayor Daniel; to adopt Resolution TR14277.

Mayor Gomez opened public comment.

1) Kate Johnson, Mainlands 4, expressed concern about the number of new assessments being added to the tax burden. While acknowledging the importance of adequately funding Fire Rescue, she questioned whether the City could lower the millage rate to help offset the financial impact of the additional assessments on taxpayers.

Mayor Gomez closed public comment.

No questions or comments from the City Commission.

Motion Approved: 5-0.

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

Commissioner Bolton asked Financial Services Director Christine Cajuste whether there was an increase in the solid waste assessment. Ms. Cajuste

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clarified the rate remained at $278.75 per residential unit and had stayed at that level for over six years. Commissioner Bolton asked if rates had been benchmarked against neighboring cities. Ms. Cajuste explained the rate is based on the City's contract obligations, including pickup and tipping fees, and benchmarking data was not immediately available.

Commissioner Bolton then inquired about the increase in the stormwater management services assessment. Ms. Cajuste confirmed there was a 3% increase this year, equating to $4.89, and that similar increases occurred in previous years. She explained the annual increase is tied to an ordinance that requires a 3% or CPI-based adjustment—whichever is higher—to account for inflation and maintain fund stability.

Motion Approved: 4-1.

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

6.e TR14278 - A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Nuisance Abatement on certain Real Properties by the City in accordance with Chapter 9, Article II, Division V of the City's Code of Ordinances; determining that certain Real Property has been specially benefited by the City's Abatement of Nuisances thereon; directing the City Manager to prepare, or direct the preparation of, a preliminary Nuisance Abatement Assessment Roll; establishing a public hearing for the proposed levy of unpaid Nuisance Abatement Assessments on the annual tax bill and directing the provision of notice in connection therewith; providing for conflict; 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 Patterson; to adopt Resolution TR14278.

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

No questions or comments from the City Commission.

Motion Approved: 5-0.

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

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7. ORDINANCE(S) - FIRST READING

There were none.

8. ORDINANCE(S) - SECOND READING

There were none.

9. PUBLIC HEARING(S)

9.a TR14266 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the City's Consolidated Plan for Program Years 2025/2026 to 2029/2030 and approving the projects recommended for inclusion in the Program Year 2025/2026 Annual Action Plan for expenditure of the Community Development Block Grant Funds estimated to be $ 496,342 for the twenty sixth program year, together attached hereto as Exhibit "A"; authorizing the appropriate City Officials to submit said Consolidated Plan, Annual Action Plan and related documents to the United States Department of Housing and Urban Development; authorizing the Mayor or appropriate City Officials to execute Program Year 2025/2026 Annual Action Plan Federal application for funding; 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 TR14266.

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

Commissioner Bolton requested to see staff presentation.

Deputy City Manager Maxine Calloway presented the Five-Year Consolidated Plan and FY 2025 Annual Action Plan. She explained the Consolidated Plan is a HUD-required strategic document outlining community priorities, and the Annual Action Plan specifies how funds will be used. The City's FY 2025 CDBG allocation was $496,342, and the HOME allocation through Broward County was $152,214.

Deputy City Manager Calloway proposed allocating $99,267 for administration, $74,450 for public services (e.g., Meals on Wheels, Women in Distress), and $322,625 for the Minor Home Repair Program. All HOME funds would support housing rehabilitation. She noted 83 residents responded to the community needs survey, with top priorities including affordable housing, public improvements, and economic development.

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Commissioner Bolton asked how the City addresses homelessness. Deputy City Manager Calloway stated Tamarac has an active Homeless Task Force and partners with a county organization using ARPA funds to offer shelter when needed. She emphasized the Minor Home Repair Program's importance, particularly given the City's aging housing stock, and noted the program would reopen August 18.

Commissioner Bolton asked how the City would improve outreach for future plans. Deputy City Manager Calloway said although this is a five-year plan, the City would explore new methods beyond district meetings to increase participation.

Commissioner Bolton asked about the spending breakdown and whether administration is handled in-house. Deputy City Manager Calloway said HUD caps are 15% for public services and 20% for administration, and Tamarac's breakdown aligns with those limits. She explained the City shares administrative duties with Civitas, a consultant used for three to four years. Commissioner Bolton requested the total paid to Civitas, expressing concern over administrative costs reducing available funding for residents.

Commissioner Wright also requested details on the administrative costs. Deputy City Manager Calloway said she would follow up with the information.

Mayor Gomez confirmed the item would be held open until the information was provided.

The City Commission recessed at approximately 8:30 PM.

The City Commission reconvened at approximately 8:40 PM.

Following the break, Deputy City Manager Calloway explained that the consultant is used primarily for the Residential Assistance Program, including HOA, rental, and mortgage aid. The contract is capped at $35,000 annually, with about $17,000 allocated to the Consolidated Plan and the rest supporting active assistance programs. Commissioner Bolton voiced disagreement with the arrangement.

Commissioner Wright Jr. asked for clarification on the $99,000 figure and how much goes to staffing versus external contracts. Deputy City Manager Calloway confirmed most of the funds support internal Housing Division staff, not consultants, and are supplemented by grant sources to reduce reliance on the general fund.

Commissioner Wright Jr. relayed a complaint from a resident about the First-Time Homebuyer Program. Deputy City Manager Calloway clarified the program is run in-house, not by an outside company, and Civitas only supports the Residential Assistance Program due to their familiarity with the City's application platform.

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Commissioner Patterson noted concerns from residents about complex applications and urged a review to ensure accessibility. She also asked for equitable distribution of funds citywide. Deputy City Manager Calloway confirmed eligibility is income-based and efforts are made to ensure district equity.

Commissioner Wright Jr. asked about Oasis of Hope's role. Deputy City Manager Calloway stated they are not a city vendor but may assist residents externally.

Deputy City Manager Calloway shared that the Residential Assistance Program receives up to 500 applications annually, and the Minor Home Repair Program had over 300 in 2024. Applications are online, but staff assist applicants through appointments. Partial submissions still hold a place in line.

Mayor Gomez emphasized the programs are labor-intensive and supported by grant funds that cover staff salaries. Deputy City Manager Calloway confirmed the division is fully staffed and that grants reduce costs to the general fund.

Vice Mayor Daniels asked how many residents received First-Time Homebuyer grants. Deputy City Manager Calloway estimated 7–8 per year. She clarified that applicants do not need to live in Tamarac, only purchase a home there.

Commissioner Bolton confirmed the program is income-based and tabling the item could delay deadlines. Deputy City Manager Calloway noted submission is due August 15. Commissioner Bolton requested a future breakdown of administrative fees and advocated for reducing funds going to third parties to maximize resident aid. Deputy City Manager Calloway reiterated that most of the $99,000 supports City staff, not consultants.

Motion Approved: 5-0.

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

10. QUASI-JUDICIAL HEARING(S)

There were none.

11. OTHER

There were none.

12. ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 8:54 PM.

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

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Kimberly Dillon, City Clerk

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, July 9, 2025.

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

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

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Gladis Arteta-Delgado

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14297

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14297 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate city officials to approve the
purchase of two (2) Lime Slaking Systems from Integrity Municipal Systems (IMS), utilizing sole source purchase in a total amount not to exceed $346,900.00; 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.

RECOMMENDATION:

I recommend that the City Commission authorize the purchase of two (2) new 2000-lb Lime Slaking Systems from Integrity Municipal Systems (IMS), a sole-source, direct-replacement vendor, in an amount not to exceed $346,900.00. This purchase is in accordance with the Fiscal Year 2025 Approved Budget; and that this item be placed on the August 27, 2025, City Commission Meeting Agenda for approval.

BACKGROUND:

The current lime slaking systems, installed in 2008, have significantly deteriorated and requires replacement. The equipment has suffered extreme wear and repeated component failures, leading to increased maintenance costs, operational inefficiencies, and an elevated risk of unplanned system shutdowns. Additionally, sourcing replacement parts has become increasingly difficult, with extended lead times causing further operational disruptions.

The equipment has surpassed its expected service life, and continued reliance on this ageing infrastructure compromises both performance and compliance with regulatory standards. Due to these critical factors, replacement of the lime slaking systems is essential.

Public Services Staff recommend procuring the replacement units from Integrity Municipal Systems (IMS), the Original Equipment Manufacturer (OEM). The following factors support sole-source procurement:

- Proprietary Technology: IMS holds the proprietary design and specifications of the existing system, ensuring compatibility and seamless integration with current infrastructure.
- Parts and Support: Only IMS can supply compatible parts and authorized technical support, minimizing risk during installation and commissioning.
- Reduced Downtime: Using the OEM ensures an efficient, streamlined replacement process, avoiding costly retrofits and minimizing disruptions to plant operations.

Given the specialized nature of the equipment and the critical role of the lime slaking system in the Water Treatment Plant's operations, sole sourcing is justified.

A summary of the pricing for the replacement lime slaking units is provided below, with detailed quote included in the Agenda packet for Temporary Resolution No.14297.

Integrity Municipal Systems (IMS): **Sole Source**	
Equipment	**PRICE**
2000-lb Lime Slaking System	$173,450.00
2000-lb Lime Slaking System	$173,450.00
Total	$346,900.00

Contract Summary:

Purchase:	2000-lb Lime Slaking System
Department:	Public Services/Utilities
Vendor:	Integrity Municipal Systems (IMS)
Vendor Location:	Pensacola, FL
Purchase Cost:	$346,900.00

ISSUE:

Procurement of replacement equipment for the Water Treatment Plant as included in the Adopted Fiscal Year 2025 Capital Improvement Budget.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR_14297_MEMO_NEW_LIME_SLAKING_EQUIPMENT_7.21.2_M5.docx
TR_14297_RESOLUTION_NEW_LIME_SLAKING_EQUIPMENT_7.21.25_MA_V2.docx

CITY OF TAMARAC
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

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

Thru: **Mustafa Albassam, Director of Public Services**

From: **Nishaad Preetam, Utility Project Manager**

Date: **July 15, 2025**

Re: **TR# 14297 – Purchase of Water Treatment Plant Equipment – City Commission Meeting of August 27, 2025**

Recommendation:

I recommend that the City Commission authorize the purchase of two (2) new 2000-lb Lime Slaking Systems from Integrity Municipal Systems (IMS), a sole-source, direct-replacement vendor, in an amount not to exceed $346,900.00. This purchase is in accordance with the Fiscal Year 2025 Approved Budget; and that this item be placed on the August 27, 2025, City Commission Meeting Agenda for approval.

Issue:

Procurement of replacement equipment for the Water Treatment Plant as included in the Adopted Fiscal Year 2025 Capital Improvement Budget.

Background:

The current lime slaking systems, installed in 2008, have significantly deteriorated and requires replacement. The equipment has suffered extreme wear and repeated component failures, leading to increased maintenance costs, operational inefficiencies, and an elevated risk of unplanned system shutdowns. Additionally, sourcing replacement parts has become increasingly difficult, with extended lead times causing further operational disruptions.

The equipment has surpassed its expected service life, and continued reliance on this ageing infrastructure compromises both performance and compliance with regulatory standards. Due to these critical factors, replacement of the lime slaking systems is essential.

Public Services Staff recommend procuring the replacement units from Integrity Municipal Systems (IMS), the Original Equipment Manufacturer (OEM). The following factors support sole-source procurement:

- Proprietary Technology: IMS holds the proprietary design and specifications of the existing system, ensuring compatibility and seamless integration with current infrastructure.

- Parts and Support: Only IMS can supply compatible parts and authorized technical support, minimizing risk during installation and commissioning.
- Reduced Downtime: Using the OEM ensures an efficient, streamlined replacement process, avoiding costly retrofits and minimizing disruptions to plant operations.

Given the specialized nature of the equipment and the critical role of the lime slaking system in the Water Treatment Plant's operations, sole sourcing is justified.

A summary of the pricing for the replacement lime slaking units is provided below, with detailed quote included in the Agenda packet for Temporary Resolution No.14297.

Integrity Municipal Systems (IMS): **Sole Source**	
Equipment	**PRICE**
2000-lb Lime Slaking System	$173,450.00
2000-lb Lime Slaking System	$173,450.00
Total	$346,900.00

Contract Summary:

Purchase: 2000-lb Lime Slaking System
Department: Public Services/Utilities
Vendor: Integrity Municipal Systems (IMS)
Vendor Location: Pensacola, FL
Purchase Cost: $346,900.00

Fiscal impact:

The purchase of two (2) new 2000-lb Lime Slaking Systems totaling $346,900.00, is available under Project UT24A, in the Approved FY 2025 Budget, Account Number 441-6020-533.63-20. In order to be prepared for unforeseen circumstances or needed dealer equipment and installation, City staff is recommending the City Commission authorize the appropriate City Officials to approve purchases costs for the water treatment plant equipment not to exceed the Approved FY 2025 Capital Improvement Project Budget amount of $900,000.00.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO APPROVE THE PURCHASE OF TWO (2) LIME SLAKING SYSTEMS FROM INTEGRITY MUNICIPAL SYSTEMS, UTILIZING SOLE SOURCE PURCHASE IN A TOTAL AMOUNT NOT TO EXCEED $346,900.00; 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.

WHEREAS, the City of Tamarac operates a Water Treatment Plant that utilizes the lime softening process as a primary method of water purification and hardness reduction, ensuring safe, reliable drinking water for the community; and

WHEREAS, the lime softening process requires the continuous and accurate slaking of quicklime to produce lime slurry, which is a critical chemical input for effective removal of calcium, magnesium, and other impurities; and

WHEREAS, the existing lime slaking systems, installed in 2008, have exceeded their expected service life, resulting in recurring mechanical failures, increased maintenance costs, and heightened risk of unplanned process interruptions; and

WHEREAS, the aging lime slakers are now incompatible with modern support systems, and procurement of replacement parts has become increasingly difficult and

time-consuming, threatening plant performance and regulatory compliance; and

WHEREAS, maintaining the integrity and reliability of the lime softening treatment process is essential for meeting federal and state drinking water standards, including those enforced by the U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP); and

WHEREAS, Integrity Municipal Systems (IMS), based in Pensacola, Florida, is the Original Equipment Manufacturer (OEM) of the City's existing lime slaking systems and is the sole provider of replacement units that are fully compatible with the plant's infrastructure and operational design; and

WHEREAS, sole-source procurement is warranted based on proprietary technology, integration requirements, availability of certified parts, and IMS's exclusive ability to provide authorized technical support, thereby minimizing installation risk and reducing system downtime; and

WHEREAS, City staff recommends a sole-source purchase of two (2) new 2000-lb Lime Slaking Systems from Integrity Municipal Systems (IMS) in an amount not to exceed $346,900.00, a copy of the quote is attached hereto as Exhibit "1"; and

WHEREAS, funding for this purchase has been allocated in the City of Tamarac's Fiscal Year 2025 Capital Improvement Budget; and

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

have determined that it is in the City's best economic interest to purchase (2) Two Lime Slaking Systems from Integrity Municipal Systems; and

WHEREAS, the City Commission deems it to be in the best interest of the City of Tamarac to approve the purchase of (2) Two Lime Slaking Systems from Integrity Municipal Systems at a total cost of $346,900.00; and authorize the appropriate City Officials to approve purchases and installation costs for the construction equipment not to exceed the Approved FY 2025 Budget.

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

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

SECTION 2: The appropriate City Officials are authorized to approve the expenditure of $346,900.00 for the purchase of (2) Two Lime Slaking Systems from Integrity Municipal Systems; and authorize the appropriate City Officials to approve purchases and installation costs for the construction equipment not to exceed the Approved FY 2025 Budget.

SECTION 3: The City Manager or Designee is hereby authorized to approve Change Orders in amounts not to exceed $65,000.00 per Section 6-147 of the City Code,

and close the contract award, which includes, but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions, and pricing of the Agreement.

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

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are declared to be severable.

"The remainder of this page left blank intentionally."

SECTION 6: 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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Mildred Velasquez

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14298

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14298 - A Resolution of the City Commission of Tamarac, Florida authorizing the renewal of General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation, and Property Lines of coverage including any endorsements with the Florida Municipal Insurance Trust (FMIT) for a one (1) year period beginning October 1, 2025 at a cost of $1,858,195 and payment of any increase resulting from the annual premium audit and/or additions to the property schedule; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: It is recommended that the City renew its property and causality insurance for FY26 with the Florida Municipal Insurance Trust (FMIT)

BACKGROUND:

Background:

The City has maintained a relationship with FMIT for over 28 years, partnering with the organization to ensure access to comprehensive, reliable, and cost-effective insurance coverage tailored to the unique needs of municipalities in Florida.

FMIT, administered by the Florida League of Cities, offers a broad portfolio of insurance products and risk management services specifically designed for local governments. The Trust’s offerings include property, general liability, automobile liability, workers’ compensation, and, along with risk mitigation resources that have supported the City in

reducing losses and managing claims efficiently.

Benefits to the City:

Over the years, FMIT has consistently provided the City with financial stability, customized risk management solutions, responsive claim services and disaster recovery support.

Given FMIT's proven track record, alignment with municipal values, and deep understanding of governmental operations, it remains a trusted and strategic partner. The City of Tamarac continues to benefit from FMIT's guidance in maintaining a safe workplace, protecting public assets, and navigating the evolving insurance landscape.

Risk Management has routinely compared other insurance offerings in the past, but other carriers did not have the range of auxiliary coverage and benefits offered by FMIT. One main benefit is that FMIT provides catastrophic, turn-key assessment and recovery services that will save the City both time and personnel resources in the event of a major event such as a hurricane, and would expedite our return to business, as normal. Additionally, legal expenses incurred in connection with a claim are provided by FMIT. This means that the insurer pays these expenses separately from the per-claim limit of coverage. This provision ensures that the full policy limit remains available for the payment of settlements or judgments, regardless of the legal expenses incurred during the defense of a claim.

As a local government risk-sharing pool, FMIT's financial stability and strong solvency ratios allow it to effectively manage the risks of its members. This ability to pool risks and potentially absorb larger losses can translate into more favorable rates for member entities like municipalities, especially compared to commercial insurance providers who might be more sensitive to individual histories.
Furthermore, unlike a traditional assessment policy, FMIT provides for a non-assessable policy arrangement. In a non-assessable arrangement, the policyholder's liability is limited to the amount of premium paid. If the insurance pool

experiences losses that exceed its funds, it cannot request more money from its members to cover the deficit. The pool must find alternative ways to cover the losses.

FMIT Program Pricing for FY2026

Based on the negotiated pricing with the FMIT, the chart below reflects insurance pricing and deductible limits that we are recommending. **(Please see the chart in the attached memorandum).**

The City's overall property and casualty insurance premium for all lines for FY26 has decreased by a little more than 2% or -$41,408.00 from FY25. This is the first time since 2020 that the City has recognized a decrease in overall premiums. Although the cost of property insurance increased throughout the State over the last several years and experienced a significant increase in FY24. Additionally, Worker's Compensation rates are more favorable as we have lowered our experience modifier, which, in turn, gives us a greater discount in our worker's compensation rate. Lastly, the significant cost reduction is provided in the property renewal with premium decrease of $97,070.00.

General Liability/Professional Liability ($25,000 deductible)

General/Professional Liability premiums increased by 4.92% or $18,466.00, which remains within the projected increase of 15%. Florida's legal environment has historically prompted excessive litigation and high lawsuit settlements. While legal reforms – shifting from pure to modified comparative negligence – are underway, insurers continue to factor in past liabilities when setting premium rates.

Automobile Physical Damage and Automobile Liability

($10,000 Physical Damage Deductible (most vehicles) and $25,000 Liability Deductible):

This year's automobile premium increased by 31.10% or $42.950.00. The premium charges for these lines of coverages tend to fluctuate as we add and remove vehicles. The increase is also influenced by our claim's history and the rising market value of our vehicles. Currently, the City has 220 vehicles on schedule with more than 23 of them valued at more than $100,000. These higher values are largely due to advanced vehicle technologies, such as electric and hybrid systems, as well as enhanced features like sensory bumpers. While these innovations improve vehicle performance and safety, they also lead to higher repair costs, which in turn contribute to increased premium rates set by the insurer.

Property Insurance:

The Florida Legislature has deployed multi-pronged, multi-year legislative strategy to help reduce property insurance costs. The cost reduction strategies have provided marketplace incentives for property carriers throughout the State, to provide competitive premium renewals. For the first time since 2018 the City has received a reduction in property premiums of -8.74% or -$97,070.00.

The City's windstorm deductible (per-named storm) remains at 5% of the covered loss or damage per occurrence, per location, caused by the named storm. This is comparable to hurricane deductibles statewide and for other municipalities in Broward County.

Worker's Compensation ($25,000 deductible):

The City's workers compensation premium recognized a decrease of -2.70% or -$7,105.00. The workers' compensation premium continues to recognize a sizeable premium discount as a direct result of our exceptional loss

experience.

Miscellaneous:

This year's Cyber liability increased by 10.25% or $1,351.00. Cyber liability provides coverage for a possible financial loss, disruption, or reputational damage from a cyber incident such as a data breach or cyber-attack.

Additional FMIT Benefits:

FMIT offers several unique services that are not available through other carriers. Notably, they provide the turn-key on-site recovery support both before and after a loss. This includes deploying insurance personnel who establish a base location either nearby or within our Emergency Operations Center. This immediate presence allows for rapid damage assessment and response as soon as conditions permit following a storm. As of FY2021, FMIT added a "property mitigation coverage" extension with no deductible for emergency stabilization service, which included water removal, emergency repairs, demolition and tarping up to $500,000 per named storm. The City has already benefited from this benefit at Fire Station 36 during Hurricane Nicole in 2022. The City's total cost was $0 for the repair as FMIT covered the full expense.

Throughout the year, FMIT also offers a quarterly safety grant program, and the City has been successful in obtaining this grant the last several years. To date, we have received over $50,000 in safety grants. The City expects to receive an additional $6,000 to assist the City in purchasing safety-related equipment in FY26 for safety equipment, training and/or apparel.

Lastly, FMIT offers on-site safety program assistance and online or in-person safety training for employees at no additional cost, which the City utilizes on a regular basis.

Premium History

The following graph shows the total FMIT premium costs per fiscal year for all lines of coverage. The premiums change based on insurance market rates in a particular year, catastrophic losses, legislative action, reinsurance pricing, City's property values and loss experience. In addition, due to additions and deletions of vehicles and property during the year, the premium will decrease and increase accordingly. These fluctuations are reflected in the graph below. **(Please see the graph in the attached memorandum).**

Annual Premium Audits

In the event the City acquires a new property, or an automobile valued over $100,000 during the fiscal year, FMIT will endorse the item onto the policy and will adjust the premium accordingly – either adding or deducting the prorated amount for the remainder of the fiscal year. Conversely, if a covered piece of equipment or automobile is removed from the schedule, the City will be entitled to a prorated premium reimbursement.

The information below reflects the past five (5) FMIT premium audits:

- FY20/21 Balance owed $26,639.00
- FY21/22 Balance owed $20,570.00
- FY22/23 Balance refunded ($4,094.00)
- FY23/24 Balanced owed $23,225.00
- FY24/25 Balance owed $33,092.00

Claims History

The chart below outlines the total number of claims reported

over the past five years.

Please note that the miscellaneous coverage item was not included in the graph, as there have been no reported losses. **(Please see the graph on the attached memorandum).**

Conclusion

Following a thorough analysis of all available information including current market conditions, insurance carriers, financial statements, the staff recommends that the City renew its Property, General Liability, Automobile Liability, Automobile Physical Damage, and Workers' Compensation lines of coverage with the Florida Municipal Insurance Trust (FMIT) for FY26 for $1,858,195.00.

Fiscal Impact

Funds for this expenditure are available in Account #504-8410-519.45-01 - Premiums Property/Liability and Account #504-8410-519.45-02 - Insurance Premiums Workers' Compensation. This is an annual contract (October 1, 2025, through September 30, 2026), with options to renew each year based on acceptable conditions and premium pricing.

ISSUE: Florida Municipal Insurance Trust (FMIT) FY26 Insurance Coverage Renewal.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:
Memo Renewal 25-26 w DD changes 2025-0820 (002).pdf
Temp Reso 14298.pdf
Agreement Exhibit #1.pdf
Renewal Quote Exhibit #2.pdf

City of Tamarac
Interoffice Memorandum
Human Resources

To: Levent Sucuoglu, City Manager

Thru: Danielle Durgan, Director of Human Resources

From: Tim Crowley, Risk & Safety Manager

Date: August 12, 2025

Re: **Temp Reso # 14298 Property and Casualty Insurance Renewal for Fiscal Year 2026**

Recommendation:

It is recommended that the City renew its property and causality insurance for FY26 with the Florida Municipal Insurance Trust. (FMIT)

Issue:

Florida Municipal Insurance Trust (FMIT) FY26 Insurance Coverage Renewal.

Background:

The City has maintained a relationship with FMIT for over 28 years, partnering with the organization to ensure access to comprehensive, reliable, and cost-effective insurance coverage tailored to the unique needs of municipalities in Florida.

FMIT, administered by the Florida League of Cities, offers a broad portfolio of insurance products and risk management services specifically designed for local governments. The Trust's offerings include property, general liability, automobile liability, workers' compensation, and, along with risk mitigation resources that have supported the City in reducing losses and managing claims efficiently.

Benefits to the City:

Over the years, FMIT has consistently provided the City with financial stability, customized risk management solutions, responsive claim services and disaster recovery support.

Given FMIT's proven track record, alignment with municipal values, and deep understanding of governmental operations, it remains a trusted and strategic partner. The City of Tamarac continues to benefit from FMIT's guidance in maintaining a safe workplace, protecting public assets, and navigating the evolving insurance landscape.

Risk Management has routinely compared other insurance offerings in the past, but other carriers did not have the range of auxiliary coverage and benefits offered by FMIT. One main benefit is that FMIT provides

catastrophic, turn-key assessment and recovery services that will save the City both time and personnel resources in the event of a major event such as a hurricane, and would expedite our return to business, as normal. Additionally, legal expenses incurred in connection with a claim are provided by FMIT. This means that the insurer pays these expenses separately from the per-claim limit of coverage. This provision ensures that the full policy limit remains available for the payment of settlements or judgments, regardless of the legal expenses incurred during the defense of a claim.

As a local government risk-sharing pool, FMIT's financial stability and strong solvency ratios allow it to effectively manage the risks of its members. This ability to pool risks and potentially absorb larger losses can translate into more favorable rates for member entities like municipalities, especially compared to commercial insurance providers who might be more sensitive to individual histories. Furthermore, unlike a traditional assessment policy, FMIT provides for a non-assessable policy arrangement. In a non-assessable arrangement, the policyholder's liability is limited to the amount of premium paid. If the insurance pool experiences losses that exceed its funds, it cannot request more money from its members to cover the deficit. The pool must find alternative ways to cover the losses.

FMIT Program Pricing for FY2026

Based on the negotiated pricing with the FMIT, the chart below reflects insurance pricing and deductible limits that we are recommending.

Line of Coverage	FY25 Premium $25,000 GL/AL Deductible $10,000 Auto PD $50,000 Property	FY26 Premium $25,000 GL/AL Deductible $10,000 Auto PD $50,000 Property	Premium Increase or Decrease FY25 to FY26	% Premium Increase or Decrease
General/Professional Liability	$374,993.00	$393,459.00	$18,466.00	4.92%
Automobile Physical Damage	$138,084.00	$181,034.00	$42,950.00	31.10%
Property	$1,110,221.00	$1,013,151.00	$(97,070.00)	-8.74%
Workers' Compensation	$263,129.00	$256,024.00	$(7,105.00)	-2.70%
Miscellaneous	$13,176.00	$14,527.00	$1,351.00	10.25%
Total Premium	**$1,899,603.00**	**$1,858,195.00**	**$(41,408.00)**	**-2.18%**

The City's overall property and casualty insurance premium for all lines for FY26 has decreased by a little more than 2% or -$41,408.00 from FY25. This is the first time since 2020 that the City has recognized a decrease in overall premiums. Although the cost of property insurance increased throughout the State over the last several years and experienced a significant increase in FY24. Additionally, Worker's Compensation rates are more favorable as we have lowered our experience modifier, which, in turn, gives us a greater discount in our worker's compensation rate. Lastly, the significant cost reduction is provided in the property renewal with premium decrease of $97,070.00.

General Liability/Professional Liability ($25,000 deductible)

General/Professional Liability premiums increased by 4.92% or $18,466.00, which remains within the projected increase of 15%. Florida's legal environment has historically prompted excessive litigation and high lawsuit settlements. While legal reforms – shifting from pure to modified comparative negligence – are underway, insurers continue to factor in past liabilities when setting premium rates.

Automobile Physical Damage and Automobile Liability ($10,000 Physical Damage Deductible (most vehicles) and $25,000 Liability Deductible):

This year's automobile premium increased by 31.10% or $42.950.00. The premium charges for these lines of coverages tend to fluctuate as we add and remove vehicles. The increase is also influenced by our claim's history and the rising market value of our vehicles. Currently, the City has 220 vehicles on schedule with more than 23 of them valued at more than $100,000. These higher values are largely due to advanced vehicle technologies, such as electric and hybrid systems, as well as enhanced features like sensory bumpers. While these innovations improve vehicle performance and safety, they also lead to higher repair costs, which in turn contribute to increased premium rates set by the insurer.

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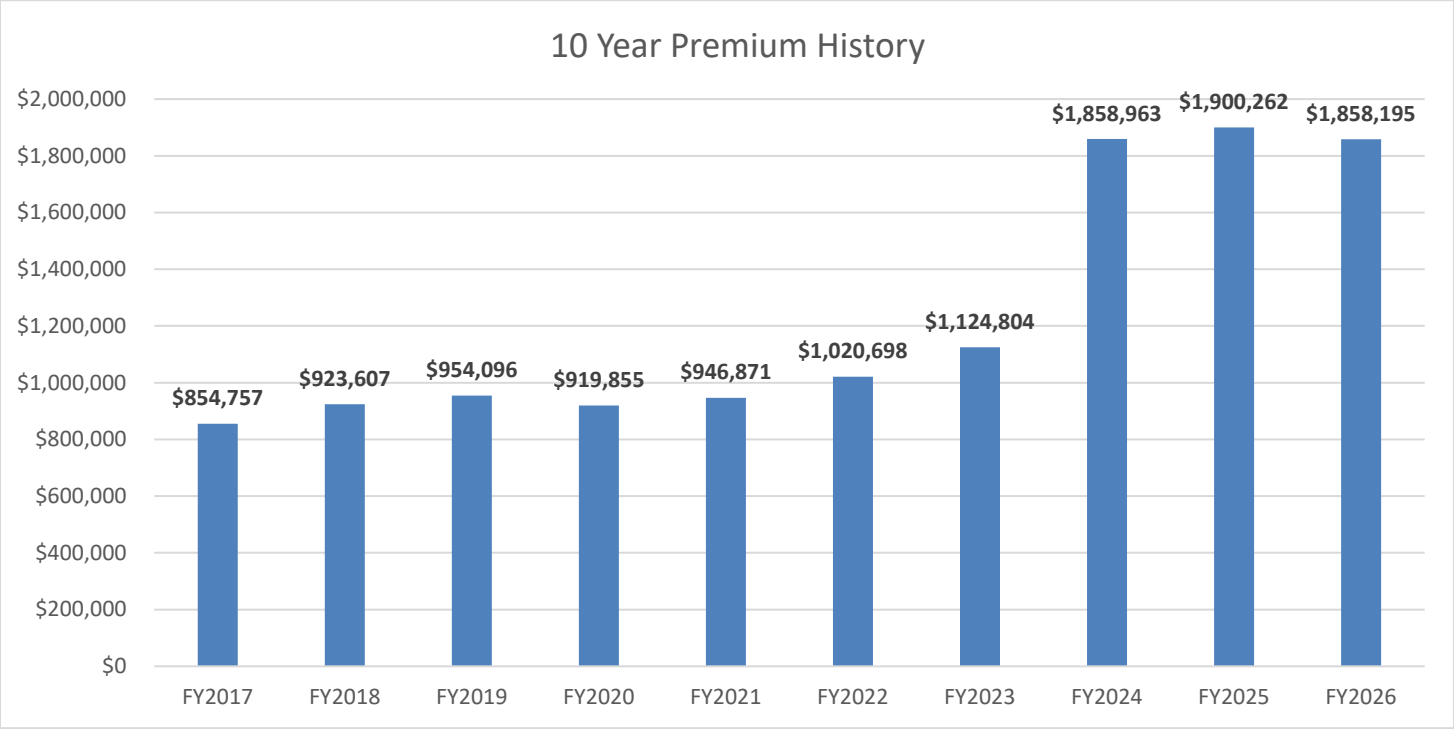
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Premium History

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Annual Premium Audits

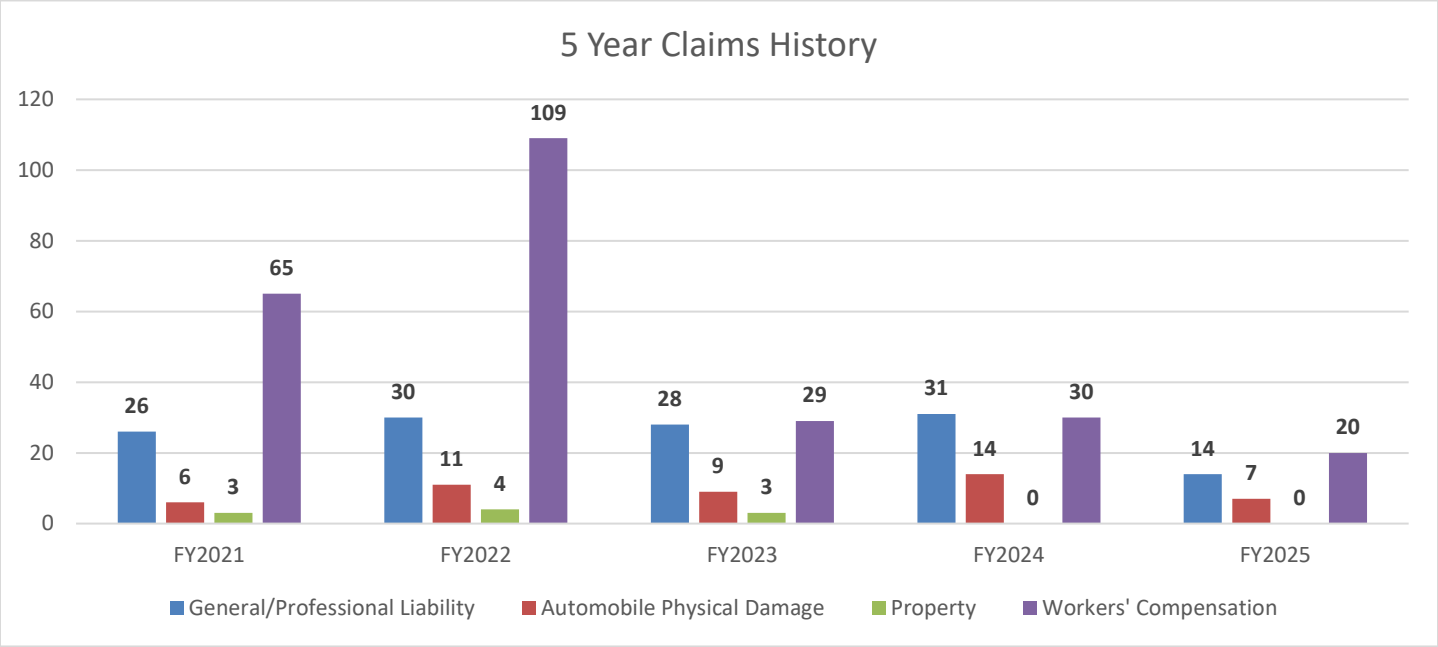
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Claims History

The chart below outlines the total number of claims reported over the past five years.
Please note that the miscellaneous coverage item was not included in the graph, as there have been no reported losses.



Conclusion

Following a thorough analysis of all available information including current market conditions, insurance carriers, financial statements, the staff recommends that the City renew its Property, General Liability, Automobile Liability, Automobile Physical Damage, and Workers' Compensation lines of coverage with the Florida Municipal Insurance Trust (FMIT) for FY26 for $1,858,195.00.

Fiscal Impact

Funds for this expenditure are available in Account #504-8410-519.45-01 -Premiums Property/Liability and Account #504-8410-519.45-02 - Insurance Premiums Workers' Compensation. This is an annual contract (October 1, 2025, through September 30, 2026), with options to renew each year based on acceptable conditions and premium pricing.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE RENEWAL OF GENERAL LIABILITY, AUTOMOBILE LIABILITY, AUTOMOBILE PHYSICAL DAMAGE, WORKERS' COMPENSATION, AND PROPERTY LINES OF COVERAGE INCLUDING ANY ENDORSEMENTS WITH THE FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) FOR A ONE (1) YEAR PERIOD BEGINNING OCTOBER 1, 2025 AT A COST OF $1,858,195 AND PAYMENT OF ANY INCREASE RESULTING FROM THE ANNUAL PREMIUM AUDIT AND/OR ADDITIONS TO THE PROPERTY SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac currently holds several lines of insurance coverage with the Florida Municipal Insurance Trust (FMIT) ; and

WHEREAS, the City's policies with the FMIT for General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation, and Property expire September 30, 2025 ; and

WHEREAS, the FMIT has submitted renewal premium to the City ; and

WHEREAS, if the City renews its line of coverage, the FMIT will provide payment for all defense costs incurred with the City being responsible for settlement and judgements costs up to $25,000 per claim for General Liability, Automobile Liability, and Workers' Compensation claim, and $50,000 for damage to City Property; and $10,000 for Automobile Physical Damage ; and

WHEREAS, the City's policies with the FMIT for General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation and Property are quoted as an estimated premium, and are subject to an adjustment based on the annual premium audit and any additions to the property schedule; and

WHEREAS, the FMIT has signed the Agreement Exhibit Certification to the original Agreement which addresses Scrutinized Companies and E-Verify as required by Florida Statues (attached as Exhibit 1); and

WHEREAS, the Director of Human Resources recommends that the City renew its General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation and Property lines of coverage including any endorsements with the FMIT for a one year period beginning on October 1, 2025 based on the renewal quote of $1,858,195 as submitted by the FMIT (attached as Exhibit 2) and to pay any additional premium resulting from the annual premium audit and/or the addition of assets; 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 renew the City's General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation and Property lines of insurance coverage with the FMIT for one year period beginning on October 1, 2025, as outline above.

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

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

SECTION 2: The City Commission approves the renewal and authorizes the appropriate City officials to execute the necessary documents to effectuate the renewal of the City's General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation and Property lines of coverage including any endorsements with the Florida Municipal Insurance Trust (FMIT) for a one year period beginning on October 1, 2025 at a cost of $1,858,196 per the renewal quote (attached as Exhibit 2) with said lines of coverage to expire September 30, 2026 and to pay any additional premium resulting from the addition of assets, and/or the annual premium audit which has been approved by the City Manager after notification to the City Commission.

SECTION 3: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent options for extension and renewal of the agreements or approval of assignments and other amendments to the agreements in accordance with the provisions of the awarded agreement, and to initiate change orders in amounts not to exceed $65,000 per Section 6-147 of the City Code.

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 _____, 20##.

_____
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

AGREEMENT EXHIBIT

BETWEEN THE CITY OF TAMARAC

AND

The CITY OF TAMARAC (City), a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and **Florida Municipal Insurance Trust (FMIT)**, a Florida corporation, with principal offices located at **125 E. Colonial Drive, Orlando, FL 32801**, (Contractor) agree to amend the original Agreement for renewal of General Liability, Automobile Liability, Automotive Physical Damage, Workers' Compensation, and Property Lines of coverage by incorporation of this Agreement Exhibit, which shall become a part of the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. 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

1.2. 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:

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

1.2.2. Is engaged in business operations in Syria.

Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material

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

2. 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.

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

Auto 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 additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Contractor shall be provided with appropriate insurance limits.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement Exhibit on the respective dates under each signature, Contractor signing by and through its authorized representative duly authorized to execute same.

ATTEST:

MELISSA JUNE SOLIS
Notary Public - State of Florida
Commission # HH 460698
My Comm. Expires Feb 28, 2028
Bonded through National Notary Assn.

(Corporate Secretary)

Melissa J. Solis
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Florida Municipal Insurance Trust
Company Name

Signature of

Clay Austin
Type/Print Name of

8/6/2025
Date

Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

Date: August 6, 2025

Signed: _____

Entity: Florida Municipal Insurance Trust

Name: Clay Austin

Title: Director of Insurance Member Services

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

2. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

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

4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

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

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

7. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

8. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

9. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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

Date: August 6, 2025

Signed: _____

Entity: Florida Municipal Insurance Trust

Name: Clay Austin

Title: Director of Insurance Member Services

FMIT FLORIDA MUNICIPAL INSURANCE TRUST
*Protecting the **Communities** We Call **Home***

RENEWAL QUOTE FOR 2025-2026

City of Tamarac

FMIT 0584

Coverage		Deductible	Limit	Premium
General/Professional Liability		$25,000	$5,000,000	$393,459
Cyber Liability		$25,000	$2,000,000	$14,527
Automobile Liability		$25,000	$2,000,000	$139,633
Automobile Physical Damage		Per Schedule		$41,401
Property Named Storm Deductible		$50,000 5.00%	$100,000,000	$1,013,151
Workers' Compensation Experience Modification	0.52	$25,000 10/1/25	Total Payroll $38,443,418	$256,024
TOTAL NET PREMIUM				$1,858,195

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Fariel Khan

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14299

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14299 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the City of Tamarac List of Charitable Entities, by adding "Christian Coalition Against Domestic Abuse Inc." To the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship, attached hereto as Exhibit "A", for the express purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Financial Services recommends that TR#14299 amending the list of charitable entities with which the City of Tamarac recognizes a sponsorship or co-sponsorship relationship be placed on the August 27, 2025, Consent Agenda for approval by the City Commission.

BACKGROUND:

The City of Tamarac has a rich history of sponsoring charitable organizations within the community. On October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the "Code of Ethics"), which implemented a Code of Ethics for elected municipal officials.

The Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations. Specifically, Section 1-19(c)(5)a.4 of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and

events which are sponsored by the elected official's municipality.

Since May 9, 2012, the City Commission, through Resolution No. R-2012-61 adopted its first list of entities with which the City has sponsorship relationships. In subsequent years, sometimes multiple times in the same year, the Commission has amended that list to include additional charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

On July 9, 2025 through Resolution No. R-2025-079, the City Commission amended the list, adding to the charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

The City Commission has reviewed the existing list of charitable entities approved as part of Resolution No. R-2025-079 and has reviewed the addition to the list of charitable entities as follows:

Additions:

- Christian Coalition Against Domestic Abuse Inc.- *Mayor Michelle Gomez*

Updated list of Charitable Organizations is also attached as Exhibit A.

- City staff has verified that the "Christian Coalition Against Domestic Abuse Inc.", is a 501(c)(3) Charitable Organization and has attached information from Charity Navigator. See Exhibit B.

ISSUE: Staff received a request by Mayor Michelle Gomez as indicated below to amend the list of charitable entities that are recognized as having a sponsorship or co-sponsorship relationship by the City of Tamarac.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR-14299 Amended_Charitable Entities Memo.docx
TR14299_Amending_List_of_charities_Resolution_.docx
TR-14299 Exhibit A.pdf
TR14299-EXHIBIT B.pdf

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATION DIVISION

To: **Levent Sucuoglu, City Manager**

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

Date: **August 27, 2025**

Re: **Temporary Resolution #14299 - Amending list of Charitable Entities**

Recommendation:
The Director of Financial Services recommends that TR#14299 amending the list of charitable entities with which the City of Tamarac recognizes a sponsorship or co-sponsorship relationship be placed on the August 27, 2025, Consent Agenda for approval by the City Commission.

Issue:
Staff received a request by Mayor Michelle Gomez as indicated below to amend the list of charitable entities that are recognized as having a sponsorship or co-sponsorship relationship by the City of Tamarac.

Background:
The City of Tamarac has a rich history of sponsoring charitable organizations within the community. On October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the "Code of Ethics"), which implemented a Code of Ethics for elected municipal officials.

The Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations. Specifically, Section 1-19(c)(5)a.4 of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are sponsored by the elected official's municipality.

Since May 9, 2012, the City Commission, through Resolution No. R-2012-61 adopted its first list of entities with which the City has sponsorship relationships. In subsequent years, sometimes multiple times in the same year, the Commission has amended that list to include additional charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

On July 9, 2025 through Resolution No. R-2025-079, the City Commission amended the list, adding to the charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

The City Commission has reviewed the existing list of charitable entities approved as part of Resolution No. R-2025-079 and has reviewed the addition to the list of charitable entities as follows:

Additions:

- Christian Coalition Against Domestic Abuse Inc.- *Mayor Michelle Gomez*

Updated list of Charitable Organizations is also attached as Exhibit A.

- City staff has verified that the “Christian Coalition Against Domestic Abuse Inc.”, is a 501(c)(3) Charitable Organization and has attached information from Charity Navigator. See Exhibit B.

Fiscal Impact:

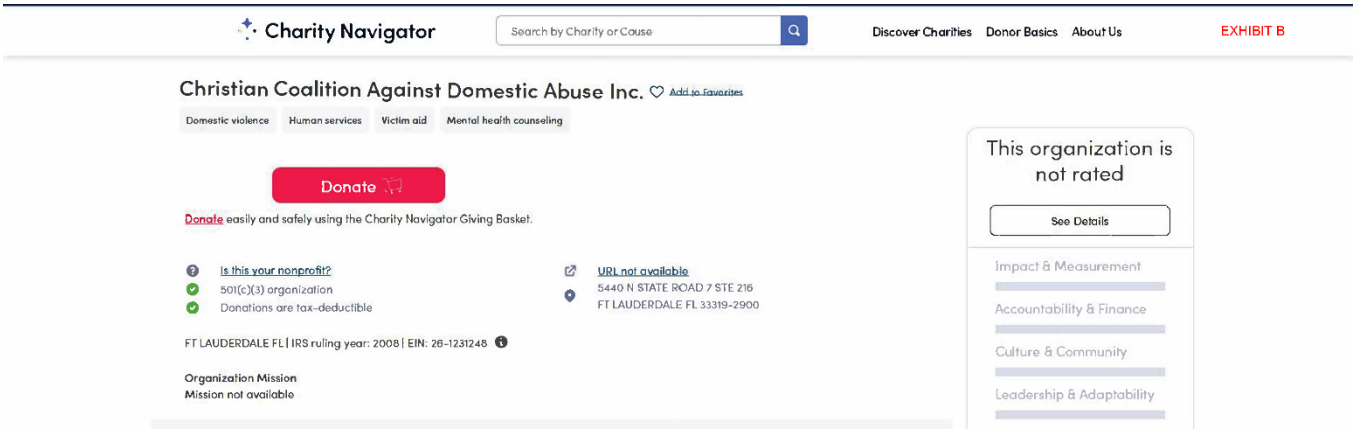
The City budgets an amount for total charitable contributions each year. There is no additional fiscal impact to the city from this resolution.

EXHIBIT A

City of Tamarac List of Charitable Entities

ORGANIZATION
100 Black Men of S. Florida
Aden Perry Good Samaritan and Scholarship Fund, Inc.
Aging & Disability Resource Center
Alzheimer's Association
American Cancer Society
American Red Cross
ARC Broward
Art Serve
Bahati Foundation
Bit by Bit, Inc.
BRCASTRONG Corp.
Broward Coalition-Homeless
Broward Education Foundation
Broward Health (Gold Coast Hospice)
Broward Homebound Program
Broward League of Cities
Broward Outreach Center
Broward Veterans Coalition, Inc.
Caring Hearts Helping Hands Inc.
Christian Coalition Against Domestic Abuse Inc.
Community Based Connections, Inc.
Cosac Foundation, Inc.
Dare to Care, Inc.
Dellenbach Foundation
Discover the Beauty
Family Central
Family and Friends Connection, Inc.
Father's MIA, Inc.
Feeding South Florida
First Call for Help
Florida Initiative for Suicide Prevention, Inc.
Florida Special Arts Center
For A Better Day Foundation, Inc.
Frankie L. Walls Ministries, Inc.
Get Visioned International Missions Inc.
Gilda's Club
Hadassah, The Women's Zionist Organization of America
Hairtostay
Haitian Lawyers Association, Inc.
HANDY, Inc.
Healing Ars Institute of South FL Inc.
Honor Flight South Florida, Inc.
HOPE South Florida, Inc.
House of Hope

ORGANIZATION
Humane Society of Broward County
Inspire Life with Gratitude Inc.
Iraq and Afghanistan War Memorial Found., Inc.
Island Society for the Promotion of Artistic and Cultural Education
Jamaican Men of Florida
Jewish Federation of Broward County
Junior Achievement South Florida
Kids in Distress
Kids Voting Broward
Kings Point Veterans Club Corp.
Kiwanis Tamarac Foundation, Inc.
Lakes Alzheimer's Foundation
LCpl Janos V. Lutz Live to Tell Foundation, Inc.
Level Up Cycling Movement, Inc.
Lighthouse of Broward
Mental Health Association of Broward
National Association of the Bahamas, Inc.
Nine Muses Art Center of Broward County
No More Tears, Inc.
OIC South Florida, Inc.
One Hundred Black Men of South Florida, Inc.
The Rapha Center, Inc.
Serendipity Women's Mental Wellness Found.
Sharon Wiles Foundation
Sirena's Grotto, Inc.
St. Jude's Children's Hospital
Social Services - City of Tamarac
Susan G. Komen for the Cure
Tamarac Bulldogs
Tamarac Challenger Baseball
Tamarac Chamber of Commerce
Tamarac Cougars
Tamarac Employee Benovolent Fund
Tamarac Historical Society
Tamarac Parks & Rec Foundation
United Mgd. Care, Alzheimer's Supp Group, Inc.
United Negro College Fund
United Way
Urban League of Broward County
Women In Distress of Broward County
Wounded Warriors
Youth Empowerment Village


Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
EXHIBIT B
Christian Coalition Against Domestic Abuse Inc.
Add to Favorites
Domestic violence
Human services
Victim aid
Mental health counseling
Donate
Donate easily and safely using the Charity Navigator Giving Basket.
Is this your nonprofit?
501(c)(3) organization
Donations are tax-deductible
URL not available
5440 N STATE ROAD 7 STE 216
FT LAUDERDALE FL 33319-2900
FT LAUDERDALE FL | IRS ruling year: 2008 | EIN: 26-1231248
Organization Mission
Mission not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance
Culture & Community
Leadership & Adaptability

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE CITY OF TAMARAC LIST OF CHARITABLE ENTITIES, BY ADDING "CHRISTIAN COALITION AGAINST DOMESTIC ABUSE INC ." TO THE LIST OF CHARITABLE ENTITIES WITH WHOM THE CITY OF TAMARAC RECOGNIZES A FORMALLY APPROVED RELATIONSHIP, ATTACHED HERETO AS EXHIBIT "A", FOR THE EXPRESS PURPOSE OF COMPLIANCE WITH SECTION 1-19(C)(5)(A)(4) OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the "Code of Ethics"), which implemented a Code of Ethics for elected municipal officials; and

WHEREAS, the Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations; and

WHEREAS, Section 1-19(c)(5)a.4 of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are formally approved by elected official's municipality; and

WHEREAS, on May 9, 2012, the City Commission approved Resolution No. R-2012-61 adopting a list of entities with which the City has formally approved relationships; and

WHEREAS in subsequent years, sometimes multiple times in the same year, the City Commission has amended the list of entities to include additional charitable organizations with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship; and

WHEREAS, on July 9, 2025, through Resolution No. R-2025-079, the City Commission amended the list, adding to the charitable entities; and

WHEREAS, the City of Tamarac seeks to amend the previously adopted list of entities with which the City of Tamarac has a formally approved relationship with to include "Christian Coalition Against Domestic Abuse Inc.", as set forth in Exhibit "A", attached and incorporated herein, to ensure compliance with the Code of Ethics; and

WHEREAS, the City Commission finds that the formally approved charities and events organized by and promoted by those entities listed on Exhibit "A" is in

the best interest of the health, safety, and welfare of the business owner, residents, and visitors of the City.

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

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

Section 2: The City Commission of the City of Tamarac, Florida, hereby amends the City of Tamarac list of charitable entities to add "Christian Coalition Against Domestic Abuse Inc.," to the list of entities with which the City has a formally approved relationship as set forth in Exhibit "A", attached and incorporated herein, to ensure compliance with the Code of Ethics.

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: VM DANIEL _____

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

HANS OTTINOT
CITY ATTORNEY

EXHIBIT A

City of Tamarac List of Charitable Entities

ORGANIZATION
100 Black Men of S. Florida
Aden Perry Good Samaritan and Scholarship Fund, Inc.
Aging & Disability Resource Center
Alzheimer's Association
American Cancer Society
American Red Cross
ARC Broward
Art Serve
Bahati Foundation
Bit by Bit, Inc.
BRCASTRONG Corp.
Broward Coalition-Homeless
Broward Education Foundation
Broward Health (Gold Coast Hospice)
Broward Homebound Program
Broward League of Cities
Broward Outreach Center
Broward Veterans Coalition, Inc.
Caring Hearts Helping Hands Inc.
Christian Coalition Against Domestic Abuse Inc.
Community Based Connections, Inc.
Cosac Foundation, Inc.
Dare to Care, Inc.
Dellenbach Foundation
Discover the Beauty
Family Central
Family and Friends Connection, Inc.
Father's MIA, Inc.
Feeding South Florida
First Call for Help
Florida Initiative for Suicide Prevention, Inc.
Florida Special Arts Center
For A Better Day Foundation, Inc.
Frankie L. Walls Ministries, Inc.
Get Visioned International Missions Inc.
Gilda's Club
Hadassah, The Women's Zionist Organization of America
Hairtostay
Haitian Lawyers Association, Inc.
HANDY, Inc.
Healing Ars Institute of South FL Inc.
Honor Flight South Florida, Inc.
HOPE South Florida, Inc.
House of Hope

ORGANIZATION
Humane Society of Broward County
Inspire Life with Gratitude Inc.
Iraq and Afghanistan War Memorial Found., Inc.
Island Society for the Promotion of Artistic and Cultural Education
Jamaican Men of Florida
Jewish Federation of Broward County
Junior Achievement South Florida
Kids in Distress
Kids Voting Broward
Kings Point Veterans Club Corp.
Kiwanis Tamarac Foundation, Inc.
Lakes Alzheimer's Foundation
LCpl Janos V. Lutz Live to Tell Foundation, Inc.
Level Up Cycling Movement, Inc.
Lighthouse of Broward
Mental Health Association of Broward
National Association of the Bahamas, Inc.
Nine Muses Art Center of Broward County
No More Tears, Inc.
OIC South Florida, Inc.
One Hundred Black Men of South Florida, Inc.
The Rapha Center, Inc.
Serendipity Women's Mental Wellness Found.
Sharon Wiles Foundation
Sirena's Grotto, Inc.
St. Jude's Children's Hospital
Social Services - City of Tamarac
Susan G. Komen for the Cure
Tamarac Bulldogs
Tamarac Challenger Baseball
Tamarac Chamber of Commerce
Tamarac Cougars
Tamarac Employee Benovolent Fund
Tamarac Historical Society
Tamarac Parks & Rec Foundation
United Mgd. Care, Alzheimer's Supp Group, Inc.
United Negro College Fund
United Way
Urban League of Broward County
Women In Distress of Broward County
Wounded Warriors
Youth Empowerment Village

EXHIBIT B

Christian Coalition Against Domestic Abuse Inc.

Add to Favorites

Domestic violence | Human services | Victim aid | Mental health counseling

Donate

Donate easily and safely using the Charity Navigator Giving Basket.

Is this your nonprofit?

501(c)(3) organization

Donations are tax-deductible

URL not available

5440 N STATE ROAD 7 STE 216

FT LAUDERDALE FL 33319-2900

FT LAUDERDALE FL | IRS ruling year: 2008 | EIN: 26-1231248

Organization Mission

Mission not available

This organization is not rated

See Details

Impact & Measurement

Accountability & Finance

Culture & Community

Leadership & Adaptability

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Germania Roman

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14306 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the purchase of golf course maintenance equipment: John Deere Pro Gator utility vehicle and select sprayer, Precision Cut triplex mower, and a Lely L1250 spreader from Everglades Equipment Group in an amount not to exceed $116,950.87, from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Parks and Recreation recommends that the City Commission authorize the appropriate City Officials to approve the purchase of golf course maintenance equipment: John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader from Everglades Equipment Group, in an amount not to exceed 116,950.87; and that this item be placed on the August 27, 2025 City Commission Agenda.

BACKGROUND:

Annually, the Public Services Department conducts a comprehensive review of the City's fleet to identify vehicles and equipment that warrant replacement. This evaluation considers key factors such as age, mileage, market value, and cumulative repair costs. A replacement is recommended when the cost-effectiveness of retaining a vehicle diminishes and maintenance expenses become prohibitive.

In FY2025, the City issued Purchase Order No. 280856 to

Everglades Equipment Group in the amount of $10,500.00 for the purchase of a John Deere Gator Utility Cart for Colony West, a vehicle needed for daily operational support, staff transport, and grounds maintenance activities at the facility and another purchase order No. for a John Deere 4052R Compact Utility Tractor for the Public Service Department from Everglades Equipment Group, for $55,669.60, to replace a 2007 Kubota tractor.

Parks and Recreation Department is now requesting City Commission approval to purchase multiple pieces of equipment for Colony West Golf Course including John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader. This equipment was approved and funded in the FY 25 budget.

These purchases will result in an aggregate spend amount of $183,120.47 during FY2025 with Everglades Equipment Group, which exceeds the administrative approval threshold of $65,000 requiring City Commission authorization. It is the City's policy that when the total spend for an individual vendor exceeds this limit within any fiscal year, the aggregate expenditure amount must be presented to the City Commission for ratification to ensure complete transparency related to the City's spend. Accordingly, we are presenting this item for City Commission approval as we have reached this threshold for FY2025 expenditure with Everglades Equipment Group.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR14306 - MEMO Colony West Equipment.docx
TR14306 - RESO Colony West Equipment.docx
Temp Reso 14306 Exhibit 1 Everglades.pdf
Temp Reso 14306 Exhibit 2 Finch Turf.pdf
Temp Reso 14306 Exhibit 3 Beard Equipment.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM

To: **Levent Sucuoglu, City Manager**

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

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

Date: **August 1, 2025**

Re: **Temp Reso. #14306 - Purchase of Landscaping Equipment: Colony West Golf Course– City Commission Meeting-August 27, 2025**

Recommendation:

The Director of Parks and Recreation recommends that the City Commission authorize the appropriate City Officials to approve the purchase of golf course maintenance equipment: John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader from Everglades Equipment Group, in an amount not to exceed 116,950.87 ; and that this item be placed on the August 27, 2025 City Commission Agenda.

Issue:

The authorization from the appropriate City Officials to approve the purchase of a John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower and a Lely L1250 Spreader as approved and funded in the FY2025 Adopted Budget under the Parks and Recreation–Colony West Golf Course Operating Budget .

Background:

Annually, the Public Services Department conducts a comprehensive review of the City's fleet to identify vehicles and equipment that warrant replacement. This evaluation considers key factors such as age, mileage, market value, and cumulative repair costs. A replacement is recommended when the cost-effectiveness of retaining a vehicle diminishes and maintenance expenses become prohibitive.

On July 9, 2025, the City Commission approved Resolution R-2025-080, authorizing the issuance of Purchase Order No. 280856 to Everglades Equipment Group in the amount of $10,500.00 for the purchase of a John Deere Gator Utility Cart for Colony West, a vehicle needed for daily operational support, staff transport, and grounds maintenance activities at the facility and another purchase order No. for a John Deere 4052R Compact Utility Tractor for the Public Service Department from Everglades Equipment Group, for $55,669.60, to replace a 2007 Kubota tractor.

Parks and Recreation Department is now requesting City Commission approval to purchase multiple pieces of equipment for Colony West Golf Course including John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader. This equipment was approved and funded in the FY 25 budget.

These purchases will result in an aggregate spend amount of $116,950.87 with Everglades Equipment Group, which exceeds the administrative approval threshold of $65,000 requiring City Commission authorization. Pursuant to the Section 6-145 (b)(5) of the City's Procurement Code, procurement related expenditures in excess of Category Three threshold requires City Commission approval.

Fiscal impact:

Funding for the purchase of the John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader is available in the Parks and Recreation – Colony West Golf Course Account # 450-7099-572-6401.

_____
Melissa Petron

Approve: _____
Disapproved:_____

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF GOLF COURSE MAINTENANCE EQUIPMENT: JOHN DEERE PRO GATOR UTILITY VEHICLE AND SELECT SPRAYER, PRECISION CUT TRIPLEX MOWER AND A LELY L1250 SPREADER FROM EVERGLADES EQUIPMENT GROUP IN AN AMOUNT NOT TO EXCEED $116,950.87, FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Parks and Recreation Department is responsible for the maintenance and management of the Colony West Golf Course; and

WHEREAS, the Public Service Department conducts a comprehensive review of the City's fleet to identify vehicles and equipment that warrant replacement. Thie evaluation considers key factor such as age, mileage, market value, and cumulative repair costs; and

WHEREAS, Public Services recommended the replacement of a John Deere Pro Garot Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader ; and

WHEREAS, the following quotes were received from authorized local dealers and attached hereto as "Exhibit 1", Everglades Equipment Group for

$116,950.87, “Exhibit 2”, Finch Turf for $120,663.00, and “Exhibit 3”, Beard Equipment for $121,147.52 ; and

WHEREAS, funding for this purchase has been allocated in the City of Tamarac’s Fiscal Year 2025 budget; and

WHEREAS, in on July 9, 2025 , the City Commission approved Resolution R-2025-080, authorizing the issuance of Purchase Order No. 280856 to Everglades Equipment Group in the amount of $10,500.00 for the purchase of a John Deere Gator Utility Cart for Colony West, a vehicle needed for daily operational support, staff transport, and grounds maintenance activities at the facility and purchase order No. 280921 for a John Deere 4052R Compact Utility Tractor for the Public Service Department from Everglades Equipment Group, for $55,669.60, to replace a 2007 Kubota tractor; and

WHEREAS, the Director of Parks and Recreation, the Director of Public Services and the Director of Financial Services have determined that it is in the City’s best economic interest to purchase (1) John Deere Pro Garot Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader in an amount not to exceed $116,950.87 from Everglades Equipment Group, which is included in the FY 25 budget; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the purchase of John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader from Everglades Equipment Group

at a cost of $116,950.87, and authorize the appropriate City Officials to approve purchases for this equipment not to exceed the Approved FY2025 Budget.

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 appropriate City Officials are authorized to approve the expenditure of $116,950.87 for the purchase of a John Deere Pro Gator Utility Vehicle and Select Sprayer, Precision Cut Triplex Mower, and a Lely L1250 Spreader from Everglades Equipment Group, not to exceed the approved FY 2025 Budget.

SECTION 3: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent options for extension and renewal of the agreements or approval of assignments and other amendments to the agreements in accordance with the provisions of the awarded agreement, and to initiate change orders in amounts not to exceed $65,000 per Section 6-147 of the City Code.

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

Prepared For	CITY OF TAMARAC 7525 NW 88TH AVE TAMARAC, FL 333212427 Work Phone: +US (954) 5973550 ALEXANDER.QUINTERO@TAMARAC.ORG	**Prepared By**	Sean Shaw 1365 Neptune Drive Boynton Beach, FL 33426 Phone: 5617328905 Mobile Phone: 954-325-9079 sshaw@evergladesfarmequipment.com	**Quote ID** **Created On** **Expiration Date**	980665 29-Apr-2025 30-Oct-2025

Quote Summary

Equipment Summary	Selling Price	Qty in Group	Extended
ProGator 2020A (Gas)	41,455.15		41,455.15
HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	29,123.75		29,123.75
2400 PrecisionCut Triplex Mower (Model Year 2025)	38,924.97		38,924.97
Lely L1250 Debris Maintenance	7,447.00		7,447.00
Equipment Total			**$116,950.87**

Quote Summary

Total Selling Price	$116,950.87
Sub-total Inc. Tax	**$116,950.87**
Balance Due	**$116,950.87**

*** Tax exempt fee**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id 980665

Customer CITY OF TAMARAC

ProGator 2020A (Gas)

Equipment Notes - - -
Hours - - -
Serial Number - - -
Stock Number - - -
PUK Parent Serial # - - -

Base and Options

140GTC	ProGator 2020A (Gas)	1
001A	US/Canada	1
1190	2WD Traction Unit	1
1139	Standard Front Tires 23x10.5-12 (4 PR)	1
1161	Fairway Rear (2) Tires and (2) Wheels, 26x14-12 (4 PR)	1
2200	Factory Installed Auxiliary Hydraulics	1
183N	JDLink™ Modem	1
9773	Electronic Multi-Mode Throttle/Governor Control Kit	1
9837	Canopy with Rear View Mirror	1

Everglades Equipment Group

JOHN DEERE

Selling Equipment

Quote Id 980665

Customer CITY OF TAMARAC

HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)

Equipment Notes - - -
Hours - - -
Serial Number - - -
Stock Number - - -
PUK Parent Serial # - - -

Base and Options

1156TC	HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	1
001A	United States and Canada	1
6452	Stainless Steel Centrifugal Pump	1
2003	Gen3 Digital Manual Rate Controller for Centrifugal or Diaphragm Pump	1
3000	18 Ft. Spray Boom with Electro-Hydraulic Lift	1
9000	Extended Range Flat-Fan Style Nozzle Package	1
9005	Flood Style Nozzle Package	1
9010	Low Drift Nozzle Kit	1
9080	4-Post ROPS Conversion Kit (Green)	1
9085	Heavy-Duty Rear Spring Kit	1
9090	Heavy Duty Front Spring Kit	1
9869	Hose Plumbing Kit	1

Dealer Attachments

BM19876	Spraygun	1
BTC10397	MIRROR KIT	1
BM19261	Electric Reel and 60.96 m (200 ft) of 12.7-mm (1/2-in.) Hose, less Spraygun	1

Everglades Equipment Group

JOHN DEERE

Selling Equipment

Quote Id 980665

Customer CITY OF TAMARAC

2400 PrecisionCut Triplex Mower (Model Year 2025)

Equipment Notes - - -
Hours - - -
Serial Number - - -
Stock Number - - -
PUK Parent Serial # - - -

Base and Options

1275TC	2400 PrecisionCut Triplex Mower (Model Year 2025)	1
001A	United States and Canada	1
0443	All Other Countries (English / Spanish)	1
1022	Smooth Tires and Wheels (20x10.00-10, 2 ply)	1
1190	Two-Wheel Drive (2WD)	1
1201	Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	1
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	1
1400	Cutting Unit ONLY Counterweights	1
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	1
183E	JDLink™ Modem	1
2009	Standard Seat	1
9766	LED Work Light Kit	1

Selling Equipment

Quote Id 980665

Customer CITY OF TAMARAC

Lely L1250 Debris Maintenance

Equipment Notes - - -
Hours - - -
Serial Number - - -
Stock Number - - -
PUK Parent Serial #

Base and Options

1	Lely L1250 Debris Maintenance	1

FINCH TURF
MOW WITH US

JOHN DEERE

Quote # 1039793
Exp. 15-Aug-2025

Balance Due
$120,663.00

Prepared For

CITY OF TAMARAC

7525 NW 88TH AVE
TAMARAC, FL 333212427

Prepared By

Scott Howell
9384 Main Street
Dansville, NY 14437

Description	Qty	Price
ProGator 2020A (Gas)	1	**$42,500.00**
HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	1	**$26,563.00**
Attachments	3	**$3,888.00**
2400 PrecisionCut Triplex Mower (Model Year 2025)	1	**$39,767.00**
lely L1250 Golf Product Implements	1	**$7,945.00**
SubTotal		**$120,663.00**
Total Selling Price		**$120,663.00**
Total Tax		**$0.00**
Sub Total		**$120,663.00**
Balance Due		**$120,663.00**

Please review the John Deere privacy policy at https://www.deere.com/en/privacy-and-data

FINCH TURF
MOW WITH US

JOHN DEERE

Configurations

ProGator 2020A (Gas)	**QTY 1**	**Extended Selling Price $42,500.00**

Base / Options — Unit Selling Price **$42,500.00**

US/Canada	1	Factory Installed Auxiliary Hydraulics	1
2WD Traction Unit	1	JDLink™ Modem	1
Standard Front Tires 23x10.5-12 (4 PR)	1	Electronic Multi-Mode Throttle/Governor Control Kit	1
Fairway Rear (2) Tires and (2) Wheels, 26x14-12 (4 PR)	1	Canopy with Rear View Mirror	1

HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	**QTY 1**	**Extended Selling Price $26,563.00**

Base / Options — Unit Selling Price **$26,563.00**

United States and Canada	1		
Stainless Steel Centrifugal Pump	1	Low Drift Nozzle Kit	1
Gen3 Digital Manual Rate Controller for Centrifugal or Diaphragm Pump	1	4-Post ROPS Conversion Kit (Green)	1
18 Ft. Spray Boom with Electro-Hydraulic Lift	1	Heavy-Duty Rear Spring Kit	1
Extended Range Flat-Fan Style Nozzle Package	1	Heavy Duty Front Spring Kit	1
Flood Style Nozzle Package	1	Hose Plumbing Kit	1

Dealer Attachments — Unit Selling Price **$3,888.00**

				Unit QTY	
Spraygun	1	$325.21			
MIRROR KIT	1	$170.60	Electric Reel and 60.96 m (200 ft) of 12.7-mm (1/2-in.) Hose, less Spraygun	1	$3,392.19

2400 PrecisionCut Triplex Mower (Model Year 2025)	**QTY 1**	**Extended Selling Price $39,767.00**

Base / Options — Unit Selling Price **$39,767.00**

United States and Canada	1	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	1
All Other Countries (English / Spanish)	1	Cutting Unit ONLY Counterweights	1
Smooth Tires and Wheels (20x10.00-10, 2 ply)	1	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	1
Two-Wheel Drive (2WD)	1		

Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	1	JDLink™ Modem	1
		Standard Seat	1
50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1	LED Work Light Kit	1

lely L1250 Golf Product Implements	**QTY 1**	**Extended Selling Price $7,945.00**

Quote Summary

Prepared For

City Of Tamarac

FL

Prepared By

Wolford Jeff
Beard Equipment Company
4539 Nw 44th Avenue
Ocala, FL 34482
Phone: 800-848-8563
jwolford@beardequipment.com

Quote Id:	33172534
Created On:	15 July 2025
Last Modified On:	15 July 2025
Expiration Date:	15 August 2025

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE ProGator 2020A (Gas)	$ 42,546.82	X	1	=	$ 42,546.82
JOHN DEERE HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	$ 30,579.98	X	1	=	$ 30,579.98
JOHN DEERE 2400 PrecisionCut Triplex Mower (Model Year 2025)	$ 40,397.72	X	1	=	$ 40,397.72
LELY L1250	$ 7,623.00	X	1	=	$ 7,623.00
Equipment Total					**$ 121,147.52**
Trade In Total					**$ 0.00**

Quote Summary

Equipment Total	$ 121,147.52
Trade In	
SubTotal	$ 121,147.52
Est. Service Agreement Tax	$ 0.00
Total	$ 121,147.52
Balance Due	**$ 121,147.52**

Salesperson : X_____ **Accepted By : X** _____

Selling Equipment

Quote Id:

JOHN DEERE ProGator 2020A (Gas)

Hours:
Stock Number:

Code	Description	Qty
140GTC	ProGator 2020A (Gas)	1
	Standard Options - Per Unit	
001A	US/Canada	1
183N	JDLink™ Modem	1
1139	Standard Front Tires 23x10.5-12 (4 PR)	1
1161	Fairway Rear (2) Tires and (2) Wheels, 26x14-12 (4 PR)	1
1190	2WD Traction Unit	1
2200	Factory Installed Auxiliary Hydraulics	1
9773	Electronic Multi-Mode Throttle/Governor Control Kit	1
9837	Canopy with Rear View Mirror	1
	Other Charges	
	Freight	1

JOHN DEERE HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)

Hours:
Stock Number:

Code	Description	Qty
1156TC	HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	1
	Standard Options - Per Unit	

Selling Equipment

Quote Id:

001A	United States and Canada	1
2003	Gen3 Digital Manual Rate Controller for Centrifugal or Diaphragm Pump	1
3000	18 Ft. Spray Boom with Electro-Hydraulic Lift	1
6450	Diaphragm Pump	1
9000	Extended Range Flat-Fan Style Nozzle Package	1
9005	Flood Style Nozzle Package	1
9010	Low Drift Nozzle Kit	1
9080	4-Post ROPS Conversion Kit (Green)	1
9085	Heavy-Duty Rear Spring Kit	1
9090	Heavy Duty Front Spring Kit	1
9869	Hose Plumbing Kit	1
	Dealer Attachments	
BM19876	Spraygun	1
BTC10397	MIRROR KIT	1
BM19261	Electric Reel and 60.96 m (200 ft) of 12.7-mm (1/2-in.) Hose, less Spraygun	1
	Other Charges	
	Freight	1

JOHN DEERE 2400 PrecisionCut Triplex Mower (Model Year 2025)

Hours:
Stock Number:

Code	Description	Qty
1275TC	2400 PrecisionCut Triplex Mower (Model Year 2025)	1

Selling Equipment

Quote Id:

Standard Options - Per Unit		
001A	United States and Canada	1
183E	JDLink™ Modem	1
0443	All Other Countries (English / Spanish)	1
1022	Smooth Tires and Wheels (20x10.00-10, 2 ply)	1
1190	Two-Wheel Drive (2WD)	1
1201	Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	1
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1
1400	Cutting Unit ONLY Counterweights	1
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	1
2009	Standard Seat	1
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	1
9766	LED Work Light Kit	1
Other Charges		
	Freight	1
	EnviroCrate	1

LELY L1250

Hours: 0
Stock Number:

Code	Description	Qty
new	L1250	1

Selling Equipment

Quote Id:

[redacted]

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Germania Roman

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14307 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and ratifying past purchases of entertainment services for the "Yard on the Lawn" event, Caribbean Heritage Month Celebration held on June 28, 2025, from Riddims Marketing, Inc., in the amount of $62,160.00 and $3,203.00, for a total amount of $65,362.00 in accordance with Section 6-145(b)(6) of the Code, to be paid from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Parks and Recreation recommends that the City Commission ratify the payments to Riddims Marketing, Inc. and this item be placed on August 27, 2025 City Commission Agenda. The total amount paid to Riddims Marketing has exceeded the $65,000 threshold. The agreement for the production and entertainment services for "Yard on the Lawn" Caribbean Heritage Month celebration on June 28, 2025, was $62,160.00. After the event, a final payment was made in the amount of $3,202.00 for a total of $65,362.00.

BACKGROUND:

The "Yard on the Lawn" event is part of the City's initiative to recognize and celebrate Caribbean Heritage Month through community programming that is culturally enriching and widely appealing.

To ensure a successful and engaging event, staff identified

Riddims Marketing, Inc. as a highly qualified vendor with experience in producing cultural events and booking reputable Caribbean talent. The proposed scope of services includes:

- Booking and coordination of a well-known host/personality
- Engagement of a dynamic opening musical act
- Delivery of a headline performance by a popular main act
- General production support for the entertainment portion of the event

Staff determined that utilizing a single vendor to coordinate these services ensures greater cohesion, efficiency, and accountability, as compared to contracting with multiple providers for individual entertainment components. Riddims Marketing, Inc. offers a turnkey solution that simplifies logistics and ensures quality.

The City entered into an agreement based on Riddims Marketing, Inc. proposal of $62,160.00 on May 6, 2025. After the event, the City received an invoice for $3202.00 to cover additional expenses that were originally provided as an estimated cost in the proposal which brings the total cost of services provided to $65,362.00. The invoice was paid on July 3, 2025.

These purchases will result in an aggregate amount of $65,362.00 during FY2025 with Riddims Marketing, Inc., which exceeds the administrative approval threshold of $65,000 requiring City Commission authorization. It is a requirement of Section 6-145 (b)(6) of the Tamarac Procurement Code that total spend for an individual vendor

exceeding the Category Three threshold (City Manager's $65,000 authority) within any fiscal year, that the aggregate expenditure amount must be presented to the City Commission for ratification to ensure complete transparency related to the City's spend. Accordingly, we are presenting this item for City Commission approval as the payments has exceeded this threshold for FY2025 expenditure with Riddims Marketing, Inc.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR14307 - MEMO Riddims Marketing Agreement.docx
TR14307 - RESO Riddims Marketing.docx
Temp Reso #14307 Exhibit 1 Riddims Agreement YOL Tamarac.pdf
Temp. Reso #14307 Exhibit 2 Invoice from_Riddims_Marketing_Inc.pdf

City of Tamarac
Interoffice Memorandum
Department

To: **Levent Sucuoglu, City Manager**

Thru: Maxine Calloway, Deputy City Manager

From: Melissa Petron, Director of Parks & Recreation

Date: August 13, 2025

Re: **Temp Reso. 14307 - Purchase of Entertainment Services from Riddims Marketing, Inc. – City Commission Meeting-August 27, 2025**

Recommendation:
The Director of Parks and Recreation recommends that the City Commission ratify the payments to Riddims Marketing, Inc. and this item be placed on August 27, 2025 City Commission Agenda. The total amount paid to Riddims Marketing has exceeded the $65,000 threshold. The agreement for the production and entertainment services for “Yard on the Lawn” Caribbean Heritage Month celebration on June 28, 2025, was $62,160.00. After the event, a final payment was made in the amount of $3,202.00 for a total of $65,362.00.

Issue:
In accordance with the City's Purchasing Policy, purchases that exceed $65,000 will require approval by the City Commission. Additionally, Section 6-148(a)(8) of the City Code of Ordinances exempt entertainment and related services for City-sponsored events from the standard bid and proposal process. Therefore, the City is authorized to directly engage Riddims Marketing, Inc. for the required services.

Background:
The “Yard on the Lawn” event is part of the City’s initiative to recognize and celebrate Caribbean Heritage Month through community programming that is culturally enriching and widely appealing.

To ensure a successful and engaging event, staff identified Riddims Marketing, Inc. as a highly qualified vendor with experience in producing cultural events and booking reputable Caribbean talent. The proposed scope of services includes:

- Booking and coordination of a well-known host/personality
- Engagement of a dynamic opening musical act
- Delivery of a headline performance by a popular main act
- General production support for the entertainment portion of the event

Staff determined that utilizing a single vendor to coordinate these services ensures greater cohesion, efficiency, and accountability, as compared to contracting with multiple providers for

individual entertainment components. Riddims Marketing, Inc. offers a turnkey solution that simplifies logistics and ensures quality.

The City entered into an agreement based on Riddims Marketing, Inc. proposal of $62,160.00 on May 6, 2025. After the event, the City received an invoice for $3202.00 to cover additional expenses that were originally provided as an estimated cost in the proposal which brings the total cost of services provided to $65,362.00. The invoice was paid on July 3, 2025.

These purchases will result in an aggregate amount of $65,362.00 during FY2025 with Riddims Marketing, Inc., which exceeds the administrative approval threshold of $65,000 requiring City Commission authorization. It is a requirement of Section 6-145 (b)(6) of the Tamarac Procurement Code that total spend for an individual vendor exceeding the Category Three threshold (City Manager's $65,000 authority) within any fiscal year, that the aggregate expenditure amount must be presented to the City Commission for ratification to ensure complete transparency related to the City's spend. Accordingly, we are presenting this item for City Commission approval as the payments has exceeded this threshold for FY2025 expenditure with Riddims Marketing, Inc.

Fiscal Impact

Funding for this agreement is available in the Parks and Recreation Department Special Events Budget 001-7010-572-5700.

Melissa Petron

_____

Melissa Petron

Approve _____

Disapprove _____

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND RATIFYING PAST PURCHASES OF ENTERTAINMENT SERVICES FOR THE "YARD ON THE LAWN" EVENT CARIBBEAN HERITAGE MONTH CELEBRATION HELD ON JUNE 28, 2025, FROM RIDDIMS MARKETING, INC., IN THE AMOUNT OF $62,160.00 AND $3,203.00, FOR A TOTAL AMOUNT OF $65,362.00 IN ACCORDANCE WITH SECTION 6-145(B)(6) OF THE CODE, TO BE PAID FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The "Yard on the Lawn" event is part of the City's initiative to recognize and celebrate Caribbean Heritage Month through community programming that is culturally enriching and widely appealing ; and

WHEREAS, staff identified Riddims Marketing, Inc., as a highly qualified vendor with experience in producing cultural events and booking reputable Caribbean talent ; and

WHEREAS, the agreement for the production and entertainment services for "Yard on the Lawn" Caribbean Heritage Month celebration on June 28, 2025, was $62,160.00 ; and

WHEREAS, a final payment of $3,202.00 to cover actual cost of services has exceeded the $65,000 threshold and brought the total to $65,362.00; and

WHEREAS, in accordance with Section 6-145 (b)(6) of the Tamarac Procurement Code , purchases that exceed the Category Three threshold ($65,000) will require ratification and approval by the City Commission. Additionally, Section 6-148(a)(8) of the City Code of Ordinances exempts entertainment and related services for City-sponsored events from the standard bid and proposal process; and

WHEREAS, the Director of Parks and Recreation recommends the Commission ratify the expenditures of $62,160.00, " Exhibit 1" and $3,202.00, "Exhibit 2" to Riddims Marketing, Inc. for the production and entertainment services for "Yard on the Lawn" Caribbean Heritage Month celebration on June 28, 2025; 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 ratify the expenditures of $62,160.00 and $3,202.00 to Riddims Marketing, Inc. for the production and entertainment services for the June 28, 2025, Yard on the Lawn event which will bring the total cost paid to Riddims Marketing, Inc. to $65,362.00.

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

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

SECTION 2: The City Commission approves and ratifies expenditures to Riddims Marketing, Inc. for the production and entertainment services for June 28, 2025, Yard on the Lawn event at a total cost to $65,362.00.

SECTION 3: Funding is available from the appropriate account at a total cost not to exceed $65,362.00.

SECTION 4: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent options for extension and renewal of the agreements or approval of assignments and other amendments to the agreements in accordance with the provisions of the awarded agreement, and to initiate change orders in amounts not to exceed $65,000 per Section 6-147 of the City Code.

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

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

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

TAMARAC
The City For Your Life

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
RIDDIMS MARKETING, INC.

THIS AGREEMENT is made and entered into this 6th day of May, 2025 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, FL 33321-2401 (the "City") and **Riddims Marketing, Inc.**, a Florida corporation, located at **6151 Miramar Pkwy #108, Miramar, FL 33023** (the "Contractor") to assist the City of Tamarac in providing entertainment services in accordance with the Yard on the Lawn Event to take place on Saturday, June 28, 2025.

In consideration of the mutual promises contained in this document, the City and Contractor agree as follows:

1. **Contract Term:** The date of performance/service is on **June 28th, 2025,** from date of final execution, as stated in Attachment A attached herein.

2. **Services to Be Provided:** Contractor shall provide and perform equipment and services described in Attachment A, attached hereto and incorporated herein as if set forth in full. These 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 of a conflict between this document and any other contract documents, this Agreement shall prevail.

3. **Compensation/Payment:** Upon satisfactory performance of said services described in the attached Attachment A, the City will pay Contractor an amount equal to the unit pricing provided in Attachment A. Payment will be made upon completion, delivery, and acceptance by the City of the services as detailed in Attachment A and submission of an invoice for said services. Contractor shall not incur costs for performance of services under this Agreement in excess of **$62,160.00** (said amount) without the prior written authorization of the City Manager or designee. Payments shall be processed upon receipt of a properly completed invoice in accordance with The Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

4. **Non-Discrimination & Equal Opportunity Employment:** During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth

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

5. **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.

6. **Use of Information / Ownership of Documents:** Contractor shall be required to work in harmony with other Contractors relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City. Except as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall be used only in connection with the services provided the City.

7. **Availability of Contractor:** Contractor shall be reasonably available to the City through telephone access and shall notify the City promptly of any absence or anticipated delay in the performance of services under this Agreement.

8. **Change Orders:** The City may at any time, by issuance of a written Change Order to this Agreement by the City Manager make changes, within the scope or period of performance of this Agreement. Contractor and the City Manager or designee will negotiate an equitable adjustment, if appropriate, in the terms of this Agreement to cover any such change. The City will make no payment for additional work performed that is not provided for in this Agreement unless such work is performed pursuant to a written Change Order.

9. **Insurance:** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation Insurance, Unemployment Insurance, Contractor's Liability Insurance, and all other insurance required by law. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk & Safety

Manager certificates of all insurances required under this section prior to beginning any work under this Agreement.

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 General 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.

10. **Indemnification:** Contractor agrees to indemnify and hold harmless the City from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance under this Agreement, except for injury or damage caused by the sole negligence of the City. The terms of this provision shall survive the termination or completion of this Agreement. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

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

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.

11. **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 City Attorney at the same address:

CONTRACTOR

Riddims Marketing

6151 Miramar Pkwy #108, Miramar, FL 33023	
eddy@riddimsmarketing.com	954-251-1643

12. **Funding-Out:** 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.

13. **Termination:**

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

13.2 **For Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14. **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:

14.1 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

14.2 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:

14.2.1 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

14.2.2 Is engaged in business operations in Syria.

14.3 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.

15. Public Records and Audits:

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

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

15.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

16. 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.

17. **Uncontrollable Forces:** 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.

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.

18. **Successors & Assigns:** The City and Contractor each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the

other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

19. **Signatory Authority:** The Contractor shall supply the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

20. **Merger; Amendment:** This Agreement constitutes the complete understanding of the parties and shall be governed by the laws of the State of Florida as now and hereinafter in force.

21. **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.

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

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

24. **Public Records Custodian**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

TAMARAC
The City For Your Life

IN WITNESS WHEREOF, the parties, the CITY OF TAMARAC, through its authorized representative, and CONTRACTOR, through its duly authorized representative, have made and executed this Agreement on the respective dates under each signature.

ATTEST:

City Clerk

Date

Approved as to form and legal sufficiency

Hans Ottinot, City Attorney

Date

ATTEST:

CITY OF TAMARAC

Levent Sucuoglu, City Manager

Date

CONTRACTOR

RIDDIMS MARKETING
Type/Print Name of Contractor

B. Provost-Edwards
Signature of Corporate Secretary

Bridget Provost-Edwards
Type/Print Name of Corporate Secretary (if none, enter N/A)

5/6/2025
Date

(CORPORATE SEAL)

Authorized Signature

EDDY EDWARDS, MANAGING PARTNER
Type/Print Name & Title

05/06/2025
Date

TAMARAC
The City For Your Life

City of Tamarac — Procurement and Contracts Division

ACKNOWLEDGEMENT

STATE OF FLORIDA :

COUNTY OF BROWARD :SS

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 Carson & Bridget Riddims Edwards of Marketing a Florida corporation, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 5th day of May, 2025.

NOTARY PUBLIC
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
SHONA HENRIQUES
Commission # HH 504524
Expires March 27, 2028

Shona Henriques
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☒ Personally known to me or
☐ Produced Identification

FL DL
Type of I.D. Produced

☒ DID take an oath, or ☐ DID NOT take an oath.

ATTACHMENT A

Scope of Services

RIDDIMS
MARKETING, INC.

EVENT: YARD ON THE LAWN
LOCATION: TBD/CITY OF TAMARAC
DATE: SATURDAY, JUNE 28, 2025
TIME: tbd
HOST: City of Tamarac

PERFORMERS (all costs are estimated at this time)		**$ 33,500.00**
Local Backing Band		
Miss Kitty		
Orale Johnson		
Morgan's Heritage		
Per Diem	$ 3,900.00	
Except for the local band, performers will require air/ground transportation and hotel		
appx 12 air flights	$ 6,500.00	
appx 12 hotel rooms x 2 days	$ 5,760.00	
ground transport	$ 3,500.00	
Production Assistants	$ 2,500.00	
Booking Agent Fee	$ 6,500.00	
TOTAL	**$ 28,660.00**	
TOTAL COSTS		**$ 62,160.00**

Advance deposit $37,910 required immediately to confirm artist's bookings and secure airfare, hotel and other
Balance required no later than June 24th
NOTE: Artists cannot be confirmed without deposit. Subject to availability.

TAMARAC
The City For Your Life

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

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

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

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

Date: May 5, 2025

Entity: Reddins Marketing

Signed: [signature]

Name: Eddy Edwards

Title: Managing Partner

TAMARAC
The City For Your Life

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

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

3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

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

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

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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

Date: 5TH May, 2025

Entity: Riddims Marketing

Signed: [signature]

Name: Eddy Edwards

Title: Managing Partner

Riddims Marketing Inc.
6151 Miramar Pkwy., Suite 108
Miramar, FL 33023 USA
+19542511643
eddy@riddimsmarketing.com

INVOICE

BILL TO
City of Tamarac
Parks and Recreation
6001 Nob Hill Road
Attn: Justin Barnaby
Tamarac, FL 33321

INVOICE	RM8176
DATE	07/01/2025
TERMS	Due on receipt
DUE DATE	07/01/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Additional transportation costs for Yard on the Lawn	1	3,202.00	3,202.00

Payments can be made through credit cards, ACH or mail checks to 6151 Miramar Parkway, Suite 108, Miramar, FL 33023.

BALANCE DUE **$3,202.00**

Pay invoice

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Germania Roman

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14308

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14308 - A Resolution of the City Commission of the City of Tamarac, Florida, approving an agreement between the City of Tamarac and Waypoint Contracting, Inc.; for the design-build of Westside Dog Park project in accordance with request for proposal (RFP) no. 25-16r for a contract amount of $696,536.40; a contingency in the amount of $69,653.64 will be added to the project account, for a total project budget of $766,190.04; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date

RECOMMENDATION: The Parks & Recreation Department Director recommends that the City Commission award Bid # 25-16R to Waypoint Contracting, Inc. and approve the agreement between the City of Tamarac and Waypoint Contracting, Inc. in the amount of $1,068,969.40, for Design-Build of Westside Dog Park

BACKGROUND:

The adopted 2014 Parks Masterplan identified the need for an additional dog park to serve the community surrounding Westside Park. The City of Tamarac is seeking to engage a qualified proposer for the Design-Build of the Westside Dog Park project off NW 108th Terrace. The project site is approximately 0.55 acres, located within an existing City owned parcel along NW 108th Terrace, south of the Sanibel Recreation Center & Club House and west of the Devon community. The proposed elements include separate fenced areas for both large and small dogs, 5-foot concrete walking path, water fountain for dogs, pet disposal stations, covered/shaded benches, trash receptacles, landscaping, signage, video surveillance, Wi-Fi and other associated elements. This project includes developing cost estimates with product specifications, design plans with details, permitting, and construction in accordance with the terms,

conditions and requirements contained in the Request for Proposal (RFP).

The Contractor shall furnish all design and construction, including labor, tools, equipment, materials, supplies, manufactured articles, furnishing all transportation and services, including fuel, power, water, essential communications, etc., as necessary to complete the project, along with all engineering, shop drawings, and other documentation necessary to obtain all applicable permits and all bonds, securities, licenses and insurance to complete the project as specified herein and within the Project Design Plans.

Procurement Review:

The Procurement Division issued RFP 25-16R for Design-Build of Westside Dog Park on May 5th, 2025. At the June 6th, 2025 bid closing, four (4) proposals were received and opened in response to the RFP. An Evaluation Committee meeting was conducted on July 28th, 2025 and the Evaluation Committee shortlisted two (2) proposers to provide Oral Presentations at a subsequent August 4th, 2025, Evaluation Committee meeting. Following the Oral Presentations by the two (2) short-listed proposers, the Evaluation Committee ranked Waypoint Contracting, Inc. (Waypoint) as the most responsible and responsive (first ranked) proposer.

The estimated timeline for Waypoint's completion is five hundred (500) days after issuance of "notice to proceed." Waypoint's cost proposal is:

- Design build for the park and mandatory requirements $ 696,536.40
- Bid Alternates considered in the proposal $ 372,433.00

Total Maximum cost proposal $1,068,969.40

ISSUE:

Approval of the bid award to Waypoint Contracting, Inc. in

response to RFP # 25-16R; and approval of an agreement between the City of Tamarac and Waypoint Contracting, Inc. for Design-Build of Westside Dog Park.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

Temp. Reso #14308 Memo Westside Dog Park 25-16R.docx
Temp. ResO #14308 RESO Westside Dog Park 25-16R.docx
Temp. Reso #14308 Exhibit 1 Westside Dog Park 25-16R Evaluation Committee Scoresheet & Ranking.pdf
Temp. Reso #14308 Exhibit 2 Westside Dog Park 25-16R Waypoint Construction Agreement revised Final.docx GR.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS & RECREATION DEPARTMENT

TO: Levent Sucuoglu
City Manager

THRU: Maxine Calloway
Deputy City Manager

FROM: Melissa Petron,
Director, Parks & Recreation Department

DATE: August 12th, 2025

RE: **TR #14308: Award of Bid # 25-16R to Waypoint Contracting, Inc. and Approval of an Agreement between the City of Tamarac and Waypoint Contracting, Inc. (Exhibit A) in the amount of $696,536.40, for Design-Build of Westside Dog Park.**

Recommendation:
The Parks & Recreation Department Director recommends that the City Commission award Bid # 25-16R to Waypoint Contracting, Inc. and approve the agreement between the City of Tamarac and Waypoint Contracting, Inc. in the amount of $696,536.40, for Design-Build of Westside Dog Park.

Issue:
Approval of the bid award to Waypoint Contracting, Inc. in response to RFP # 25-16R; and approval of an agreement between the City of Tamarac and Waypoint Contracting, Inc. for Design-Build of Westside Dog Park. The recommendation is to approve the agreement for the design build for the park and mandatory requirements, at a base bid of $696,536.40. Staff is not recommending the additional $372,433.00 in lighting features provided as bid/alternates.

Background:
The adopted 2014 Parks Masterplan identified the need for an additional dog park to serve the community surrounding Westside Park. The City of Tamarac is seeking to engage a qualified proposer for the Design-Build of the Westside Dog Park project off NW 108th Terrace. The project site is approximately 0.55 acres, located within an existing City owned parcel along NW 108th Terrace, south of the Sanibel Recreation Center & Club House and west of the Devon community. The proposed elements include separate fenced areas for both large and small dogs, 5-foot concrete walking path, water fountain for dogs, pet disposal stations, covered/shaded benches, trash receptacles, landscaping, signage. Bid alternates that were proposed include: colored lighting, video surveillance, Wi-Fi and other associated elements. This project includes developing cost estimates with product

specifications, design plans with details, permitting, and construction in accordance with the terms, conditions and requirements contained in the Request for Proposal (RFP).

The Contractor shall furnish all design and construction, including labor, tools, equipment, materials, supplies, manufactured articles, furnishing all transportation and services, including fuel, power, water, essential communications, etc., as necessary to complete the project, along with all engineering, shop drawings, and other documentation necessary to obtain all applicable permits and all bonds, securities, licenses and insurance to complete the project as specified herein and within the Project Design Plans.

Procurement Review:
The Procurement Division issued RFP 25-16R for Design-Build of Westside Dog Park on May 5th, 2025. At the June 6th, 2025 bid closing, four (4) proposals were received and opened in response to the RFP. An Evaluation Committee meeting was conducted on July 28th, 2025 and the Evaluation Committee shortlisted two (2) proposers to provide Oral Presentations at a subsequent August 4th, 2025, Evaluation Committee meeting. Following the Oral Presentations by the two (2) short-listed proposers, the Evaluation Committee ranked Waypoint Contracting, Inc. (Waypoint) as the most responsible and responsive (first ranked) proposer.

The estimated timeline for Waypoint's completion is five hundred (500) days after issuance of "notice to proceed." Waypoint's cost proposal is:

• Design build for the park and mandatory requirements	$ 696,536.40
• Bid Alternates considered in the proposal	$ 372,433.00
Total Maximum cost proposal	$1,068,969.40

The recommendation is to approve the award of the $696,536.40 for the base response and not include the items included in the bid alternate.

Fiscal Impact:
$517,840.00 was included in the FY 25 Capital Improvement Plan for this project PW 25G (Acct # 310-7002-572.63-10). An appropriation of the additional funding of $178,696.40 will be included in an upcoming budget amendment for fiscal year 2025 prior to November 30, 2025.

Melissa Petron

_____

Melissa Petron
Director, Parks & Recreation Department

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND WAYPOINT CONTRACTING, INC.; FOR THE DESIGN-BUILD OF WESTSIDE DOG PARK PROJECT IN ACCORDANCE WITH REQUEST FOR PROPOSAL (RFP) NO. 25-16R FOR A CONTRACT AMOUNT OF $696,536.40; A CONTINGENCY IN THE AMOUNT OF $69,653.64 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF $766,190.04; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The project will provide a dog park at the City owned parcel at Westside Park, along NW 108th Terrace; and

WHEREAS, The proposed elements of the park shall include separate fenced areas for both large and small dogs, 5-foot concrete walking path, water fountain for dogs, pet disposal stations, covered/shaded benches, trash receptacles, landscaping, and other associated elements ; and

WHEREAS, The City recognizes that well designed and constructed parks will provide additional recreational features for the City’s residents, and will further enhance the quality of lives for these residents; and

WHEREAS, The City of Tamarac publicly advertised Request for Proposal (RFP) No. 25-16R for the Design-Build Westside Dog Park Project on May 5, 2025 incorporated herein by reference and file in the office of the City Clerk ; and

WHEREAS, Terms of RFP25-16R require the responder to furnish all design, permitting and construction (including labor, tools, equipment, materials, supplies, manufactured articles, furnishing all transportation and services, including fuel, power, water, essential communications, etc., as necessary to complete the project), along with all engineering, shop drawings, and other documentation necessary to obtain all applicable permits; and all bonds, securities, licenses and insurance to complete the project as specified within RFP25-16R and within the Project Design Plans ; and

WHEREAS, On June 6th, 2025 the City of Tamarac received and opened four (4) proposals for the Design-Build Westside Dog Park Project, from the following proposers: Alexander & Johnson Project Management, Lunacon Construction Group, SoCal Shaker Plates & Construction, and Waypoint Contracting, Inc. ; and

WHEREAS, An evaluation committee (comprised of City staff) reviewed the submitted RFP proposals and determined that Waypoint Contracting, Inc. is the most responsive and responsible proposer (Exhibit 1) that provides the best value to the City; and

WHEREAS, upon review of Waypoint Contracting, Inc.’s proposal and results of conducted background checks, it is determined that Waypoint

Contracting, Inc. possesses the skills, experience and capacity to meet the requirements for the Design-Build Westside Dog Park Project; and

WHEREAS, it is the recommendation of the Director of Parks & Recreation, Director of Financial Services, Evaluation Committee and Procurement and Contracts Manager that the appropriate City Officials award RFP No. 25-16R and execute an agreement with Waypoint Contracting, Inc. for the Design-Build Westside Dog Park Project for base bid and mandatory requirements ; and

WHEREAS, it is also the recommendation of the Director of Parks & Recreation, Director of Financial Services, Evaluation Committee and Procurement and Contracts Manager that the bid alternates proposed for RFP No 25-16R not be included in the award; and

WHEREAS, The City Commission of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of City of Tamarac to award RFP No. 25-16R and execute and agreement with Waypoint Contracting, Inc. for the Design-Build Westside Dog Park Project for a contract amount of $696,536.40; a contingency in the amount of $69,653.64 for a total project budget of $766,190.04.

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

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

SECTION 2: The City HEREBY awards RFP 25-16R to Waypoint Contracting, Inc. and approves an Agreement between the City of Tamarac and Waypoint Contracting, Inc. ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, attached hereto as Exhibit 2, to provide for the Design-Build Westside Dog Park Project.

SECTION 3: Funding for the Design-Build Westside Dog Park Project in the amount of $517,840.00 was included in the FY 25 Capital Improvement Plan for this project PW 25G (Acct # 310-7002-572.63-10). An appropriation of the additional funding of $178,696.40 will be included in an upcoming budget amendment for fiscal year 2025 prior to November 30, 2025.

SECTION 4: An expenditure in the amount not to exceed $696,536.40, and a contingency in the amount of $69,653.64 for a total project budget of $766,190.04for said purpose is hereby approved.

SECTION 5: The City Manager, or designee, are hereby authorized to approve, make changes, and initiate change orders in the amount not to exceed $69,653.64 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 agreement.

SECTION 6: 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 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: 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	_____
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

RFP-16R Design/Build for Westside Dog Park

Ranking Summary Sheet

8/4/2025

	Max	Lobban	Gorvetzian	Petron	Gallimore-Wilson	Wynter	Waterval	Total
Lunacon Construction Group		2	2	2	2	2	2	12
Waypoint Contracting, Inc.		1	1	1	1	1	1	6

Note: 1- represents first ranked; 2- represents second highest rank

Evaluation Committee recommended award to **Waypoint Contracting, Inc.**

Evaluators' Signature for 8-4-25 meeting ranking:

Marlon Lobban

James Gorvetzian

Melissa Petron

Damena Gallimore-Wilson

Ann Harris-Wynter

Christina Waterval

Purchasing facilitator: Horace McHugh

RFP-16R Design/Build for Westside Dog Park
Evaluation Summary Sheet

Alexander & Johnson Project Mgmt.	Max	Lobban	Gorvetzian	Petron	Gallimore-Wilson	Wynter	Waterval	Average
Quality of Response	25	15	16	20	22	22	16	
Services to be provided	25	15	20	23	22	24	20	
Qualifications of responder	35	20	25	25	30	30	25	
Price	15	14	14	14	14	14	14	
Total	100	64	75	82	88	90	75	
Bonus: Local/CBE/Veterans	5							
Bonus: Conviction History Policy	1							
Total with Bonus		64	75	82	88	90	75	79

Lunacon Construction Group	Max	Lobban	Gorvetzian	Petron	Gallimore-V	Wynter	Waterval	
Quality of Response	25	20	22	25	24	25	22	
Services to be provided	25	20	24	24	23	24	23	
Qualifications of responder	35	30	30	34	32	33	25	
Price	15	10	10	10	10	10	10	
Total	100	80	86	93	89	92	80	
Bonus: Local/CBE/Veterans	5	0	0	0	0	0		
Bonus: Conviction History Policy	1							
Total with Bonus		80	86	93	89	92	80	86.6667

Evaluators' Signature for 7-28-25 meeting scores:

Page 1 of 2	Lobban		Gallimore-Wilson
	Gorvetzian		Wynter
	Petron		Waterval

RFP-16R Design/Build for Westside Dog Park

Evaluation Summary Sheet

SoCal Shaker Plates & Construction	Max	Lobban	Gorvetzian	Petron	Gallimore-V	Wynter	Waterval	
Quality of Response	25	10	10	0	0	0	10	
Services to be provided	25	10	5	0	0	10	10	
Qualifications of responder	35	10	5	0	0	10	10	
Price	15	15	15	15	15	15	15	
Total	100	45	35	15	15	35	45	
Bonus: Local/CBE/Veterans	5	0	0	0	0	0	0	
Bonus: Conviction History Policy	1	0	0	0	0	0	0	
Total with Bonus		45	35	15	15	35	45	31.6667

Waypoint Contracting, Inc.	Max	Lobban	Gorvetzian	Petron	Gallimore-V	Wynter	Waterval	
Quality of Response	25	25	20	25	25	23	24	
Services to be provided	25	20	23	25	23	24	23	
Qualifications of responder	35	30	29	30	33	34	27	
Price	15	13	13	13	13	13	13	
Total	100	88	85	93	94	94	87	
Bonus: Local/CBE/Veterans	5	0	0	0	0	0	0	
Bonus: Conviction History Policy	1	0	0	0	0	0	0	
Total with Bonus		88	85	93	94	94	87	90.1667

Evaluators' Signature for 7-28-25 meeting scores:

Page 2 of 2	Lobban		Gallimore-Wilson
	Gorvetzian		Wynter
	Petron		Waterval

AGREEMENT BETWEEN
THE CITY OF TAMARAC
AND
WAYPOINT CONTRACTING, INC.
for Design/Build of Westside Dog Park

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 Waypoint Contracting, Inc., a corporation with principal offices located at 7925 NW 12th Street, Suite 321, Doral, Florida 33126 (the "Contractor") to provide for construction services to Design/Build Westside Dog Park.

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. 25-16R for "Design-Build Westside Dog Park Project", issued by the City of Tamarac on May 5th, 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 June 12th, 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 25-16R for "Design-Build Westside Dog Park Project" as issued by City, and the contractor's bid response; Bid 25-16R for "Design-Build for Westside Dog Park" as issued by City shall take precedence over 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, Contractor shall execute and furnish the City a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.

4.2 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 Contractor 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 Section 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 Contractor's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Five Hundred and Forty (540)** 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 **Five Hundred_(500)** calendar days from issuance of City's Notice to Proceed.

5.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such

delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder 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 Six Hundred Ninety Six Thousand, Five Hundred Thirty-Six Dollars & Forty Cents ($696,536.40).

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 **Four Hundred Dollars and Zero Cents ($400.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against the Contractor in the amount of **Two Hundred Dollars ($200.00)** 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 (Final Completion) of the project and approval of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

14. INDEMNIFICATION

14.1 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 Section 768.28, as amended from time to time.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

15.1 During the performance of the Agreement, 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: Waypoint Contracting, Inc.
Address: 7925 NW 12th Street; Suite 321, Doral, Florida 33126
FIN/EIN:81-4602789
Contract Licensee: CGC1519415
Contact: Jorge Lopez, President
Email: jlopez@waypointci.com; info@waypointci.com
Phone: (786) 472-6716 / (786) 608-1406
Fax:

19. TERMINATION

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

19.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such

neglect or failure shall continue for a period of thirty (30) 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 – SECTIONS 287.135 AND 215.473

By execution of this Agreement, in accordance with the requirements of F.S. Section 287.135 and F.S. Section 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a

company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

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

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

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

28.2.2 Is engaged in business operations in Syria.

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

29. PUBLIC RECORDS

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

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

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

29.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the City.

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

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

32. **AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Pursuant to section 787.06(13), Florida Statutes, Contractor agrees to certify, by affidavit, that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Contractor hereby agrees to execute the affidavit, attached hereto and incorporated herein.

33**. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

For purposes of this Agreement, the term "governmental entity" has the same meaning as in section 287.138(1), Florida Statutes. Section 287.138, Florida Statutes, requires governmental entities to ensure that contractors/consultants execute an affidavit regarding foreign entities. Contractor hereby agrees to execute the affidavit, attached hereto and incorporated herein.

Remainder of Page Intentional 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 / Owner duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President / Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President / Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF :
:SS
COUNTY OF :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, President of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of , 20 .

Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

ENTITY

Date: _____, 20___ Signed: _____
Entity: _____ Name: _____
Title: _____

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Fla. Stat.)

2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Fla. Stat.)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Fla. Stat.)

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

ENTITY

Date: _____, 20___ Signed: _____
Entity: _____ Name: _____
Title: _____

APPENDIX A – PRICING
for
DESIGN/BUILD WESTSIDE DOG PARK

WAYPOINT CONTRACTING , INC				
CITY OF TAMARAC				
NW 108 DOG PARK				
DESIGN BUILD SCHEUDLE OF VALUES				
Proposal Date 7/12/2025				
DIVISION 01A - DESIGN FESS				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Design Fee and Construction Administration	1	LS	$ 67,500.00	$ 67,500.00
Pre Construction requirement (Geotech report, surveys report, Percolation tests)	1	LS	$ 15,250.00	$ 15,250.00
SUBTOTAL - DESIGN REQUIREMENTS				**$ 82,750.00**
DIVISION 01C - GENERAL REQUIREMENTS				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Project Management, supervision & administration	1	LS	$ 79,885.00	$ 79,885.00
Staging area and preparation, mobilization	1	LS	$ 4,500.00	$ 4,500.00
Site Facilities and Temp fence	1	LS	$ 7,200.00	$ 7,200.00
Temporary utilities and utilities connections	1	LS	$ 3,200.00	$ 3,200.00
Temporary , toilets, cleaning ,trash removals, dumpsters, and final cleaning	1	LS	$ 4,750.00	$ 4,750.00
SUBTOTAL - GENERAL REQUIREMENTS				**$ 99,535.00**
DIVISION 01: PROJECT SPECIFIC REQUIREMETS				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Surveying, layouts and as-builts	1	LS	$ 7,865.00	$ 7,865.00
Site utilities locates	1	LS	$ 2,100.00	$ 2,100.00
Field and material testing	1	LS	$ 4,750.00	$ 4,750.00
Maintenance of Traffic, cones	1	LS	$ 3,200.00	$ 3,200.00
SUBTOTAL - PROJECT SPECIFIC REQUIREMENTS				**$ 17,915.00**
DIVISION 03: CONCRETE				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Reinforced concrete footings	1	LS	$ 7,800.00	$ 7,800.00
.				**$ 7,800.00**
DIVISION 12: SITE FURNISHINGS				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Trash Receptacles (4)	1	LS	$ 5,200.00	$ 5,200.00
Site Benches with backs (4)	1	LS	$ 6,850.00	$ 6,850.00
Pet Fountian with Water filing bottle (2)	1	LS	$ 14,750.00	$ 14,750.00
Dog Park Signage	1	LS	$ 1,650.00	$ 1,650.00
Dog Waste dispenser (4)	1	LS	$ 2,900.00	$ 2,900.00
Dog post leach (2)	1	LS	$ 1,500.00	$ 1,500.00
Dog wash Stations (2)	1	LS	$ 5,200.00	$ 5,200.00
Labor to install furnishings	1	LS	$ 4,355.00	$ 4,355.00
Shade Covers 12x 8 (2)	1	LS	$ 19,500.00	$ 19,500.00
SUBTOTAL -SITE FURNISHINGS				**$ 61,905.00**
DIVISION 23: PLUMBING				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Plumbing works for fountain installation	1	LS	$ 4,400.00	$ 4,400.00
SUBTOTAL - PLUMBING				**$ 4,400.00**
DIVISION 26: ELECTRIC				
Description	**Qty**	**Unit**	**Unit Price**	**Total Price**
Electrical works and FPL Service and distribution	1	LS	$ 45,800.00	$ 45,800.00
Site Lighting pole and bases	1	LS	$ 25,800.00	$ 25,800.00
Lightning Protection, including fence grounding	1	LS	$ 7,200.00	$ 7,200.00
SUBTOTAL - ELECTRIC				**$ 78,800.00**

DIVISION 31/33: EARTHWORKS & UTILITIES				
Description	Qty	Unit	Unit Price	Total Price
Storm water management and erosion control	1	LS	$ 7,600.00	$ 7,600.00
Clearing and grubbing	1	LS	$ 21,500.00	$ 21,500.00
Earthwork , Subgrades construction and final grading	1	LS	$ 32,500.00	$ 32,500.00
Drywells	1	LS	$ 3,300.00	$ 3,300.00
Water Tap and connections	1	LS	$ 21,500.00	$ 21,500.00
Directional Borings	1	LS	$ 24,850.00	$ 24,850.00
SUBTOTAL - EARTHWORK & UTILITIES				**$ 111,250.00**
DIVISION 32 Site Paving & STRIPPINGS				
Description	Qty	Unit	Unit Price	Total Price
Concrete tails 6" thick	1	LS	$ 22,985.00	$ 22,985.00
Asphalt restoration	1	LS	$ 4,850.00	$ 4,850.00
SUBTOTAL - Site Paving& STRIPPING				**$ 27,835.00**
DIVISION 32 EXTERIOR IMPROVEMENTS				
Site Fence and Access gates	1	LS	$ 48,500.00	$ 48,500.00
Irrigation works and controllers	1	LS	$ 18,500.00	$ 18,500.00
Landscape and shrubs (minimum per code)	1	LS	$ 22,500.00	$ 22,500.00
Turff and sod & Restoration	1	LS	$ 5,700.00	$ 5,700.00
SUBTOTAL - EXTERIOR IMPROVEMENTS				**$ 95,200.00**
ESTIMATE SUB TOTAL				**$ 587,390.00**
CONTRACTOR OVERHEAD & FEES				**$ 87,500.00**
PERFORMANCE & PAYMENT BONDS, INSURANCES & BUILDERS RISK				**$ 14,750.00**
DESIGN BUILD SUB TOTAL				**$ 689,640.00**
Allow Art in Public Place			**1.00%**	**$ 6,896.40**
GRAND TOTAL				**$ 696,536.40**

BID ALTERNATES			
#1 : COLORED LIGHTING SYSTEM	**ADD**	**$**	**27,500.00**
#2 : ENGO SOLAR POWERED BOLLARDS	**ADD**	**$**	**45,125.00**
#3 : ENGO LEAF SOLAR POWERED LIGHT POLES	**ADD**	**$**	**67,600.00**
#4 : PUBLIC WIFI SYSTEM	**ADD**	**$**	**24,000.00**
#5 : SOLAR POWERED , CELUAR KNIGHTSCAPE EMERGENT PHONE	**ADD**	**$**	**58,650.00**
#6 :VIDEO SURVELLIANCE	**ADD**	**$**	**52,633.00**
#7 : MOMUNMENT SIGNAGE (NON DIGITAL)	**ADD**	**$**	**16,300.00**
#7 : MOMUNMENT SIGNAGE (DIGITAL BY BARON SIGNS)	**ADD**	**$**	**80,625.00**

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Germania Roman

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14309 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a Broward Sheriff's office permit application for special details and authorizing the appropriate City Officials to execute the permit application for police services to be used by the Parks and Recreation department; approving funding from the appropriate parks and recreation accounts; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Parks and Recreation recommends authorizing an additional appropriation for Broward Sheriff's Office detail for Parks and Recreation in the amount not to exceed $40,000 to be included in a future budget amendment. This will ensure continued police services for City parks, programs, and special events throughout the remainder of Fiscal Year 2025; and that this item be placed on the August 27, 2025 City Commission Agenda.

BACKGROUND:

To maintain a safe and secure environment at parks, recreation facilities, programs, and events, the Parks and Recreation Department contracts with BSO for detail officers. The original FY 2025 purchase order was based on projected needs; however, the following factors have contributed to increased usage and costs:

- A rise in the number of special events and commission initiatives requiring police presence
- An increase in the hourly rate for BSO detail officers
- Continued need for coverage at summer camp

programs and large-scale public events

As a result, the total cost of services is expected to exceed the originally approved $107,000. An additional $40,000 is requested to meet departmental needs through the end of FY 2025

STRATEGIC GOALS: Goal #2 : Tamarac is Safe and People Know It

ATTACHMENTS:

TR 14309 MEMO BSO Services for Parks Detail FY 25.docx
TR 14309 RESO BSO Services for Parks Detail FY25.doc
TR 14309 Exhibit 1 City of Tamarac Resolution R-2024-095.pdf

City of Tamarac
Interoffice Memorandum
Parks & Recreation Department

To: **Levent Sucuoglu, City Manager**

Thru: Maxine Calloway, Deputy City Manager

Thru: Christine Cajuste, Financial Services Director

From: Melissa Petron, Director of Parks & Recreation

Date: August 4, 2025

Re: **TR # 14309: Request for authorizing an additional appropriation for BSO detail for Parks and Recreation in the amount not to exceed $40,000 to be included in a future budget amendment - City Commission Meeting-August 27, 2025**

Recommendation:

The Director of Parks and Recreation recommends authorizing an additional appropriation for Broward Sheriff's Office detail for Parks and Recreation in the amount not to exceed $40,000 to be included in a future budget amendment. This will ensure continued police services for City parks, programs, and special events throughout the remainder of Fiscal Year 2025; and that this item be placed on the August 27, 2025 City Commission Agenda.

Issue:

Resolution R-2024-095 authorized the City to execute a BSO Special Detail Permit Application for an amount not to exceed $107,000 for FY 2025 (October 1, 2024 – September 30, 2025). This amount has now been fully expended.

Background:

To maintain a safe and secure environment at parks, recreation facilities, programs, and events, the Parks and Recreation Department contracts with BSO for detail officers. The original FY 2025 purchase order was based on projected needs; however, the following factors have contributed to increased usage and costs:

- A rise in the number of special events and commission initiatives requiring police presence
- An increase in the hourly rate for BSO detail officers
- Continued need for coverage at summer camp programs and large-scale public events

As a result, the total cost of services is expected to exceed the originally approved $107,000. An additional $40,000 is requested to meet departmental needs through the end of FY 2025.

Fiscal Impact:

Sufficient funding is available to cover this request:

Account #001-7010-572-3407 (Contractual Services – Police/Security)

Account #001-7010-572-5707 (Summer Camp – Contractual Services)
Account #001-7010-572-5701 (July 4th Celebration)
Account #001-7010-572-5700 (Events)

These accounts will be used to allocate expenses based on the specific program or service supported by the BSO detail.

Melissa Petron
_____
Melissa Petron

Approved _____
Not Approved _____

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A BROWARD SHERIFF'S OFFICE PERMIT APPLICATION FOR SPECIAL DETAILS AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PERMIT APPLICATION FOR POLICE SERVICES TO BE USED BY THE PARKS AND RECREATION DEPARTMENT; APPROVING FUNDING FROM THE APPROPRIATE PARKS AND RECREATION ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on September 28, 2020, the City Commission of the City of Tamarac, Florida, approved an Agreement for Police Services between the City of Tamarac and the Broward Sheriff's Office for a five-year period with the option for one five-year renewal effective October 1, 2020, through September 30, 2025, approved by Resolution R-2020-093; and

WHEREAS, Section 36 c. of the Agreement, Special Details Services, provides that

the Broward Sheriff's Office is authorized to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours; and

WHEREAS, the original FY 2025 purchase order was based on projected needs; however, different factors have contributed to increased usage and costs; and

WHEREAS, a rise in the number of special events and commission initiatives requiring police presence, an increase in the hourly rate for BSO detail officers and a continued need for coverage at summer camp programs and large-scale public events; and

WHEREAS, resolution R-2024-095 authorized the City to execute a BSO Special Detail Permit Application for parks and special event detail for an amount not to exceed $107,000 for FY 2025 (October 1, 2024 – September 30, 2025). This amount has now been fully expended; and

WHEREAS, the Director of Parks and Recreation recommends approving funding from the appropriate Parks and Recreation accounts for Broward Sheriff's Office detail in the amount not to exceed $40,000.

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 hereby incorporated herein by this

reference.

SECTION 2: The City Commission hereby approves the Parks and Recreation Department at the City of Tamarac to use the special detail police services of BSO to maintain safety within our parks and recreation facilities, programs and events in an amount not to exceed $40,000 in Fiscal Year 2025. The appropriate City officials are further authorized to execute the necessary special detail permit applications as may be necessary.

SECTION 3: Funding for this service will be from the appropriate Parks and Recreation accounts entitled “Other Contractual Services – Police Protection”.

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, 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	_____
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

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024-095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A BROWARD SHERIFF'S OFFICE PERMIT APPLICATION FOR SPECIAL DETAILS AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PERMIT APPLICATION FOR POLICE SERVICES TO BE USED BY THE PARKS AND RECREATION DEPARTMENT IN AN AMOUNT NOT TO EXCEED $107,000 IN FISCAL YEAR 25, BEGINNING OCTOBER 1, 2024 TO SEPTEMBER 30, 2025; APPROVING FUNDING FROM THE APPROPRIATE PARKS AND RECREATION ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on September 28, 2020, the City Commission of the City of Tamarac, Florida, approved an Agreement for Police Services between the City of Tamarac and the Broward Sheriff's Office for a five-year period with the option for one five-year renewal effective October 1, 2020, through September 30, 2025, approved by Resolution R-2020-093; and

WHEREAS, Section 36 c. of the Agreement, Special Details Services, provides that the Broward Sheriff's Office is authorized to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours; and

WHEREAS, per paragraph 8 of the Terms and Conditions of the Permit Application (Exhibit 1) for Special Details, attached hereto as Exhibit "1", the minimum charge for each deputy sheriff on any Special Detail will be for three (3) hours of service, at the detail charge listed per hour and specialized or motorized detail equipment will incur additional charges as noted on page 7 of the Terms and Conditions of the Permit Application for Special Details; and

WHEREAS, in an effort to maintain safety in our parks and recreation facilities, programs, and events, certain police services are required by the Parks and Recreation Department; and

WHEREAS, the Broward Sheriff's Office has been providing such needed services to Parks and Recreation as required; and

WHEREAS, funds exist in the appropriate Parks and Recreation accounts entitled "Other Contractual Services - Police Protection"; and

WHEREAS, the Parks and Recreation Assistant Director and the Purchasing Manager recommend approval and execution of a Broward Sheriff's Office Permit Application for Special Details, to be used by the Parks and Recreation Department for police services at City of Tamarac parks and recreation facilities, programs and events in an amount not to exceed $107,000 in FY 25; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and execute a Broward Sheriff's Office Permit Application for Special Details to be used by the Parks and Recreation Department for police services at City of Tamarac parks and recreation facilities, programs and events in an amount not to exceed $107,000 in FY 25.

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 hereby incorporated herein by this reference.

SECTION 2: The City Commission hereby approves the Parks and Recreation Department at the City of Tamarac to use the special detail police services of BSO to maintain the safety within our parks and recreation facilities, programs and events in an amount not to exceed $107,000 in Fiscal Year 2025. The appropriate City officials are further authorized to execute the necessary special detail permit applications as may be necessary.

SECTION 3: Funding for this service will be from the appropriate Parks and Recreation accounts entitled "Other Contractual Services – Police Protection".

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.

"The remainder of this page is left blank intentionally"

PASSED, ADOPTED AND APPROVED this 25th day of SEPTEMBER, 2024.

Michelle J. Gomez
MICHELLE J. GOMEZ
Mayor

ATTEST:

Kimberly Dillon
KIMBERLY DILLON, CMC
CITY CLERK

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

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

HANS OTTINOT
CITY ATTORNEY

PERMIT NUMBER: 7870 ~~59-10-39552~~

APPLICATION FOR OFF-DUTY PERMIT

All services provided by the Broward Sheriff's Office ("BSO") within the scope of special detail permits are regulated by applicable Florida Statutes, Broward County Ordinances, BSO General Orders/Directives and training. It is understood that this is a non-binding agreement on BSO as **there is no guarantee that the requested off-duty permit will be staffed.** Every effort will be made to provide staffing for your event; however, if your special details permit is not staffed, we will reimburse the payment or credit the account.

Special Detail requests must be received a minimum of ten (10) business days prior to the event unless exigent circumstances apply as determined by the Special Detail office. **Requests for service with less than 10 business days' notice may require the premium rate as determined by the Special Details Office Manager.**

To cancel an off-duty permit during regular business hours, you must send an email to Special_Details@sheriff.org **All requests must be in writing. Cancellations received with less than 24 hours' notice of the event will be subject to a 3-hour minimum charge per deputy.** The Detail Office regular business hours are 8:00 am - 4:30 pm Monday-Friday and closed on weekends and holidays. In case of an emergency, Permittee may call the manager of Special Details at 954-635-7989.

Hourly Rates (3 Hour Minimum per Deputy) **Eff. 10/05/2024**			Payment Methods Upon Receipt of Cost Est. or Invoice
Regular	Premium		• Check or Money Order made payable to:
$74.00	$96.00	Deputy	Broward Sheriff's Office PO Box 9507 Ft Lauderdale, FL 33310
$81.00	$103.00	Sergeant	
$0.00	$110.00	Lieutenant	• Credit Card
$34.00	$47.00	CSA	
Holidays are billed at the Premium Rate			Note: Checks with a P.O Box are not accepted. *Florida Statute 30.51 requires payment be received prior to the performance of off-duty law enforcement services.*
* Martin Luther King * Super Bowl Sunday * President's Day * St Patrick's Day * Easter * Cinco de Mayo * Memorial Day * 4th of July * Labor Day * Halloween * Veteran's Day * Thanksgiving Day * Day after Thanksgiving * Christmas Eve * Christmas Day * New Year's Eve * New Year's Day			***Rates subject to change as noted by the FRS contribution rate***

Permittee agrees to complete a new permit application annually to continue Special Detail services. Either party may terminate this permit by providing the other party with written notice. All unpaid fees and charges for services performed shall still be due and payable after said termination. Accounts thirty (30) days in the rears will be subject to finance charges at the maximum legal rate.

Pursuant to Florida Statutes Section 30.2905, Permittee acknowledges its responsibility for the acts or omissions of deputies while performing services for the Permittee and agrees to indemnify and hold harmless the Sheriff, BSO, its employees, and agents against any, and all liability, costs, expenses, attorney's fees, or damages arising from any claim, demand, cause of action, or lawsuit resulting or arising from, either directly or indirectly, services provided under this Permit Application. *If Perimittee is a political subdivision of the State of Florida and is entitled to the privileges and protection of Ch. 768.28, Florida Statutes, then each party agrees to be responsible for the negligent acts or omissions of its employees, Nothing herein is intended as a waiver of sovereign immunity.*

The parties agree that BSO may amend the terms and conditions of this agreement and permit by providing the Permittee with thirty (30) days written notice of the changed terms. In the event the BSO has to take legal action to enforce this Permit Application, Permittee agrees to pay BSO's costs and attorney's fees, including the costs of any appeal.

One Sergeant will be required for every five (5) deputies. A lieutenant may be required for large events
Please call for more information.

BSO Special Details Unit Office Phone (954) 831-8199* Email: Special_Details@sheriff.org*

Business Name: City of Tamarac Tax ID or DL Number: 59-1039552

Full Legal Name: City of Tamarac Phone Number: 954-597-3620

Mailing Address: 7525 N.W. 88 Ave City, State, Zip Code: Tamarac, FL 33321

Email Address: Melissa.Petron@tamarac.org

Address where Special Detail will be Performed: Various City parks located in Tamarac City: Tamarac

Starting Date: 10/05/2024 Ending Date: 09/30/2025

Hours to be Worked: varies as needed To _____ *(3-hour minimum applies)*

Type of Service Requested: *(Traffic, Security, Escort)* Traffic, security

Emergency Point of Contact: Melissa Petron Phone Number: 954-270-6257

Will Alcohol be Served? ***Copy of Liquor License Required*** ○ Yes ◉ No Expected Number of People Attending: various

Specific Instructions for Deputies:

Type of Issues you are Experiencing:

* Is there anyone on site to sign off on invoice receipt? ○ Yes ◉ No
If "Yes" to above, provide the first and last name of person signing off on the invoice: _____

* Is there a place to leave a copy of the invoice? ◉ Yes ○ No *If "Yes", location for the copy?* 6001 Nob Hill Rd. Tamarac, 33321

* I am requesting a copy of the invoice to be: ◉ Mailed ○ Emailed

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE TERMS AND CONDITIONS. I AM AUTHORIZED TO SIGN ON BEHALF OF THE ENTITY LISTED BELOW:

Legal Name of Entity: City of Tamarac

By (signature): _____

Print Name and Title of Person Signing: Levent Sucuoglu City Manager Date Signed: 08/27/2024

**********LAW ENFORCEMENT REVIEW AND APPROVAL **********

Approved by: Jennifer Sucher Date: 9/30/24

Denied by: _____ Date: _____

Notes:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Germania Roman

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14312

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14312 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No.25-29D and approving an agreement with Kimley Horn & Associates for the design of the Colony West Golf Club- Champs course irrigation replacement project in accordance with task authorization No. 25-29D for a contract amount of $93,570.00; a contingency in the amount of $4,678.50 (5%) will be added to the account for a total project budget of $98,248.50; as authorized by resolution No. R2022-138, for an amount not exceed $98,248.50; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

I recommend the City Commission approve the execution of Task Authorization No. 25-29D with Kimley Horn and Associates, Inc. to provide professional Design services for the design of the Colony West Golf Club Champs Course Irrigation Renovation Project for an amount not to exceed $98,248.50. The Task Authorization includes a Design phase and a Construction Administration phase. The Design portion, costing $48,300.00, will include preparation of detailed plans and specifications and permitting. The permitting & construction Documents, including Architectural, Engineering Landscape Architecture and Surveying Services engineering services during construction, will be $45,270.00 and will be utilized on an as-needed basis for a base contract cost of $93,570.00. A 5% contingency ($4,678.00) is included for the Construction Administration phase and will only be used if Kimley-Horn and Associates is required by the City to do additional services that are outside the scope of this Task Authorization. This Task Authorization is being requested in

accordance with the City's Continuing Services Agreement authorized by Resolution No. R-2022-138, for an amount not-to-exceed $98,248.50; and this item will be placed on the August 27, 2025, Commission Meeting Agenda.

BACKGROUND:

The City of Tamarac Parks & Recreation Department has invested significant time, effort, and financial resources toward maintaining and enhancing the Champs Course at Colony West Golf Course. Despite these efforts, the existing irrigation infrastructure has significantly exceeded its expected service life and is no longer functioning at an optimal level.

Ongoing issues such as frequent system breakdowns, inefficient water distribution, and insufficient coverage have not only hindered the quality and playability of the course but have also led to an increase in maintenance costs. These challenges have made it increasingly difficult to uphold the high standards our community expects and deserves.

To Address these concerns, the implementation of a modern and efficient irrigation system is essential. Upgrading the current system will promote long-term sustainability, improve water conservation practices and ensure healthier, more consistent turf conditions throughout the course. This investment will ultimately enhance the overall golfing experience for both residents and visitors, supporting Tamarac's commitment to excellence always.

Kimley Horn & Associates was selected as one of the City's engineering consultants under the Continuing Services (CCNA) Agreement. "RFQ #22-01Q Continuing services for Architectural, Engineering, Landscape Architecture and Surveying Services" Task Authorization No. 25-29D is allowable pursuant to Florida Statute 287.055 under the City's Consultant Services Agreement since the construction cost is anticipated to be less than $5,000,000.

The approval of Task Authorization No. 25-29D to Kimely Horn & Associates., will allow us to design this project.

Contract Summary:

Scope of Project: Colony West Golf Club – Champs Course Irrigation Design

Type of Project: Site data collection, Champs Course irrigation design, Construction documents preparation, permitting - $48,300.00, Construction administration - $45,270.00

Contractor: Kimley Horn & Associates

Contractor Location: Plantation, Florida

Contract Cost: $48,300 for site data collection, irrigation design, preparation of construction documents and permitting; $45,270 for Construction Administration; and a 5% contingency ($4,678.50); for a total project budget of $98,248.50.00.

ISSUE:

Approval of Task Authorization No. 25-29D with Kimley Horn and Associates is required to proceed with the professional design and construction administration services for the Champs Course Irrigation Renovation Project at Colony West Golf Club. The total cost for proposed services is not to exceed $98,248.50.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

Temp. Reso # 14312 MEMO Colony West Golf Club Irrigation revised.docx
Temp. Reso # 14312 RESO Colony West Golf Course Irrigation REVISED.docx
Temp. Reso #14312 Exhibit 1 Task Auth .No. TA #25-29D City of Tamarac - Champs Course Irrigation Colony West Golf Club_R1.pdf

City of Tamarac
Interoffice Memorandum
Parks and Recreation Department

To: Levent Sucuoglu, City Manager

Thru: Maxine A. Calloway, Deputy City Manager

Thru: Mustafa Albassam, Director of Public Services

From: Melissa Petron, Director of Parks & Recreation

Date: August 12th, 2025

Re: TR No.14312 – Professional Design Services for the Colony West Golf Club- Champs Course Irrigation Renovation Project. Task Authorization No. 25-29D

Recommendation:
I recommend the City Commission approve the execution of Task Authorization No. 25-29D with Kimley Horn and Associates, Inc. to provide professional Design services for the design of the Colony West Golf Club Champs Course Irrigation Renovation Project for an amount not to exceed $98,248.50. This Task Authorization is being requested in accordance with the City's Continuing Services Agreement authorized by Resolution No. R-2022-138 and this item to be placed on the August 27, 2025, Commission Meeting Agenda.

Issue:
Approval of Task Authorization No. 25-29D with Kimley Horn and Associates is required to proceed with the professional design and construction administration services for the Champs Course Irrigation Renovation Project at Colony West Golf Club. The total cost for proposed services is not to exceed $98,248.50.

Background:
The City of Tamarac Parks & Recreation Department has invested significant time, effort, and financial resources toward maintaining and enhancing the Champs Course at Colony West Golf Course. Despite these efforts, the existing irrigation infrastructure has significantly exceeded its expected service life and is no longer functioning at an optimal level.

Ongoing issues such as frequent system breakdowns, inefficient water distribution, and insufficient coverage have not only hindered the quality and playability of the course but have also led to an increase in maintenance costs. These challenges have made it increasingly difficult to uphold the high standards our community expects and deserves.
To Address these concerns, the implementation of a modern and efficient irrigation system is essential. Upgrading the current system will promote long-term sustainability,

improve water conservation practices and ensure healthier, more consistent turf conditions throughout the course. This investment will ultimately enhance the overall golfing experience for both residents and visitors, supporting Tamarac's commitment to excellence always.

Kimley Horn & Associates was selected as one of the City's engineering consultants under the Continuing Services (CCNA) Agreement." RFQ #22-01Q Continuing services for Architectural, Engineering, Landscape Architecture and Surveying Services" Task Authorization No. 25-29D is allowable pursuant to Florida Statute 287.055 under the City's Consultant Services Agreement since the construction cost is anticipated to be less than $5,000,000.

The approval of Task Authorization No. 25-29D to Kimely Horn & Associates., will allow us to design this project.

Contract Summary:

Scope of Project:	Colony West Golf Club – Champs Course Irrigation Design
Type of Project:	Site data collection, Champs Course irrigation design, Construction documents preparation, permitting - $48,300.00 Construction administration - $45,270.00
Contractor:	Kimley Horn & Associates
Contractor Location:	Plantation, Florida
Contract Cost:	$48,300 for site data collection, irrigation design, preparation of construction documents and permitting; $45,270 for Construction Administration; and a 5% contingency ($4,678.50); for a total project budget of $98,248.50.00.

Fiscal Impact

Funding for the project exists in Project Number GC25A, in Account Number 310-7002-572.63-13 with an available balance of $6,050,000.

Melissa Petron

Melissa Petron

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID NO.25-29D AND APPROVING AN AGREEMENT WITH KIMLEY HORN & ASSOCIATES FOR THE DESIGN OF THE COLONY WEST GOLF CLUB-CHAMPS COURSE IRRIGATION REPLACEMENT PROJECT IN ACCORDANCE WITH TASK AUTHORIZATION NO. 25-29D FOR A CONTRACT AMOUNT OF $93,570.00; A CONTINGENCY IN THE AMOUNT OF $4,678.50 (5%) WILL BE ADDED TO THE ACCOUNT FOR A TOTAL PROJECT BUDGET OF $98,248.50; AS AUTHORIZED BY RESOLUTION NO. R2022-138, FOR AN AMOUNT NOT EXCEED $98,248.50; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is committed to the continued improvement and maintenance of public recreational facilities, including the Colony West Golf Club; and

WHEREAS, the Colony West Golf Course has served the City for decades from 1971; and

WHEREAS, the existing irrigation infrastructure at the Champs Course has exceeded its useful service life, leading to frequent repairs, insufficient water usage, and reduced operational efficiency; and

WHEREAS, City staff have identified the need to replace the outdated irrigation system to ensure the health and sustainability of the golf course turf, improve water conservation efforts, and enhance the overall experience for

patrons; 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 accept and execute Tak Authorization No. 25-29D (a copy of which is attached hereto "Exhibit 1") with Kimly Horn & Associates to provide engineering services for the design and bidding assistance along with engineering services during construction of the Colony West Golf Club Irrigation Replacement Project for the Colony West Golf Course Irrigation project for a contract amount of $93,570.00; a contingency in the amount of $4,678.00, for a total project budget of $98,248.50.

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 approves Task Authorization No.25-29D and authorizes the appropriate City Officials to execute Task Authorization No. 25-29D with Kimly Horn & Associates to provide engineering services for design and bidding assistance along with engineering services during construction of the Colony West Golf Course Irrigation Replacement Project, in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No R-2022-138 on December 14, 2022, for an amount not to exceed $98,248.50.

SECTION 3: The City Manager, or his designee, is hereby authorized to approve and initiate change orders not to exceed $65,000 per Section 6-147 of the City Code, and close the contract award including, but not limited to, making final payment within the terms and conditions of the contract and within the contract

price.

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

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

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

Kimley»Horn

August 11th, 2025

Christopher Lyle
Capital Projects Manager – Public Services Department
City of Tamarac
6011 Nob Hill Road
Tamarac, FL, 33321
Via email: christopher.lyle@tamarac.com

Re: ***Colony West Golf Club – Champs Course Irrigation Renovation***
City of Tamarac – Broward County, Florida
Task Authorization No. 25-29D for Professional Design Services

Dear Mr. Lyle:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "Prime Consultant, "We" or "Kimley-Horn"), in connection with the City of Tamarac's **"RFQ #22-01Q Continuing Services for Architectural, Engineering, Landscape Architecture and Surveying Services"** is pleased to submit this proposal to the City of Tamarac (hereinafter referred to as "Client" or "City") to provide professional design services associated with the **Champs Course Irrigation Renovation Project at Colony West Golf Club**. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

The City of Tamarac intends to renovate the existing Champs Course irrigation system at Colony West Golf Club in Tamarac, Florida (6850 NW 88th Ave, Tamarac, FL 33321), and has requested Kimley-Horn provide services as "Prime Consultant" for professional project management, irrigation design, permitting and limited bid phase. It is also understood that under this agreement, Kimley-Horn will retain sub-consultants to provide professional Golf Course Irrigation design services for the project.

The following list is an outline of the desired improvements within the existing course footprint:

- Removal and replacement of existing course irrigation system (irrigation spray heads, lateral lines, mainlines, valves, pump station and canal intake line)

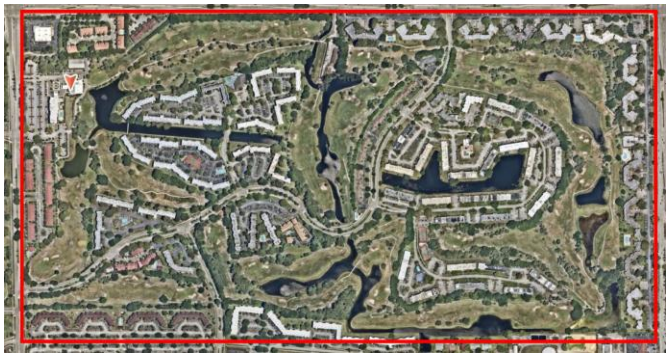


Exhibit A: Project Limits

PROJECT ASSUMPTIONS

The scope of services is based on the following assumptions:

- This scope of services is limited to irrigation design, permitting, limited bidding and project management services for the Colony West Champs Course only. Upon request from the City, professional Landscape Architectural (planting design), Civil Engineering, Golf Course Architectural Design and/or Construction Phase services can be provided as an additional service.
- This scope of services assumes that topographic, sub-surface utility and/or boundary survey is not required for the proposed improvements. Plans shall be produced with an aerial base map overlay in conjunction with available golf course as built / record drawings. City shall provide available as-built, ATLAS and other pertinent record drawings to the consultant and sub-consultant teams.
- This scope of services assumes that a Planning and Zoning and/or DRC level review by the City of Tamarac Planning and Zoning Board is not required. If a Site Plan / DRC Level review is determined to be required or requested by the City during the course of the project, additional services will be required.
- This scope does not include easement acquisition services or easement recording services
- Off-site roadway work is not included in this scope of services.
- All site contamination issues, groundwater contamination, and monitoring are the responsibility of the City. Assessment services, remediation design, and regulatory assistance related to site contamination are not included in this scope of services.
- Platting is not required.
- The existing golf course clubhouse and surface parking lot shall remain. Improvements for this scope of work are limited to the Champs Course footprint identified in the project understanding.
- Traffic engineering services are not required.
- Renovations to existing maintenance facilities are not included in this scope of services.
- It is anticipated that any soil disturbed by the project will be retained on-site. If any soil is disposed of off-site, a soil management plan will be required and can be provided as an Additional Service.
- It is assumed that a soil remediation plan is not required for the golf course renovation.
- Dewatering permitting assistance is not included and is assumed to be provided by the City's selected contractor.
- The City is responsible for coordinating construction bidding of the project. The Consultant is responsible for supplying a PDF to the City/Client to produce necessary bid sets, answering reasonable requests for information, and issuing addenda during bidding related to the site redevelopment.
- Completion and submittal of National Pollutant Discharge Elimination System (NPDES) monitoring reports is not included in this scope of services and is the contractor's responsibility.
- Project is assumed to be designed, permitted, and bid in one phase.

TASK 1 – PROJECT INITIATION AND SITE DATA COLLECTION

Kimley-Horn will provide the following project initiation and site data collection services upon formal Notice to Proceed (NTP) issuance from the City of Tamarac:

- Kimley-Horn will attend one project kick-off meeting with the City's Project Manager, City representatives and the Golf Course Irrigation sub-consultant team to discuss project scope and schedule, potential construction budget, confirm program elements, discussion observations made during data collection.
- Kimley-Horn will conduct up to one site visit with City and irrigation design sub-consultant to confirm the existing course conditions and record / as-built drawing information (furnished by the City), observe and photograph existing conditions at each location.
- Preparation of a project base maps of the course footprint, combining record / as-built drawing information and aerial overlay(s) with information provided by City and site observations.

TASK 1 DELIVERABLES

- Golf Course Base Map (24"x36")
- Project Kick-off Meeting Minutes Memorandum

TASK 2 – GOLF COURSE IRRIGATION DESIGN SERVICES

TASK 2.1 - IRRIGATION CONSULTATION AND DESIGN

The following golf course irrigation design services will be performed by a sub-consultant to Kimley-Horn:

- Review of site, requirements, schedule, and budget with staff;
- Utilize existing aerial imagery, and existing as-built data and drawings;
- Create any GPS mapping of significant structures/features that would not be identifiable on the aerial imagery;
- Complete irrigation design, depicting all elements of the new construction.
- Irrigation designs under this task will be prepared in collaboration with the project landscape architect; plans prepared for permitting and bidding will be signed and sealed by the project landscape architect.
- Consideration will be placed on the tie-ins to the clubhouse or other systems as needed;
- Investigation of the wet well, slab, electrical service components, and pump house structure, with recommendations as to their upgrade and/or replacement;
- Pump station replacement drawings
- Color plans and bid document preparation for Rain Bird and/or Toro equipment (Qty 8);
- Materials quantity list for Rain Bird and/or Toro equipment;
- Conducting of a pre-bid meeting with qualified contractors;
- Tabulation and evaluation of bids with City of Tamarac, Troon Golf, Colony West staff, and other consultants, if requested;
- Review of contract documents before signature.

TASK 2.2 – IRRIGATION PERMITTING AND CONSTRUCTION DOCUMENTS

Kimley-Horn will prepare the following irrigation permit and construction documents in collaboration with the Golf Course irrigation sub-consultant. The Irrigation permit and construction documents shall be comprised of drawings that establish, in detail, the quality levels of the materials and systems required for the project.

- **Cover Sheet**
- **General Notes**
- **Key Sheet**
- **Irrigation Plans and Details** will be prepared in collaboration with the golf course irrigation subconsultant per Task 2.

    - **Meetings:** Kimley-Horn will attend up to two (2) progress meetings as a part of this Task.
    - **Opinion of Probable Construction Cost (OPCC):** The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

TASK 2 DELIVERABLES

Kimley-Horn will provide the landscape architectural construction and permit documents described in Task 3 at two submittals stages:

- **60% Plans / Permit Plans and Opinion of Probable Construction Cost (OPCC)** – Permittable Plans for Submittals to Regulatory Agencies
- **Final Construction Documents and Opinion of Probable Construction Cost (OPCC)** – Final Plans for Bidding and Construction

Kimley-Horn will respond to up to one (1) round of reasonable review comments from the Client at each design submittal.

TASK 3 – REGULATORY AGENCY AND PERMITTING ASSISTANCE

Kimley-Horn will assist the Client in submitting for regulatory agency approvals. Kimley-Horn will prepare permit applications with the supporting agency required documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two (2) rounds of reasonable review comments for each of the regulatory agency submittals identified below.

- City of Tamarac Engineering Division (if required)
- City of Tamarac Building Division
- Broward County Health Department (Water Use Permit for Irrigation)

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time-limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

TASK 4 – MEETINGS AND REPRESENTATION

Kimley-Horn will provide City and design meetings support, which shall take place at the City of Tamarac public offices, at our Kimley-Horn office in Plantation, FL, or at another mutually agreed upon location within the City of Tamarac jurisdiction. Kimley-Horn will follow up progress meetings with a meeting summary memorandum for distribution to meeting attendees.

- Coordination between project milestones or face-to-face meetings may be facilitated through phone conversations and emails – 18 hours total

TASK 5 – LIMITED BID ASSISTANCE

It is our understanding that the City will use a competitive bidding process to award the contract to a qualified contractor to construct the proposed improvements. The Consultant will consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance of one (1) pre-bid meeting, assistance with the ITB (Invitation to Bid) document, project description, bid form and bid item description, and issuance of addenda in response to one (1) round of interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the City prior to issuance. Once bids are received, the Consultant will review the bids and provide a recommendation to the City of the apparent low bidder's price proposal. The City will be responsible for making the award.

TASK 6 – CONSTRUCTION PHASE SERVICES

TASK 6.1 – IRRIGATION CONSTRUCTION PHASE SERVICES

The following golf construction phase services will be performed by a sub-consultant to Kimley-Horn:

IRRIGATION STAKING SITE VISITS

- Up to four (4) site visits for irrigation staking, to include all sprinklers, valves, mainline, and controllers on the golf course and practice areas;
- Spreadsheet tabulation of sprinklers staked/installed as the project progresses.

CENTRAL CONTROL SOFTWARE PROGRAMMING

- Programming of central control system, at earliest possible date, to assist in grow-in;
- Creation of digital map files from above as-builts, and integration with above programming;
- Creation of back-up, with archive to be stored at RTS office;
- Staff orientation to new programming and mapping;
- Coordination of manufacturer or distributor software training.

TASK 6.2 – LANDSCAPE ARCHITECTURAL CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide the landscape architectural construction phase services specifically stated below:

Pre-Construction Conference. Consultant will attend one (1) Pre-Construction Conference before the start of construction.

Site Visits and Construction Observation. Consultant will make visits up to eight (8) site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Change Orders. Consultant will review and make recommendations related to Change Orders submitted or proposed by the Contractor to the City, if requested by the City.

Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

Substantial Completion. When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete and generate a substantial completion punchlist. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Limitation of Responsibilities: The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or for a pre-negotiated fee. Additional services we can provide include, but are not limited to, the following:

- Civil Engineering Services
- Planting Design Services
- Hardscape Design Services
- Traffic Engineering Services
- Building Architecture Design Services
- Offsite Improvements such as turn lanes, utility relocations, revisions to road profiles, water, and sewer main extensions.
- LEED Assistance and Documentation
- Photometrics
- Major redesign effort due to changes in the overall project scope, budget, or programming after the conceptual design phase.
- Professional Environmental services (Phase I/Phase II/ etc.)
- Cultural resources surveys or archeological services
- Services not specifically mentioned in the "Scope of Services"
- Certified Arborist Services
- As-Built Drawings

SCHEDULE

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1-6 for the lump sum fee as shown below. Billings will be monthly based on the progress of the Task.

Task	**$/USD-Lump Sum**
Task 1 – Project Initiation and Site Data Collection	$3,000.00
Task 2 – Golf Course Irrigation Design, Permit, and Construction Documents	$45,300.00
Task 3 – Regulatory Agency and Permitting Assistance	$7,400.00
Task 4 – Meetings and Representation	$3,200.00
Task 5 – Limited Bidding Assistance	$3,000.00
Task 6 – Construction Phase Services	$31,670.00
TOTAL LUMP SUM:	**$93,570.00**

Invoicing and payment will be in accordance with the Agreement for Nonexclusive Continuing Professional Services between the City of Tamarac and Kimley-Horn and Associates, Inc., dated December 14th, 2022 (**RFQ #22-01Q Continuing Services for Architectural, Engineering, Landscape Architecture and Surveying Services**). All permitting, application, and similar project fees will be paid directly by the City. Invoices to the City shall provide the following:

- Preliminary Draft for City review – showing work provided within last thirty (30) days
- Project Name
- PO Number
- Date of Invoice
- Schedule of Values per Task

CLOSURE

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this proposal in the spaces provided below and return the other to us. Fees and times stated in this proposal are valid for sixty (60) calendar days from date of this agreement.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: _____

Stefano Viola, PE
Vice President

Signed: _____

Tom Hargrett, PLA, ASLA
Project Manager

City of Tamarac:

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Agreed to this_____day of _____ , 2025.

Attachment A – RFQ #22-01Q Rate Schedule

Kimley»Horn

RFQ # 22-01Q for Continuing Services Architectural, Engineering, Landscape Architect, Surveying Services
Kimley-Horn and Associates, Inc.

CATEGORY	HOURLY RATE
PRINCIPAL	$275.00
SENIOR PROFESSIONAL ENGINEER	$250.00
PROJECT MANAGER	$215.00
PROJECT ENGINEER	$175.00
ENGINEER	$160.00
ENGINEERING INTERN	$135.00
SENIOR LANDSCAPE ARCHITECT	$190.00
PROJECT LANDSCAPE ARCHITECT	$150.00
LANDSCAPE ARCHITECT	$130.00
SENIOR ENVIRONMENTAL	$200.00
ENVIRONMENTAL	$140.00
SENIOR DESIGNER	$160.00
CAD TECHNICIAN	$125.00
INSPECTOR	$115.00
ADMINISTRATIVE/CLERICAL	$80.00

Kimley»Horn

SUBCONSULTANT

CATEGORY	**HOURLY RATE**
WALTERS ZACKRIA ASSOCIATES - ARCHITECTURAL SERVICES	
PRINCIPAL ARCHITECT	$295.00
REGISTERED ARCHITECT	$225.00
PROJECT MANAGER 1	$200.00
PROJECT MANAGER 2	$170.00
PROJECT MANAGER 3 / SITE INSPECTOR	$140.00
CAD OPERATOR LEVEL 1	$125.00
ADMINISTRATIVE	$110.00

SUBCONSULTANT

CATEGORY	**HOURLY RATE**
STONER & ASSOCIATES - SURVEY AND MAPPING SERVICES	
PRINCIPAL	$160.00
SENIOR PROFESSIONAL LAND SURVEYOR	$140.00
PROFESSIONAL LAND SURVEYOR/PM	$125.00
FIELD CREW SUPERVISOR	$80.00
SURVEY CREW	$160.00
SURVEY/CAD TECHNICIAN	$80.00
ADMINISTRATIVE/CLERICAL	$75.00

SUBCONSULTANT

CATEGORY	**HOURLY RATE**
H2R - GEOTECHNICAL ENGINEERING / INSPECTIONS	
PRINCIPAL ENGINEER	$175.00
SENIOR ENGINEER	$160.00
ENGINEER	$140.00
STAFF ENGINEER	$115.00
SENIOR ENGINEERING TECHNICIAN	$85.00
ENGINEERING TECHNICIAN	$75.00
DRAFTER/CADD	$75.00

Kimley»Horn

SUBCONSULTANT

CATEGORY	**HOURLY RATE**
SMITH ENGINEERING CONSULTANTS – ELECTRICAL ENGINEERING	
PRINCIPAL	$205.00
ENGINEER	$175.00
ASSISTANT ENGINEER	$135.00
CADD DESIGNER	$95.00
CLERICAL	$70.00
EXPERT WITNESS	$350.00

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Tanya Sterling

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14313 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying prior expenditures to Done Films LLC for media production and advertising services in the amount of $14,038.79, in excess of the City Manager's threshold, in accordance with Section 6-145(b)(6) of the Code; authorizing additional payment up to $10,500 for future services in Fiscal Year 2025; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: It is recommended that the City Commission ratify prior expenditures in the amount of $14,038.79 paid to Done Films LLC more than the City Manager's approval threshold and authorize an additional payment of up to $10,500 for ongoing and future media production and advertising services in Fiscal Year 2025.

BACKGROUND: Payments made to Done Films LLC for professional media and advertising services during Fiscal Year 2025 have exceeded the City Manager's purchasing authority threshold of $65,000, established under Section 6-145(b)(6) of the City's Procurement Code. As a result, City Commission approval is required to ratify these expenditures and authorize additional services.

Done Films LLC provides the City of Tamarac with professional media production, advertising, and content creation services in support of events, programs, and community engagement initiatives. Services during FY2025 have included media content development, event promotion, graphic design, and outreach campaigns.
As of this date, the City has expended a total of $79,038.79 with Done Films LLC. Of this amount, $14,038.79 exceeds the City Manager's expenditure authority. To ensure continuation of services for ongoing and upcoming projects

through September 2025, an additional $10,500 in services is requested, bringing the total authorized expenditure with Done Films LLC to $89,538.79 for FY2025.

The City Manager recommends ratification of the prior expenditures and approval of the additional amount needed to support programmatic and promotional needs.

(See Exhibit A)

STRATEGIC GOALS: Goal #5: Tamarac is Smart and Connected

ATTACHMENTS:

TR14313- Memo â€“ 2025 Ratification - Done Films LLC .docx
Temp Reso. 14313 2025 Ratification - Done Films LLC (002) (002).docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE

TO: City Commission

DATE: August 14, 2025

FROM: Levent Sucuoglu, City Manager

RE: Temp Reso. 14313 – Ratification and Authorization of Expenditures – Done Films LLC

RECOMMENDATION:

It is recommended that the City Commission ratify prior expenditures in the amount of $14,038.79 paid to Done Films LLC more than the City Manager's approval threshold and authorize an additional payment of up to $10,500 for ongoing and future media production and advertising services in Fiscal Year 2025.

ISSUE:

Payments made to Done Films LLC for professional media and advertising services during Fiscal Year 2025 have exceeded the City Manager's purchasing authority threshold of $65,000, established under Section 6-145(b)(6) of the City's Procurement Code. As a result, City Commission approval is required to ratify these expenditures and authorize additional services.

BACKGROUND:

Done Films LLC provides the City of Tamarac with professional media production, advertising, and content creation services in support of events, programs, and community engagement initiatives. Services during FY2025 have included media content development, event promotion, graphic design, and outreach campaigns.

As of this date, the City has expended a total of $79,038.79 with Done Films LLC. Of this amount, $14,038.79 exceeds the City Manager's expenditure authority. To ensure continuation of services for ongoing and upcoming projects through September 2025, an additional $10,500 in services is requested, bringing the total authorized expenditure with Done Films LLC to $89,538.79 for FY2025.

The City Manager recommends ratification of the prior expenditures and approval of the additional amount needed to support programmatic and promotional needs.

(See Exhibit A)

FISCAL IMPACT:

Funding for these expenditures is available in the City Commission Budget. The requested action will bring the total FY2025 expenditure with Done Films LLC to an amount not to exceed $89,538.79.

Goal # 5 Tamarac is Smart and Connected

ATTACHMENT(S): Exhibit A - Vendor Activity Listing

Cc: Christine Cajuste, Director of Finance

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RATIFYING PRIOR EXPENDITURES TO DONE FILMS LLC, FOR MEDIA PRODUCTION AND ADVERTISING SERVICES IN THE AMOUNT OF $14,038.79, IN EXCESS OF THE CITY MANAGER'S THRESHOLD, IN ACCORDANCE WITH SECTION 6-145(B)(6) OF THE CODE; AUTHORIZING ADDITIONAL PAYMENT UP TO $10,500 FOR FUTURE SERVICES IN FISCAL YEAR 2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Done Films LLC, provides the City of Tamarac with professional media production, advertising, and content creation services to support events, programs, and public engagement initiatives ; and

WHEREAS, services provided during Fiscal Year (FY) 2025 include media content production, event promotion and advertising, graphic design, and community outreach campaigns ; and

WHEREAS, as of this date, the City has expended $79,038.79 with Done Films LLC, during FY2025 ; and

WHEREAS, an additional $10,500 in services is necessary to cover ongoing and upcoming projects through the end of the fiscal year ending September 2025, bringing the total expenditure with Done Films LLC to $89,538.79 for FY2025 ; and

WHEREAS, in accordance with the City's Procurement Code, Section 6-145(b)(6), purchases with the same Vendor exceeding Category Three threshold (City Manager's Threshold of $65,000) in a fiscal year require City Commission approval ; and

WHEREAS, there is sufficient funding available in the City Commission budget to cover said expenditures ; and

WHEREAS, the City Manager recommends approval of this additional expenditure for media production and advertising services; 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 ratify past payments and authorize this additional expenditure to Done Films LLC.

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

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

SECTION 2: The City Commission ratifies the expenditure of $14,038.79, for services with Done Films LLC, which is the amount above the City Manager's expenditure threshold.

SECTION 3: The City Commission approves an additional payment of up to $10,500 to Done Films LLC, for media production and advertising services bringing the total FY2025 expenditure with this vendor to $89,538.79. .

SECTION 4: Funding is available from the City Commission Budget to cover the total cost not to exceed $89,538.79.

SECTION 5: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent agreements, amendments, or related documents necessary to implement the provisions of this Resolution, in accordance with the City's Procurement Code.

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

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

SECTION 8: 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

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14314

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14314 - A Resolution of the City Commission of the City of Tamarac, Florida, Approving and Supporting Commissioner Marlon Bolton's "Pink Heroes Gala," "Tamarac for the Cure," and "South Florida Got Talent" initiatives; authorizing the use of City funds and resources for the fundraising initiatives; providing for distribution of funds raised to the charities on the City-approved list of charities; providing the City Manager with the authority to do all things necessary to effectuate this resolution; and providing for an effective date.

RECOMMENDATION: It is recommended that the City Commission approve TR14314, approving and supporting Commissioner Marlon Bolton's "Pink Heroes Gala," "Tamarac for the Cure," and "South Florida Got Talent" initiatives

ATTACHMENTS:
TR14314 - Resolution Commissioner Bolton Initiatives-8-27-25.docx

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND SUPPORTING COMMISSIONER MARLON BOLTON'S "PINK HEROES GALA", "TAMARAC FOR THE CURE", AND "SOUTH FLORIDA GOT TALENT" INITIATIVES; AUTHORIZING THE USE OF CITY FUNDS AND RESOURCES FOR THE FUNDRAISING INITIATIVES; PROVIDING FOR DISTRIBUTION OF FUNDS RAISED TO THE CHARITIES ON THE CITY APPROVED LIST OF CHARITIES; PROVIDING THE CITY MANAGER WITH THE AUTHORITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1-19(c)(5)a of the Broward County Code ("Broward Code of Ethics") provides guidelines for the solicitation of funds for tax-exempt charities by an elected official, and an elected official in his or her official capacity may solicit funds for charities so long as there is no quid pro quo or other special consideration sought by or provided to the elected official; and

WHEREAS, the Broward Code of Ethics requires the approval of the City Commission for fundraising activities if the activities involve the expenditure of funds by the City or use of the City's resources; and

WHEREAS, the approval of the City Commission is not required when an elected official used in-kind resources to solicit funds for charities, and in-kind resources are deemed (i) staff directly assigned to an elected official, (ii) city email, (iii) city telephone; and (iv) other resources that do not require expenditure of public funds; and

WHEREAS, Commissioner Marlon Bolton has proposed to support fundraising activities for certain designated charities on the City's Approved Charity list, and more specifically, Commissioner Bolton intends to raise funds for charities through a "Pink Heroes Gala", "Tamarac for the Cure", and "South Florida Got Talent" initiatives for charitable purposes; and

WHEREAS, the charitable initiatives aim to support any charity limited to those listed on the City's Approved Charity List; and

WHEREAS, the charitable initiatives will utilize City funds and resources to execute the events, consistent with past practices of the City; and

WHEREAS, the City Commission of the City of Tamarac believes that it is in the best interest of the City to strongly support Commissioner Marlon Bolton's "Pink Heroes Gala", "Tamarac for the Cure", and "South Florida Got Talent" initiatives.

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

SECTION 1**.** That the foregoing WHEREAS clauses are hereby adopted and incorporated herein.

SECTION 2**.** The City Commission of Tamarac expresses its strong support for Commissioner Bolton's "Pink Heroes Gala", "Tamarac for the Cure", and "South Florida Got Talent" initiatives.

SECTION 3. The City Commission authorizes the use of the City funds and resources to execute the events.

SECTION 4. The City Commission directs the City Manager to distribute the funds raised from the initiatives to the charities on the City Approved Charity List, as determined by Commissioner Bolton.

SECTION 5. The City Commission hereby authorizes the City Manager with the authority to do all things necessary to effectuate 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

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2597

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2597 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 4 of the City of Tamarac Land Development Code, entitled "Development and Design Standards," by revising Section 10-4.4, entitled "Landscaping and Tree Preservation," to clarify and strengthen the city's landscaping and tree preservation regulations, to enhance consistency in their interpretation, application, and enforcement, and to expand the purposes for which tree preservation trust funds may be used; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

ATTACHMENTS:
1-Memo_2597.docx
2._TO2597_text_Amendment_10-4.4.docx
BIE TO2597.docx
7a TO2597-Tree Staff.pptx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-06-009M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: August 13, 2025

RE: Ordinance amending Chapter 10, Article 4, of the City's Land Development Code, entitled "Development and Design Standards," by revising Section 10-4.4, entitled "Landscaping and Tree Preservation," to clarify and strengthen the City's landscaping and tree preservation regulations, to promote consistency in their interpretation, application, and enforcement, and to expand the purposes for which tree preservation trust funds may be used. **– Temp. Ordinance No. 2597**

Recommendation: The Director of Community Development recommends that City Commission approve the proposed text amendment to Chapter 10, Article 4, entitled "Development and Design Standards," Section 10-4.4, entitled "Landscaping and Tree Preservation," to clarify and strengthen the City's landscaping and tree preservation regulations, to promote consistency in their interpretation, application, and enforcement, and to expand the purposes for which tree preservation trust funds may be used on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting (see attached Temporary Resolution No. 2597).

Issue: Section 10-4.4, entitled "Landscaping and Tree Preservation," of the City's Land Development Code complies with the stringency requirements of Broward County and establishes a solid framework for tree protection and landscaping standards. To support consistent interpretation and application while continuing to meet Broward County's requirements certain provisions would benefit from additional clarification. A text amendment is therefore proposed to improve the clarity, enforceability, and overall implementation of the section.

Background: Pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, municipalities possess broad home rule authority to adopt ordinances that advance public health, safety, and welfare. On June 28, 2023, the City Commission exercised this authority by adopting an ordinance establishing Tamarac's autonomous landscaping and tree preservation regulations. In accordance with Section 27-407 of the Broward County Code of Ordinances, as amended, the City subsequently notified the Broward County Resilient Environment Department (RED) of its action and affirmed its ability to enforce a municipal tree preservation ordinance within its jurisdiction that does not conflict with County regulations.

On August 7, 2023, RED issued a determination confirming that the City's ordinance is at least as stringent as the County's Tree Preservation and Abuse Ordinance (Article XIV, Sections 27-401 through 27-415, Broward County Code of Ordinances). As a result, RED issued formal

notification, effective August 14, 2023, that the City of Tamarac has satisfied the requirements for County Municipal Certification pursuant to Section 27-407 of the Broward County Code. This certification recognizes Tamarac’s authority to administer its own Tree Preservation Program within the City's municipal boundaries.

Following this certification, staff have identified the need to amend the text of Section 10-4.4 to improve clarity; add definitions; enhance regulatory language; strengthen provisions related to tree removal standards, nuisance species, landscape maintenance responsibilities, hazardous tree management; and broaden the scope of eligible expenditures from the Tree Preservation Trust to ensure more consistent application and enforcement of the City’s Tree Preservation Program.

Analysis: The ordinance amends Section 10-4.4, entitled “Landscaping and Tree Preservation,” to clarify existing language, introduce additional provisions, and ensure consistency across subsections. It strengthens language related to tree protection, relocation, and enforcement. Additional definitions have been added to improve clarity and interpretation. Tree removal license requirements and standards have been enhanced to provide more robust criteria for review and approval. The list of nuisance trees has been updated to include species identified on the Florida Invasive Species Council’s List of Invasive Plant Species. Landscape maintenance provisions have also been revised, particularly for properties adjacent to rights-of-way, and now include clearer standards for the management of hazardous trees. Finally, the scope of eligible expenditures from Tree Preservation Trust funds have been expanded.

Amendment to Text of Development Code

(a) Is consistent with the Comprehensive Plan;

The City’s Comprehensive Plan, Future Land Use Element, Objective 1, requires the City to amend its Land Development Code as needed to address changing conditions. The proposed amendment reflects current operational needs and enhances the City’s ability to implement and enforce its landscaping and tree preservation policies effectively.

(b) Conflicts with any other provisions of the Tamarac City Code;

The proposed amendment does not conflict with other provisions of the City’s Code and is limited to landscaping and tree preservation.

(c) Is required by changed conditions;

The amendment responds to the operational need for clarity, consistent enforcement, and improved regulatory organization identified during implementation.

(d) Addresses a demonstrated community need;

The revised ordinance supports the City’s beautification and environmental preservation goals, ensuring consistent application and timely enforcement of tree preservation standards.

(e) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City;

The amendment enhances the clarity and enforceability of the landscaping and tree preservation requirements, which support compatibility among uses and contribute to efficient site development.

(f) Would result in a logical and orderly development pattern; and

Clearer and more consistent regulations promote logical development by ensuring uniform application across all projects and properties.

(g) *Would avoid significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment*.

The enhanced standards support proactive tree protection, promote appropriate mitigation practices, and advance the City's environmental preservation objectives.

Conclusion: The ordinance supports the City's Strategic Plan Goal #1, "Tamarac is Home," and Goal #4, "Tamarac is Vibrant," by promoting a safe, attractive, and environmentally sustainable landscape throughout the community. It enhances the preservation of natural resources, improves public safety, and supports a visually cohesive urban environment.

Accordingly, the Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Section 10-4.4 of the City of Tamarac Code of Ordinances, entitled "Landscaping and Tree Preservation," to the City Commission on First Reading at its August 27, 2025 meeting, and on Second Reading at its September 10, 2025 meeting.

Fiscal Impact: The proposed amendment is administrative in nature and does not introduce new costs or revenue.

Intervening Action: At its August 13, 2025 meeting, the Planning Board forwarded a favorable recommendation of approval for the text amendment to Chapter 10, Article 4, Section 10-4.4, to the City Commission on First Reading at its August 27, 2025 meeting, and on Second Reading at its September 10, 2025 meeting.

Maxine A. Calloway,
Director of Community Development

MAC/MM

Attachment: Temporary Ordinance No. 2597

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 10, ARTICLE 4 OF THE CITY OF TAMARAC LAND DEVELOPMENT CODE, ENTITLED "DEVELOPMENT AND DESIGN STANDARDS," BY REVISING SECTION 10-4.4, ENTITLED "LANDSCAPING AND TREE PRESERVATION," TO CLARIFY AND STRENGTHEN THE CITY'S LANDSCAPING AND TREE PRESERVATION REGULATIONS, TO ENHANCE CONSISTENCY IN THEIR INTERPRETATION, APPLICATION, AND ENFORCEMENT, AND TO EXPAND THE PURPOSES FOR WHICH TREE PRESERVATION TRUST FUNDS MAY BE USED; PROVIDING FOR CONDIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, confer broad home rule authority upon municipalities to adopt ordinances necessary to promote the health, safety, and welfare of their citizens; and

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

WHEREAS, the City Commission adopted the current landscaping and tree preservation ordinance on June 28, 2023, thereby establishing the framework for the City's autonomous enforcement of its landscaping and tree preservation regulations, in accordance with Section 27-407 of the Broward County Code of Ordinances, which governs municipal certification; and

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

WHEREAS, the proposed text amendment to Section 10-4.4 of the City's Land Development Code is intended to clarify and strengthen the City's landscaping and tree preservation standards, promote consistency in their interpretation, application, and enforcement, and expand the purposes for which tree preservation trust funds may be used; and

WHEREAS, the proposed revisions support the City's adopted Strategic Plan, including "Tamarac is Home" (Goal #1) and "Tamarac is Vibrant" (Goal #4), by enhancing the quality, appearance, and environmental integrity of public and private spaces; and

WHEREAS, the City's adopted Comprehensive Plan, Future Land Use Element, Objective 1, requires the City to maintain and update its Land Development Code to reflect changing needs and conditions; and

WHEREAS, the Director of Community Development recommends approval of the proposed amendment to Section 10-4.4; and

WHEREAS, the City Commission finds that the amendments to Section 10-4.4, "Landscaping and Tree Preservation," are in the best interest of the public and necessary to promote consistent, clear, and locally enforceable regulations that reflect the City's values and environmental goals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 10, Section 10-4.4 entitled, "Landscaping and Tree Preservation" of the Land Development Code of the City of Tamarac, Florida is hereby amended as follows:

10-4.4 Landscaping and Tree Preservation

(A) **Purpose.**

This section contains the minimum standards for the development, installation, and maintenance of landscaping and screening and the preservation of trees within the City of Tamarac. The intent of this section is to protect ~~and~~, ~~enhance~~, and preserve the quality of the air, water, soil, wildlife habitats, and other natural resources, as well as enhance property values, and aesthetic qualities in the City, while promoting the general public health, safety, and welfare of its residents and visitors. The City also recognizes that Improper tree care and removal have a detrimental effect that causes or cumulatively worsens environmental deterioration, air and water pollution, and blight. These standards ensure landscaping is an integral part of every development that will:

(1) Conserve existing landscaping and natural vegetation while maintaining, preserving, expanding and enhancing the existing tree canopy in the City, and protecting the natural environment and beauty of the City by regulating the unnecessary destruction, removal, or damaging of desirable trees and plant life;

(2) Mitigate against erosion and sedimentation by stabilizing the soils through the cultivation and protection of root systems that hold and consolidate soil and other loose earthen materials as well as restore soils and land bared as a result of construction or grading;

(3) Reduce stormwater runoff and associated impacts by intercepting, dispersing, and absorbing rainfall, slowing down surface flow, filtering pollutants from runoff, and conserving water supplies by allowing more rainfall to stay in the water table, minimizing water used for landscaping maintenance;

(4) Encourage building and paved surface cooling through shading and the channeling of breezes, thereby helping to offset global warming and lowering ambient temperatures through transpiration;

(5) Contribute and encourage of air movement, air purification, and oxygen regeneration by removing carbon dioxide and pollutant gases from the air and producing oxygen that helps dilute air pollutant concentrations;

(6) Stimulate economic development by increasing the City's attractiveness and quality of life for shoppers, visitors, residents, and employers through incorporating human scale into the urban environment by breaking up the visual impact of structures and parking lots while providing a sense of privacy from neighbors and public rights-of-way;

(7) Maintain the continued vitality of natural habitats for the propagation and protection of wildlife, birds, game, fish, and other aquatic life;

(8) Buffer excessive or undesirable impacts from street traffic or adjacent land uses and activities by absorbing and deflecting sounds, limiting glare created by exterior lighting, and screening undesirable views; and

(9) Support the core components of crime prevention through environmental design (CPTED) through natural surveillance, access control, and territoriality.

(B) **Documents Incorporated by Reference**

The following documents, as amended, are adopted as standards and are incorporated by reference in this section: The American National Standards Institute (“ANSI”) A-300, Standards for Tree Care Operations: Tree, Shrub and Other Woody Plant Maintenance-Standard Practices, and Z133.1-2006, Arboricultural Operations: Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush - Safety Requirements; Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Grades and Standards for Nursery Plants; Nelda Matheny and Jim Clark, Trees and Development: A Technical Guide to Preservation of Tree During Land Development; Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, Tenth Edition, 2019; Richard Harris, Arboriculture Integrated Management of Landscape Trees, Shrubs and Vines, Fourth Edition; Gary W. Watson and E.B. Himelick, Principles and Practices of Planting Trees and Shrubs; Florida Urban Forestry Council’s poster, Selecting and Planting Trees for the South Florida Urban Forest; and Florida Power and Light’s brochure, Plant The Right Tree In the Right Place, South Florida version; Timothy K. Broschat & Alan W. Meerow, Betrock’s, Reference Guide to Florida Landscape Plants, Third Printing, 1994; Edward F. Gilman, Trees for Urban and Suburban Landscapes, 1st Edition, 1997; and Dr. George K. Rogers, Landscape Plants For South Florida: A Manual For

Gardeners, Landscapers & Homeowners, 1st Edition, 2009; and Florida Invasive Species Council's List of Invasive Plant Species.

(C) **Definitions**

When a word, term, or phrase is not defined herein, the definitions set forth in Section 10-4.4 of the Code and publications recognized as authoritative in the scientific and engineering fields, as applicable, shall apply. Such publications shall include the publications incorporated by reference in ~~section~~ subsection (C) of this section.

The following words, phrases, and terms when used in this article shall have the indicated meanings:

Breast height means a height of four and one-half (4½) feet above the natural grade.

Canopy coverage means the areal extent of ground within the drip line of the tree.

Conservation easement means a right or interest in real property as defined in § 704.06, F.S., as amended.

Department: City of Tamarac Community Development Department

Destruction of the natural habit of growth means pruning that causes irreparable damage and permanent disfigurement to a tree such that, even with regrowth, the tree will never regain the original characteristics of its tree species; or pruning which amounts to tree abuse as defined herein that results in the death of the tree.

Diameter breast height (DBH) means the diameter of the trunk of a tree measured at breast height. The DBH of trees with multiple trunks shall be the sum of the individual trunk diameters at breast height. Trees with less than four and one-half (4½) feet of clear trunk shall be measured as the diameter of the largest vertical branch or leader at breast height.

Director means Director of Community Development.

Drip line means the peripheral limits of the horizontal crown of a tree spread vertically to the ground; provided, however, that the same shall not be less than a circle with a five-foot radius measured from the center of the tree.

Effectively destroy means to cause, suffer, allow or permit any act which will cause a tree to die or go into a period of unnatural decline within a period of one (1) year from the date of the act. Acts which may effectively destroy a tree include, but are not limited to, damage inflicted upon the root system by heavy machinery, excessive trimming, changing the natural grade above the root system or around

the trunk, damage inflicted on the tree permitting infection or pest infestation, application of herbicides or other chemical agents or intentional fire damage to the tree permitting infection or pest infestation, the infliction of a trunk wound that is 50 percent or greater of the circumference of the trunk, or the removal of sufficient canopy to cause the unnatural decline of the tree.

Environmentally sensitive land means a land designation as defined in the Broward County Land Use Plan.

Hatrack shall mean to sever the leader or leaders, or to prune a tree by stubbing of mature wood.

Hazardous tree means any tree that poses a threat to public safety, property, or the lawful use of land. This includes trees that create a safety hazard to pedestrian or vehicular traffic or that may disrupt public utility services; trees that endanger existing buildings, structures, or other improvements; trees that obstruct reasonable access to a lot or parcel, provided the proposed access complies with applicable regulations; diseased trees that threaten the health or safety of people, buildings, improvements, or other trees; trees significantly weakened by age, storm, fire, or other injury such that they present a danger to persons or property; or trees that prevent the lawful development or physical use of a lot or parcel.

Historical tree means a particular tree or group of trees which has historical value because of its unique relationship to the history of the region, state, nation or world as designated by the City Commission.

Horizontal plane shall mean an imaginary line that begins at the base of the live frond petioles.

Land clearing means the clearing of vegetation and soils for the purpose of land development activities. This includes, but is not limited to, construction for buildings, rights-of-way, utility easements, access or drainage ways, parking lots and other structures, rock mining, the control of weeds or the initial clearing of vegetation to enhance property value or agricultural activities that involve the removal of trees as defined by this article.

Local area of particular concern means a land designation as defined in Section 5-182(j) of the Broward County Land Development Code, as amended.

Mitigation means to compensate for impacts to tree(s).

Natural Forest Community means a vegetated area generally comprised of a canopy, subcanopy and groundcover, and which meets the criteria for the classification of an area as a Natural Forest Community under Chapter 27, Article XIV, Section 411 of the Broward County Code of Ordinances.

Natural Resource Area means a land designation as defined in Article IX, Section 5-280 of the Broward County Land Development Code, as amended.

Nuisance Trees means any non-native plants or trees as determined by the Florida Exotic Pest Plant Council, that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives.

Owner-occupied means a dwelling in a habitable condition occupied by the owner of record, as the owner's primary residence, and holding a valid Certificate of Occupancy.

Overlift means the removal of the majority of the inner lateral branches and foliage thereby displacing weight and mass to the ends of the branches. The alteration of the tree's live crown ratio may be considered as evidence of overlifting

Person means any natural person, individual, owner, operator, public or private corporation, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public or private utilities, public officer, responsible party or any other entity whatsoever, or combination thereof, of whatever kind.

Preservation area means the portion of a Natural Forest Community which shall be preserved in perpetuity, pursuant to a tree removal license.

Property owner means the person or persons shown on the county real estate tax records as the owner of the property.

Protective barrier means conspicuously colored fences or like structures constructed of sturdy materials that are at least four (4) feet in height which prevent or obstruct passage.

Power line or *power lines* means a cable carrying electrical power that is supported by poles or pylons.

Prune or *trim* means to cut away, remove, cut off or cut back parts of a tree.

Public right-of-way means all streets, roads, alleys, lanes, waters or other public ways where the public has the right to travel or which are open to the use of the public.

Remedial action means a corrective action required to offset the impacts of Tree Abuse, as defined herein.

Remedial pruning means the cutting and trimming of branches and foliage so as to alleviate the danger of the tree damaging power lines, consulting with American Natural Standards Institute ("ANSI") A300 (Part I)—2001 Pruning Standards, as

amended, and ANSI Z133.1-2000 Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush—Safety Requirements, as amended.

Removal means to cut down, dig up, destroy, effectively destroy, or the unlicensed relocation of any tree.

Resource Management Plan means a plan that will enhance a preservation area of a Natural Forest Community to compensate for the development of a portion of the Natural Forest Community.

Right Tree, Right Place Guidelines shall mean those guidelines for planting trees near power lines, published within Florida Power & Light Company's "Right Tree, Right Place" brochure. These guidelines require that trees be placed as follows:

(1) Trees, including palms, less than twenty (20) feet in height at maturity may not be planted under power lines.

(2) Trees, other than palms, twenty (20) feet to thirty (30) feet in height at maturity shall be planted at least twenty (20) feet away from power lines.

(3) Trees, other than palms, greater than thirty (30) feet in height at maturity shall be planted at least thirty (30) feet away from power lines.

(4) Palm trees greater than twenty (20) feet in height at maturity shall be planted either twenty (20) feet or at one (1) maximum palm frond length plus ten (10) feet away from power lines, whichever is greater.

Shape means the regular and frequent shearing of outer tree branches, making pruning cuts of one inch in diameter or less, for the purpose of controlling the size and shape of the tree canopy.

Shearing means the cutting of many small diameter stems of one (1) inch in diameter or less.

Specimen tree means any tree which has a DBH of eighteen (18) inches or greater with a condition rating of sixty percent (60%) or greater in accordance with the condition rating guidelines as specified in the *Guide for Plant Appraisal,* 9th edition, as amended; with the exception of the following:

(1) Non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to: mangos, avocados, or citrus.

(2) Species of the genus Ficus except F. aurea (strangler fig), F. laevigata (short leaf fig), F. rubiginosa (rusty fig or rusty leaf fig), F. jacquinifolia;

(3) All multi-trunk palms.

(4) Trees that are in poor condition or form as determined by the Community Development Department.

Structure means anything built or constructed. Examples include, but are not limited to, buildings, trailers, fences, billboards, swimming pools, poles, pipelines, ditches, roads, utility installation, transmission lines, track and advertising signs.

Subcanopy means an intermediate level of trees and other vegetation within a Natural Forest Community.

Substantial deviation means any proposed modification or modification to a development, a license or a license application which, either individually or cumulatively with other changes, creates a reasonable likelihood of additional environmental impact, as covered by the scope of this article, or any change or proposed change that may result in any impacts on trees or Natural Forest Communities not previously reviewed by the Community Development Department as covered by the scope of this article.

Topiary pruning means the practice of pruning a tree into an ornamental shape by pruning branches one inch in diameter or less.

Tree means any living, self-supporting, dicotyledonous or monocotyledonous woody perennial plant which has a DBH of no less than three (3) inches and which normally grows to an overall height of no less than ten (10) feet in Southeast Florida.

Tree canopy means the upper portion of the tree consisting of limbs, branches, and leaves.

Tree removal license means a written authorization with conditions issued by the Community Development Department to remove or relocate a tree.

Tree survey means a document signed and sealed by a Florida Registered Land Surveyor meeting the requirements of Section 472.025, Florida Statutes, as amended, which must provide, at a minimum, the following information:

(1) The location, plotted by accurate techniques, of all existing non-nuisance trees;

(2) The common and scientific name of each tree;

(3) The DBH of each tree, or if a multiple-trunk tree, the sum DBH for all trunks; and

(4) Canopy coverage.

Urban Wilderness Inventory Area means a land designation as specified in Section 5-182(j) of the Broward County Land Development Code, as amended.

Wildlife utilization means an area used by wildlife for habitat/feeding.

(D) **General Prohibitions**

Unless otherwise authorized by this section, no person shall cause, suffer, permit or allow:

(1) The removal of any Historical tree without first obtaining approval from the Department to conduct the removal.

(2) The removal of any tree without first obtaining a tree removal license from the City Commission as herein provided.

(3) Tree abuse as defined by this section.

(4) Any encroachments, excavations, or change of the natural grade within the drip line of a tree unless it can be demonstrated to the Department prior to the commencement of said activity, that the activity will not negatively impact any tree.

(5) Land clearing or the operation of heavy equipment in the vicinity of a tree without placing and maintaining a protective barrier around the drip line of the tree. The protective barrier shall be conspicuous enough and high enough to be seen easily by operators of trucks and other equipment.

(6) The storage or use of materials or equipment within the drip line of any tree, or attachments, other than those of a protective and non-damaging nature, to any tree.

(7) Land clearing, including the removal of understory, in an area designated as a Natural Forest Community without first obtaining a letter of authorization or a Tree Removal License from the Department as herein provided.

(E) **General Exemptions**

(1) During emergency conditions caused by a hurricane or other natural disaster, the provisions of this article may be suspended by the direction of the City Manager.

(2) Nuisance Trees. Nuisance trees as defined by this article are exempt from the prohibitions set forth in subsection (D) provided that no condition is created which poses an imminent threat to public safety or property. In such cases, the nuisance tree shall be removed to alleviate any threat. Failure to remove said tree after warning from the Department shall constitute a violation of this article.

(3) Pursuant to Section 163.045, Florida Statutes, as amended, pruning, trimming, removal, or replanting of, or mitigation for impacts to, a tree on residential property is exempt from any notice, application, approval, permit, fee, or

mitigation requirements of this article if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property. This exemption does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to Sections 403.9321 through 403.9333, Florida Statutes, as amended.

(F) **Tree Removal License Requirements and Standards**

(1) *License Requirements:*

(a) Unless otherwise exempted by this article, a person shall obtain a tree removal license prior to relocating or removing a tree.

(b) Unless otherwise exempted by this article, any person who removes a tree or who negatively impacts a Natural Forest Community in violation of this article shall be required to offset any environmental impacts through mitigation.

(c) Exemptions from Licensing: Unless otherwise prohibited by the City Code, the following activities are exempted from the licensing requirements of this article provided that no nuisance or any condition which adversely affects the environment or public health is created, and provided that the activity does not violate any provisions of the City Code, or Broward County, or federal, state:

i. Removal of any tree that is hazardous to the extent that its continued existence creates an imminent threat to public safety or property. In order to claim this exemption, the owner of the property must document by photographs or other evidence that such condition(s) existed prior to the removal of the tree. In the case of Natural Forest Communities, specimen trees or historic trees, documentation of the condition must be presented to the Department within forty-eight (48) hours of removal;

ii. Removal of any tree on owner-occupied residential properties of one (1) acre or less developed for detached single-family and duplex usage, except the following:

A. Previously preserved, relocated or replaced trees that were preserved, relocated or replaced pursuant to a tree removal license; or

B. Historical or specimen trees; or

C. Trees that, if removed, would result in the property not satisfying the minimum tree quantity requirements specified in Table 10-4.6.

iii. Removal of trees by all City and Broward County-licensed nurseries, botanical gardens and commercial grove operations, but only in relation to those trees which are planted and grown for the sale or intended sale to the general public in the ordinary course of the licensed business;

iv. Removal of trees by all governmental and private nurseries with respect to trees which have been planted and grown for future relocation;

v. Removal of trees, except historical or specimen trees, by franchised utility companies other than electrical utilities, provided that:

A. The utility company provides written notice to the Department and the record owner of the property on which the trees proposed to be removed are located of the intent to remove trees; the written notices shall be delivered, at minimum, fifteen (15) days prior to the intended tree removal; and

B. The utility company can demonstrate to the Department prior to tree removal that:

1. The tree will cause a continual disruption of service. A specimen palm tree may be removed under this exemption;

2. The easement or property was in actual use conveying utilities prior to the effective date of this section; and

3. The threat of service interruption cannot be remedied by tree pruning in accordance with standards as set by the American National Standards Institute, as amended;

vi. Removal of a tree by an electrical utility company if the tree is located within the electrical utility company's right-of-way or utility easement where power lines are located. The electrical utility company may also remove a tree outside of its right-of-way or utility easement if the tree does not comply with the Right Tree, Right Place Guidelines. In the case of the removal of specimen trees or historical trees, the electrical utility shall document by photographs or other evidence that the tree does not comply with the Right Tree, Right Place Guidelines prior to removal of the tree and must present such documentation to the Department within forty-eight (48) hours after removal;

vii. Removal of a tree on private property by the private property owner if the tree does not comply with the Right Tree, Right Place Guidelines. Except as provided for in this subsection, the owner of the property must document by photographs or other evidence that the tree is not in compliance with the Right Tree, Right Place Guidelines prior to removal. In the case of Natural Forest Communities, specimen trees, or historical trees, documentation of the condition must be presented to the Department within forty-eight (48) hours after removal. The collection and presentation of documentation shall not be required if the private property owner has received a notice of violation for the tree; or

viii. Removal of nuisance trees.

(2) **License Application Requirements:**

(a) Application forms: A license application for removing or relocating trees shall be submitted by a property owner or authorized agent of the owner, on City approved application form(s).

(b) Fees: The license application must be accompanied by the required fee(s) as established by the City. License application fees are non-refundable and non-transferable.

(c) Required application data: The license application must be accompanied by documents and drawings as required by the Department that describe the proposed activities to be performed in sufficient detail to meet the standards in this section and to clearly identify all potential impacts to the environment and public health. Application data required shall include, but is not limited to:

i. A map showing the size and location of the site where the licensed activities are to be conducted;

ii. A starting date and duration of the proposed activities;

iii. A brief description of the work to be performed, including a drawing of the proposed work or a certified site plan, as determined by the Department, showing the location of all existing or proposed buildings, structures, and site uses;

iv. For development on undeveloped property or for redevelopment of property, a certified tree survey and site plan of identical scale designating those trees which are proposed to be preserved, relocated, or removed is required. All tree survey(s) or site plan(s)

must be prepared by a person(s) qualified to do so under the Laws of Florida;

v. The legal description of the site.

(3) *Licensing Standards for Tree Removal, Relocation, and Replacement:*

(a) Any person conducting tree removal activities shall only remove a tree or trees from a site as approved for removal in a City tree removal license.

(b) Damage to any other tree or trees on the site during tree removal activity shall constitute a violation of this section.

(c) An applicant may be eligible to receive a tree removal license if one of the following considerations is present:

i. Whether a proposed development cannot be located on the site without tree removal;

ii. Whether the applicant has made every reasonable effort to incorporate existing trees in the development project and to minimize the number of trees removed;

iii. Whether a tree proposed to be removed is of poor quality and condition;

iv. Whether a tree proposed to be removed is obstructing safe vehicular cross visibility;

v. Whether a tree proposed to be removed is damaging existing improvements;

vi. Whether a tree proposed to be removed is creating ongoing safety problems for existing development;

vii. Whether a tree proposed to be removed is growing too close in proximity to another tree(s) to permit normal growth and development of the affected tree(s); or

viii. Whether a tree proposed to be removed is listed on the Florida Exotic Pest Plant Council's List of Invasive Plant Species, as amended.

If an application meets the above criteria, the Department will prior to issuing any tree removal license conduct a tree relocation evaluation pursuant to § 10-4.4(F)(4).

(d) Removal or relocation of a tree or trees found in an area designated as a Natural Forest Community shall be conducted pursuant to Broward

Code of Ordinances, Chapter 27, Article XIV, Section 411(b) in addition to the requirements of Chapter 27, Article XIV, Section 408.

(4) *Tree Relocation Evaluation:*

(a) For tree relocation, the Department shall make the following evaluations:

i. A tree which meets the criteria for removal as specified in §10-4.4(F)(3)(c) shall be relocated, unless it is demonstrated that relocation is not a viable alternative for a particular tree. If relocation is not a viable solution, the applicant shall replace a removed tree, pursuant to the requirements set forth in this article; and

ii. Whether relocation is on the property or off the property, due to lack of available space on the property. Where relocation is to occur onto another property, written authorization from the property owner shall be required.

(5) **Tree Relocation Requirements:** Any person conducting tree relocation activities shall:

(a) Not unnecessarily damage any other tree or trees remaining on-site while relocating a tree;

(b) Relocate a tree so that it will not interfere with existing or proposed utilities, either above or below ground. Relocated trees shall be in compliance with the Right Tree, Right Place Guidelines.

(c) Relocate a tree to an area with adequate space for root and canopy development;

(d) Ensure successful relocation and transplanting of trees by adhering to the following guidelines for transplanting a tree:

i. Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree;

ii. If a tree has a dormant period, it should be transplanted during that time. A tree should not be transplanted during periods of strong, dry winter winds or during droughts;

iii. Adequate space for root and canopy development shall be provided;

iv. Prior to transplanting, the tree shall be root and canopy pruned according to sound arboricultural standards. All crown pruning shall

be done in accordance with standards set by the American National Standards Institute, as amended;

v. During and following transplanting of a tree, the root ball and trunk shall be protected. The root ball must be kept moist at all times;

vi. A transplanted tree shall be braced for at least one (1) year after its relocation; and

vii. A transplanted tree shall be fertilized as appropriate and shall be watered sufficiently until tree growth is re-established.

(6) **Tree Relocation Maintenance/Monitoring Requirements:** Any person conducting tree relocation activities shall:

(a) Maintain the health of a relocated tree for a period of one (1) year from the date of planting;

(b) Replace, within sixty (60) days, a relocated tree that dies or is determined by the Department to be effectively destroyed within one (1) year of being relocated. The one (1) year maintenance period shall begin anew whenever a tree is replaced. For projects that include the relocation of ten (10) or more trees, a ten (10) percent mortality allowance will apply. If ninety (90) percent or more of the relocated trees are determined to be viable after a period of one (1) year, the project shall be considered successful and replacement trees will not be required for the remaining ten (10) percent of the trees that die or are in a state of decline; and

(c) Remove all strapping and bracing material from all relocated trees at the end of the one (1) year monitoring period. This should normally occur after seven (7) months for broad leaf trees and twelve (12) months for palm trees. Exemptions to this rule shall require the Department's approval.

(7) **Tree Relocation Bond Requirements:**

(a) Unless otherwise exempted by this article, any person conducting tree relocation activities involving specimen trees must post a bond to insure the survival of specimen trees designated for preservation. Said bond shall meet the approval of the City Attorney and may be in the form of a letter of credit drawn upon banks or savings and loan institutions legally doing business in the State of Florida, cash bonds issued by an insurance company legally doing business in Florida or other acceptable means as approved by the City Attorney. This bond shall be in addition

to any other bond that may be required by any other governmental entity.

(b) Determination of the bond amount shall be computed based upon the most current version of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

(c) Government entities are exempt from bond requirements.

(d) Release of Bonds:

i. Tree relocation bonds will be released upon successful tree relocation as set forth in § 10-4.4(F)(6) and written approval by the Department. Bonds involving specimen trees shall be released upon completion of construction activities, if it is determined by the Department that the tree(s) is/are not effectively destroyed.

ii. Bonds may be released by the Department when a tree removal license is transferred. The Department may condition the release of the bond upon the posting of a new bond by the subsequent licensee.

(e) Drawing on Bonds:

i. If a tree is determined by the Department to be effectively destroyed within one year from the date of relocation, the bond shall be drawn upon and funds will be deposited into the City Tree Preservation Fund.

(8) **Tree Replacement in Lieu of Tree Relocation:**

(a) When it is determined by the Department that tree relocation cannot be accomplished, an applicant shall replace trees pursuant to § 10-4.4(F)(9).

(9) **Tree Replacement Requirements:**

(a) Tree Replacement Requirements for Non-Specimen Trees:

i. If the Department determines that a removed tree cannot be successfully relocated, said tree shall be replaced to compensate for lost tree canopy coverage.

ii. The following criteria shall be used by the Department to determine the tree replacement requirements:

A. The tree canopy coverage of a site shall be determined using any combination of the following methods:

a) Review of aerial photography;

b) On-site inspection; and/or

c) Review of a tree survey.

B. A tree that is successfully relocated pursuant to § 10-4.4(F) need not be replaced.

C. Native trees identified in Tables 10-5.0, 5.1, 5.2, 5.3 10-4.7, 4.8, 4.9 of this article must be planted to replace native tree canopy coverage removed.

D. For tree replacement requirements of one (1) to five (5) trees, a minimum of one (1) species shall be utilized as a replacement tree. For six (6) to ten (10) replacement trees required, a minimum of two (2) species shall be utilized. For eleven (11) to twenty (20) replacement trees required, a minimum of three (3) species shall be utilized. For twenty one (21) to fifty (50) replacement trees required, a minimum of four (4) species shall be utilized. For fifty one (51) or more replacement trees required, a minimum of five (5) species shall be utilized.

E. Per §§10-4.4(F)(3)(c)(i) and (ii),for For trees removed prior to obtaining a Tree Removal License, and trees meeting development criteria, an additional fifty (50) percent tree replacement shall be required.

F. Failure of an owner to replace a removed tree with an equivalent replacement within 60 days after being notified by the Department shall be a violation of this Code.

G. No Improvement Permit shall be issued without an approved Tree Removal License.

H. Removal, replacement, or relocation shall take place before a Certificate of Occupancy is granted.

I. The number of required replacement trees shall be based upon the size of area of impact and the category of replacement trees selected by the applicant. The canopy of the replacement trees at maturity shall at least equal the canopy removed. The following table shall be used to determine the number of required replacement trees:

Replacement Tree Category (See Tables ~~10-5.0, 5.1, 5.2, 5.3~~ 10-4.7, 4.8, 4.9)	Replacement Canopy Area Credit (In Square Feet)

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

Category 1 Tree	300
Category 2 Tree	150
Category 3 Tree	100
Category 4 Tree	50

(b) Tree Replacement for Specimen Trees:

i. A tree appraisal will be performed by the Department to determine the dollar value of any specimen tree approved by the Department for removal. This appraisal shall be pursuant to the *Guide for Plant Appraisal, 9th Edition,* as amended, by the Council of Tree and Landscape Appraisers.

ii. The Department will then calculate the number of replacement trees required to equal the appraised value of the specimen tree removed. This calculation shall include the purchase price of the replacement tree, plus installation costs. The applicant will be required to compensate the number of replacement trees indicated by the Department for the removal of the specimen tree(s).

(c) Minimum Standards for Replacement Trees:

i. All replacement trees shall be a minimum quality of Florida No. 1 grade or better, as identified in *Grades and Standards,* Florida Department of Agriculture;

ii. Only trees listed in Tables ~~10-5.0, 5.1, 5.2, 5.3~~ 10-4.7, 4.8, 4.9 (Replacement Tree Species) shall be used as replacement trees. The applicant shall have the option of choosing the category of trees for replacement provided at least fifty (50) percent of the replacement trees are from Category 1 or Category 2 with respective size as follows:

A. Category 1: Minimum of twelve (12) feet in height and two (2) inches DBH at time of planting;

B. Category 2: Minimum of eight (8) feet in height at time of planting;

C. Category 3: Minimum of six (6) feet in height at time of planting;

D. Category 4: For replacement palm trees, a minimum of six (6) feet clear trunk or greywood at time of planting.

iii. If the minimum tree size is commercially unavailable, smaller trees may be substituted with the approval of the Department. Additional credit may be given for the installation of larger trees, at the Department's discretion.

(d) General Requirements for Replaced Trees: Any person conducting tree replacement activities shall:

i. Refrain from unnecessarily damaging any other tree or trees remaining on site while planting or preparing the site for any replacement tree(s);

ii. Plant the replacement tree so that it will not interfere with existing or proposed utility lines or cables, either above or below ground. A tree which may reach a height of thirty (30) feet shall not be planted within twenty (20) feet of an overhead powerline;

iii. Plant replacement tree species and use installation and maintenance methods that follow xeriscape principles, where practicable;

iv. Plant a replacement tree in an area in conformity with the Right Tree, Right Place Guidelines. Large canopy trees from the Category 1 list (Live Oak, Mahogany, Black Olive, etc.) shall not be planted in parking lot islands less than ten (10) feet in width, or adjacent to buildings or in any small confined space with less than ten (10) feet of available rooting space or less than twenty (20) feet of available canopy space. Exceptions to this rule shall require the Department’s approval;

v. Where practicable, plant a replacement tree within the municipality from which the original tree was removed; and

vi. Complete tree replacement within the time frames specified in the Tree Removal License.

(e) Maintenance/Monitoring Requirements for Replaced Trees: Any person conducting tree replacement activities shall:

i. Maintain the health of a replacement tree for a period of one (1) year from the date of planting;

ii. Replace within sixty (60) days any replaced tree that dies or is determined to be effectively destroyed within one (1) year of being planted, as determined by the Department. The one (1) year maintenance period shall begin anew whenever a tree is replaced. For projects that include the planting of one hundred (100) or more

replacement trees, a ten (10) percent mortality allowance will apply. If ninety (90) percent or more of the replacement trees are determined to be viable after a period of one (1) year, the project shall be considered successful and replacement trees will not be required for the remaining ten (10) percent of the trees that die or are in a state of decline; and

iii. Remove all strapping and bracing material from all replaced trees at the end of the one (1) year monitoring period.

(f) Remuneration in Lieu of Tree Replacement: If it is determined by the Department that the replacement is not feasible due to lack of available planting space, the following applies:

i. The person conducting the tree replacement activity shall pay into the City Tree Preservation Trust Fund a replacement contribution in lieu of actual tree replacement;

ii. The replacement contribution will be determined using a schedule for current value of replacement trees plus installation and maintenance as established by the Department;

iii. Specimen tree calculations shall be in accordance with § 10-4.4(F)(9)(b).

(G) **Construction and Land Clearing**

(1) General Requirements: Any person engaged in construction or land clearing shall:

(a) Clear vegetation within the drip line of trees designated for preservation only by hand or with the use of light rubber-wheeled equipment, which will not damage tree roots; said equipment shall be a maximum of forty-eight (48) inches wide, tire to tire, with a maximum weight of 3,500 pounds.

(b) Utilize retaining walls and drywells to protect any tree to be preserved from severe grade changes.

(C) Promptly repair any tree designated for preservation pursuant to a tree removal license which is damaged during construction by:

i. Corrective pruning for damage to tree canopy;

ii. Measures such as corrective root pruning, fertilization, and soil enhancements for damage to tree roots.

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(H) **Tree Abuse**

(1) Tree abuse is prohibited in the City. Tree abuse includes:

(a) Hatracking a tree; or

(b) Destroying the natural habit of tree growth; or

(c) Pruning which leaves stubs or results in a flush cut; or splitting of limb ends; or

(d) Removing tree bark to the extent that if a line is drawn at any height around the circumference of the tree, over one-third of the length of the line falls on portions of the tree where bark no longer remains; or

(e) Using climbing spikes, nails, or hooks, except for purposes of total tree removal or as specifically permitted by standards set by the American National Standards Institute, as amended; or

(f) Pruning that does not conform to standards or recommendations set by the American National Standards Institute, as amended; or

(g) Pruning of live palm fronds which initiate above the horizontal plane; or

(h) Overlifting a tree; or

(i) Shaping a tree.

(2) Exemptions from Tree Abuse: The following are exempt from the prohibition of tree abuse :

(a) Topiary pruning when:

i. The trees are located on owner occupied property developed for detached single family or duplex usage, or;

ii. The trees were not installed to meet minimum landscape requirements and are identified on an approved landscape plan as appropriate for topiary pruning.

(b) Tree abuse necessary to alleviate a dangerous condition posing an imminent threat to the public or property provided that the threat cannot be remedied by pruning that is not defined as tree abuse;

(c) Shaping of trees to protect property, such as buildings and infrastructure, in which there is adequate evidence accepted by the Department that shaping has occurred historically; or

(d) Remedial pruning.

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(3) Remedial Measures for Tree Abuse: Any person that abuses a tree in violation of this article shall:

(a) Undertake pruning and other remedial action as determined by the Department, not limited to the removal of severely abused trees to protect public safety and property, and corrective pruning to improve the health and form of affected trees. A Tree Removal License shall be applied for by the violator(s) and/or property owner(s) and is required for the removal of severely abused trees.

(b) Plant replacement trees pursuant to § 10-4.4(F)(9) of the Code, if the natural habit of growth of the abused tree is destroyed.

(I) **Tree Preservation Trust Fund**

(1) Establishment of the Trust Fund: The City of Tamarac Tree Preservation Trust Fund has been established for the purpose of accepting and disbursing the contributions made to the City as part of tree removal licenses and any other monies deposited with the City for tree preservation purposes. This fund shall be used to enhance tree canopy coverage in the City.

(2) Term of Existence: The trust fund shall remain in existence unless specifically terminated by the City Commission.

(3) Trust Fund Assets: All monies received hereunder from public or private concerns shall be placed in trust for and inure to the use and benefit of the City.

(4) Trust Fund Expenditures: Monies in the trust fund shall be expended, utilized, and disbursed for the planting of trees and any other ancillary costs associated with the planting of trees ~~on public lands~~ in the City~~.~~ including but not limited to planting trees and removing hazardous trees on real property within the City, supporting tree maintenance and preservation activities, funding educational outreach programs, providing tree giveaways to residents to promote long-term canopy preservation, and to cover the expense of relocation of trees to public lands. Expenditures from the Trust Fund shall be recommended by the Director and shall be made in accordance with adopted City policies and procedures. Ancillary costs related to the planting of trees on public lands shall not exceed twenty percent (20%) of the cost of the particular tree planting project, and shall include landscape design services, irrigation, additional landscaping, and any other items or materials necessary for the proper installation and maintenance of tree planting projects. ~~These monies may also be used to cover the expense of relocation of trees to public lands in the City and the expense of periodically distributing saplings to the public to increase tree canopy coverage in the City.~~

(5) Trust Fund Administration:

(a) Trust funds shall be expended, utilized, and disbursed only for the purposes designated by the Department in accordance with this section.

(b) All monies deposited hereunder shall be deposited in the trust fund, in a separate account established and maintained apart from the general revenue funds and accounts of the City.

(c) Monies obtained hereunder may be accepted on behalf of the City by the Director or designee and, upon receipt, shall be delivered to the City's Financial Services Department, which shall cause the same to be credited to the trust fund.

(J) **Landscape Plan Required**

(1) A landscape plan shall be included as part of any application as required for Site Plan Approval (§10-5.4(H)), Improvement Permit (§10-5.4(I)) or Building Permit (§10-5.4(N)), subject to the standards in this section. Landscape plans shall be prepared in accordance with the requirements of the Administrative Manual and shall be approved by the Director, Planning Board, and City Commission, as appropriate.

(2) Landscape plans shall be prepared and sealed by a landscape architect or other authorized person pursuant to F.S. Ch. 481, as amended from time to time.

(3) All required landscaping shall be maintained in accordance with the approved landscape plan, including approved specifications for plant size, number, location, and type of landscaping material.

(4) All plant material shown on an approved landscape plan shall be replaced if it dies, is seriously damaged, or removed.

(5) No final Certificate of Occupancy shall be issued by the City unless the landscaping requirements are met as evidenced by an approved final landscaping inspection by the Department.

(K) **General Requirements for All Landscaping**

(1) **Plant Material.** All required plant material shall be Florida Grade #1 or better, in accordance with *Grades and Standards for Nursery Plants* (Florida Division of Plant Industry).

(a) All plant material shall, to the greatest extent possible:

(i) Be based on the plant's adaptability to the landscape area, desired effect, color, texture, and ultimate plant size;

(ii) Be frost- and drought-tolerant, and grouped in accordance with their respective water and maintenance needs;

(iii) Be appropriate for the ecological and urban setting in which the materials are to be planted, including the shielding of buildings from the sun, from radiating surfaces such as parking areas, and as a screen for noise abatement;

(iv) Be commercially available; and

(v) Comply with CPTED principles.

(b) All minimum dimensions of landscaped material refer to dimensions at the time of planting.

(c) Growth of plant material at maturity shall be considered prior to planting to ensure no future conflicts arise related to views, signs, overhead and underground utilities, security lighting, fire access, drainage easements, pedestrian walkways, and traffic circulation.

(d) All landscaped areas shall be maintained free of nuisance species, including natural areas within developed property. The following species are considered nuisance species:

I. Schinus terebinthifolius (Brazilian pepper tree/Florida holly).

II. Metopium toxiferum (poison wood).

III. Melaleuca quinquenervia (cajeput tree/melaleuca).

IV. Casuarina spp. (Australian pine, all species).

V. Bischofia javanica (bischofia, bishopwood).

VI. Acacia auriculaeformis (earleaf acacia).

VII. Araucaria excelsia (Norfolk Island pine).

VIII. Brassia actinophylla (schefflera).

IX. Leucaena leucocephala (lead tree).

X. Cupaniopsis anacardiopsis (carrotwood)

XI. All trees specifically identified as Category I on the Florida Invasive Species Council's List of Invasive Plant Species, as may be amended.

(2) **Native Vegetation and Diversity**

(a) All landscaped areas shall include placement of native vegetation in substantial conformity with the principles outlined in *The Florida-Friendly*

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Landscaping Guide to Plant Selection & Landscape Design (University of Florida) and the Administrative Manual.

(b) The City encourages use of the Xeriscape Landscaping Principles as included in the South Florida Water Management District's publication *Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape,* which is hereby incorporated by reference into this section, amended from time to time.

(c) Existing healthy and well-formed trees and understory vegetation may be preserved and may be used toward meeting the requirements of this section to the extent that they meet the minimum standards.

(d) Plant species identified as invasive species in *List of Invasive Plant Species* (Florida Exotic Pest Plant Council) are prohibited.

(e) The eradication of nuisance vegetation is required on all sites including but not limited to abutting rights-of-way and privately owned natural areas, prior to the issuance of a final Certificate of Occupancy or final approval of any structural modification including vehicular use areas.

(3) **Installation.** All required landscaping and landscape areas shall be installed in accordance with landscaping best management practices, Florida-friendly landscaping principles, American National Standards Institute (ANSI) A-300 standards, and the standards in this subsection.

(a) **Topsoil**

(i) Topsoil shall be sandy loam and contain a 25 percent minimum amount of decomposed organic matter. There must be a slight acid reaction to the soil with no excess of calcium carbonate.

(ii) Topsoil shall have a minimum depth of six inches for groundcover, flowers, shrubs, and hedges and a minimum depth of three inches for turf grasses.

(iii) Trees shall receive 12 inches of topsoil around and beneath the root ball. No topsoil shall be placed on top of the root ball. The root flare of all newly installed trees shall be visible upon installation.

(iv) Topsoil shall be clean and reasonably free of clay, stone, roots, construction debris, weeds, rocks, noxious pests, diseases, and other foreign materials.

(v) Topsoil for all planting areas shall be amended with horticulturally acceptable organic material.

(vi) All soils used shall be suitable for the intended plant material.

(b) **Mulch**

(i) A three-inch minimum thickness of approved organic mulch material shall be applied after initial watering in all areas not covered by buildings, structures, pavement, turf grass, preserved areas, and annual flower beds.

(ii) Each tree and shrub shall have a ring of organic mulch no less than three feet in diameter around its trunk.

(c) **Turf Grass**

(i) Turf grass shall be drought-tolerant and a species of grass that will survive as a permanent lawn in Broward County assuming adequate watering and fertilizing as described in this Section and the Administrative Manual.

(ii) Turf grass shall be viable, free of weeds, and capable of growth and development.

(iii) Planted as sod, strips shall be aligned with tightly fitted joints and no overlap of butts or sides. Sod subgrade shall be reasonably free of all stones, sticks, roots, and other matter prior to placement.

(iv) Turf grass areas may be seeded to meet the requirements of this Code, provided that the area presents a finished appearance and complete coverage before a final Certificate of Occupancy or other approval is issued.

(v) Use of turf grass shall be limited to being a design unifier, shall not be treated as fill-in material, but as a planned element of the landscape. Turf grass shall be consolidated and placed so it can be irrigated separately from other types of plant material. Turf grass shall be restricted to areas that receive pedestrian traffic, provide for practical or recreational use, or provide soil erosion control (e.g., on slopes or in swales).

(vi) St. Augustine turf shall be installed within all unpaved areas of all rights-of-way.

(vii) The Director may authorize large grassed areas not subject to soil erosion, such as playfields, to be grassed by other methods.

(d) **Groundcover**

(i) At the time of installations, groundcover shall be planted with a minimum of 75 percent coverage of the intended groundcover area, with 100 percent coverage occurring within three months of planting.

(ii) For all developed properties, all yards and other portions of land not utilized for structures, parking areas, walkways, driveways, decking,

pools, or other amenities shall be covered with turf grass or living groundcover.

(iii) Nonliving groundcover shall be limited to borders, sidewalks, step stones, and other similar materials, and shall not cover more than 15 percent of the landscaped area. Use of pervious paving materials is strongly encouraged.

(iv) An applicant may apply for an Administrative Adjustment, as described in §10-5.4(P), Administrative Adjustment, of up to 50 percent of the area to be covered with nonliving groundcover for industrial, special utility, and agricultural properties subject to the criteria for Administrative Adjustment approval.

(e) **Vines.** Vines shall be a minimum of 30 inches in supported height upon installation and may be used in conjunction with fences, visual screens, or walls.

(f) **Trees.** Fifty percent of the trees required in this section shall be water-conserving native plant material.

(i) **Palm Trees**

A. Palms shall constitute no more than 20 percent of the total trees required. Any palms provided in excess of this amount shall not count towards the tree requirement.

B. Palms shall have a minimum height of 12 feet and 2 inches DBH at the time of planting, measured from the base of the palm to the tip of the bud, and shall have substantial gray wood characteristics at the time of maturity shall have a minimum of two feet of gray wood at the time of planting.

C. No large palm trees shall be located closer than 25 feet to light poles or overhead utility lines. Refer to Florida Light & Power's "Right Tree, Right Place" guidelines.

D. Certain palms, as determined by the Director, may be substituted for shade trees by grouping three or more palms in close proximity together to create the equivalent crown spread. Certain palms, as determined by the Director, may be substituted on a one for one basis in lieu of shade trees. Refer to §10-4.4(J), Approved Palm and Tree Lists.

(ii) **Shade Trees**

A. Shade trees shall constitute 50 percent of the total trees required, unless specifically addressed in this section.

B. At the time of installation, shade trees shall have a minimum:

1. Trunk caliper of three inches;
2. Height of 15 feet;
3. Crown spread of six feet; and
4. Four and a half feet of clear trunk.

C. No shade tree shall be located closer than 25 feet to light poles or 30 feet to overhead utility lines. Refer to Florida Light & Power's "Right Tree, Right Place" guidelines.

(iii) **Small Trees**

A. Small trees shall have a minimum height of ten feet and the minimum crown characteristics of the species at that height upon installation.

B. Trees with a multiple trunk growth characteristic shall have no more than five main trunks.

C. All small trees shall have a minimum of 30 inches of clear trunk at the time of planting.

(g) **Shrubs.** Fifty percent of shrubs required shall be installed as native plant material. Shrubs shall have a minimum height of 24 inches with a spread of 18 inches upon installation. Shrubs used as a required continuous hedge shall touch one another upon installation.

(h) **Lakes, Canals, and Other Water Bodies**

(i) All lakes, canals, wet retention areas, and other water bodies shall include soil erosion control in the form of turf grass to the edge of the mean high water mark as described in §10-4.4(C)(3)(c), *Turf Grass.*

(ii) No turf grass that requires mowing shall be allowed on slopes greater than four to one.

(iii) All dry retention areas shall be landscaped with turf grass or groundcover in accordance with §10-4.4(C)(3)(c), Turf Grass, and §10-4.4(C)(3)(d), Groundcover.

(i) **Berms**

(i) Berms shall be planted with turf grass or groundcover in accordance with §10-4.4(C)(3)(c), Turf Grass, and §10-4.4(C)(3)(d), Groundcover.

(ii) The maximum slope for berms shall not exceed one foot in height for every three feet in width.

(j) **Fertilizer**

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(i) Fertilizers applied to plant material, including turf grass, within the City shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, "Labeling Requirements for Urban Turf Fertilizers."

(ii) Nitrogen and phosphorus fertilizer shall not be applied to turf grasses or landscape plants except as provided in §10-4.4(C)(3)(j)(i) above unless a soil or tissue deficiency has been verified by an approved test.

(iii) Fertilizer containing nitrogen and/or phosphorus shall not be applied to turf grasses or landscape plants from June 1 to September 30 unless approved by the Director.

(k) **Installation Timing**

(i) **Prior to Certificate of Occupancy.** All required landscaping, including groundcover, shall be installed in accordance with the approved landscape plan or in accordance with any phasing plan and the required planting standards presenting in this Section prior to the issuance of a final Certificate of Occupancy unless otherwise approved by the Director.

(ii) **Extensions**

A. The Director may, for good cause shown, grant extensions to the above time limit, allowing a developer and/or owner to delay the installation of required landscaping.

B. Circumstances that may warrant an extension include, but are not limited to, completion of utility work occurring in the proposed landscape area that is incomplete or delayed.

C. Any extension of the time limit shall be conditioned on the required landscaping being installed as soon as practicable after the delay-warranting circumstances cease to exist. The provision of a performance guarantee shall be required to ensure installation of the required landscaping is performed within one year as described in §10-5.4(I)(3)(c)(i), *Performance Guarantees*.

(4) **Protection of Public Infrastructure.** All shade and medium trees installed within six feet of public infrastructure shall utilize a root barrier system, as approved by the Director.

(5) **Obstructions to Emergency Response Vehicles**

(a) No landscaping or related obstructions shall be placed within seven and a half feet of any fire hydrant.

(b) Landscaping or related obstructions shall not be placed around buildings and structures in a manner that impairs or impedes accessibility for firefighting and rescue operations.

(6) **Stabilization**

(a) Stabilization shall be in accordance with the International Society of Arboriculture standards as amended from time to time.

(b) All palm and shade trees planted as trees shall be securely guyed, braced, and/or staked at the time of planting until establishment. The use of nails, wire, rope, or any other method which could damage the tree or palm is prohibited.

(c) All stabilization systems shall be clearly marked with flags, paint, or other visible medium to prevent hazards and protect the public. Trees shall be re-staked in the event of failure of the staking and guying.

(d) All guys and staking material must be removed when the tree is stable and established, but in no case more than one year after initial planting. Failure to do so will be considered tree abuse and will lead to enforcement action as described in 10-4.4(I)~~(3)~~, Tree Abuse ~~below~~.

(e) All plants shall be installed so that the top of the root ball remains even with or slightly above the soil grade.

(f) All required landscape planting areas and berms shall be stabilized and maintained with turf grass, groundcover, mulch, or other approved materials to prevent soil erosion and allow rainwater infiltration.

(7) **Irrigation System Required**

(a) Irrigation systems shall be provided in all landscaped areas and designed to meet the needs of the plant material within the landscape areas, in accordance with *The Florida-Friendly Landscaping Guide to Plant Selection & Landscape Design* (University of Florida) and in compliance with the watering restrictions of the South Florida Water Management District.

(b) When feasible, irrigation systems shall be designed separately to serve turf grass and non-turf grass areas.

(c) Irrigation and landscape design, installation, and maintenance shall consider soil, slope, and other site characteristics in order to minimize water waste, including overspray, the watering of impervious surfaces and other non-vegetated areas, and off-site runoff. Furthermore, irrigation systems shall not create a hazard to vehicular use areas.

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(d) In the event of damage or other mechanical failure, irrigation systems shall be designed to minimize free flow conditions.

(e) Rain-sensing shutoff switch equipment shall be required on automatic irrigation systems installed after May 1, 1991, to avoid irrigation during periods of sufficient soil moisture, in accordance with Florida Law (F.S. 373.62). Such equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred. Such switches and devices shall be located and installed so that building eaves, balconies, and similar overhands do not interfere with effective operation of the device or switch.

(f) Low-volume, drip, trickle, and emitter irrigation is encouraged, primarily for trees and shrubs, to promote Xeriscape principles.

(g) Irrigation systems shall only be operated before 10:00 a.m., and after 4:00 p.m., or as amended by the State of Florida, Broward County, the City, and/or South Florida Water Management District regulations. It is strongly recommended that irrigation systems operate primarily in the early morning hours after 4:00 a.m. to reduce the likelihood of any horticultural plant diseases developing. Operation of the irrigation system for maintenance, repair, turf grass installation for new construction, and landscape maintenance activities such as required application of water to apply fertilizer, herbicides, and pesticides shall not be limited to these hours.

(h) All new development shall use non-potable water for irrigation source unless a waiver relief letter is provided and approved by the City Engineer.

(L) Minimum Landscaping Requirements

(1) Minimum Development Site Planting Requirements

(a) New developments shall provide plantings within pervious areas of the development site in accordance with the standards in Table 10-4.6 below, for the base zoning district in which the development is located and the size of the lot containing the development.

Table 10-4.6: Minimum Planting Requirements

District	Lot Type and Size	Planting Requirement
RE, R-1, R-2	All lots up to 6,000 SF	5 trees and 20 shrubs [1]
	Lots greater than 6,000 SF	5 trees and 20 shrubs per 3,000 SF or fraction thereof above 6,000 SF [2] [3]
R-3, MUN, MUC, MUG, NC, BP, I-1, I-2	All lots	1 tree and 5 shrubs for every 2,000 SF of pervious area [4]

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PF, RC, RR	All lots	1 tree and 5 shrubs for every 1,000 SF of pervious area [4]

NOTES:
SF = square feet
[1] Two of the five trees shall be shade trees, one being in the front half of the lot and one being in the rear half. A minimum of two trees shall be located in front of the structure.
[2] A minimum of two trees shall be located in front of the structure.
[3] Corner lots greater than 6,000 sf shall require one additional tree and five additional shrubs.
[4] A minimum of 50 percent of the required trees shall be shade trees.

(b) The pervious area not covered by buildings, vehicular use areas, waterways, and walkways shall be landscaped including but not limited to turf grass, groundcover, trees, shrubs, and other plant material.

(c) The area between the street pavement and the property line or swale shall be turf grass or groundcover.

(d) Existing trees and vegetation that are preserved, replaced, or relocated may be credited towards achieving the minimum landscape requirements of this section, provided they meet all applicable requirements of § 10-4.4(K), General Requirements for All Landscaping.

(2) **Perimeter and Waterway Frontage Landscaping**

(a) Properties in any district, except RE, R-1, and R-2, shall provide three trees (one of which is a shade tree) for every 40 linear feet or major fraction thereof, and a continuous hedge along the property perimeter. This requirement is in addition to the other requirements in this section, except along street frontages that shall only require two trees (one of which is a shade tree) and a continuous hedge in addition to the street tree requirements as described in §10-4.4(N).

(b) MUN, MUC, MUG, NC, BP, I-1, and I-2 District properties with main public right-of-way frontage involving only one perimeter, shall reduce this requirement to one shade tree in addition to a continuous hedge and the street tree requirements as described in §10-4.4(F). Corner properties or double frontage property without store fronts facing it shall not be eligible for reduction.

(c) Where abutting properties have the same perimeter landscaping requirement, the perimeter landscaping requirement can be met jointly by the abutting property owners and does not have to be duplicated by each property owner as approved by the Director.

(d) A landscaped area shall be a minimum of ten feet from the property line to any vehicular use area or permanent structure other than permitted

fences, walls, or landscaping unless specifically required elsewhere in this Section.

(e) Waterway frontage shall be landscaped the same as the perimeter requirements stated above. The continuous hedge requirement may be reduced upon determination by the Director for waterway frontages only.

(3) **Buffers**

(a) **Parking Area Buffers.** In all districts except RE, R-1, and R-2, parking areas that abut the public right-of-way shall be required to install a hedge planted a minimum of 24 inches high at time of installation and maintained no higher than 30 inches. Alternatively, a berm 30 inches high shall be installed to screen such parking area from the public right-of-way. Appropriate sight triangles shall be maintained.

(b) **Buffer Between Multi-Family and Single/Two-Family Residential.** Where multi-family residential property directly abuts single- and two-family residentially zoned property, a buffer area shall be provided on the multi-family property. This buffer shall be a minimum continuous depth of ten feet of landscaped area and shall follow the perimeter and waterway frontage requirements required in §10-4.4(L)(2), *Perimeter and Waterway Frontage Landscaping*.

(c) **Properties Abutting or Across from Right-of-way or Water Body.** Properties that directly abut or are directly across from any public right-of-way, canal, other water body, or any other separator from any Residential or RC District, or property zoned open space (including golf courses), shall provide a buffer area on the nonresidential plot per the standards below.

(i) This area shall be a minimum continuous depth of 25 feet of landscaped area.

(ii) A solid masonry wall, stuccoed and painted, or earthen berm, or combination thereof, of at least six feet in height shall be required within this buffer unless the buffer is within a front yard, along a major arterial, or along a Broward County collector street.

A. On the side of the wall or earthen berm that abuts the Residential or RC Districts, or is zoned open spaces (including golf courses), two trees, one tree being a shade tree, shall be installed for every 30 linear feet or major fraction thereof. Additionally, a continuous hedge shall be provided.

B. On the side of the wall or earthen berm that is interior to the nonresidential plot, one shade tree shall be spaced every 40

linear feet. Additionally, a continuous hedge shall be provided.

C. If a berm is utilized, one continuous hedge shall be installed at the top of the berm only.

D. If a wall is utilized, it shall contain a door to permit access necessary for the owners to maintain the required landscaping material. The nonresidential user is responsible for maintenance of both sides of any wall. An optional design or material of such wall may be considered by the Director as long as such wall is designed to be an architectural enhancement to the overall property other than strictly for separation purposes.

(iii) Additional buffer width will be required on property where the building height is five stories or higher or when the property abuts or is across a water body from a residential district. In this case, the minimum width of the buffer shall be 35 feet where there is a water body separator and 50 feet where there is no water body separator.

(d) **SU District Buffers**

(i) A landscape buffer consisting of hedges, trees, berms, or walls shall be installed to provide a visual screen for all lots in the SU district. Any combination of hedges, berms, and walls shall be at least six feet in height at the time of installation in order to screen all the special utility lot from view from any contiguous Residential, Mixed-Use, and Nonresidential Districts, and recreational uses.

(ii) When fences and wall are used as the visual screen, hedges of 36 inches in height at the time of planting shall be planted outside of such fence or all.

(4) **Pedestrian Zones along Building Façades.** Trees and other plantings visually and aesthetically buffer and enhance building façades to reduce air and noise pollution and to conserve energy within the structure.

(a) There shall be a landscaped pedestrian zone along the entire length of all building walls that are the primary frontage as well as building walls that face a vehicular use area, excluding sections of such façade that are utilized for direct access into the building or the pickup location for the drive-through.

(b) These provisions shall be applicable to all zoning districts including all covered parking structures or multi-level parking garages except single-family and duplex single-family properties. However, these provisions shall not be applicable when a building wall faces a dedicated alleyway.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

(c) The minimum width of such landscaped zone for all structures shall be measured from the base of the building to the top of a parapet wall, flat roof, or the midpoint of the eave and ridge for a slopped roof as follows:

(i) For buildings with heights up to and including 60 feet, the landscape zone width shall equal 50 percent of the building height or ten feet, whichever is greater.

(ii) For building with heights greater than 60 feet, the landscape zone width shall equal not less than 30 percent or more than 50 percent of the building height as determined by the Director.

(iii) The required width of the landscape pedestrian zone shall exclusive of any two foot car overhang.

(d) Paved areas in the landscape pedestrian zone may not constitute more than 50 percent of the width of landscape pedestrian zone or seven feet, whichever is less.

(e) One tree shall be installed in this zone per each 30 lineal feet, or fraction thereof, of façade width.

(f) Trees must be of a size as required by §10-4.4(K), *General Requirements for All Landscaping*.

(g) Trees may be grouped, but there must be a minimum of one tree per façade.

(h) The remainder of the landscape area of the zone shall be treated appropriately with plantings, seating, sidewalks, and other pedestrian accessways.

(i) Palms may be substituted for trees in landscape zones of limited width. Palms shall be required at the rate of three palms for each tree that would otherwise be required under this section and must be grouped together within the landscape pedestrian zone, unless the Palm species is designated as a one-for-one substitute.

(j) The Director has the ability to administratively reduce the width of the landscape pedestrian zone and increase sidewalk width. It must be demonstrated that the reduced green space is provided elsewhere onsite and functions to help soften the mass of the structure.



Figure 10-4.4-1: Pedestrian Zones

(5) **Vehicular Use Area Landscaping.** Except as otherwise provided by the provisions of this subsection, all vehicular use areas in all districts shall include landscaping around and within the vehicular use areas as a means of mitigating the microclimate and visual aspects as well as providing safe and secure means for pedestrians to navigate these areas.

(a) **Adjacent to Public Rights-of-Way or Private Roadways**

(i) On the site of a building or open lot providing an off-street parking area or other vehicular use area, landscaping shall be provided between the area and adjacent right-of-way or private roadway as follows:

(ii) At least a width of 15 feet of landscaping, measured from the property line to the closest parking stall and a width of 25 feet measured from the property line to the parallel interior drive aisle, excluding egress and ingress drives, shall be provided.

(b) **Interior Landscaping**

(i) An area or a combination of areas, equal to 15 percent of the total vehicular use area, shall be devoted to interior landscaping.

(ii) Any perimeter landscaping provided in excess of that required by this Code may be counted as part of the interior landscaping

requirement as long as such landscaping is contiguous to the vehicular use area and fulfills the objective of this subsection.

A. Each parking row shall begin and end with a landscaped island unless the parking row terminates into a required perimeter or buffer area.

B. For parking rows which provide more than ten parking spaces, one additional landscaped island shall be provided for every ten parking spaces. The Director may approve a greater number of parking spaces between rows based on unique site constraints.

C. A pedestrian walkway of any kind shall be added to the overall required width of a landscape parking island to maintain the minimum continuous nine-foot foot permeable area to accommodate a shade tree.

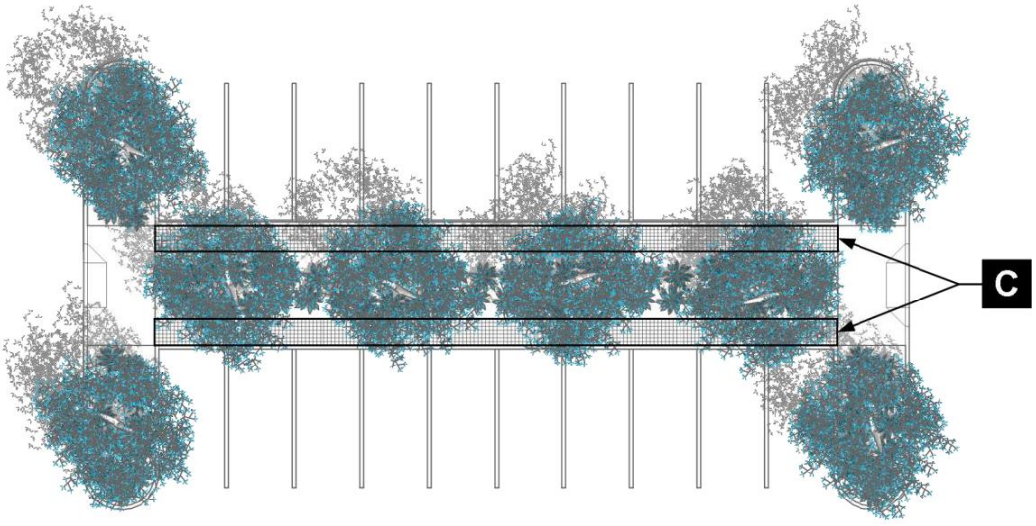


Figure 10-4.4-2: Pedestrian Walkway in Landscape Parking Island

D. The location of islands can deviate from the above if the purpose of this is to preserve existing on site trees as approved by the Director.

E. Landscaped islands shall be at least ten feet in overall width, nine feet inside curb permeable area, by 18 feet in overall length, 16 feet inside curb permeable area and shall have at least one shade tree.

F. The island shall be covered with turf, mulch, or other living ground cover.

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G. The soil utilized within parking lot islands must be a minimum of 36 inches in depth of natural soil not consisting of road rock, imported fill, or other miscellaneous debris. Any grassed parking areas shall comply with the parking island requirements above.

H. Other suitable solutions or innovative designs to reduce heat and glare from vehicles may be substituted when approved by the Director, providing that no parking stall is further away than 50 feet from a tree, measured in a straight line from the tree trunk. Plans may be submitted showing aggregate clusters of tree planting equivalent to or greater than the total area of all required parking islands. These plans must be reviewed and found acceptable by the Director.

I. A landscaped area having a width of at least nine feet inside curb permeable area shall be provided between abutting parallel rows of parking spaces and shall contain one shade tree for every 30 lineal feet of landscaped area. The soil utilized within this area shall be a minimum of 36 inches in depth of natural soil not consisting of road rock, imported fill, or other miscellaneous debris. A pedestrian walkway of any kind shall be added to the overall required width of a landscape area and shall be located on one side in order to maintain the minimum continuous nine-foot permeable area and accommodate the row of shade trees.

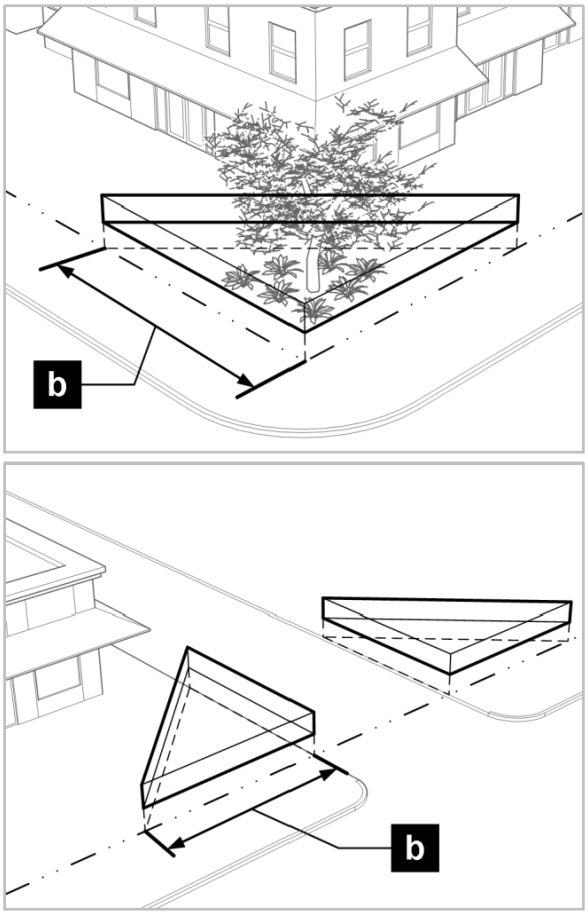


Figure 10-4.4-3: Sign Visibility Triangle

(6) **Sight Distance.** When an accessway intersects a public right-of-way, or when the subject property abuts the intersection of two or more public rights-of-way, a sight visibility triangle shall be provided. The sight visibility triangle shall provide unobstructed cross-visibility for vehicular, pedestrian and bicycle traffic at a level between three feet and six feet measured from grade level. The sight visibility triangles are formed as follows:

(a) The areas of property on both sides of an accessway formed by the intersection on each side of the accessway and the public right-of-way line, with two sides of each triangle being 25 feet in length from the point of intersection and the third side being a line connecting the ends of the other two sides.

(b) The area of property located at a corner formed by the intersection of two or more public rights-of-way, with two sides of the triangular area being 30 feet in length along the abutting public right-of-way lines, measured from

their point of intersection, and the third side being a line connecting the ends of the other two sides.

(c) Obstructions to be restricted in the sight visibility triangles are found in the City's Engineering Standards.

(7) **Landscape Requirements for Existing Uses**

(a) **Development Thresholds Requiring Compliance with Landscaping Requirements.** Existing properties, including parking lots, that are not in compliance with these regulations shall, upon the occurrence of any one of the following events, be subject to the provisions of this §10-4.4, *Landscaping and Tree Preservation*, if:

(i) The total square footage of the vehicular use area is increased by more than 20 percent; or

(ii) There is a structural addition that increases the combined total gross floor area of all existing buildings on the property more than 1000 square feet or by 50 percent, whichever is less; or

(iii) Building elevation changes, excluding minor cosmetic items such as painting, lighting fixtures, awnings, and signs, involving 50 percent or more of the exterior walls of a roofed structure on the property within a two-year period. A modification to only part of elevation shall constitute a change in the entire elevation of that exterior wall; or

(iv) Any tenant change for a stand-alone non-residential structure that also involves any change to any building elevation, excluding minor cosmetic items such as painting, lighting fixtures, awnings, and sign painting; or

(v) Any tenant change for a non-residential structure that is the anchor tenant of a property that also involves any change to any building elevation, excluding minor cosmetic items such as painting, lighting fixtures, awnings, and signs.

In the event an existing property cannot abide by the current provisions of this Section, if the above actions occur, the Director may require a property owner to bring the site to current standards to the greatest extent possible as determined through the Development Review Committee process.

(b) **Existing Parking Lot Compliance**

(i) Existing parking lots that do not meet the requirements of this Code with regards to the size of landscaped parking

island dimensions must increase the size of such islands to meet Code requirements to such a level that will not substantially reduce actual parking spaces below required parking as required by 10-4.3(D), Off-Street Parking Requirements*, above*. The Director shall make this determination after the Director and property owner have done a complete review of required parking and existing and proposed uses in the property. This process will be initiated by criteria detailed in subsection (7) above regarding nonconforming properties criteria. The following options may be employed, as an alternative to accomplish this objective:

A. Smaller size trees may be substituted in parking islands as determined by the Director.

B. Parking islands may be eliminated and grouped to provide larger parking islands in other areas of the property as described in the above Section.

C. A combination of the above options may be employed to maximize the amount of larger islands and maintaining required parking spaces for the property.

(M) **Screening**



Figure 10-4.4.4-4: Dumpster Enclosure Example

(1) **Accessory Structures.** Generators, air conditioning units, bottled gas tanks, irrigation pumps, swimming pool pumps and heaters, garbage containers at ground level, utility boxes, and similar accessory structures shall be screened with shrubs or an opaque fence on all applicable sides. Shrubs planted for this purpose shall be in addition to the requirements in Table 10-4.6 above. A hedge, berm, wood fence, or wall, maintained at a minimum of six inches above the items to be screened, may be used to satisfy the screening requirements as approved by the Director.

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(2) **Dumpster Enclosures.** A minimum 24-inch high continuous hedge shall be provided around any dumpster enclosure except for the access gate and pedestrian opening. This includes any dumpster used for waste, recycling, or other purposes.

(3) **Outdoor Storage Areas**

(a) Outdoor storage areas that are adjacent to a residential zoning district, a lot containing a residential use in a mixed-use zoning district, public open space, public trail, or public street, shall be screened from view by a vegetative screen or by a solid wall or fence.

(b) The walls or vegetative screen shall be a minimum of six feet in height, but in any event the walls or vegetative screen shall be higher than the screened outdoor storage and 100 percent opaque.

(c) The fence or wall design shall incorporate at least one of the primary materials and colors of the nearest wall of the primary building (but excluding unfinished CMU block).

(N) **Street Trees.** The following standards shall be required in addition to other tree requirements in §10-4.4, *Landscaping and Tree Preservation.*

(1) **General**

(a) Non-residential and multifamily property owners may apply for a permit to plant a tree in the swale area of a public or private street abutting the property owned by the applicant. The location and species of the tree or trees shall be approved by the Director.

(b) The property owner shall maintain the tree or trees. The City reserves the right to disallow trees in the swale that conflict with a public drainage purpose.

(c) Residents may apply for Minor Site Plan Approval as described in §10-5.4(H)(3)(f) for tree planting approval within the rights-of-way of local streets. Costs of trees and installation may be assessed and be paid for by the respective groups or property owners.

(2) **New Development**

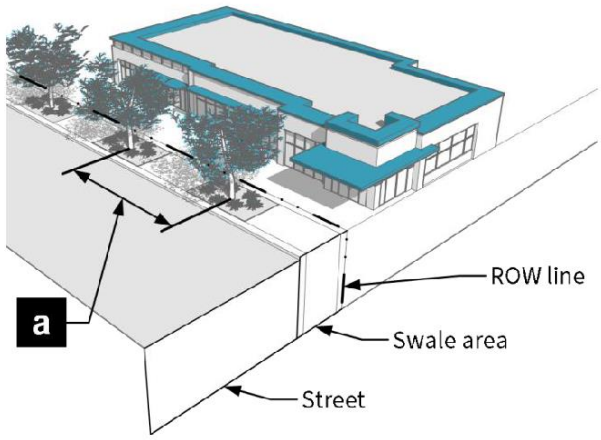


Figure 10-4.4-5: Street Trees

(a) One street tree shall be required for every 40 linear feet of separate street frontage and shall be planted no further than 60 feet and no closer than 15 feet apart.

(b) All street trees are to be placed in the swale area of the public or private street or a location in accordance with the requirements of this Section in order to accommodate location of utilities and/or street widening.

(c) Street trees shall be approved shade trees species, unless an alternative tree species is approved by the Director.

(3) Nonconforming Properties. Nonconforming landscaping on the site of a remodeled structure, expanded structure, or expanded use area shall comply with the requirements of this Section to the maximum extent practicable.

(O) **Historic Trees**

(1) The Director may recommend from time to time the designation of certain trees located within the City as specimen or historic trees based on the criteria below. The City Manager shall review such recommendation and add thereto their own comments and recommendations, and the matter shall be presented to the City Commission for its determination.

(a) The tree is located on historically significant property and is related to an historic event; or

(b) The tree is uniquely related to the heritage of the City and/or Broward County; or

(c) The tree is at least seventy-five (75) years old.

(2) The City Commission shall consider the report of the Director and the recommendation of the City Manager and shall either accept, modify, or deny the recommendation.

(3) The City Commission may designate by resolution those trees it deems appropriate as specimen or historic trees.

(P) **Landscape Maintenance.**

(1) All landscaped areas shall be maintained in a live, healthy, and growing condition, properly watered and trimmed according to the standards below.

(a) All owners of land or their agents shall be responsible for the maintenance of all landscaping.

(b) All landscaping includes mowing and maintaining abutting rights-of-way, swales, lakes, and canal banks.

(c) Landscaping shall be maintained to minimize property damage and public safety hazards.~~, including removal of living, dead, or decaying plant material,; removal of low hanging branches, and those obstructing street lighting; and maintenance of sight distance standards.~~ All property owners shall be responsible for maintaining any unpaved public right-of-way abutting their property, including keeping grass, weeds, and other vegetation trimmed to a height not exceeding six (6) inches above ground level. Maintenance shall also include the removal of living, dead, or decaying plant material; trimming of low-hanging branches and those obstructing street lighting and affecting required sight distance standards; and pruning of root structures to prevent damage to public improvements and/or infrastructure.

(d) Dead or declining plant material considered to be part of a natural habitat feature located on public property are exempt from these landscape maintenance provisions except where maintenance is necessary to avoid damage to public property or to mitigate safety hazards.

(e) There shall be no use of mechanical equipment for the purpose of maintaining a preserved ecological community, as identified in a natural resource protection area plan or a development of regional impact, unless specifically authorized in writing by the Director.

(f) It is unlawful for a property owner to allow any hazardous tree, or any part thereof, to remain on the property. A hazardous tree shall be removed when, in the professional judgment of a certified arborist recognized by the International Society of Arboriculture or a landscape architect licensed by the Florida Board of Landscape Architecture, the tree is defective, diseased, dying, or dead; poses a high risk of structural failure that presents a danger to persons or property; or is causing damage to public

or private property or structures, where such damage cannot reasonably be addressed by any means other than removal. The Director shall have final authority to determine whether a tree qualifies as hazardous under this subsection and, in the case of an open code enforcement action, whether a tree removal permit shall be required.

(2) **Maintenance Standards.** Landscaping shall be maintained in accordance with the standards below.

(a) **Insects and Disease.** Landscaping shall be kept free of visible signs of insect infestation and disease.

(b) **Mulching**

(i) Three inches of clean, weed-free, approved organic mulch shall be maintained over all areas originally mulched at all times until landscaped area matures to one hundred percent coverage. Mulch must be kept a minimum of six inches from the trunk of any tree. The use of heat-treated mulch obtained from Melaleuca, eucalyptus, or other invasive plant species is encouraged in order to reduce their impact on the environment and to preserve the remaining plant communities. For this reason, the use of cypress mulch is strongly discouraged.

(ii) Mulch shall be maintained in accordance with the standards of §10-4.4(P)(2)(b), *Mulch.*

(c) **Mowing and Trimming**

(i) Landscaping shall be weeded, mowed, pruned, and/or trimmed in a manner and at a frequency so as not to detract from the appearance of the general area.

(ii) Turf grasses shall be mowed by removing no more than one-third of the leaf blade at each cutting.

(iii) St. Augustine and Bahia turf shall be mowed at a height no less than three inches.

(iv) All public rights-of-way, curbs, and sidewalks shall be edged to prevent encroachment from the adjacent turfed areas. Line trimmers shall not be used to trim turf abutting trees or other plant material.

(d) **Pruning**

(i) **General**

A. All property owners or their agents must prune trees in accordance with ANSI A-300, as amended from time to time. Any pruning performed without conformance to these standards shall be subject to enforcement by the City.

B. All tree pruners who provide services in the City shall hold a valid local business license in Broward County as well as a valid Broward County tree trimmer license.

C. If pruning is deemed tree abuse per §10-4.4(~~P~~H)(~~1~~), *Tree Abuse*, and causes tree removal, a Tree Removal License shall be required from the City.

D. Any landscaping found growing into public rights-of-way shall be pruned at a minimum to the vertical clearances below:

1. Eight and a half feet above sidewalks;
2. 14 feet above local and collector streets; and
3. 18 feet above arterial streets.

E. Any landscaping found growing into a canal right-of-way shall be pruned to provide a minimum vertical clearance of eight feet above the mean water level or top of seawall.

F. Topiary pruning of shade and small trees by shearing or trimming into an unnatural shape, such as round like a lollipop, is not prohibited, but strongly discouraged. Trees pruned in this manner will not be counted towards fulfilling the minimum landscape requirements outlined in this Section.

(ii) **Exemptions**

A. The removal of diseased or dead portions, such as palm fronds, of one tree that does not result in said tree creating a threat to public safety or adjacent property is allowed.

B. The removal of an interfering, obstructing, or weak branch of a tree such that it does not result in said tree creating a threat to public safety or adjacent property is allowed.

C. Pruning to reduce or eliminate interference with or obstruction of street lights, stop signs, or traffic signals is

allowed provided tree abuse does not occur per § 10-4.4(H)~~(1)~~, *Tree Abuse.*

D. Failure to remove or properly prune a tree damaged by a natural disaster within 30 days shall be a violation of this Code.

(e) **Maintenance of Irrigation Systems**

(i) Irrigation systems shall be maintained and promptly repaired to eliminate water loss due to damaged, missing, or improperly operating sprinkler heads, emitters, pipes, and other parts necessary for a fully functioning irrigation system.

(ii) Irrigation systems shall be designed, installed, and maintained to minimize application of water to impervious areas and/or so as not to create a hazard to vehicular use areas.

(iii) Low-volume, drip, trickle, and emitter irrigation is encouraged to promote good Xeriscape principles where applicable.

(iv) A functioning rain sensor/shutoff device shall be required on all irrigation systems installed after May 1, 1991, as mandated by F.S. §373.62.

(v) In order to reduce the amount of water lost to evaporation, irrigation systems shall be operated between the hours of 4:00 p.m. and 10:00 a.m. only, or as amended by state, county, city and/or South Florida Water Management District regulations. It is furthermore strongly recommended that irrigation systems operate primarily in the early morning hours after 4:00 a.m. to reduce the likelihood of any horticultural plant diseases developing. Operation of the irrigation system for maintenance, repair, sod installation for new construction and landscape maintenance activities (such as required application of water to apply fertilizer, herbicides and pesticides) is not limited to these hours.

(vi) The duration that zones are operated should be adjusted to reflect the size of the zone as well as the needs of the plant material in the zone. Unnecessary and excessive watering can promote root rot and other plant diseases.

(vii) Under drought conditions, compliance with the watering restrictions of the South Florida Water Management District is required.

(f) **Golf Course Landscaping and Maintenance.** Any site upon which a golf course is developed shall be landscaped and maintained in a neat, ~~and~~ clean, live, healthy, and growing condition, adequately watered and trimmed, free of any structure, refuse, or debris. Golf course design should aim to preserve and support existing natural features, including multiple vegetation types not just turf grass. Utilizing more natural, less resource-intensive non-turf and transitional vegetation can encourage more biodiversity and decrease habitat fragmentation.

(g) **Replacement Requirements and Enforcement**

(i) Improper maintenance shall include, but not be limited to, tree abuse, failure to supply adequate water, failure to replace missing or deficient landscaping, failure to maintain landscaping so as to meet the intent of the landscape code, such as buffering.

(ii) Landowners or their agents shall be responsible for ensuring that plant material required by this ~~Section~~ section, or installed pursuant to a landscape code previously in effect, are replaced if such plant material dies, or are abused, following the issuance of a Certificate of Occupancy. The owner shall have 45 days to install the required landscaping.

(iii) In the case of improper maintenance of any landscaping, the owner or agent shall desist immediately, and shall replace or repair all damaged landscaping, at the discretion of the Department.

(iv) Preserved vegetation which dies following the issuance of a Certificate of Occupancy shall be replaced with the equivalent replacement of plant material.

(v) Prohibited plant species and nuisance trees shall not be replaced in-kind, but shall be replaced with ~~a similar~~ plant species approved by the Department.

(vi) Any planting of turf grasses, shrubs, or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant materials. The diameter of the replacement tree shall be equal to or greater than the diameter of the abused tree. More than one tree may be utilized for replacement if the aggregate sum of the diameters of the replacement trees is equal to or greater than the diameter of the abused tree.

(vii) Each replacement tree shall be on the approved tree list. The equivalent replacement trees shall be Florida No. 1 quality or better. Each replacement tree shall have the

largest diameter commercially available in Dade, Broward, and Palm Beach counties for the tree species selected, provided that no replacement tree shall have a diameter of less than three inches. Diameter measurements shall be made at four and a half feet above the ground.

(viii) Replacement trees shall be installed onsite. In the event the site cannot accommodate all required replacement trees, the remaining replacement trees shall be installed on public lands if approved by the enforcement agency and the applicable jurisdiction that owns such lands.

(ix) Remedial actions and replacement required under this Section shall be completed within established time frames through the City's code enforcement procedures. The enforcement agency may require the violator to immediately undertake remedial actions in the event the abused tree is an immediate threat to the public or property.

(x) Any violations of this subsection shall be referred to the code ~~enforcement~~ compliance division for enforcement. Each individual tree which is missing, removed, or damaged shall be considered a separate violation. In addition, any other missing, removed, or damaged landscaping shall be considered as additional violations. Each day such failure or neglect continues shall be deemed a separate offense. Violator shall mean a person who violates this Article. The owner of property upon which the abused tree is located shall also be deemed a violator if the tree abuse is undertaken by the owner's employee, agent or person under the owner's control.

(xi) Missing, damaged, or removed irrigation (where required) shall also be considered a separate violation of this Code. Each day such failure or neglect continues shall be deemed a separate offense.

(h) **Root Systems**

(i) Complete removal of root systems and stumps is required to the greatest extent possible, as applicable.

(ii) Root pruning must be ~~done so as to~~ performed in a manner that does not irreparably damage the tree ~~if it creates~~ or create a safety hazard.

(i) **Emergencies and Utilities**

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

(i) In emergencies such as floods, hurricanes, or other disasters, or in cases where a fallen tree is interrupting service or is limiting access to utility facilities, the requirements for implementing ANSI A-300 shall not apply to utility companies.

(ii) Failure to remove or properly prune a tree damaged by a natural disaster within a reasonable period of time corresponding to the severity of the disaster as determined by the Director shall be a violation of this Code.

(iii) The Hazard Pruning Standards and the Crown Reduction Standards of the American National Standards Institute apply to utility companies' tree pruning activities.

(Q) **Tree Preservation**

(1) **Tree Preservation.** The following minimum standards shall apply to all trees designated for preservation from damage during development activities.

(a) Land designated for conservation by Broward County or the City shall be exempted from this section.

(b) No impervious surface including but not limited to paving or buildings, shall be located within the dripline of any tree proposed for preservation.

(c) Retaining walls and dry wells shall be utilized where needed to protect trees from severe grade changes.

(d) For shallow fills, all fill material shall be gently sloped down to the level of the tree roots leaving the tree in a depression larger than the spread of its crown.

(e) No parking, vehicle maintenance, storage of construction materials or debris, or cleaning of equipment shall occur within areas marked for preservation, including but not limited to the dripline of any individual tree.

(f) In areas of unique natural or unusual vegetation, both the understory and the trees shall be preserved. Any alteration or mitigation are subject to the natural resource protection provisions of § 10-4.~~8~~4 of the City Code.

(g) Trees to be preserved shall be designated as such in either a Tree Removal License approved by ~~Broward County~~ the City or a tree protection plan approved by the Department.

(h) Prior to any clearing of improved, vacant, or unimproved land, unless specifically exempted from this section, trees to be preserved shall have barriers constructed around them to prevent physical damage from heavy equipment and other activities incidental to development.

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SECTION 3. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

SECTION 4. That all Ordinances or parts of Ordinances, Resolutions, or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. This Ordinance shall become effective upon adoption.

[INTENTIONALLY LEFT BLANK]

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

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.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in <u>underlined</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: TO2597 Text Amendment - Landscaping & Tree Preservation

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):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

TAMARAC
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Business Impact Estimate

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):



TO#2597

Text Amendment to Section 10-4.4,
Landscaping and Tree Preservation
City of Tamarac Land Development Code

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Excellence Always

LDC Text Amendment

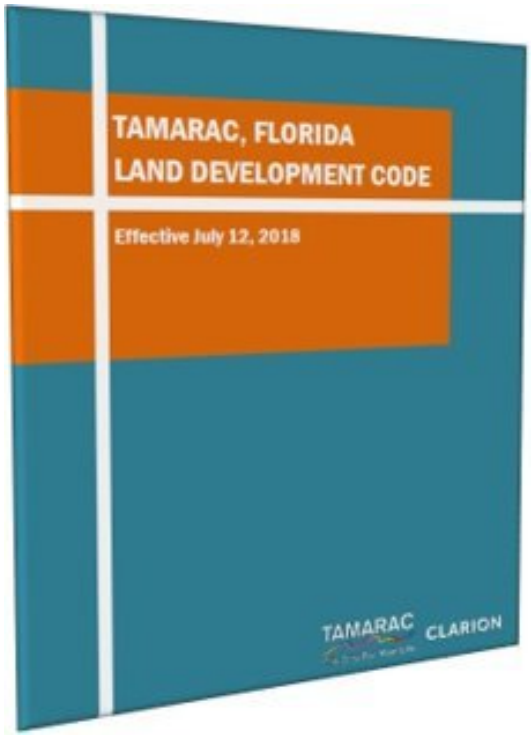
Text Amendment to Land Development Code
TO2597 : Landscaping and Tree Preservation

Ordinance amending Chapter 10, Entitled "**Land Development Code**", Article 4, entitled "**Development and Design Standards**", by specifically amending Section 10-4.4, entitled "**Landscaping and Tree Preservation**", to **clarify** and **strengthen** the City's landscaping and tree preservation regulations, to promote **consistency** in their **interpretation**, **application**, and **enforcement**, and to **expand** the purposes for which the tree preservation trust **funds** may be used.

- Chapter 10, Land Development Code

- Article 4, Development and Design Standards

- Section 10-4.4, Landscaping and Tree Preservation



Excellence Always

Landscaping & Tree Preservation Program

Feb 2023
Strategic Planning
CC directed Staff to pursue local program autonomy

Jun 2023
City Commission
Ordinance adopted

Aug 2023
Broward County
Notice of County Municipal Certification



City of Tamarac Implementing & Enforcing the Ordinance

Aug 2025
Planning Board
Text Amendment to Landscaping & Tree Preservation Ordinance

Aug 2025
City Commission
1st Reading

Why Update the Landscaping and Tree Preservation Ordinance?

Background



- Ordinance has been in effect for 2 years
- Staff have actively implemented and enforced its provisions and
- Identified residents' concerns

Why the Update?

- Clarify key terms to eliminate ambiguity
- Strengthen enforcement provisions
- Improve consistent interpretation
- Broaden trust fund uses to include private property



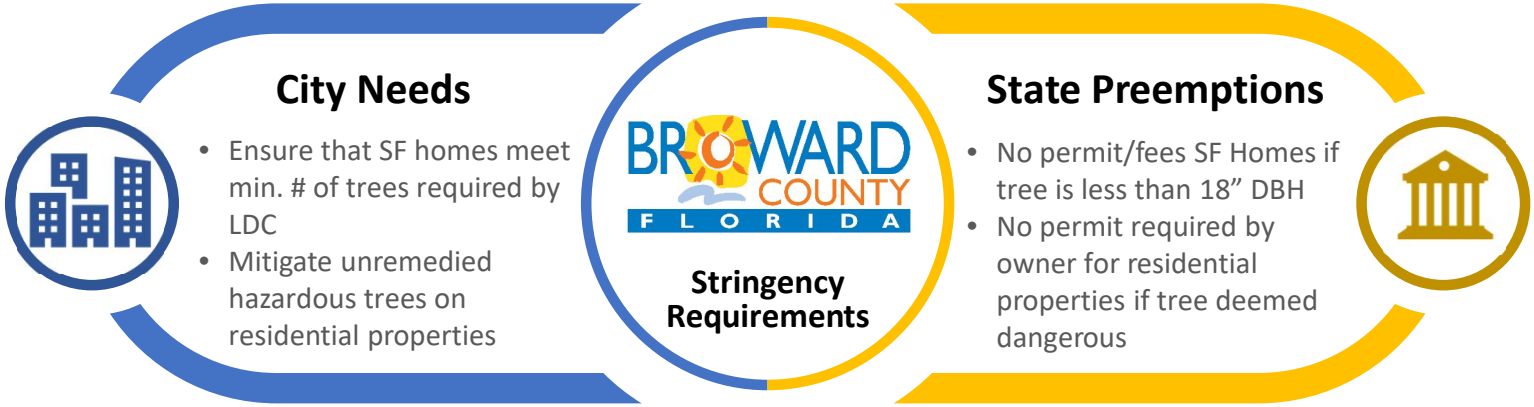
What We Found



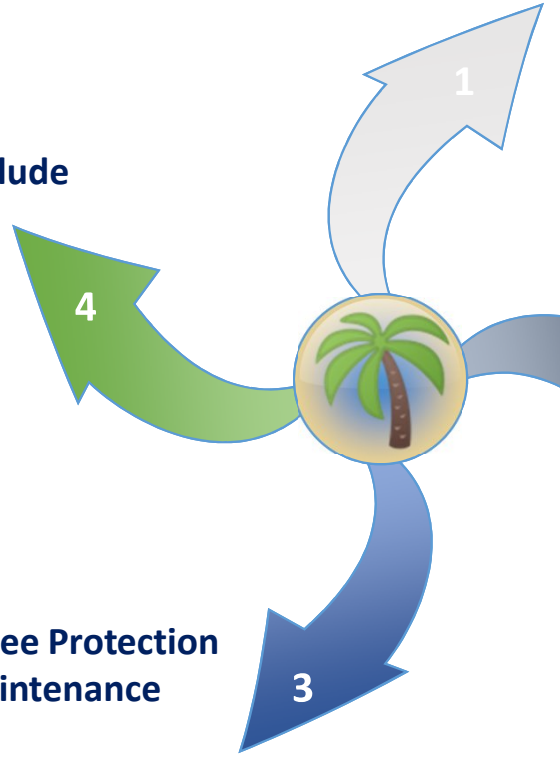
- Gaps in definitions and enforcement clarity
- Ambiguities in certain clauses
- Limitations on trust funds expenditures

Considerations

Balancing City Needs, County Stringency Standard, and State Preemptions



Amending the City's Landscaping and Tree Preservation Ordinance



Improve Clarity Through New Definitions

Enhance Tree Removal Licensing Standards

Strengthen Tree Protection & Update Maintenance Regulations

Expand eligible uses of tree preservation trust funds to include private property

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Proposed Changes

Amendment to Section 10-4.4 Landscaping and Tree Preserva?on

What Changed?

10-4.4(C) Defini?ons
10-4.4(F) Tree Removal License Requirements and Standards
10-4.4(I) Tree Preserva?on Trust Fund
10-4.4(K) General Requirements for All Landscaping
10-4.4(P) Landscape Maintenance

Cleanup, minor edits, correct references

Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

Proposed Changes (1)

Amendment to Section 10-4.4 Landscaping and Tree Preservation

10-4.4(C) Defini?ons

- *Hazardous Tree* means any tree that poses a threat to public safety, property, or the lawful use of land. This includes trees that create a safety hazard to pedestrian or vehicular traffic or that may disrupt public utility services; trees that endanger existing buildings, structures, or other improvements; trees that obstruct reasonable access to a lot or parcel, provided the proposed access complies with applicable regulations; diseased trees that threaten the health or safety of people, buildings, improvements, or other trees; trees significantly weakened by age, storm, fire, or other injury, as determined by the director, such that they present a danger to persons or property; or trees that prevent the lawful development or physical use of a lot or parcel.
- *Nuisance Tree* means any non-native plants or trees as determined by the Florida Exotic Pest Plant Council, that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives.
- *Property Owner* means the person or persons shown on the county real estate tax records as the owner of the property.
- *Public Right-of-Way* means all streets, roads, alleys, lanes, waters or other public ways where the public has the right to travel or which are open to the use of the public.

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Proposed Changes (2)

Amendment to Section 10-4.4 Landscaping and Tree Preservation

10-4.4(F) Tree Removal License Requirements and Standards

(1) License Requirements

(c) Exemptions from Licensing: Unless otherwise prohibited by the City Code, the following activities are exempted from the licensing requirements of this article provided that no nuisance or any condition which adversely affects the environment or public health is created, and provided that the activity does not violate any provisions of the City Code, or Broward County, or federal, state:

i. Removal of any tree that is hazardous to the extent that its continued existence creates an imminent threat to public safety or property. In order to claim this exemption, the owner of the property must document by photographs or other evidence that such condition(s) existed prior to the removal of the tree. In the case of Natural Forest Communities, specimen trees or historic trees, documentation of the condition must be presented to the Department within forty-eight (48) hours of removal;

ii. Removal of any tree on owner-occupied residential properties of one (1) acre or less developed for detached single-family and duplex usage, except the following:

A. Previously preserved, relocated or replaced trees that were preserved, relocated or replaced pursuant to a tree removal license; or

B. Historical or specimen trees; or

C. Trees that, if removed, would result in the property not satisfying the minimum tree quantity requirements specified in Table 10-4.6.

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Proposed Changes (3)

Amendment to Section 10-4.4 Landscaping and Tree Preservation

10-4.4(I) Tree Preservation Trust Fund

(4) Trust Fund Expenditures: Monies in the trust fund shall be expended, utilized, and disbursed for the planting of trees and any other ancillary costs associated with the planting of trees ~~on public lands~~ in the City~~.~~ including but not limited to planting trees and removing hazardous trees on real property within the City, supporting tree maintenance and preservation activities, funding educational outreach programs, providing tree giveaways to residents to promote long-term canopy preservation, and to cover the expense of relocation of trees to public lands. Expenditures from the Trust Fund shall be recommended by the Director and shall be made in accordance with adopted City policies and procedures. Ancillary costs related to the planting of trees on public lands shall not exceed twenty percent (20%) of the cost of the particular tree planting project, and shall include landscape design services, irrigation, additional landscaping, and any other items or materials necessary for the proper installation and maintenance of tree planting projects. ~~These monies may also be used to cover the expense of relocation of trees to public lands in the City and the expense of periodically distributing saplings to the public to increase tree canopy coverage in the City.~~

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Proposed Changes (4)

Amendment to Section 10-4.4 Landscaping and Tree Preservation

10-4.4(K) General Requirements for ALL Landscaping

(1) Plant Material

(d) All landscaped areas shall be maintained free of nuisance species, including natural areas within developed property. The following species are considered nuisance species:

I. Schinus terebinthifolius (Brazilian pepper tree/Florida holly).
II. Metopium toxiferum (poison wood).
III. Melaleuca quinquenervia (cajeput tree/melaleuca).
IV. Casuarina spp. (Australian pine, all species).
V. Bischofia javanica (bischofia, bishopwood).
VI. Acacia auriculaeformis (earleaf acacia).
VII. Araucaria excelsia (Norfolk Island pine).
VIII. Brassia actinophylla (schefflera).
IX. Leucaena leucocephala (lead tree).
X. Cupaniopsis anacardiopsis (carrotwood)
XI. All trees specifically identified as Category I on the Florida Invasive Species Council's List of Invasive Plant Species, as may be amended.

Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

Proposed Additions (4)

Amendment to Section 10-4.4 Landscaping and Tree Preservation

10-4.4(P) Landscape Maintenance

(1) All landscaped areas shall be maintained in a live, healthy, and growing condition, properly watered and trimmed according to the standards below.

(c) Landscaping shall be maintained to minimize property damage and public safety hazards.~~, including removal of living, dead, or decaying plant material,; removal of low hanging branches, and those obstructing street lighting; and maintenance of sight distance standards.~~ All property owners shall be responsible for maintaining any unpaved public right-of-way abutting their property, including keeping grass, weeds, and other vegetation trimmed to a height not exceeding six (6) inches above ground level. Maintenance shall also include the removal of living, dead, or decaying plant material; trimming of low-hanging branches and those obstructing street lighting and affecting required sight distance standards; and pruning of root structures to prevent damage to public improvements and/or infrastructure.

Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

Proposed Additions (4)

Amendment to Section 10-4.4 Landscaping and Tree Preservation

10-4.4(P) Landscape Maintenance

(1) All landscaped areas shall be maintained in a live, healthy, and growing condition, properly watered and trimmed according to the standards below.

(f) It is unlawful for a property owner to allow any hazardous tree, or any part thereof, to remain on the property. A hazardous tree shall be removed when, in the professional judgment of a certified arborist recognized by the International Society of Arboriculture or a landscape architect licensed by the Florida Board of Landscape Architecture, the tree is defective, diseased, dying, or dead; poses a high risk of structural failure that presents a danger to persons or property; or is causing damage to public or private property or structures, where such damage cannot reasonably be addressed by any means other than removal. The Director shall have final authority to determine whether a tree qualifies as hazardous under this subsection and, in the case of an open code enforcement action, whether a tree removal permit shall be required.

Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

Review Standards

The Director of Community Development has determined that the established criteria for the **granting of Text Amendment** to the Land Development Code **has been met** per **Section 10-5.4(D)(3)**

a) Is consistent with the Comprehensive Plan;
b) Conflicts with any other provisions of this Code or the Tamarac City Code;
c) Is required by changed conditions;
d) Addresses a demonstrated community need;
e) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City;
f) Would result in a logical and orderly development pattern;
g) Would avoid significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Strategic Goals

City of Tamarac Strategic Planning





Recommendation

Text Amendment to Land Development Code
TO2597: Landscaping and Tree Preservation

The Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Article 4, entitled "Development and Design Standards," Section 10-4.4, entitled "Landscaping and Tree Preservation," to clarify and strengthen the City's landscaping and tree preservation regulations, to promote consistency in their interpretation, application, and enforcement, and to expand the purposes for which tree preservation trust funds may be used on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting.


THANK YOU!
QUESTIONS
TAMARAC
The City For Your Life

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2598

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2598 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 5 of the City of Tamarac Land Development Code, entitled "Development Review Procedures," by amending Section 10-5.2, entitled "Summary Table of Development Review Procedures" , specifically Table 10-5.1 and Table 10-5.2, entitled "General Notice Requirements"; and amending Subsection 10-5.4(J), entitled "Plat Approval," to designate the Director of Community Development as the administrative authority for plat and replat submittals, and to revise plat approval procedures in compliance with Senate Bill 784, amending Section 177.071 Florida Statutes, as set forth in Exhibit "A"; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

ATTACHMENTS:
1-Memo_2598.docx
2. TO#2598 text Amendment 10-5.docx
Exhibit A Senate Bill 784.pdf
BIE TO2598.docx
7b TO2598-Platting Staff.pptx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-07-002M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: August 13, 2025

RE: Ordinance amending Chapter 10, Article 5 of the City's Land Development Code by amending Section 10-5.2, "Summary Table of Development Review Procedures," specifically Table 10-5.1 and Table 10-5.2 "General Notice Requirements"; and amending Section 10-5.4(J), "Plat Approval," to designate the Director of Community Development as the administrative authority for plat and replat submittals and to revise plat approval procedures in compliance with Senate Bill 784 –**Temp. Ordinance No. 2598**

Recommendation: The Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Article 5 of the City's Land Development Code, by amending Section 10-5.2, "Summary Table of Development Review Procedures," specifically Table 10-5.1 and Table 10-5.2, "General Notice Requirements; and amending subsection 10-5.4(J), "Plat Approval," to designate the Director of Community Development as the administrative authority for plat and replat submittals and to update the plat approval procedures in compliance with Senate Bill 784 on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting (see attached Temporary Resolution No. 2598).

Issue: SB 784, effective July 1, 2025, amended F.S. § 177.071 to require municipalities to designate an administrative authority responsible for receiving, reviewing, and approving plat and replat submittals. The law mandates administrative action within specific timeframes and limits the ability to delay the process through extension requests. SB 784 was adopted to streamline the plat review process statewide and to provide greater consistency and predictability in the local review of subdivision plats (see attached Exhibit A Senate Bill 784).

Background: In accordance with Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, municipalities possess broad home rule authority to adopt ordinances to protect public welfare. SB 784 mandates procedural reforms to the platting process and requires that municipalities administratively approve qualifying plats and replats that comply with statutory requirements.

To satisfy this new state requirement, the City must revise Section 10-5.4(J) of the Land Development Code, as well as Section 10-5.2, specifically the applications table (Table 10-5.1) to:

- Designate an administrative authority;
- Set a 7-business-day timeframe for acknowledgment of submittals;
- Establish clear approval, conditional approval, and denial procedures; and
- Prohibit the City from requesting time extensions from applicants.
- Revise the Table to mark the plat application as Administrative as opposed to a public hearing.

Analysis: The proposed text amendment to Chapter 10, Article 5 of the City's Land Development Code revises subsection 10-5.4(J), "Plat Approval," to codify compliance with SB 784 by designating the Director of Community Development as the sole administrative authority for the review and approval of

plat and replat applications. Under this amendment, plat and replat requests will no longer be considered by the Planning Board or the City Commission and must be approved through an administrative process. The amendment also establishes required timeframes for notice and action, thereby enhancing procedural consistency and ensuring timely responses. These changes improve internal accountability, align local procedures with state law, and provide greater clarity and predictability for applicants. Additionally, Section 10-5.2, "Summary of Development Review Procedures," specifically Table 10-5.1 and Table 10-5.2, "General Notice Requirements" are updated to reflect the revised, administratively driven plat approval process.

Amendment to Text of Development Code

- Is consistent with the Comprehensive Plan
- Does not conflict with other provisions of the Tamarac City Code
- Is required by changed conditions
- Addresses a demonstrated community need
- Would result in a logical and orderly development pattern
- Avoids significantly adverse environmental impacts

Conclusion: The proposed ordinance ensures that Tamarac's plat approval procedures are consistent with Florida law while maintaining the City's professional review standards.

Accordingly, the Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Article 5 of the City's Land Development Code, by amending Section 10-5.2, "Summary Table of Development Review Procedures," specifically Table 10-5.1 and Table 10-5.2, "General Notice Requirements"; and subsection 10-5.4(J), "Plat Approval," to designate the Director of Community Development as the administrative authority for plat and replat submittals and to update the plat approval procedures in compliance with Senate Bill 784 on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting.

Fiscal Impact: There is no direct budgetary impact related to the adoption of this ordinance.

Intervening Action: At its August 13, 2025 meeting, the Planning Board forwarded a favorable recommendation of approval of the proposed text amendment to the City Commission on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting.

Maxine A. Calloway,
Director of Community Development

MAC/MM

Attachment: Exhibit A SB 784
Temporary Ordinance No. 2598

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 10, ARTICLE 5 OF THE CITY OF TAMARAC LAND DEVELOPMENT CODE, ENTITLED "DEVELOPMENT REVIEW PROCEDURES," BY AMENDING SECTION 10-5.2, ENTITLED "SUMMARY TABLE OF DEVELOPMENT REVIEW PROCEDURES" , SPECIFICALLY TABLE 10-5.1 AND TABLE 10-5.2, ENTITLED "GENERAL NOTICE REQUIREMENTS"; AND AMENDING SUBSECTION 10-5.4(J), ENTITLED "PLAT APPROVAL," TO DESIGNATE THE DIRECTOR OF COMMUNITY DEVELOPMENT AS THE ADMINISTRATIVE AUTHORITY FOR PLAT AND REPLAT SUBMITTALS, AND TO REVISE PLAT APPROVAL PROCEDURES IN COMPLIANCE WITH SENATE BILL 784, AMENDING SECTION 177.071 FLORIDA STATUTES, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Land Development Code establishes procedures and requirements for the review and approval of development applications, including plats and replats; and

WHEREAS, Senate Bill 784, adopted by the Florida Legislature on April 29, 2025 and effective July 1, 2025, is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Senate Bill 784 amended Florida Statutes § 177.071 to require municipalities to designate an administrative authority responsible for receiving, reviewing, and approving plat and replat submittals, and established mandatory timeframes for notice and final action, thereby requiring that all such submittals be approved through an administrative process; and

WHEREAS, the City of Tamarac seeks to amend its Land Development Code to codify compliance with Senate Bill 784 and ensure that the local plat review process aligns with state law; and

WHEREAS, the amendment revises Subsection 10-5.4(J), "Plat Approval," to designate the Director of Community Development as the administrative authority and to update procedural requirements in accordance with Senate Bill 784, and also updates Section 10-5.2, "Summary of Development Review Procedures," specifically Table 10-5.1 and Table 10-5.2, "General Notice Requirements," to reflect the changes to the plat approval process; and

WHEREAS, the City Commission finds that the proposed amendment is consistent with the goals, objectives, and policies of the City's Comprehensive Plan, promotes orderly development, and serves the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 10, Article 5 of the City of Tamarac Land Development Code is hereby amended as follows:

ARTICLE 5. – ADMINISTRATION

****

10-5.2 - Summary Table of Development Review Procedures.

The following table lists the types of development applications authorized by this Code. For each type of application, the table indicates whether a pre-application staff conference or neighborhood meeting is required, what role City review authorities play in its review, when a public hearing is required, and what type of public hearing (standard or quasi-judicial) is involved.

Table 10-5.1: Summary of Development Review Procedures

C = Review and Comment R = Review and Recommend D = Review and Decide [ ] = Standard Public Hearing &lt?> = Quasi-Judicial Public Hearing

Application Type		Pre-Application Staff Conference	Pre-Application Neighborhood Meeting	Review Authorities			
				Development Review Committee	Director	Planning Board	City Commission
Amendments							
Comprehensive Plan Amendment -§10-5.4(B)	General	Required			R	[R]	[D]
	Site-Specific	Required	Required		R	[R]	[D]
Establishment of Use—§10-5.4(C)		Required			R	[R]	[D]
Amendment to Text of Development Code—§10- 5.4(D)		Required			R	[R]	[D]

Planned Development Plan/Agreement—§10- 5.4(E)		Required	Required		R	[R]	[D]
Rezoning—§10- 5.4(F)	General	Required			R	[R]	[D]
	Site-Specific	Required	Required		R	<R>	<D>
Permits and Development Approvals							
Special Exception—§10- 5.4(G)					R	<R>	<D>
Site Plan Approval—§10-5.4(H)	Major	Required	Required	C	R	<R>	<D>
	Minor	Optional			D		
Improvement Permit—§10-5.4(I)		Optional			D		
Plat or Replat—§10-5.4(J)		Required		~~C~~	~~R~~ D	~~<R>~~	~~<D>~~
Temporary Use/Structure Permit—§10-5.4(K)		Optional			D		
Sign Permit—§10-5.4(L)		Optional			D		
Tree Removal License—§10-5.4(M)		See ~~Broward County Tree Preservation and Abuse Ordinance~~ Section 10-4.4, Landscaping and Tree Preservation					

Building Permit—§10-5.4(N)	Optional			D		
Certificate of Occupancy —§ 10-5.4(O)	Optional			D		
Vacation of Easement	Optional					<D>
Relief Procedures						
Administrative Adjustment—§10-5.4(P)	Required			D		
Variance -§10-5.4(Q)	Required			R	<R>	<D>

Administrative Appeal—§10-5.4(R)	N/A				<D>	
Other Procedures						
Flex and Redevelopment Units and Acreage—§10- 5.4(S)	Required			R	[R]	[D]
Newsrack Certificate of Compliance—§10-5.4(T)	Optional			D		
Zoning in Progress Determination—§10- 5.4(U)	Optional			R		D

****

Table 10-5.2: General Notice Requirements			
Application Type	**Notice Timing Requirement**		
Published Notices	**Mailed Notices**	**Posted Notices**	
**********			
Site Plan Approval, Major	• Notice of Planning Board public hearing at least 15 days before hearing date • Notice of City Commission public hearing at least 15 days before hearing date	The applicant shall mail notice of the Planning Board and City Commission public hearings at least 15 days before the hearing dates to the owners of the application site and all properties within 400 feet of the application site	• The applicant shall post notice of the Planning Board public hearing on the site at least 15 days before the hearing date • The applicant shall post notice of the City Commission public hearing on the site at least 15 days before the hearing date
~~Plat Approval~~	~~• Notice of Planning Board public hearing at least 7 days before hearing date~~ ~~• Notice of City Commission public hearing at least 5 days before hearing date~~		

Vacation of Public Easement	• Notice of City Commission public hearing at least 15 days before hearing date		
Variance or Appeal, as applicable	• Notice of Planning Board public hearing at least 15 days before hearing date • Notice of City Commission public hearing at least 15 days before hearing date	For applications for a variance or an appeal that pertains to a particular site, the applicant shall mail notice of the Planning Board and City Commission public hearings at least 15 days before the hearing dates to the owners of the application site and all properties within 400 feet of the application site	For applications for a variance or an appeal that pertains to a particular site, the applicant shall post notice of the Planning Board and City Commission public hearings on the site at least 15 days before the hearing dates

****

10-5.4 Application—Specific Review Procedures

****

(J) **Plat or Replat Approval**

(1) **Purpose.** The purpose of this section is to provide a review procedure that:

(a) Conforms to the Broward County Land Use Plan's mandate that local governments require platting wherever the County Land Use Plan requires

platting~~;~~, ensures compliance with state law, and establishes a procedure for the City's administrative approval of plats and replats in accordance with F.S. § 177.071 (2025), as amended;

(b) Ensures that subdivisions of land comply with applicable provisions of this Code and otherwise provide for the orderly and efficient development of the city; and

(c) Assures consistent and equitable treatment for engineers, surveyors, and subdividers in the review and processing of applications for plat approval.

(2) **Applicability**

(a) **General.** Unless exempted under subsection (b) below, Plat Approval in accordance with this subsection is required:

(i) Before any Building Permit may be issued for a principal building on a lot;

(ii) Before any plat of a subdivision of land may be recorded or any development associated with the subdivision may occur; and

(iii) Before any Improvement Permit may be issued, unless the Improvement Permit is for clearing and grubbing only.

(b) **Exemptions**

(i) Plat Approval is not required where expressly exempted from platting by Article 4~~7~~ of the Broward County Administrative Rules as amended from time to time.

(ii) Plat Approval is not required under provision (2)(a)~~(ii)~~ above for:

A. The combination or recombination of lots or portions of previously subdivided and recorded lots where:

1. The total number of lots is not increased;

2. Each resulting lot complies with applicable lot standards of this Code; and

3. No nonconformities are created.

B. The division of a lot resulting from the public acquisition of land for the purpose of establishing, opening, widening, or expanding streets, parks, or greenways.

C. A revision of a previously approved and recorded plat that incorporates only minor changes to nonvehicular access easements or openings or to plat notes.

(iii) The Director shall determine whether these exemptions apply in response to a written request for such a determination. The requestor

shall pay the application fee established for such reviews by the City Commission under §10-5.3(D)(3), *Application Fees.*

(c) **Alternatives to Plat Approval.** Generally, development may not cross platted property lines. However, Plat Approval shall not be required in the following instances:

(i) **Unity of Title.** The Director may approve a Unity of Title application as set forth in the administrative manual, which shall demonstrate common ownership of the subject properties. The Unity of Title shall be approved and recorded prior to issuance of building permit.

(ii) **Declaration of Unity of Control.** The Director may approve a Declaration of Unity of Control that authorizes subdivision of portions of an overall site that were previously approved as a unified site. This allows the previous development regulations to remain applicable to the overall property and individual subparcels, regardless of ownership, and not individually required to meet property development regulations in accordance with the Declaration of Unity of Control.

(d) **Concurrent Review**

(i) An application for Plat Approval may be submitted and reviewed concurrently with an application for Site Plan Approval or an Administrative Adjustment. In such a case, the Director shall not decide the Plat Approval application until after the Site Plan Approval or Administrative Adjustment application is approved.

(ii) An application for Plat Approval may be submitted and reviewed concurrently with an application for an Improvement Permit or a Building Permit. In such a case, the Director and the Chief Building Official shall not approve the Improvement Permit or Building Permit application until after the Plat Approval application is approved by the ~~City~~ by the Director.

(3) **Procedure.** Table 10-5.1: and the following subsections identify those steps in the common review procedure (see §10-5.3) applicable to the review of Plat Approval applications and note any specific variations of, or additions to, those review steps.

(a) **Application Submittal and Acceptance.** The application shall be submitted and accepted, and may be withdrawn, in accordance with §10-5.3(D).

~~(b) **Staff Review and Action.** The Director and the Chief Building Official shall review the application and prepare a staff memorandum and recommendation in accordance with §10-5.3(E).~~

~~(c) **Scheduling and Public Notice of Meetings.** The application shall be scheduled, and required public notices provided, for Planning Board and City Commission hearings in accordance with §10-5.3(F).~~

~~(d) **Planning Board Review and Action.** The Planning Board shall review the application, hold a public hearing, and make a recommendation in accordance with §10-5.3(G). The hearing shall be a quasi-judicial hearing.~~

~~(e) **City Commission Review and Decision**~~

~~(i) The City Commission shall review the application, hold a public hearing in accordance with §10-5.3(I), and decide the application in accordance with §10-5.3(H). The hearing shall be a quasi-judicial hearing.~~

~~(ii) The decision shall be one of the following:~~

~~A. Adopt the plat as proposed;~~

~~B. Deny the plat;~~

~~C. Remand the application back to the Director and Planning Board for further consideration. (This may require further public hearing notices and additional review fees.)~~

(b) **Administrative Authority**. The Director of Community Development is designated as the administrative authority to receive, review, and act on all plat or replat submittals. The decision shall be one of the following:

(i) Approve the application as submitted;

(ii) Approve the application subject to conditions; or

(iii) Deny the application. The Director shall provide written notice identifying all areas of noncompliance and include specific citations to each requirement not satisfied.

(c) **Application Submittal.** An application for plat or replat approval shall be submitted in accordance with Section 10-5.3(D)(5). A submittal is considered complete when all required documents and information have been provided.

(d) **Application Review.** Within seven (7) business days of receiving a complete plat or replat submittal, the Director shall provide written notice to the applicant acknowledging receipt. The notice shall identify any missing documents or information necessary to determine compliance with F.S. § 177.091, describe the approval process, and specify the applicable approval schedule.

(e) **Restrictions.** Unless extended by the applicant, neither the Director nor any other official, employee, agent, or designee may request or require the applicant to seek an extension of time for review.

(f) **Post-Decision Actions.** The post-decision actions and limitations in §10-5.3(J) shall apply to the application except as follows:

(i) **Effect of Approval**

A. Plat Approval by the City allows submittal and review of an application for approval of the same plat by ~~the~~ Broward County ~~Commission~~ in accordance with the Broward County Land Use Plan ~~Development Code~~.

B. ~~On~~ After obtaining Broward County approval of the plat and recording the plat in accordance with Broward County platting requirements, the landowner is authorized to convey any newly created lot by reference to the record plat and to submit applications for an Improvement Permit, Building Permit, or other development approval required to develop the lot(s).

(ii) **Expiration of Approval.** Plat Approval shall automatically expire if an application for approval of the same plat is not approved by ~~the~~ Broward County ~~Commission~~ within two years after the date of Plat Approval by the City. This time period may be extended under § 10-5.3(J)(3)(b)(ii), *Extension of Expiration Time Period.*

(iii) **Minor Changes Allowed.** Minor changes from the plat (including conditions and notes) approved as part of Plat Approval may be incorporated into the application for Broward County approval of the City-approved plat, or onto the plat approved under Broward County platting requirements, or in subsequent applications for development authorized by the Plat Approval—without the need to amend the Plat Approval in accordance with § 10-5.3(J)(4), *Modification or Amendment of Approval*—provided, however, that the Director determines that such changes:

A. Continue to comply with this Code;

B. Are necessary to comply with conditions of approval; or

C. Are consistent with the Plat Approval—i.e., the changes would not significantly alter the development's general function, form, intensity, character, demand on public facilities, impact on adjacent properties, or other characteristic from that indicated by the Plat Approval.

(4) **Review Standards.** An application for Plat Approval shall be approved only if the Director determines that the proposed plat and associated development:

(a) Will be consistent with the Comprehensive Plan;

(b) Will comply with applicable district, use, and development standards in this Code; and

(c) Will comply with all requirements and conditions of approval of any prior development permits or approvals.

(d) Will comply with the requirements of section 177.091 Florida Statutes

****

SECTION 3. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

SECTION 4. That all Ordinances or parts of Ordinances, Resolutions, or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. This Ordinance shall become effective upon adoption.

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.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or

replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this

part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5) ~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The

circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: TO2598 Plat Approval

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):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

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Business Impact Estimate

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):



TO#2598

Text Amendment to 10-5.4,
Plat Review & Approval Procedure, in
Compliance with SB 784
City of Tamarac Land Development Code

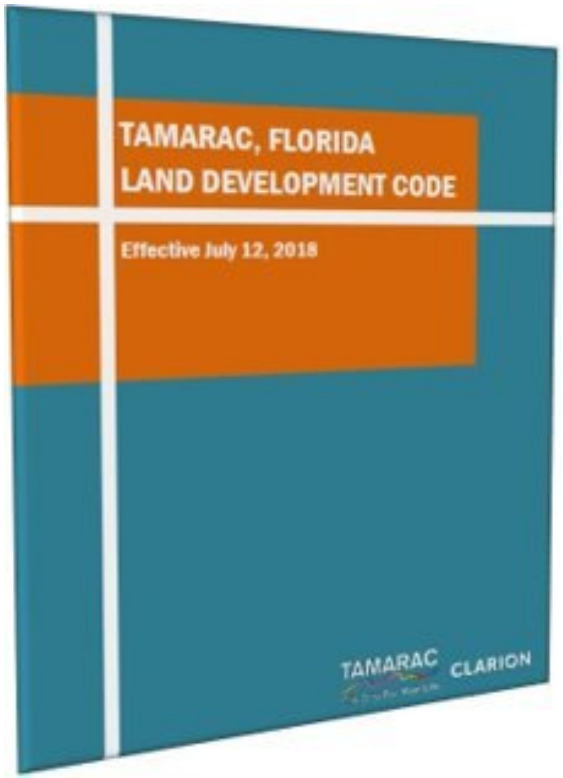
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LDC Text Amendment

Text Amendment to Land Development Code
TO2598 : Development Review Procedures – Plat Approval

Ordinance amending Chapter 10, Article 5 of the City's Land Development Code by amending Section 10-5.2, "Summary Table of Development Review Procedures," specifically Table 10-5.1 and Table 10-5.2 "General Notice Requirements"; and amending Section 10-5.4(J), "Plat Approval," to designate the Director of Community Development as the administrative authority for plat and replat submittals and to revise plat approval procedures in compliance with Senate Bill 784, amending Section 177.071 Florida Statutes.

- ❑ Chapter 10
  - Article 5
    - Section 10-5.2: Table 10-5.1, "Summary Table of Development Review Procedures" & Table 10-5.2, "General Notice Requirements"
    - Section 10-5.4(J) "Plat Approval"

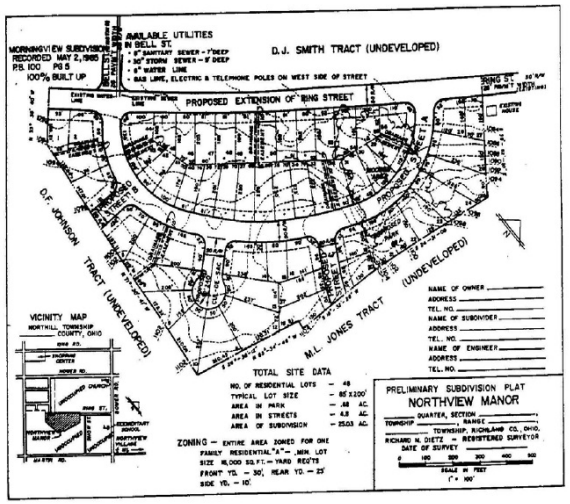


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Definition

Florida Statutes § 177.031 (Definitions)
"Plat or replat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirements of all applicable sections of this part and of any local ordinances.

What is a Plat?



A plat is an official map that shows how land is divided for development.

In Florida:

- Prepared by a licensed surveyor
- Reviewed and approved by the local government
- Recorded in the county's public records
- Establishes legal descriptions for lots and rights-of-way
- May also include dedications of public or private land; easements; subdivision restrictions or covenants; survey and boundary information; monumentation; and certification statements

Why the Update?

Senate Bill 784 (effective July 1, 2025) requires cities to:

- Designate an administrative authority for plat and replat approvals
- Meet specific review timeframes
- Limit delay through extension requests

Purpose

- To streamline the plat review process and ensure consistency and predictability statewide

Plat Approval Process

Current Process – City of Tamarac

- Submit Application: Applicant files and City accepts the plat application
- Staff Review: Director and Chief Building Official review and prepare recommendation
- Schedule Hearings & Notices: Application placed on Planning Board and City Commission agendas; public notice provided
- Planning Board Hearing: Public quasi-judicial hearing; Board makes recommendation
- City Commission Hearing: Public quasi-judicial hearing; Commission decides to:
  - Approve the plat as proposed
  - Deny the plat
  - Send back for further review (may require new notices and fees)

Changes

Goal

- Improve accountability, align with state law, and increase clarity and predictability for applicants

What's Changing?

- Chapter 10, Article 5 amended to align with SB 784
- Director of Community Development designated as sole authority for plat/replat review
- Planning Board and City Commission no longer involved in plat approvals
- Administrative review process now required
- Updated timeframes for notice and action to ensure consistency and timely responses
- Tables 10-5.1 and 10-5.2 updated to reflect administrative process

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Table 10-5.1

Table 10-5.1: Summary of Development Review Procedures

C = Review and Comment R = Review and Recommend D = Review and Decide [ ] = Standard
Public Hearing <?> = Quasi-Judicial Public Hearing

Application Type		Pre-Application Staff Conference	Pre-Application Neighborhood Meeting	Review Authorities			
				Development Review Committee	Director	Planning Board	City Commission
Special Exception—§10- 5.4(G)					R	<R>	<D>
Site Plan Approval—§10-5.4(H)	Major	Required	Required	C	R	<R>	<D>
	Minor	Optional			D		
Improvement Permit—§10-5.4(I)		Optional			D		
Plat or Replat—§10-5.4(J)		Required		~~C~~	~~R~~ D	~~<R>~~	~~<D>~~
Temporary Use/Structure Permit—§10-5.4(K)		Optional			D		
Sign Permit—§10-5.4(L)		Optional			D		
Tree Removal License—§10-5.4(M)		See ~~Broward County Tree Preservation and Abuse Ordinance~~ Section 10-4.4. Landscaping and Tree Preservation					

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Table 10-5.2

Table 10-5.2: General Notice Requirements			
Application Type	Notice Timing Requirement		
Published Notices	Mailed Notices	Posted Notices	
**********			
Site Plan Approval, Major	• Notice of Planning Board public hearing at least 15 days before hearing date • Notice of City Commission public hearing at least 15 days before hearing date	The applicant shall mail notice of the Planning Board and City Commission public hearings at least 15 days before the hearing dates to the owners of the application site and all properties within 400 feet of the application site	• The applicant shall post notice of the Planning Board public hearing on the site at least 15 days before the hearing date • The applicant shall post notice of the City Commission public hearing on the site at least 15 days before the hearing date
~~Plat Approval~~	~~• Notice of Planning Board public hearing at least 7 days before hearing date~~ ~~• Notice of City Commission public hearing at least 5 days before hearing date~~		

Table 10-5.4(J)(1)

Purpose

(J) **Plat or Replat Approval**

(1) **Purpose.** The purpose of this section is to provide a review procedure that:

(a) Conforms to the Broward County Land Use Plan's mandate that local governments require platting wherever the County Land Use Plan requires platting:, ensures compliance with state law, and establishes a procedure for the City's administrative approval of plats and replats in accordance with F.S. § 177.071 (2025), as amended;

(b) Ensures that subdivisions of land comply with applicable provisions of this Code and otherwise provide for the orderly and efficient development of the city; and

(c) Assures consistent and equitable treatment for engineers, surveyors, and subdividers in the review and processing of applications for plat approval.

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Table 10-5.4(J)(3)

Procedure

(J) **Plat Approval**

(3) **Procedure.** Table 10-5.1: and the following subsections identify those steps in the common review procedure (see §10-5.3) applicable to the review of Plat Approval applications and note any specific variations of, or additions to, those review steps.

(a) **Application Submittal and Acceptance.** The application shall be submitted and accepted, and may be withdrawn, in accordance with §10-5.3(D).

~~(b) **Staff Review and Action.** The Director and the Chief Building Official shall review the application and prepare a staff memorandum and recommendation in accordance with §10-5.3(E).~~

~~(c) **Scheduling and Public Notice of Meetings.** The application shall be scheduled, and required public notices provided, for Planning Board and City Commission hearings in accordance with §10-5.3(F).~~

~~(d) **Planning Board Review and Action.** The Planning Board shall review the application, hold a public hearing, and make a recommendation in accordance with §10-5.3(G). The hearing shall be a quasi-judicial hearing.~~

~~(e) **City Commission Review and Decision**~~

~~(i) The City Commission shall review the application, hold a public hearing in accordance with §10-5.3(I), and decide the application in accordance with §10-5.3(H). The hearing shall be a quasi-judicial hearing.~~

~~(ii) The decision shall be one of the following:~~

~~A. Adopt the plat as proposed;~~

~~B. Deny the plat;~~

~~C. Remand the application back to the Director and Planning Board for further consideration. (This may require further public hearing notices and additional review fees.)~~

(b) **Administrative Authority**. The Director of Community Development is designated as the administrative authority to receive, review, and act on all plat or replat submittals. The decision shall be one of the following:

(i) Approve the application as submitted;

(ii) Approve the application subject to conditions; or

(iii) Deny the application. The Director shall provide written notice identifying all areas of noncompliance and include specific citations to each requirement not satisfied.

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Table 10-5.4(J)(3)

Procedure

(c) **Application Submittal.** An application for plat or replat approval shall be submitted in accordance with Section 10-5.3(D)(5). A submittal is considered complete when all required documents and information have been provided.

(d) **Application Review.** Within seven (7) business days of receiving a complete plat or replat submittal, the Director shall provide written notice to the applicant acknowledging receipt. The notice shall identify any missing documents or information necessary to determine compliance with F.S. § 177.091, describe the approval process, and specify the applicable approval schedule.

(e) **Restrictions.** Unless extended by the applicant, neither the Director nor any other official, employee, agent, or designee may request or require the applicant to seek an extension of time for review.

(f) **Post-Decision Actions.** The post-decision actions and limitations in §10-5.3(J) shall apply to the application except as follows:

(i) **Effect of Approval**

A. Plat Approval by the City allows submittal and review of an application for approval of the same plat by ~~the~~ Broward County ~~Commission~~ in accordance with the Broward County Land Development Code.

B. ~~On~~ After obtaining Broward County approval of the plat and recording the plat in accordance with Broward County platting requirements, the landowner is authorized to convey any newly created lot by reference to the record plat and to submit applications for an Improvement Permit, Building Permit, or other development approval required to develop the lot(s).

(ii) **Expiration of Approval.** Plat Approval shall automatically expire if an application for approval of the same plat is not approved by ~~the~~ Broward County ~~Commission~~ within two years after the date of Plat Approval by the City. This time period may be extended under § 10-5.3(J)(3)(b)(ii), *Extension of Expiration Time Period*.

(iii) **Minor Changes Allowed.** Minor changes from the plat (including conditions and notes) approved as part of Plat Approval may be incorporated into the application for Broward County approval of the City-approved plat, or onto the plat approved under Broward County platting requirements, or in subsequent applications for development authorized by the Plat Approval—without the need to amend the Plat Approval in accordance with § 10-5.3(J)(4), *Modification or Amendment of Approval*—provided, however, that the Director determines that such changes:

Recommendation

Text Amendment to Land Development Code
TO2598 : Development Review Procedures – Plat Approval

The Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Article 5 of the City's Land Development Code by amending Section 10-5.2, "Summary Table of Development Review Procedures," specifically Table 10-5.1 and Table 10-5.2 "General Notice Requirements"; and amending Section 10-5.4(J), "Plat Approval," to designate the Director of Community Development as the administrative authority for plat and replat submittals and to revise plat approval procedures in compliance with Senate Bill 784, amending Section 177.071 Florida Statutes on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting (see attached Temporary Resolution No. 2597).


THANK YOU!
QUESTIONS
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TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2601

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2601 - An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 10, Article 5 of the City of Tamarac Code of Ordinances, entitled "Administration", by amending Section 10-5.3 entitled "Common Review Procedures" by specifically amending Section 10-5.3(C) entitled "Pre-Application Neighborhood Meeting" to require pre-application neighborhood meetings to be open to the public, and to require actual notice to owners of properties within a townhouse, condominium, or timeshare development; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
1-Memo text Amendment 10-5.3.docx
2-_TO2601_Amendment_10-5.3.docx
BIE TO2601.docx
7c TO2601-Pre-Application Neighborhood Meeting Staff.pptx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-07-003M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: August 13, 2025

RE: Ordinance amending Chapter 10, Article 5, of the City's Land Development Code, entitled "Administration," by revising Section 10-5.3 (C), entitled "Pre-Application Neighborhood Meeting," to provide for additional notice to allow for greater participation of residents. **– Temp. Ordinance No. 2601**

Recommendation: The Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Article 5, entitled "Administration," Section 10-5.3(C), entitled "Pre-Application Neighborhood Meeting," to provide residents with more notice opportunities to allow for greater discussion of issues and concerns regarding development projects on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025, meeting (see attached Temporary Ordinance No. 2601).

Issue: Section 10-5.3(C), entitled "Pre-Application Neighborhood Meeting," of the City's Land Development Code requires an amendment to address residents' concern about being provided sufficient and adequate notice on certain land development applications.

Background: Pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, municipalities possess broad home rule authority to adopt ordinances that promote the public health, safety, and welfare of their communities. In furtherance of this authority, the City of Tamarac has adopted land development regulations that support meaningful public participation in the development review process.

Section 10-5.3(C) of the City's Code of Ordinances establishes procedures requiring applicants and developers to conduct neighborhood meetings for certain types of development applications. These meetings are intended to educate residents on proposed development projects and provide an opportunity for applicants to hear and address community concerns before a project advances to a public hearing.

While neighborhood meetings have encouraged early dialogue and public engagement, recent concerns raised during the July 14, 2025 public meeting with District 3 Commissioner Krystal Patterson highlight the need for clearer and more broadly communicated procedures. These concerns stemmed from a rezoning application by Kings Point Tamarac to rezone a parcel from RC-Recreation to R3-Multi-Family Residential for a proposed healthcare clinic. Despite the project's intent, many residents reported feeling underinformed and overlooked due to insufficient notification and a lack of timely, accessible communication. In response, City staff reviewed current practices and identified ways to improve consistency, accessibility, and

applicant accountability. A proposed text amendment to Section 10-5.3(C) of the Code of Ordinances would require neighborhood meetings to be recorded, expand public notice methods, including digital distribution, and ensure residents have timely opportunities to share concerns.

These proposed enhancements reflect the City of Tamarac's continued commitment to transparency, early community engagement, and inclusive, community-centered planning. They also align with and build upon the procedural standards established under Broward County's Land Development Code.

Analysis:

This ordinance amends Section 10-5.3(C), "Pre-Application Neighborhood Meeting," to clarify procedures, strengthen public notice, and improve meeting accessibility. It reaffirms the existing requirement for applicants to record meetings and expands notice methods to include, individual notice if the project is within a townhome development, condominium, or timeshare, online publication and social media. These updates are intended to provide residents with earlier and more meaningful opportunities to engage with proposed development projects before public hearings. The amendments enhance procedural accountability and ensure alignment with state and local development regulations while promoting clearer, more consistent communication for both applicants and the public.

Amendment to Text of Development Code

(a) Is consistent with the Comprehensive Plan;

The City's Comprehensive Plan, Future Land Use Element, Objective 1, requires the City to amend its Land Development Code as needed to address changing conditions. The proposed amendment reflects current operational needs and enhances the City's ability to implement and enforce its Pre-Application Neighborhood Meeting policies effectively.

(b) Conflicts with any other provisions of the Tamarac City Code;

The proposed amendment does not conflict with other provisions of the City's Code and is limited to Common Review Procedures.

(c) Is required by changed conditions;

The amendment responds to the operational need for clarity, consistent enforcement, and improved regulatory organization identified during implementation.

(d) Addresses a demonstrated community need;

This ordinance responds to the community's need for greater transparency and early engagement in development projects. By improving neighborhood meeting procedures, it ensures residents have more meaningful opportunities to learn about and discuss proposed

developments before public hearings, helping address concerns and promote informed participation.

(e) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City;

The amendment enhances the clarity and enforceability of the Pre-Application Neighborhood Meeting requirements, which support compatibility among uses and contributes to efficient site development.

(f) Would result in a logical and orderly development pattern; and

Clearer neighborhood meeting procedures ensure consistent application and allow for early resolution of concerns, contributing to more orderly and predictable development outcomes citywide.

(g) *Would avoid significantly adverse impacts on the natural environment, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment*.

The enhanced standards foster earlier and better-informed resident engagement and support broader City efforts to consider environmental impacts during development review.

Conclusion: The ordinance supports the City's Strategic Plan Goal #1: "Tamarac is Home" and Goal #4: "Tamarac is Vibrant" by fostering early community engagement, enhancing transparency in the development process, and promoting development that aligns with residents' values. It helps create a safe, inclusive, and well-designed city by encouraging thoughtful planning, protecting neighborhood character, and supporting a visually cohesive and sustainable urban environment.

Accordingly, the Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Section 10-5.3 (C) of the City of Tamarac Code of Ordinances, entitled "Pre-Application Neighborhood Meeting," on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting.

Fiscal Impact: The proposed amendment does not introduce new costs or revenue.

Intervening Action: At its August 13, 2025 meeting, the Planning Board forwarded a favorable recommendation of approval to adopt the proposed text amendment to the City Commission on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025 meeting.



_____

Maxine A. Calloway,
Director of Community Development

MAC/AW

Attachment: Temporary Ordinance No. 2601

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 10, ARTICLE 5 OF THE CITY OF TAMARAC CODE OF ORDINANCES, ENTITLED "ADMINISTRATION", BY AMENDING SECTION 10-5.3 ENTITLED "COMMON REVIEW PROCEDURES" BY SPECIFICALLY AMENDING SECTION 10-5.3(C) ENTITLED "PRE-APPLICATION NEIGHBORHOOD MEETING" TO REQUIRE PRE-APPLICATION NEIGHBORHOOD MEETINGS TO BE OPEN TO THE PUBLIC, AND TO REQUIRE ACTUAL NOTICE TO OWNERS OF PROPERTIES WITHIN A TOWNHOUSE, CONDOMINIUM, OR TIMESHARE DEVELOPMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requires applicants and developers to hold neighborhood meetings on particular types of development applications, with concerned residents about the potential impacts of development projects; and

WHEREAS, Section 10-5.3 (C) of the City Code provides the procedures for applicants or developers to schedule neighborhood meetings with concerned residents; and

WHEREAS, the neighborhood meetings have been a useful tool for applicants and developers to address residents' concerns before a development application is presented for review at a public hearing; and

WHEREAS, the procedures to schedule a neighborhood meeting require revisions to ensure that residents' concerns are adequately addressed before a development application is presented at a public hearing; and

WHEREAS, the neighborhood meetings will provide residents with more time to address issues relating to a particular project versus waiting at a public hearing; and

WHEREAS, the City Commission of the City of Tamarac wishes to amend the pre-application neighborhood meeting procedures to provide residents with a better opportunity to discuss issues of concern regarding development projects.

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 Article 5 entitled “ADMINISTRATION”, Section 10-5.3 entitled “Common Review Procedures”, subsection 10-5.3(C) entitled “Pre-Application Neighborhood Meeting", of the City of Tamarac Code of Ordinances is hereby amended as follows:

10-5.3 - Common Review Procedures

****

(C) Pre-Application Neighborhood Meeting

(1) **Purpose**. The purpose of the neighborhood meeting is to educate owners and occupants of nearby lands about an application that is being reviewed under this Code and to provide the applicant an opportunity to hear comments and concerns about the development proposal and resolve conflicts and outstanding issues where possible.

(2) **Applicability.** A neighborhood meeting is required for a particular application type as shown in Table 10-5.1: Summary of Development Review Procedures. A neighborhood meeting is optional for all other application types.

(3) **Procedure**. If a neighborhood meeting is held by the applicant, whether it is mandatory or voluntary, it shall comply with the following procedures:

(a) **Time and Place**

(i) The meeting shall be held after 5:00 P.M. on a weekday, or a date after the pre-application staff conference, and at least 21 days before the public hearing for the applications.

(ii) The meeting shall be held at a place within the City that is convenient and accessible to neighbors residents in close proximity to the land subject to the application in a facility that can support all interested parties.

(iii) The meeting shall be open to the public and any member of the public may attend the meeting. The meeting shall be recorded by the applicant.

(b) **Notification**

(i) **Mailed Notice**

A. The applicant shall mail notice of the meeting a minimum of ten (10) days in advance of the meeting to City staff, the owner of land subject to the application (if different from the applicant), and any organization or person who has registered to receive notice of development application hearings, and owners of the real property within:

1. 400 feet of the land subject to the application, for applications for a General Zoning District Map Amendment, Site-Specific Zoning District Map Amendment, Comprehensive Plan Amendment, Planned Development, or Special Use Permit; or

2. 150 feet of the land subject to the application, for all other applications.

B. Where neighboring lands are part of a townhouse, condominium, or timeshare development, the notice ~~may~~ shall be mailed to the president or manager of the development's property owners' association ~~instead of~~ and individual unit owners.

(ii) **Posted Notice and Publication**. The applicant shall post notice of the neighborhood meeting on the land subject to an application for a development permit, and in the clubhouse or offices of the adjacent homeowners association(s) as applicable, at least ten (10) days before the date fixed for the meeting, in a form established by City staff. City staff shall publish the notice on the City's website and other social media platforms. A copy of the notice shall be provided to members of the City Commission.

(iii) **Notice Content**. The notice shall state the time of the meeting, the general nature of the development proposal, and that the meeting is being hosted by the applicant.

****

(e) **Written Summary of Neighborhood Meeting**. The applicant shall submit a written summary of the meeting to City staff at least 21 days before the application is reviewed by an advisory board or a decision-making board (if no advisory board review is involved). No public hearing shall be scheduled until the applicant has submitted the summary of the meeting to City staff as required by this subsection. The summary of the meeting will be presented to the advisory board or City Commission prior to a public hearing. The summary shall include a list of meeting attendees, a summary of attendee comments, discussed issues related to the development proposal, note of the opportunity to submit a written response to the summary, and any other information the applicant deems appropriate. The meeting summary shall be included with the application materials and be made available to the public for inspection.

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

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

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2025.

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: TO2601 Text Amendment – Pre-application Neighborhood Meeting

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):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

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Business Impact Estimate

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):



TO#2601

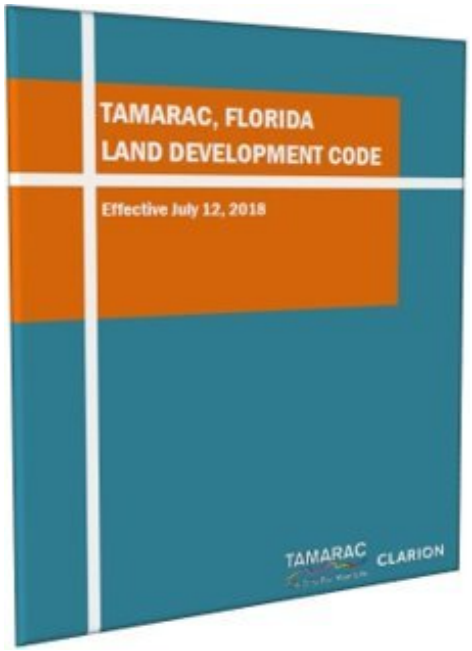
Text Amendment to LDC, Section 10-5.3 (C),
Pre-Application Neighborhood Meeting

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Excellence Always

Text Amendment to LDC

Text Amendment to Land Development Code
TO2601 : Pre-Application Neighborhood Meeting

Ordinance amending Chapter 10, Article 5, of the City's Land Development Code, entitled "Administration," by specifically amending Section 10-5.3 (C), entitled "Pre-Application Neighborhood Meeting" to require pre-application neighborhood meetings to be open to the public, and to require actual notice to owners of properties within a townhouse, condominium, or timeshare development.



- Chapter 10, Land Development Code

  - Article 5, Administration

    - Section 10-5.3(C), Pre-Application Neighborhood Meeting

Purpose

Neighborhood Meeting Procedures – Section 10-5.3(C)

Section 10-5.3(C) of the LDC outlines procedures requiring applicants to hold neighborhood meetings.

Purpose:

- Educate residents about proposed development projects
- Allow applicants to hear and address community concerns prior to public hearings



Background

Community Feedback – July 14, 2025 Meeting

- Concerns raised during a public meeting with District 3 Commissioner Krystal Patterson

- Triggered by a rezoning application from Kings Point Tamarac
  - RC-Recrea?on → R3-Multi-Family Residential for a healthcare clinic

- Residents expressed:
  - Feeling underinformed
  - Lack of timely, accessible communication
  - Inadequate notification procedures

Proposed Updates

Amendment to Section 10-5.3(C), Pre-Application Neighborhood Meeting, to promote earlier community involvement, greater transparency, and ensure broader community participation in the planning process.

Additions to Existing Code

10-5.3(C)(3)(a)(iii) Time and Place
10-5.3(C)(3)(b)(ii) Posted Notice and Publication
10-5.3(C)(3)(e) Written Summary of Neighborhood Meeting

Changes to Existing Code

10-5.3(C)(3)(b)(i)(B) Mailed notice

Proposed Additions 1/3

Amendment to Section 10-5.3(C), Pre-Application Neighborhood Meeting

Additions to Existing Code

10-5.3(C)(3)(a)(iii) Time and Place

(a)Time and Place

(i) The meeting shall be held after 5:00 P.M. on a weekday, or a date after the pre-application staff conference, and at least 21 days before the public hearing for the applications.

(ii)The meeting shall be held at a place within the City that is convenient and accessible to neighbors resident in close proximity to the land subject to the application in a facility that can support all interested parties.

(iii)The meeting shall be opened to the public and any member of the public may attend the meeting. The meeting shall be recorded by the applicant.

Proposed Additions 2/3

Amendment to Section 10-5.3(C), Pre-Application Neighborhood Meeting

Additions to Existing Code

10-5.3(C)(3)(b)(ii) Posted Notice and Publication.

(ii) Posted Notice and Publication. The applicant shall post notice of the neighborhood meeting on the land subject to an application for a development permit, and in the clubhouse or offices of the adjacent homeowners association(s) as applicable, at least ten (10) days before the date fixed for the meeting, in a form established by City staff. City staff shall publish the notice on the City's website and other social media platforms. A copy of the notice shall be provided to members of the City Commission.

(iii) Notice Content. The notice shall state the time of the meeting, the general nature of the development proposal, and that the meeting is being hosted by the applicant.

Proposed Additions 3/3

Amendment to Section 10-5.3(C), Pre-Application Neighborhood Meeting

Additions to Existing Code

10-5.3(C)(3)(e) Written Summary of Neighborhood Meeting.

(e) Written Summary of Neighborhood Meeting. The applicant shall submit a written summary of the meeting to City staff at least 21 days before the application is reviewed by an advisory board or a decision-making board (if no advisory board review is involved). No public hearing shall be scheduled until the applicant has submitted the summary of the meeting to City staff as required by this subsection. The summary of the meeting will be presented to the advisory board or City Commission prior to a public hearing. The summary shall include a list of meeting attendees, a summary of attendee comments, discussed issues related to the development proposal, note of the opportunity to submit a written response to the summary, and any other information the applicant deems appropriate. The meeting summary shall be included with the application materials and be made available to the public for inspection.

Proposed Changes

Amendment to Section 10-5.3(C), Pre-Application Neighborhood Meeting

Changes to Existing Code

10-5.3(C)(3)(b)(i)(B) Mailed notice

(i) Mailed Notice

A. The applicant shall mail notice of the meeting a minimum of ten (10) days in advance o the meeting to City staff, the owner of land subject to the application (if different from the applicant), and any organization or person who has registered to receive notice of development application hearings, and owners of the real property within:

1. 400 feet of the land subject to the application, for applications for a General Zoning District Map Amendment, Site-Specific Zoning District Map Amendment, Comprehensive Plan Amendment, Planned Development, or Special Use Permit; or
2. 150 feet of the land subject to the application, for all other applications.

B. Where neighboring lands are part of a townhouse, condominium, or timeshare development, the notice ~~may~~ shall be mailed to the president or manager of the development's property owners' association ~~instead of~~ and individual unit owners.

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Criteria for Text Amendment to the LDC

Amendment to Section 10-5.3(C), Pre-Application Neighborhood Meeting

The Director of Community Development has determined that the established criteria for the granting of Text Amendment to the Land Development Code has been met per Section 10-5.4(D)(3)

a) Is consistent with the Comprehensive Plan;
b) Conflicts with any other provisions of this Code or the Tamarac City Code;
c) Is required by changed conditions;
d) Addresses a demonstrated community need;
e) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City;
f) Would result in a logical and orderly development pattern;
g) Would avoid significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Strategic Goals

City of Tamarac Strategic Planning





Recommendation

The Director of Community Development recommends that the City Commission approve the proposed text amendment to Chapter 10, Article 5, entitled "Administration," Section 10-5.3(C), entitled "Pre-Application Neighborhood Meeting," to require pre-application neighborhood meetings to be open to the public, and to require actual notice to owners of properties within a townhouse, condominium, or timeshare development on First Reading at its August 27, 2025 meeting and on Second Reading at its September 10, 2025, meeting.


THANK YOU!
QUESTIONS
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	TO2603
AGENDA SECTION:	**ORDINANCE(S) - FIRST READING**
TITLE:	TO2603 - An Ordinance of the city commission of the City of Tamarac, Florida, amending the city's code of ordinances by amending chapter 2 entitled "Administration", article III entitled "Boards, Committees, Commissions", by repealing in its entirety division 12 entitled "Privatization Committee"; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
TO2603 - Ordinance Repealing Privatization Committee revised.docx
BIE_TO2603.docx

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION", ARTICLE III ENTITLED "BOARDS, COMMITTEES, COMMISSIONS", BY REPEALING IN ITS ENTIRETY DIVISION 12 ENTITLED "PRIVATIZATION COMMITTEE"; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Division 12 of the Code of Ordinances created the Privatization Committee on December 22, 1993, to research and report to the City Commission on matters relating to privatization of certain municipal services; and

WHEREAS, the Privatization Committee has been dormant and no longer serves the needs of the City; and

WHEREAS, it is recommended that the Privatization Committee regulations be repealed in their entirety; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the citizens and residents of the City of Tamarac to repeal in its entirety

Section 2-234 of the Code of Ordinances commonly known as the Privatization Committee.

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

SECTION 1: The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: Division 12, entitled “Privatization Committee” of Chapter 2, entitled “Administration”, Article III, entitled “Boards, Committees, Commissions” of the Code of Ordinances is hereby repealed in its entirety as follows:

~~DIVISION 12. PRIVATIZATION COMMITTEE~~

~~**Sec. 2-234.21 Creation.**~~

~~There is created and established a privatization committee whish shall be a permanent agaency of the city and which shall consist of seven (7) appointed by the city commission.~~

~~**Sec. 2-234.22. Membership; compensation.**~~

~~The members of the privatization committee shall be appointed by the city commission on an annual bais an serve at the pleasureof the city commission without compensation.~~

~~**Sec 2.234.23 Powers and duties.**~~

~~The privatization committee shall be authorized to research and report to the city commission on matters related to privatization of city services. The privatization committee may perform such other duties as may be prescribed by resolution by the city commission.~~

~~Sec. 2.234.24. Meetings.~~

~~(a) The privatization committee shall conduct its meetings pursuant to Robert's Rules of order, Newly Revised, and all applicable laws. A quorum shall consist of a majority of the membership.~~

~~(b) The committee shall meet at the request of the chairperson or a majority of the members upon no less than forty-eight hours notice to each member and the public.~~

~~Sec. 2-234.25. Liaisons.~~

~~(a) *Commission Liaison*. The privatization committee may have a commission liaison pursuant to the provisions of section 2-33.~~

~~(b) *Staff Liaison.* The privatization committee may have a staff person *assigned* to it by the city manager to serve in an advisory capacity. Any requests on the part of the committee for information or services from the administration shall be made by the chairman of the committee to the city manager or through the staff liaison if one is assigned.~~

~~Sec. 2-234.26. Vacancies.~~

~~(a) *Removal of members*. A privatization committee member appointed by the city~~

~~commission serves at the pleasure of the city commission and shall be removed at any time by majority vote of the city commission.~~

~~(b) *Registration of members*. A resignation by a committee member made either orally or in writing will be deemed accepted by the city commission when the committee member announces his resignation to the committee, city manager or city commission. The city commission need not take any formal action to accept the resignation. Failure to attend three (3) consecutive meetings without being excused by the chairman shall be deemed a resignation.~~

SECTION 3: It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

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

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6: This Ordinance shall become effective immediately upon its passage

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

and adoption.

PASSED, FIRST READING this ____ day of August, 2025.

PASSED, SECOND READING this ____day of August, 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 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	_____

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

_____
HANS OTTINOT
CITY ATTORNEY

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in <u>underscored</u> type are additions.

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: TO2603 - An ordinance of the City Commission of the City of Tamarac, Florida, repealing in its entirety section 2-234.21 of article III of the code of ordinances commonly known as the "Privatization Committee Ordinance"; 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):

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Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

6. Additional information (if any):

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CITY COMMISSION AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Fariel Khan

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14289

AGENDA SECTION: **PUBLIC HEARING(S)**

TITLE: TR14289 - A Resolution of the City Commission of The City Of Tamarac, Florida, establishing an adjustment factor to be applied to the Annual Water And Sewer Rate Schedule for the Fiscal Year beginning October 1, 2025 and updating other charges for services incidental to the operation of the City's Utility System; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Financial Services and the Director of Public Services recommend that TR #14289 approving the adjustment factor to be applied to the Fiscal Year 2025 water and sewer rate schedule and be effective for the Fiscal Year beginning October 1, 2025, be placed on the August 27, 2025 agenda for approval. For fiscal years 2026 through 2029 the recommended adjustment factors include a 15% increase for Water and a 5% increase for Sewer, along with adjustments to certain incidental rates. In fiscal years 2030 through 2034 the recommended adjustments include a 5% increase for Water and 5% increase for Sewer.

BACKGROUND:

In 2011 the City of Tamarac contracted with Burton & Associates to conduct a rate study for the purpose of developing a multi-year financial management plan, evaluate current rate structure and develop recommended modifications as necessary, and provide a comparative residential and commercial rate survey.

From 2011 to 2014 the water and sewer rates, customer service and billing charges, and the service availability

charges reflect the recommended structure and adjustment by Burton & Associates.

In April 2015, the City contracted with Burton & Associates to evaluate revenue sufficiency in light of changes in the forecasted need of a Reverse Osmosis plant in FY 2020 and a reallocation of funding towards inflow/infiltration projects and other infrastructure renewal and replacement projects.

On August 24, 2015, Burton and Associates presented their results of the FY 2015 Water and Sewer Revenue Sufficiency Analysis.

On September 22, 2015, the City Commission adopted TO #2325 amending Section 22-96 of the City of Tamarac Code of Ordinances providing for the establishment of an adjustment factor based upon the U.S. Consumer Price Index Water and Sewerage Maintenance Index as determined as of April of the calendar year and the provision for the City Commission to approve a different adjustment factor at their discretion by resolution.

In September 2023 the City contracted with Stantec Consulting Services Inc to perform a water and sewer rate study. The study was completed on June 13, 2024. The objective of the 2024 Water and Sewer rate study is to ensure that the Utility has sufficient annual revenues to meet its financial requirements, and to identify future rate adjustments that would provide adequate revenue to fund the Utility's operating, capital, debt service (including coverage), and reserve requirements over a multi-year projection period.

Included in the rate study was and evaluation of the miscellaneous charges incidental to the operations of the system such as connection charges, turn on/off charges, etc. determining that the existing fees did not recover costs associated with the services provided.

The result of the study is attached as Exhibit A. For fiscal years 2026 through 2029 the recommended adjustment factors include a 15% increase for Water and a 5% increase for Sewer, along with adjustments to certain incidental rates. In fiscal years 2030 through 2034 the recommended adjustments include a 5% increase for Water and 5% increase for Sewer.

The first year of the rate study was implemented on 10/01/2024 via Resolution # R-2024-090. This is the second year of implementation.

Staff have already notified customers of the proposed rate adjustment and the date of the final public hearing. This notice was included on each water bill issued in August, in compliance with F.S. 180.136.

ISSUE:

Chapter 22 “Utilities”, Section 22-96 provides for an adjustment to the water and sewer rates using the U.S. Consumer Price Index Water and Sewerage Maintenance Index as determined as of April unless the City Commission approves the use of a different adjustment factor.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR14289- Memo - Utilities Rates and Charges 10-01-2025.docx
TR14289- Reso.-Utility Rate Adj.- FY2025.docx
Exhibit A-fy24_tamarac_rate_study_final_report.pdf

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: **Levent Sucuoglu, City Manager**

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

Date: **June 17, 2025**

Re: **Temporary Resolution #14289 - Approving the adjustment factor for Water and Sewer Rates**

Recommendation:

The Director of Financial Services and the Director of Public Services recommend that TR #14289 approving the adjustment factor to be applied to the Fiscal Year 2025 water and sewer rate schedule and be effective for the Fiscal Year beginning October 1, 2025, be placed on the August 27, 2025 agenda for approval. For fiscal years 2026 through 2029 the recommended adjustment factors include a 15% increase for Water and a 5% increase for Sewer, along with adjustments to certain incidental rates. In fiscal years 2030 through 2034 the recommended adjustments include a 5% increase for Water and 5% increase for Sewer.

Issue:

Chapter 22 “Utilities”, Section 22-96 provides for an adjustment to the water and sewer rates using the U.S. Consumer Price Index Water and Sewerage Maintenance Index as determined as of April unless the City Commission approves the use of a different adjustment factor.

Background:

In 2011 the City of Tamarac contracted with Burton & Associates to conduct a rate study for the purpose of developing a multi-year financial management plan, evaluate current rate structure and develop recommended modifications as necessary, and provide a comparative residential and commercial rate survey.

From 2011 to 2014 the water and sewer rates, customer service and billing charges, and the service availability charges reflect the recommended structure and adjustment by Burton & Associates.

In April 2015, the City contracted with Burton & Associates to evaluate revenue sufficiency in light of changes in the forecasted need of a Reverse Osmosis plant in FY 2020 and a reallocation of funding towards inflow/infiltration projects and other infrastructure renewal and replacement projects.

On August 24, 2015, Burton and Associates presented their results of the FY 2015 Water and Sewer Revenue Sufficiency Analysis.

On September 22, 2015, the City Commission adopted TO #2325 amending Section 22-96 of the City of Tamarac Code of Ordinances providing for the establishment of an adjustment factor based upon the U.S. Consumer Price Index Water and Sewerage Maintenance Index as determined as of April of the calendar year and the provision for the City Commission to approve a different adjustment factor at their discretion by resolution.

In September 2023 the City contracted with Stantec Consulting Services Inc to perform a water and sewer rate study. The study was completed on June 13, 2024. The objective of the 2024 Water and Sewer rate study is to ensure that the Utility has sufficient annual revenues to meet its financial requirements, and to identify future rate adjustments that would provide adequate revenue to fund the Utility's operating, capital, debt service (including coverage), and reserve requirements over a multi-year projection period.

Included in the rate study was and evaluation of the miscellaneous charges incidental to the operations of the system such as connection charges, turn on/off charges, etc. determining that the existing fees did not recover costs associated with the services provided.

The result of the study is attached as Exhibit A. For fiscal years 2026 through 2029 the recommended adjustment factors include a 15% increase for Water and a 5% increase for Sewer, along with adjustments to certain incidental rates. In fiscal years 2030 through 2034 the recommended adjustments include a 5% increase for Water and 5% increase for Sewer.

The first year of the rate study was implemented on 10/01/2024 via Resolution # R-2024-090. This is the second year of implementation.

Staff have already notified customers of the proposed rate adjustment and the date of the final public hearing. This notice was included on each water bill issued in August, in compliance with F.S. 180.136.

Fiscal Impact:

Customers will incur a 15% increase for water and a 5% increase for sewer which is expected to provide sufficient cost recovery for the services.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ESTABLISHING AN ADJUSTMENT FACTOR TO BE APPLIED TO THE ANNUAL WATER AND SEWER RATE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND UPDATING OTHER CHARGES FOR SERVICES INCIDENTAL TO THE OPERATION OF THE CITY'S UTILITY SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Tamarac operates and maintains public water and wastewater facilities that provide service to certain properties located in the City of Tamarac ("City Utilities"); and

WHEREAS, Chapter 22 of the City of Tamarac Code of Ordinances ("City Code") provides that the City Commission shall, after a duly noticed public hearing,

establish, and adopt by resolution a schedule of fees and charges for the operation of the City Utilities; and

WHEREAS, Section 22-96 (b) of the City Code provides for an automatic adjustment of the water and sewer rates for the City Utilities annually pursuant to the U.S. Consumer Price Index Water and Sewerage Maintenance Index; and

WHEREAS, the City of Tamarac has performed a Water and Sewer Rate Study completed on June 13, 2024; and

WHEREAS, the objective of the 2024 Water and Sewer rate study is to ensure that the Utility has sufficient annual revenues to meet its financial requirements, and to identify future rate adjustments that would provide adequate revenue to fund the Utility's operating, capital, debt service (including coverage), and reserve requirements over a multi-year projection period, and

WHEREAS, the City of Tamarac Water and Sewer Rate Study final Report indicates an adjustment of 15% on Water and 5% of Sewer as well as adjustment to certain incidental rates as well as identified adjustment factors for fiscal year 2025 through fiscal year 2029 and an adjustment of 5% on Water and 5% of Sewer for fiscal year 2030 through fiscal year 2034; and

WHEREAS, the Director of Public Services and Director of Financial Services recommends that these adjustments be made; and

WHEREAS, appropriate notice pursuant to Section 180.136, F.S. was provided through the utility bill process for one cycle stating the date, time and place of the meeting for this resolution.

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

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

Section 2: The rate schedule set forth in Exhibit A, attached hereto and made a part hereof, shall be applicable to all customers of the Water and Wastewater Utility served by the City of Tamarac, effective October 1, 2025.

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

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

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

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

Stantec

City of Tamarac, Florida

Water and Sewer Rate Study Final Report

June 13, 2024



June 13, 2024

Ms. Christine Cajuste, CPA, MBA
Director of Financial Services
City of Tamarac, Florida

Re: Water and Sewer Rate Study – Final Report

Dear Ms. Cajuste,

Stantec is pleased to provide you with this Report of the findings from the Water and Sewer Rate Study completed for the City of Tamarac. We appreciate the fine assistance provided by you and other members of staff who participated in and contributed. Key findings and recommendations are provided in the attached report.

If you or others at the City have any questions, please do not hesitate to call me at (850) 666-1158 or email at jeff.rackley@stantec.com. We appreciate the opportunity to be of service to the City, and we look forward to the possibility of doing so again soon.

Sincerely,



Jeff Rackley
Manager

2316 Killearn Center Blvd., Suite 102
Tallahassee, Florida 32311
(850) 666-1158
jeff.rackley@stantec.com

Enclosure

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1. EXECUTIVE SUMMARY

Stantec Consulting Services Inc. (Stantec) has conducted a Water and Sewer Rate Study (Rate Study or Study) for the City of Tamarac's (City) water and sewer systems (Utility). This report outlines the assumptions, detailed analysis, and results of the Rate Study, including conclusions and recommendations.

1.1 BACKGROUND

The City owns and operates a potable water system and a sewer system managed through a combined enterprise fund, reliant upon charges for services provided. The Utility serves approximately 20,000 water and sewer customers.

The Utility's water system delivers potable water from the Tamarac Water Treatment Facility through a distribution network of 251 miles of pipe. The Utility's sewer system collects and conveys wastewater through 159 miles of gravity sewers, thirty-three miles of transmission mains, and eighty-six pump stations to the Broward County (County) master pumping stations for conveyance and treatment by the County[1].

The Utility's last comprehensive water and sewer rate study was performed in 2011 by Burton & Associates[2] and identified and recommended rate structure modifications and developed a financial management plan for the Utility to meet its annual cost requirements including annual rate indexing equal to the greater of 5.25% and the U.S. Consumer Price Index Water and Sewerage Maintenance Index that was adopted by the City[3]. The last rate increase under that ordinance was effective October 1, 2014. The Utility then performed a revenue sufficiency analysis in 2015 and the City adopted Ordinance No. 2015-13 which maintained the plan of annual rate indexing unless the City Commission acts otherwise. However, the City has not increased its water and sewer rates since.

Like the rest of the water resources industry, Tamarac faces challenges including increased inflation in operating and capital costs, the need for large-scale capital reinvestment, and compliance with water quality standards and other regulatory requirements, which will impact the sufficiency of revenues generated by existing rates. Specifically, the Tamarac Water Treatment Facility faces costly rehabilitation and the need for a new control building as well as raw water well rehabilitation. The Utility has identified the need for approximately $85 million (in 2024 dollars) in capital costs specifically related to the water supply and treatment functions of the Utility from FY 2024 through FY 2029. Additionally, the Utility is facing the continuous need for renewal and replacement of existing infrastructure for both the water and sewer systems and has observed increases in its operating budget in recent years. Specifically, the utility has

[1] Inter-local agreement between the City and the County.

[2] Acquired by Stantec in 2016.

[3] Ordinance No. 2011-06.

observed increases of 33% in wastewater treatment expenses from Broward County, 100% in chemicals, and 34% in electricity costs since 2020. As such, the City retained Stantec to perform a rate study including a financial management plan to identify the required water and sewer rate adjustments needed to meet the Utility's projected cost requirements, the results of the Study are documented herein.

1.2 OBJECTIVES

The principal objectives or components of the Study are as follows:

Revenue Sufficiency Analysis – To evaluate the sufficiency of the water and sewer rates over a multi-year projection period and, to the extent necessary, develop a plan of annual rate adjustments that will provide sufficient revenues to satisfy the Utility's financial requirements, including 1) operations and maintenance costs (including renewal and rehabilitation and minor capital outlay), 2) capital improvement program, 3) debt service and corresponding net income to debt service coverage ratios, and 4) adequate reserves.

Cost-of-Service Analysis – Perform a cost-of-service allocation analysis allocating revenues and expenses between water and sewer services, based upon appropriate allocation criteria to assist in the development of the recommended rate revenue adjustment plan, to ensure that the Utility's rate reflect reasonable distribution of costs between the systems.

Rate Structure Analysis – Review the Utility's existing water and sewer rate structures and develop modifications, if any, to ensure that the Utility's rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives, such as fiscal stability, affordability, and conservation to the greatest extent possible.

Miscellaneous Fees – Provide cost templates to City staff to identify costs of the Utility to provide various miscellaneous services (such as service connections, service initiations, meter testing, and others) to serve as the basis for adjustment to these types of charges.

Rate and Bill Comparisons – Compare the monthly water and sewer service to single-family residential customers of other neighboring communities at varying levels of water demand and the rate structure including fixed and variables charges.

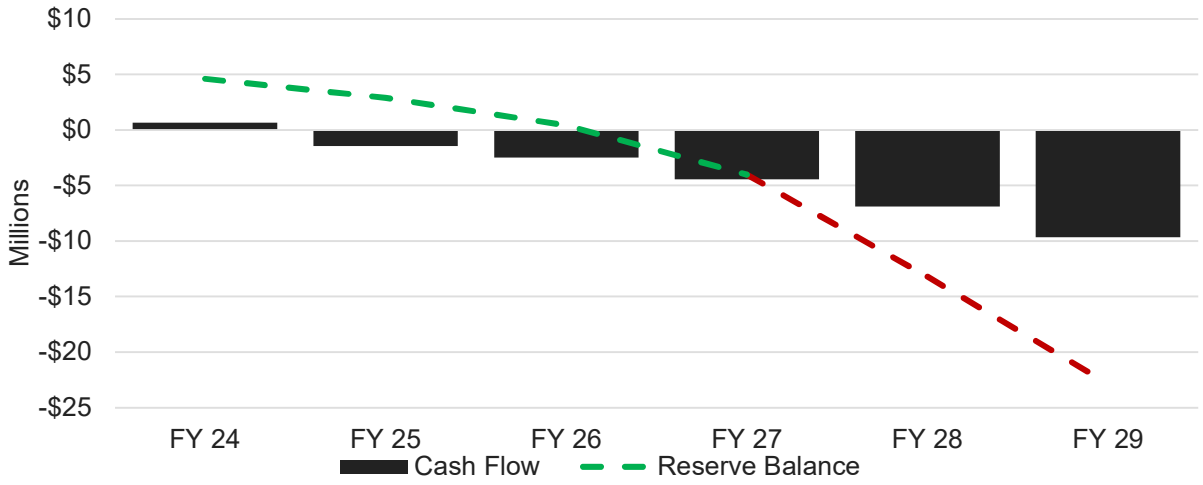
1.3 RESULTS

Based on the completion of the analyses described herein, Stantec has developed conclusions and recommendations for the Utility's water and sewer rates. The key findings and recommendations are outlined herein.

1.3.1 Revenue Sufficiency Analysis

This analysis evaluated the sufficiency of the Utility's revenues to meet its current and projected financial requirements over a 10-year projection period and determined the level of any rate revenue increases necessary in each year of the projection period. Stantec thoroughly discussed the base data and assumptions of the analysis with City staff and reviewed alternative rate adjustment options. Through this process, Stantec identified that the Utility's existing rates do not generate sufficient revenues to meet the Utility's current and projected operating and capital cost requirements beginning in FY 2025 and that a structural cash flow deficit exists such that reserves may be depleted by FY 2026 as summarized in Figure 1.

Figure 1 - Cash Flows at Existing Rates



Therefore, Stantec developed a financial management plan which included rate adjustments necessary over the projection period and proposed rate adjustments to be adopted for FY 2025 through FY 2029 as summarized in Table 1.

Table 1 - Annual Rate Revenue Adjustments

Description	FY 25 – FY 29 [4] Proposed	FY 30 – FY 34 Projected
Effective Date	October 1 of each Fiscal Year	
Water	15.0%	5.0%
Sewer	5.0%	5.0%

[4] Represents overall rate revenue adjustments needed by the Utility in FY 2025. Due to proposed rate structure modifications, actual percentage increases for water and sewer rates will differ by monthly usage and customer type in FY 2025. Stantec proposes annual rate indexing at these percentages beginning in FY 2026.

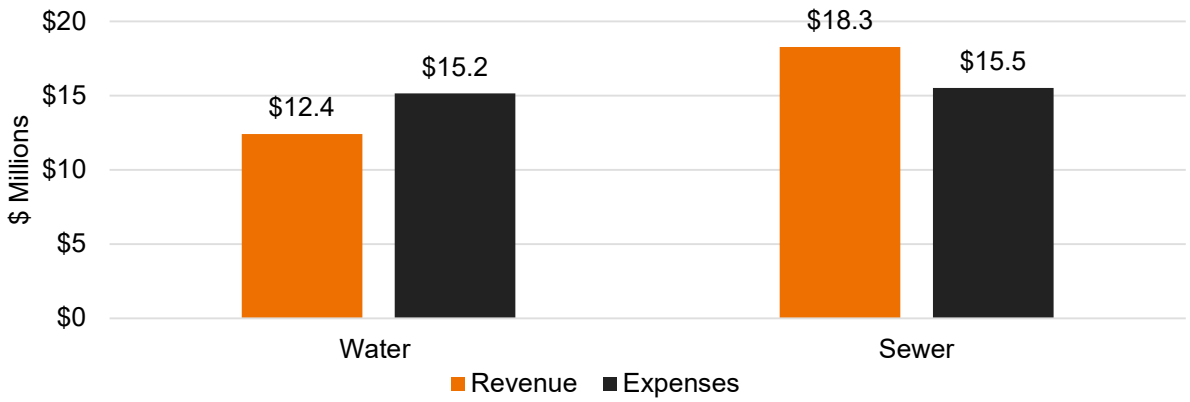
These rate adjustments provide the projected overall revenue increases needed to stabilize cash flows for FY 2025 and FY 2026 while generating revenues to meet the Utility's projected cost requirements through FY 2034.

10-year financial management plan and corresponding plan of annual water and sewer rate revenue adjustments are based upon the revenue and expense information, beginning fund balances, and assumptions as described in Section 2 of this report. Appendix A includes detailed schedules presenting all components of the financial management plan.

1.3.2 Cost of Service Analysis

Stantec performed a cost-of-service analysis that allocated the Utility's costs between its water and sewer systems to determine the level of alignment between the revenues generated from each system and the costs that are incurred to provide each service. Figure 2 below presents a summary of FY 2025 costs compared to revenues for the water and sewer systems. Figure 2 suggests that water revenues collected do not cover assigned water related costs while sewer revenues collected exceed the costs assigned to sewer operations.

Figure 2 – Revenues vs. Expenses



Cost of service studies reflect the analysis of conditions during a test year, selected to provide a normalized set of circumstances, regarding key factors including operating and capital costs. Because cost of service studies reflects the influences of changing technologies, operating costs, regulatory requirements, system investment, and customer behavior, the results tend to change over time and as such, should be conducted periodically. Additionally, the results of the cost-of-service analysis helped to inform the rate structure recommendations which included no increase to sewer rates in FY 2025 and the recommended higher water rate adjustments during the initial five-years of the projection period. These adjustments support better alignment of cost recovery across each system.

1.3.3 Rate Structure Analysis

Stantec reviewed the Utility's existing water and sewer monthly user rates and rate structures relative to 1) conformity with accepted national and local industry practices, 2) fiscal stability and recovery of fixed costs through base charges, 3) water conservation principles, 4) affordability for low volume and average users, and 5) low administrative burden and ease of customer understanding.

Consistent with the Utility's rate structure, customary practice within the water industry is a two-part rate structure comprised of both fixed and variable charges and recovery of a portion of the costs of the system in a fixed readiness-to-serve charge. This practice recognizes that utilities have substantial investments in capital related costs and other fixed costs that are incurred year-round to maintain a state of readiness to meet the peak demands of their customers when they occur. No structural modifications to the Utility's monthly fixed charges are recommended (other than indicated adjustments in the level of the fees to recover the revenue requirements of the system).

The Utility's volumetric rate structure for potable water consists of a four-tier inclining block structure, in which the rate per block increases at each threshold for residential customers and a two-tier inclining block rate for non-residential and irrigation use. This type of structure for residential customers is consistent with communities throughout Florida and the Utility's objectives for conservation pricing. However, Stantec recommends higher pricing in both tier three and tier four to send a stronger price signal for water conservation and enhance affordability for low-volume users. Additionally, it is also common for water utilities to have a uniform volumetric rate for non-residential users to avoid penalizing water intensive users who already have financial incentives to conserve as part of their normal business operations, since the incurrence of utility related costs impacts the economics of their business. As such, Stantec recommends moving to a uniform volumetric rate for non-residential customers for potable water use.

For wastewater volumes, a uniform rate is applied to residential and non-residential metered water use, with residential customers capped at 12,000 gallons per month. This is consistent with industry practice and recognizes that metered water use at these levels is likely for irrigation purposes and therefore not directly delivered to the wastewater system. Therefore, no structural modifications are recommended for the Utility's sewer volumetric rates. Complete schedules of recommended water and sewer monthly user rates for FY 2025 are included in Appendix C of this report.

Table 2 provides the monthly bill impacts of the proposed rates for a single-family residential customer with water and sewer service using 4,000[5] gallons per month.

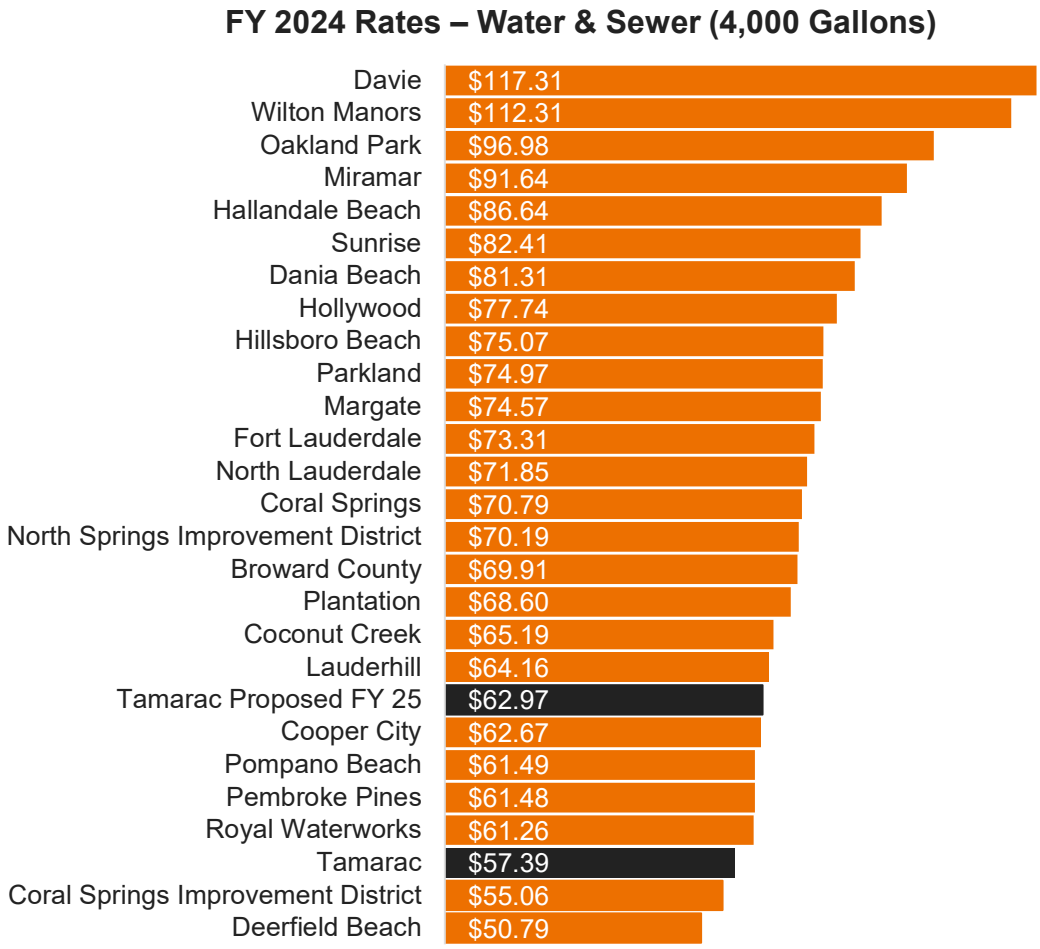
[5] Reflects the typical monthly water demand for a single-family residential customer within the Utility's service area.

Table 2 – Single-Family Residential Water and Sewer Monthly Bill Impacts: Proposed Rates

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Bill: @4,000 gallons	$62.97	$68.62	$74.91	$81.94	$89.87
$ Change	$5.58	$5.65	$6.29	$7.03	$7.93
% Change	9.7%	9.0%	9.2%	9.4%	9.7%

Stantec also completed a local comparative residential monthly bill analysis based upon the current FY 2024 rates for a typical residential customer using 4,000 gallons of per month. As shown in Figure 3, Tamarac's rates for a typical user are among the lowest of water and sewer service providers in the area. Additionally, even after the proposed rate adjustments in FY 2025, the Utility would continue to have one of the lowest typical residential bills, without even considering future rate adjustments occurring in the other communities over the next two fiscal years.

Figure 3 – Single-Family Residential Bill Comparison



1.3.4 Miscellaneous Fees

The Utility currently applies miscellaneous fees for the provision of specific services to individual customers. Meter connections, service turn-on/offs, and meter tests are examples of the types of services for which the Utility applies miscellaneous fees to recover the costs. The primary intent of miscellaneous charges is to ensure the recipient of the benefit of a specific service bears the costs associated with providing that service or to influence or promote positive customer behavior. While they represent approximately 2.0% of overall annual revenue for the Utility, to the extent these charges are not recovering costs, the rest of the Utility's customers are subsidizing these activities caused by specific customers.

Utility staff performed a detailed review of the processes and associated costs of performing each service behind the miscellaneous fees, populated the cost template provided by Stantec. Thereafter, Stantec reviewed the proposed miscellaneous fees considering the potential impacts to customers, comparison to local benchmarking, and the Utility's overall cost recovery objectives. Appendix D presents a comparison of the Utility's current and proposed miscellaneous fees.

2. REVENUE SUFFICIENCY ANALYSIS

This section of the report presents the financial management plan developed in the Revenue Sufficiency Analysis (RSA) that was conducted as part of the Study which determined the level of annual rate revenue (and corresponding rate adjustments) necessary to satisfy the City's financial requirements over a projection period of FY 2025 through FY 2034. The following sub-sections herein present a description of the approach, source data, assumptions, and results of each RSA, while Appendix A includes detailed supporting schedules for the financial management plan identified herein.

2.1 APPROACH

During the Study, Stantec reviewed alternative multi-year financial management plans and corresponding rate revenue adjustment plans through multiple interactive work sessions with City staff. During these work sessions, Stantec examined the impact of various inputs or assumptions upon key financial indicators by use of tabular and graphical output and extensive review of inputs, assumptions, and relationships between key variables. In this way, Stantec developed the recommended financial management plan and corresponding plan of annual water, and sewer rate revenue adjustments presented in this report that will allow the Utility to fund its' cost requirements throughout the planning period and meet its financial performance goals and objectives.

Stantec obtained the Utility's historical and budgeted financial information regarding the operation of its water and sewer systems, as well as historical customer counts and volume data by class of customer. Stantec was also provided the Utility's multi-year CIP and current debt service obligations and covenants, or promises made to lenders, relative to net income coverage requirements and reserves. Stantec discussed with City staff other assumptions and policies that would affect the financial performance of the Utility, such as trends in demands, planned developments/customer growth, debt coverage levels, levels of reserves, capital funding sources, earnings on invested funds, escalation rates for operating costs, and others.

This information was entered into a financial planning model which produced a ten-year projection of the adequacy of revenues provided by the existing rates of the Utility to meet its current and projected financial requirements. Thereafter, the level of rate revenue increases necessary in each year of the projection period to satisfy the system's annual financial requirements was determined.

The financial planning model utilizes all projected available unrestricted funds in each year of the projection period to pay for capital expenditures. The model is set up to reflect the rules of cash-funded expenditures (Pay-As-You-Go or PAYGO) and it produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects, or portions thereof that are determined to be eligible for borrowing. The financial

plan is used to develop a borrowing program (if necessary) that includes the required borrowing amount by year and the estimated annual debt service requirements for each year in the projection period.

2.2 SOURCE DATA

The following sub-sections present the key source data relied upon in updating the RSA.

2.2.1 Beginning Fund Balances

The Utility's trial balance was used to establish the Utility's beginning FY 2024 (October 1, 2023) balances. Schedule 2 of Appendix A presents a summary of the beginning fund balances for each of the Utility's funds.

2.2.2 Revenues

The Utility generates revenues primarily through monthly user rates from retail customers, impact fees, other miscellaneous fees, and interest on fund balances. Rate revenue projections were based upon actuals for FY 2023 and an evaluation of FY 2024 year-to-date revenue collected, adjusted annually to reflect assumed customer growth, changes in demand, and assumed rate revenue adjustments. Service availability (fixed charges) rate revenue for water and sewer service were projected based on growth in ERCs within the system, while volumetric rate revenue was projected based on associated growth of water demand and associated billed sewer volumes from new customer connections.

Impact fees are one-time charges paid by a new customer for their share of system capacity. Such fees are the mechanism by which growth can "pay its own way" and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers or customers requiring additional capacity. Projected impact fee revenues reflect the assumed growth in new customers and associated ERCs growth throughout the projection period.

Projections of all other non-rate revenues were based upon the Utility's estimates for FY 2024 and reflect the amounts within the preliminary FY 2025 and FY 2026 Budgets, excluding interest income, which was calculated annually based upon projected average fund balances and assumed interest rates. The projection of revenues is provided on Schedule 3 of Appendix A.

2.2.3 Expenditures

The Utility's expenditures during the projection period consist of all operating and maintenance (O&M) expenses, minor capital outlays, debt service expenses, and cash funding of capital improvements.

Operating Expenses

In FY 2024, FY 2025, and FY 2026, all O&M expenses and minor capital outlays were based upon their respective budgets and forecasts provided by the Utility. After FY 2026, O&M expenses are adjusted each year by assumed cost escalation factors discussed with the Utility to reflect future inflation.

Capital Improvement Plan

One of the most crucial elements of a utility's financial plan is to ensure that there is continuous reinvestment in existing infrastructure to provide quality utility services and investment in new infrastructure to support new growth in the system. The Utility[6] provided the CIP in project level detail from FY 2024 through FY 2034. Stantec and City staff discussed the expected annual capital spending, timing of the projects, and reviewed potential funding methods for each project. As the Utility defines these projects and associated costs, they should be considered in future rate studies. A detailed list of projects and costs by year can be seen on Schedule 6 of Appendix A while a summary of the Utility's CIP from FY 2024 through FY 2028 in current day dollars relied on for this Study is provided in Table 3.

Table 3 – Capital Improvement Plan (2024 dollars)

Description	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Capital Improvement Plan	$7.5M	$34.7M	$42.9M	$28.5M	$31.9M	**$145.5M**

2.3 ASSUMPTIONS

The following section presents the assumptions, policies, and parameters of the RSA:

2.3.1 Customer Growth & Demand Projections

The RSA reflects annual retail customer growth projections of ten water and sewer ERCS (each) through FY 2026, increasing to 150 ERCS from FY 2027 to FY 2030 and decreasing back to 10 ERCS from FY 2031 to the end of the projection period. Based upon these new connections, the average annual growth rate in ERCs is 0.03% (for both water and sewer) from FY 2024 to FY 2026, 0.51% (for both water and sewer) from FY 2027 to FY 2030, and 0.03% (for both water and sewer) from FY 2031 onwards. The RSA reflects growth in billed volume that is equal in each year to the projected growth in water and sewer customers.

New connections and ERCs, water sales, and billed sewer volume projections were based upon a review of historical data, observance of local environmental and economic conditions, and discussions with City

[6] Provided to Stantec on April 15, 2024.

Staff. The projection of ERCs, water sales, and billed sewer volumes by fiscal year is provided on Schedule 1 of Appendix A.

2.3.2 Impact Fees[7]

The RSA reflects impact fee revenues based on the Utility's current charges per ERC of $1,700 for water and $2,200 for sewer.

2.3.3 Interest Earnings on Invested Funds

The assumed annual interest earnings rate on Utility fund balances is 2.50% in FY 2024 and 2.0% each year thereafter.

2.3.4 Operating Expenses

O&M expenses for the Utility include personnel, contract services, repair and maintenance of the facilities, materials, supplies, electricity, chemicals, and others. This RSA utilized the FY 2024 Budget and the FY 2025 and FY 2026 forecasts for FY 2024, FY 2025, and FY 2026, respectively, and projects future expenses by applying various annual cost escalation factors based upon the type of expense. Through discussions with the Utility, various expenses were modified in future years where the forecast FY 2025 and FY 2026 forecasts did not reflect longer-term expectations for future annual expenses.

Cost Escalation

Annual cost escalation factors for the types of O&M expenses were developed based upon a review of historical trends, Stantec's industry experience, and detailed discussions with City staff. The escalation factors range from an average of 4.0% for items such as repair and maintenance, to 8.0% for group health insurance costs. The specific escalation factors assumed for the various categories of expenses are in Schedule 5 of Appendix A.

O&M Expense Execution

Historically, the Utility has been able to realize savings by executing or spending less than its annual operations expense budget. Based upon a review of historical actuals to budget and discussions with City staff regarding future expectations, this RSA assumes that personnel services actual expenses will be 95.0% of budgeted from FY 2024 to the end of the projection period. Variable O&M expenses are assumed to be executed at 100.0% throughout the projection period while other O&M expenses are assumed to be executed at 90.0% in FY 2024 to the remainder of the projection period. Minor capital outlay including vehicles and minor capital equipment will be executed at 100.0% throughout the projection period. Schedule

[7] Otherwise referred to as Contribution in Aid of Construction per the City's code of ordinances.

4 of Appendix A summarizes the projected annual O&M expenses during the projection period considering these future cost inflation and execution assumptions.

2.3.5 Capital Improvement Plan

Cost Escalation

The RSA utilized the CIP provided by City staff for FY 2024 through FY 2034. Beginning in FY 2025, the RSA herein assumes an annual cost inflation factor of 5.0% applied to project estimates to account for inflation in the future cost of construction. In total, the CIP used in this analysis (including inflation) from FY 2024 – FY 2034 is approximately $260 million as summarized in Schedule 6 of Appendix A.

Spending Execution

Consistent with the Utility's historical annual spending and Stantec's experiences with other public utilities, it is assumed that even though funds for these projects may be identified and appropriated in subsequent budget years, actual expenditures and projects construction will be spread out over a longer time due to procurement or permitting delays, construction and contractor resource constraints, weather, economic, or other factors. As such, Stantec and City staff evaluated the level of historical and anticipated annual capital spending relative to the projects included in the CIP and developed a plan of estimated annual capital spending and cash flows during the projection period. The total CIP (after execution) during the projection period is approximately $235 million as summarized in Schedule 6 of Appendix A.

2.3.6 Capital Financing Plan

The RSA attempts to optimize the funding of the CIP by utilizing any available funding sources to cover the Utility's' annual capital projects. As such, projects are funded either by existing reserves or annual revenues (PAYGO), existing reserves dedicated for capital such as impact fees or proceeds from future debt.

The financial management plan developed as part of the RSA assumes potential future debt beginning in FY 2026 totaling approximately $82 million through FY 2034 using the following parameters:

- Term: 30 Years
- Interest Rate: 4.5% in FY 2024, 5.0% in FY 2025 to the remainder of the projection period
- Structure: Level annual debt service, assuming interest-only payment in year of issuance
- Costs of Issuance: 2.0% of Par

This RSA presents the annual borrowing needs assuming the identified level of capital spending for planning purposes, recognizing that the City would not issue senior-lien debt such as revenue bonds on an annual basis. Additionally, the Utility should evaluate the actual amount and timing of future additional debt as part of future rate analyses and financial planning activities to account for changes in the timing and/or amount of the CIP, the availability of other funding sources, and the level of reserves or operating revenues

available for capital funding. The RSA also assumes that the Utility will issue a future Series 2025 Bond of approximately $35 million to pay for capital projects.

Table 4 – Capital Financing Plan[8]

Description	CIP Funding FY 24 – FY 34
Water Impact Fees	$2.3M
Sewer Impact Fees	$0.0M
Renewal & Replacement	$79.0M
Estimated Series 2025 Bonds	$35.0M
Cash Funded (PAYGO)	$37.5M
Future Debt	$81.5M
Total	**$235.4M**

A summary of the assumed capital financing plan by fiscal year developed as part of the RSA is provided in Schedule 9 of Appendix A.

2.3.7 Debt Service & Coverage

Outstanding Debt

The Utility currently has two existing debt obligations, the 2016A and 2016B bonds, with a total annual debt service payments of approximately $1.4M during the projection period.

Future Debt

Beyond the assumed $35M Series 2025 Revenue Bonds[9], the capital financing plan assumes that the Utility will need to issue future debt to partially fund future capital improvements. Annual debt service payments on assumed future debt ranges from approximately $2.0 million in FY 2025 to approximately $7.3 million in FY 2034. Schedule 4 of Appendix A summarizes the Utility's annual debt service on the assumed future debt obligations.

Rate Covenant/Debt Service Coverage

[8] Totals may not add due to rounding.

[9] Estimated annual debt service for the Series 2025 Bonds were provided by the City's financial advisor.

To maintain the financial stability of the Utility, the City's Bond Resolution[10] established a rate covenant to maintain net revenues (gross revenues minus operating expenses) that are at least 1.10 times greater than the annual debt service expense (i.e., the annual principal and interest payments) for its outstanding bonds. To the extent the Utility issues future debt and is unable to meet these requirements, it could face the possibility of having its credit rating downgraded, which is dependent on ability to fund debt service requirements, among other criteria. A credit downgrade would affect interest rates and terms of future financing activities. It is important to note that these covenants (often referred to as debt service coverage requirements) represent minimum requirements.

As a policy decision, utilities often measure revenue sufficiency and set rates based upon a higher debt service coverage level to ensure compliance with these types of covenants in the event future projections of revenue and expenses do not occur as predicted (i.e., due to extended drought conditions, unanticipated capital requirements or O&M cost increases, natural disasters, or other reasons).

As such, the financial management plan presented herein achieves a debt service coverage ratio that exceeds the Utility's minimum 1.10 requirement throughout the projection period. Schedule 8 of Appendix A provides a summary of the projected annual debt service coverage over the projection period.

2.3.8 Minimum Reserve Balances

Reserve balances for utility systems are funds set aside for a specific cash flow requirement, financial need, project, or legal covenant. These balances support to meet short-term cash flow requirements and, at the same time, minimize the risk associated with meeting the financial obligations and continued operational and capital needs of the utility under adverse conditions. The level of reserves maintained by a utility is a critical component and consideration of developing a utility system multi-year financial management plan.

Utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to assure a utility that it will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The Utility's existing reserve policies establishes a minimum unrestricted operating reserve equal to three-months of annual O&M expenses and a minimum reserve balance in its renewal and replacement fund of $500,000 as required by the Bond Resolution.

[10] Resolution No R-2009-96 as amended.

During the Study, Stantec evaluated the Utility's reserve levels for consistency with industry guidance published by the American Water Works Association (AWWA)[11], credit rating agencies (Fitch, Moody's, and S&P), and experience working with utility systems across the Country. As a result, the RSA includes a reserve target for purposes of this Study equal to six months of O&M in each fiscal year with the Utility achieving at least its minimum three-month policy in each year of the projection period. Having adequate reserves provides financial sustainability and rate stability, maintain adequate funding sources for future capital needs, and support the overall creditworthiness of the City as potential future debt may be necessary.

2.4 RESULTS

To evaluate the sufficiency of existing rates, fees, and charges to fund the Utility's revenue requirements over the planning period, a projection of revenue requirements and revenues at current rates was developed as described herein. Fundamentally, the objectives of the RSA were to determine if the current rates for FY 2024 are sufficient to fund the Utility's cost requirements beginning in FY 2025, and to identify the level of future rate increase requirements that would be necessary for the remainder of a ten-year projection period extending through FY 2034. The supporting financial schedules for the RSA are presented in Appendix A of this report.

2.4.1 Financial Management Plan

Based upon the data, assumptions, and policies provided and discussed herein, the Utility's current rates will not provide sufficient revenue to meet its ongoing debt service, capital, and operating cost requirements over a multi-year projection period. As such, Stantec developed a financial management plan and corresponding plan of water and sewer rate increases that will meet the Utility's current and projected cost requirements. The recommended five-year water and sewer rate adjustment plan is presented in

Table 5.

Table 5 - Annual Rate Revenue Adjustments by Fiscal Year[12]

Description	FY 25 – FY 29 Proposed	FY 30 – FY 34 Projected
Effective Date	October 1 of each Fiscal Year	
Water	15.0%	5.0%

[11] American Water Works Association (2018). *Cash Reserve Policy Guidelines* [White Paper].

[12] Represents overall rate revenue adjustments needed by the Utility in FY 2025. Due to proposed rate structure modifications, actual changes to customer's bills will differ by monthly usage and customer type in FY 2025. Stantec proposes annual rate indexing at these percentages beginning in FY 2026.

Sewer	5.0%	5.0%

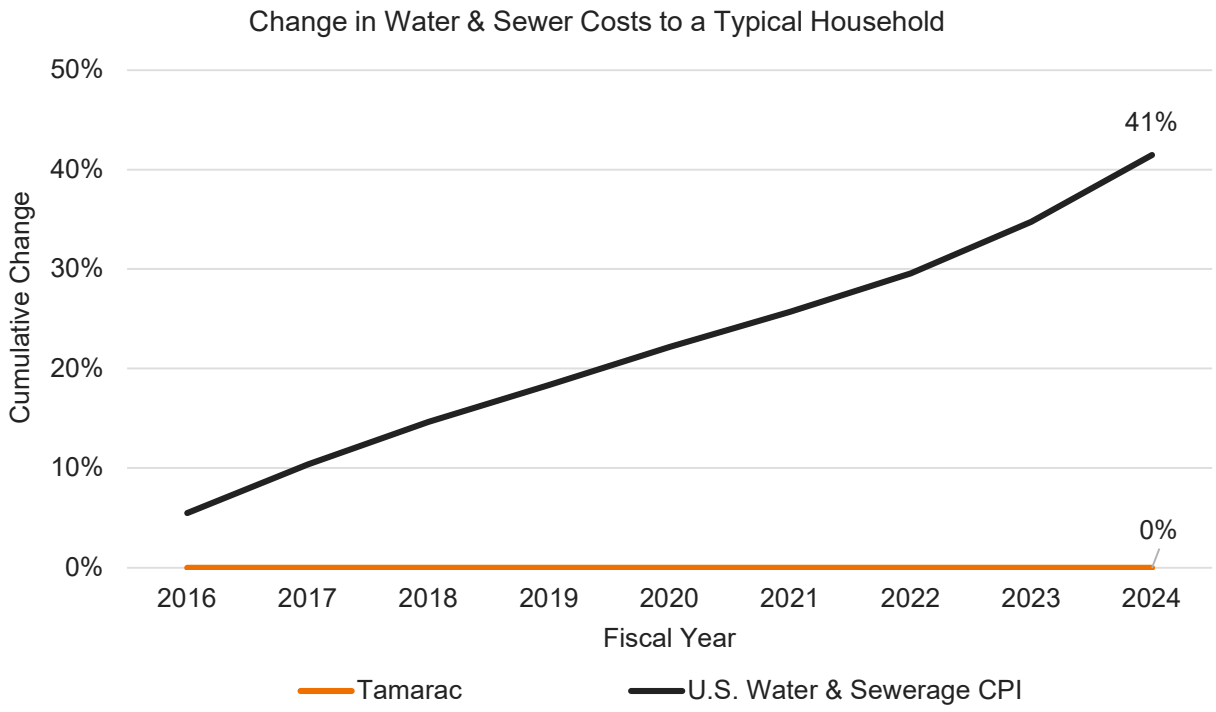
This rate indexing plan reflects the results of the cost-of-service component of the Study (described in Section 3 herein), including a higher increase for water rates to better align costs and revenues between the systems through FY 2029. Thereafter, the rate indexing plan reflects 5.0% for each system during the projection period.

2.4.2 Historical Rate Adjustments

The Utility's historical level of rate adjustments has been lower than national trends and Stantec's local industry experience. Figure 4 provides the annual change in water and sewer bills for the typical single-family residential customer since 2015 as measured by the United States Consumer Price Index Water and Sewerage Maintenance Series compared to the Utility's historical cost increases in water and sewer bills for a typical single-family residential customer using 4,000 gallons per month. Overall, the Utility's monthly water and sewer bills for a typical single-family residential customer has not changed since 2015 compared to the national industry trend, which increased by approximately forty-one%[13] over the same period.

[13] U.S. CPI Water and Sewerage Series based on the April reading of the index for consistency with the City's Ordinance.

Figure 4 – Historical Water and Sewer Cost Comparison



3. COST OF SERVICE

As part of the Study, Stantec performed a cost-of-service analysis to evaluate the Utility's current cost recovery between utility systems. The cost allocation analysis isolates the costs of the water and sewer systems and compares them to the revenues generated by each system's rates. The results of this analysis provide guidance for determining the recommended rate adjustment plan for the water and sewer systems over the projection period. Appendix B provides supporting schedules for the cost allocation analysis.

3.1 APPROACH

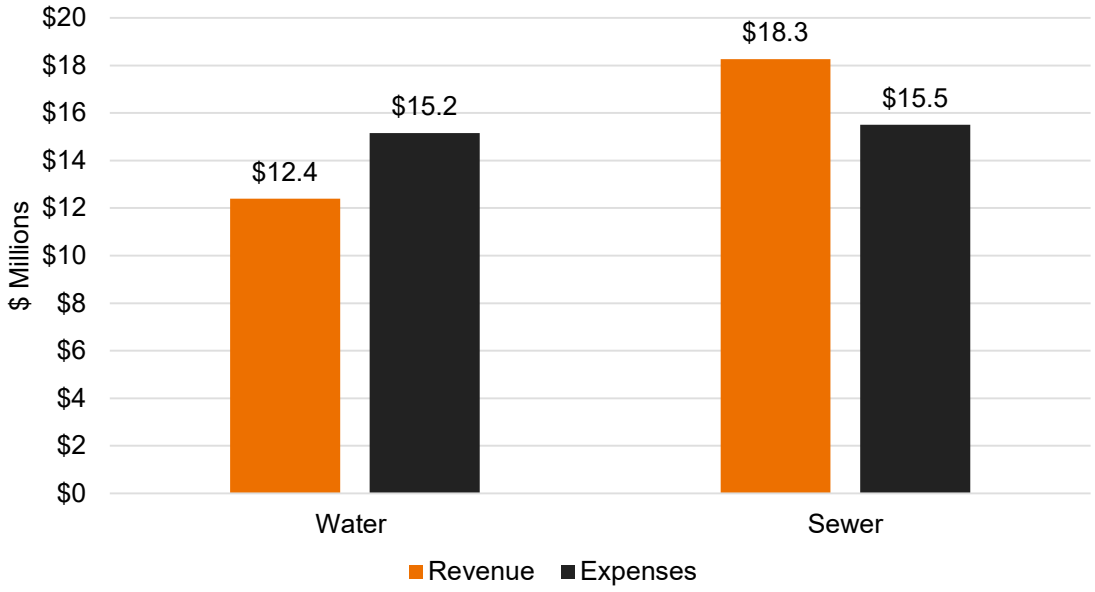
Stantec used the FY 2025 revenue requirements developed in revenue sufficiency analysis (described in Section 2) as the test year for the cost-of-service analysis. The proportion of costs allocated to each system was determined by analyzing each line item of cost and applying appropriate allocation factors, such as number of customer accounts, volumes, and planned CIP allocable to each system. Costs were divided between water and sewer while others were assigned directly to a specific utility service, particularly where such costs were clearly identified within the O&M budget. For example, all costs within the Water Treatment department were assigned entirely to the water system. Schedule 1 of Appendix B details the allocation of each revenue requirement between the water and sewer systems.

Once the expenses were allocated to the water and sewer systems, the revenues were allocated for each system in a comparable manner. Revenue for the water and sewer systems includes revenue from user rates and other operating revenue. The allocation of the revenues between the water and sewer systems is presented in Schedule 2 of Appendix B.

3.2 RESULTS

The analysis then compared the distribution of revenues generated by the water and sewer systems to the expenses associated with each service, respectively, to determine whether the Utility's current rate revenues is reflective of its current cost-of-service for each system. The Utility's test year FY 2025 revenues compared to the projected expenses for the water and sewer systems respectively prior to any adjustments in the rate design process as identified herein, are provided in Figure 5.

Figure 5 - FY 2025 Cost Allocation Summary



The test year revenue requirements revealed a subsidy from the sewer system to the water system (i.e., sewer system revenues are over-recovering the cost of service and water revenues are under-collecting). Additionally, assumed increases in the Utility's capital cost requirements are weighted more towards the water system. As such, Stantec incorporated these factors into the recommended FY 2025 rates considering rate structure modifications outlined in Section 4 herein and in the recommended rate plan to gradually increase alignment between revenues and expenses of the water and sewer systems. Actual and projected results will fluctuate over time as costs, timing, and usage characteristics change, the rate revenue adjustment recommendations herein should be evaluated periodically.

4. RATE STRUCTURE ANALYSIS

The next component of the Study was to evaluate the Utility's existing retail rates and rate structure and to provide recommended rates. The following sub-sections present Stantec's review of the Utility's existing rates, supporting rate schedules for the recommended rates, and resulting customer bill impacts. The recommended rates presented herein are for implementation on October 1, 2024 (FY 2025), for services provided during the preceding month. Complete rate schedules for retail customers are provided in Appendix C.

4.1 RATE STRUCTURE REVIEW

Stantec reviewed the Utility's existing water and sewer retail rate structures in the context of:

- Fair recovery of cost of service and revenue requirements from each system
- Conformance to accepted national and local industry practices
- Fiscal stability and recovery of fixed costs through base charges
- Resource conservation and consideration of the impact of current and future water quality and environmental regulations
- Affordability to low and average volume users
- Administrative burden and ease of customer understanding

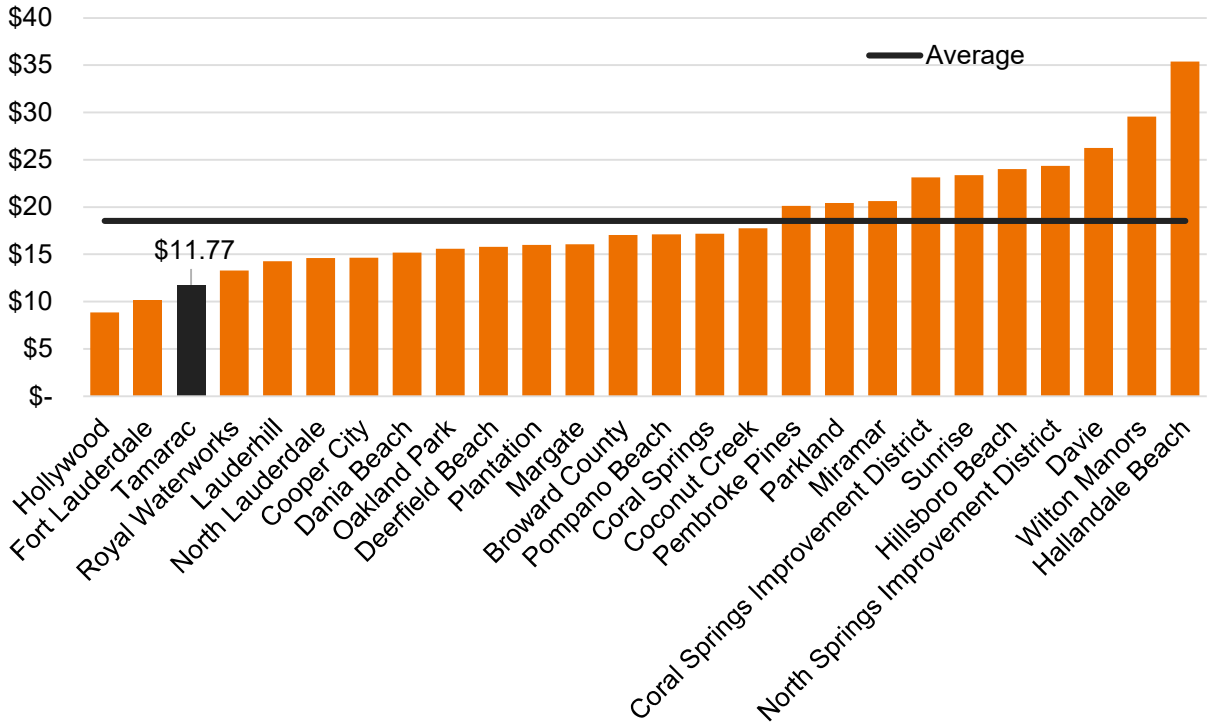
Customary practice is a two-part rate structure comprised of both fixed and variable charges. Accepted practice in the water industry includes recovery of a portion of the costs of the system in a fixed readiness-to-serve charge. This practice recognizes that utilities have substantial investments in capital related costs and other fixed costs incurred year-round to maintain a state of readiness to meet demands of their customers when they occur.

4.1.1 Fixed Charges

The utility presently has fixed charges for water and sewer service regardless of whether there is any measured water use, which is a service availability charge per account for all retail customers that is scaled by the number of ERCs associated with each connection and a customer service billing charge that should be charged per connection, not per ERC. A review of local utility fixed and service availability charges indicates use of ERCs or meter size as the basis for scaling fixed charges. This recognizes that customers with more capacity and therefore potential demands place a higher cost burden on a utility which is consistent with the Utility's current rate structure.

A review of fixed charges for residential customers with a five-eighths inch or three-quarter inch meter at local water and sewer utilities is provided in Figure 6 and Figure 7, respectively and demonstrates that the Utility's existing fixed charges[14] are among the lowest in the comparison.

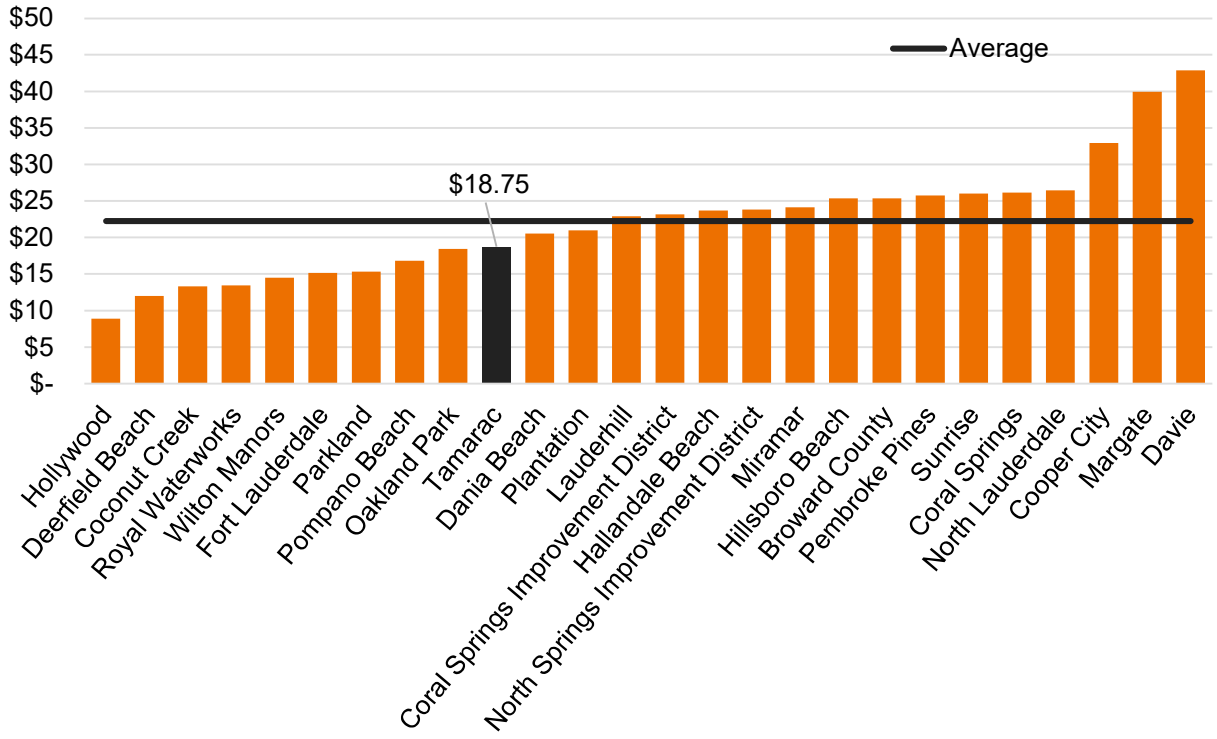
Figure 6 – Water Fixed Charge Comparison (5/8" or ¾" Meter Equivalent) [15]



[14] Includes the service availability and customer billing charge where applicable.

[15] Rates as of March 2024.

Figure 7 – Sewer Fixed Charge Comparison (5/8" or ¾" Meter Equivalent) [16]



Utility systems often establish fixed charges at desired levels to support revenue stability in times of economic instability and/or volatility in billed demands. Credit rating agencies have historically utilized a revenue defensibility component in rating criteria with revenues from fixed charges exceeding 30.0% considered in the "stronger" category. The Utility currently collects approximately 49% of water rate revenues and approximately 47% of sewer rate revenues through fixed charges which provides overall strong revenue stability.

4.1.2 Volumetric Rates

Volumetric water and sewer charges are based upon metered water use, and for potable water, inclining block rate structures are common in regions where water conservation is essential, including throughout the State of Florida. Inclining block rate structures intend to provide price incentives to reduce discretionary water use, notably outdoor irrigation. The Utility's existing potable water volumetric tiers are provided in Table 6.

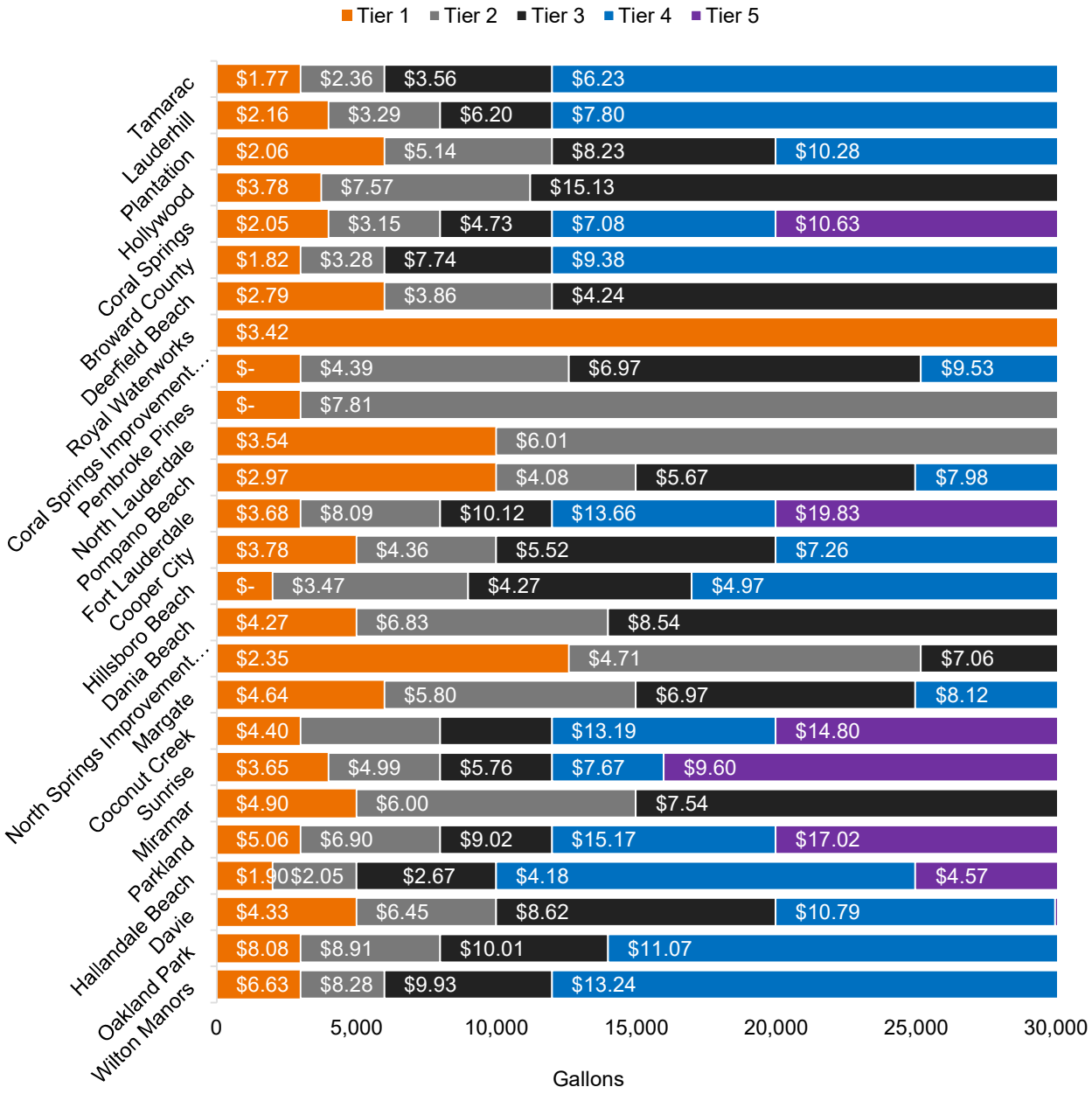
[16] Rates as of March 2024.

Table 6 – Existing Water Volumetric Tiers

Tier	Residential All Meter Sizes	Multi-Family Per Unit	Irrigation Scaled by ERCs by Meter Size	Non-Residential Scaled by ERCs by Meter Size
	Gallons per Month			
1	0 - 3,000	0 - 2,000	0 – 6,000	0 – 6,000
2	3,000 – 6,000	2,000 – 5,000	Above 6,000	Above 6,000
3	6,000 – 12,000	5,000 – 10,000		
4	Above 12,000	Above 10,000		

The demand threshold by tier for irrigation and non-residential customers is scaled by the associated ERCs assigned to each meter size. For example, the tier one demand threshold for a commercial customer with a five-eighths" meter is 6,000-gallons while the tier one threshold for a customer with a one" meter (2.5 ERCs) is 15,000-gallons. Additionally, the demand threshold for a master-metered multi-family customer is scaled by the number of units associated with that meter. Figure 8 compares the Utility's water volumetric rate structure for single-family residential customers including tiers and pricing for other water systems in the region and demonstrates the wide use of inclining-block potable water rate structures in the regional and reveals that the Utility's tier sizing is comparable.

Figure 8 – Water Single-Family Residential Tier Size & Rate Comparison [17]

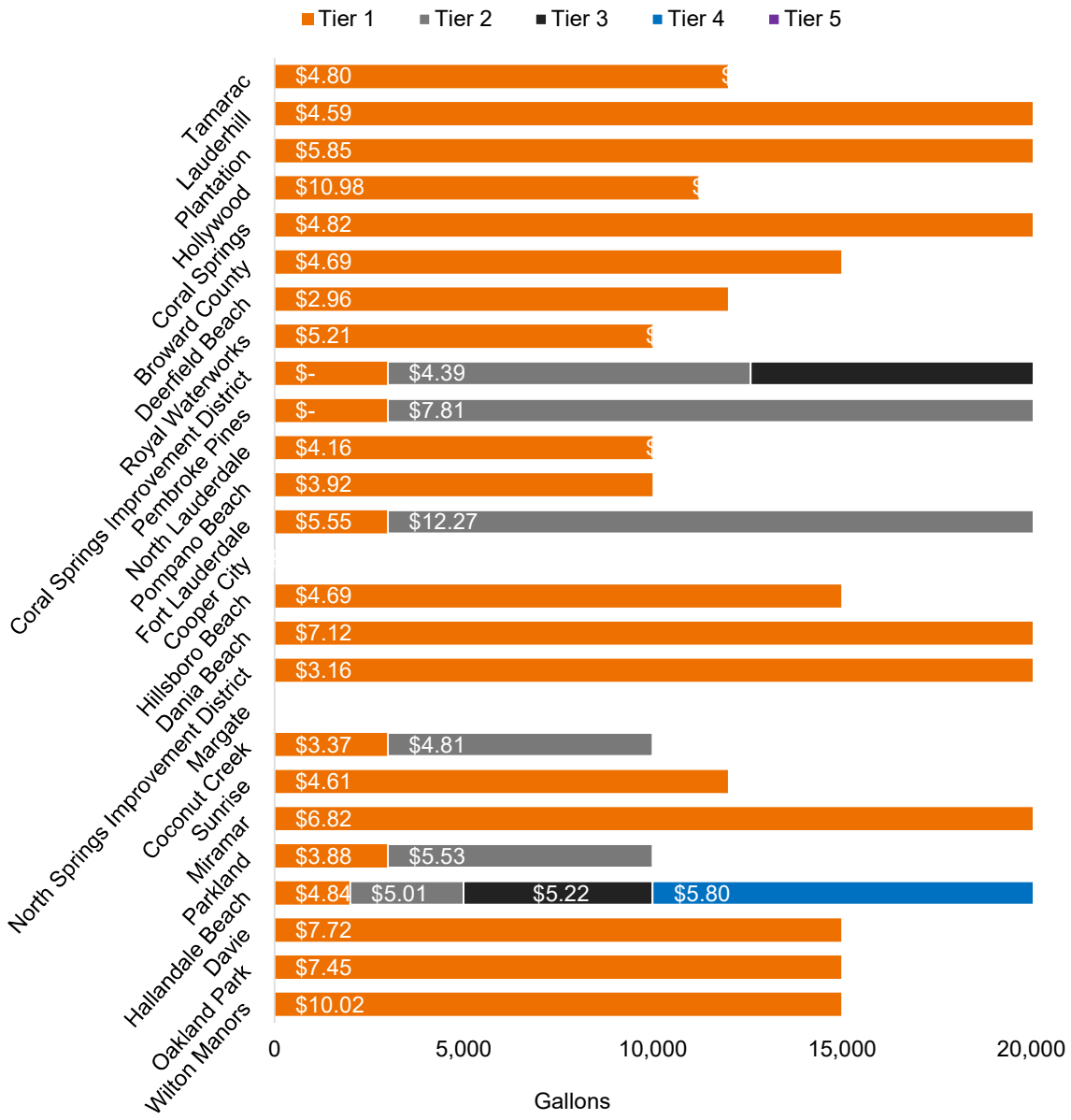


The Utility applies a uniform volumetric rate to all single-family residential retail sewer customers based upon metered water use, capped at 12,000 gallons per month, recognizing that water use above that threshold is typically related to outdoor usage that never enters the sewer collection system. The residential cap structure is consistent with the industry and nearby communities in Florida, while the threshold for the

[17] Rates as of March 2024

cap can vary depending on the water use profiles, availability of reclaimed water or separate irrigation meters, and other factors within a community as demonstrated in Figure 9.

Figure 9 – Sewer Single-Family Residential Billed Volume Cap & Rate Comparison[18] [19] [20]



[18] Rates as of April 15, 2024.

[19] The City of Cooper City and the City of Margate have rate structures that do not include a volumetric sewer rate component.

[20] Dollars per 1,000 gallons.

4.2 RESULTS

Overall, the Utility's existing rate structure are consistent with other communities throughout Florida and the align with the identified objectives. However, Stantec recommends two rate structure modifications for implementation. First, Stantec recommends increasing the price differentials between the potable water volumetric rates in tier three and tier four (correspond to tier one and tier two for irrigation meters) to send a stronger price signal for water conservation and enhance affordability for low-volume users. Second, Stantec recommends that the Utility implement a uniform potable water volumetric rate for non-residential customers. It is common for water utilities to have a uniform volumetric rate for non-residential users to avoid penalizing water intensive users who already have financial incentives to conserve as part of their normal business operations as a cost that impacts the economics of their business.

Stantec developed specific rates for implementation in FY 2025 considering these modifications and the results of the cost allocation analysis presented herein. Complete schedules of recommended water and sewer monthly user rates for FY 2025 for each customer type are included in Appendix C herein.

4.3 CUSTOMER BILL IMPACTS

Table 9 - Example presents the change in monthly bills resulting from the recommended rates for FY 2025 to single-family residential customers including the rate structure modifications identified herein. This table demonstrates that the typical residential customer using 4,000 gallons per month would see a monthly increase of $5.58, or 9.7%.

Table 7 –Water and Sewer Single-Family Residential Customer Monthly Bill Impacts

Monthly Usage (1,000 Gallons)	Cumulative Bills	FY 2024 Bill $ (Existing Rates)	FY 2025 Bill $ (Proposed Rates)	$ Change	% Change
0	2.3%	$ 30.52	$ 33.52	$ 3.00	9.8%
1	14.6%	$ 37.09	$ 40.54	$ 3.45	9.3%
2	32.7%	$ 43.66	$ 47.56	$ 3.90	8.9%
3	50.7%	$ 50.23	$ 54.59	$ 4.36	8.7%
4	65.1%	$ 57.39	$ 62.97	$ 5.58	9.7%
5	75.3%	$ 64.55	$ 71.36	$ 6.81	10.6%
6	82.4%	$ 71.71	$ 79.75	$ 8.04	11.2%
7	87.1%	$ 80.07	$ 90.66	$ 10.59	13.2%
8	90.3%	$ 88.43	$ 101.57	$ 13.14	14.9%
9	92.6%	$ 96.79	$ 112.49	$ 15.70	16.2%
10	94.2%	$ 105.15	$ 123.40	$ 18.25	17.4%

Table 8 and Table 9 present the change in monthly bills resulting from the recommended rates for FY 2025 for various multi-family residential and commercial customers, respectively, including the rate structure modifications identified herein.

Table 8 – Example Water and Sewer Multi-Family Residential Monthly Bill Impacts [21]

Monthly Usage (1,000 Gallons)	Number of Units	FY 2024 Bill $ (Existing Rates)	FY 2025 Bill $ (Proposed Rates)	$ Change	% Change
20	8	$ 342.08	$ 339.40	$ (2.68)	-0.8%
30	8	$ 413.68	$ 423.30	$ 9.62	2.3%
40	8	$ 485.28	$ 507.20	$ 21.92	4.5%

Table 9 - Example Water and Sewer Commercial Monthly Bill Impacts

Monthly Usage (1,000 Gallons)	Meter Size	FY 2024 Bill $ (Existing Rates)	FY 2025 Bill $ (Proposed Rates)	$ Change	% Change
5	5/8"	$ 78.70	$ 89.52	$ 10.82	13.7%
10	5/8"	$ 119.30	$ 131.47	$ 12.17	10.2%
20	5/8"	$ 202.90	$ 215.37	$ 12.47	6.1%
10	1"	$ 171.42	$ 195.41	$ 23.99	14.0%
20	1"	$ 249.02	$ 279.31	$ 30.29	12.2%
30	1"	$ 332.62	$ 363.21	$ 30.59	9.2%
25	2"	$ 487.48	$ 555.62	$ 68.14	14.0%
75	2"	$ 877.88	$ 975.12	$ 97.24	11.1%
150	2"	$1,504.88	$1,604.37	$ 99.49	6.6%

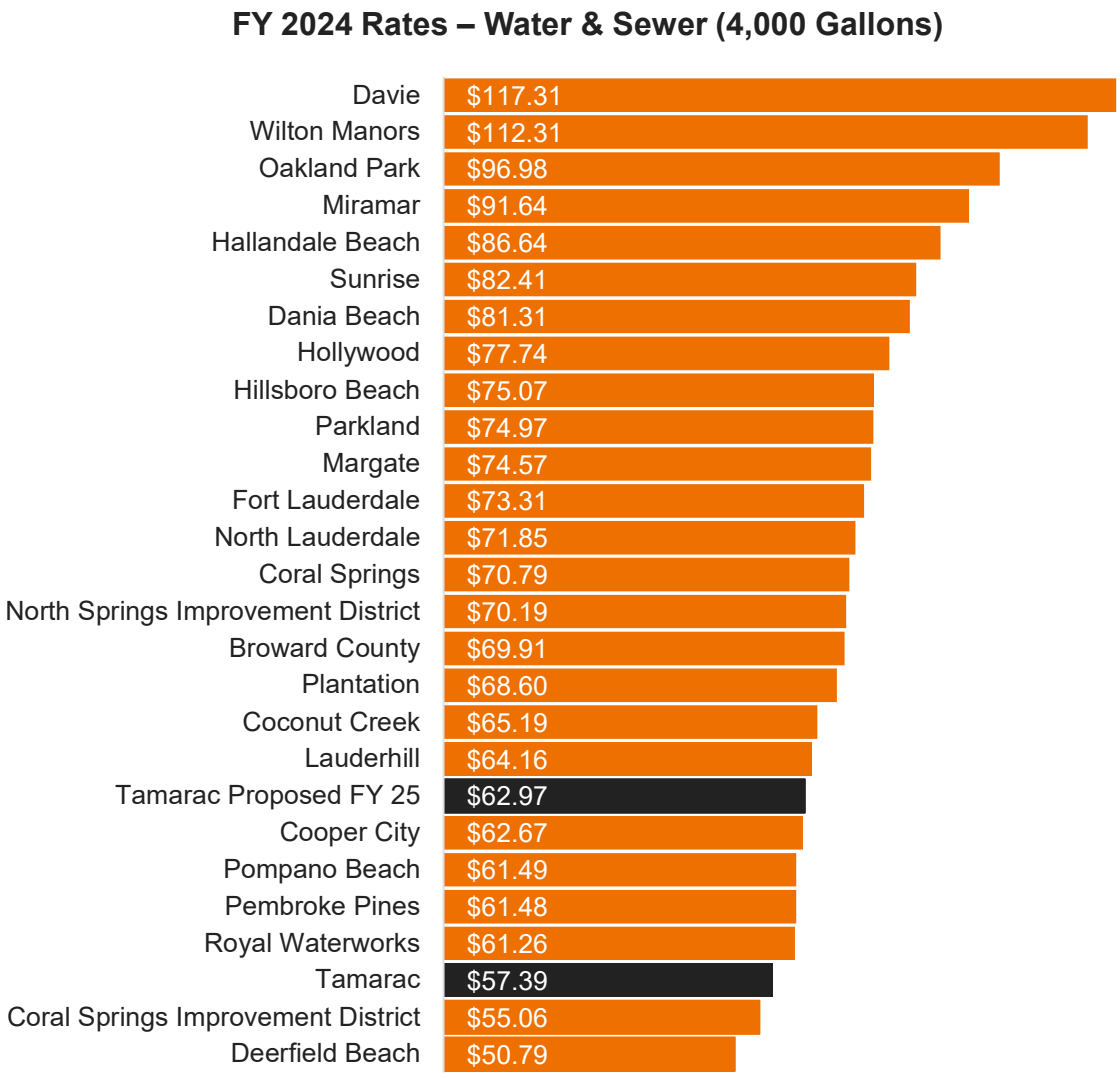
4.4 LOCAL BILL COMPARISON

Stantec also performed comparative surveys of residential water and sewer rates and resulting bills to provide perspective on how the existing and calculated water and sewer bills for Tamarac compare with neighboring communities. These comparisons demonstrate that the Utility's proposed rates and resulting bills for the typical residential customer are favorable to the monthly cost of other local agencies. Furthermore, they may remain comparable to other communities given the recommended rate indexing plan identified herein and already adopted or planned multi-year plans of rate adjustments from other

[21] Multi-family customers with low water demand per unit may observe bill reductions in part due to the application of the customer service billing charge per bill rather than per unit, while higher volume users may see increases as demand reaches tier two and higher thresholds.

agencies. The combined water and sewer bill for 4,000 gallons for FY 2024 and recommended rates for Tamarac in FY 2025 are provided in Figure 10.

Figure 10 – Single-Family Residential Water and Sewer Bill Comparison[22]



[22] Rates as of March 2024.

5. MISCELLANEOUS FEES

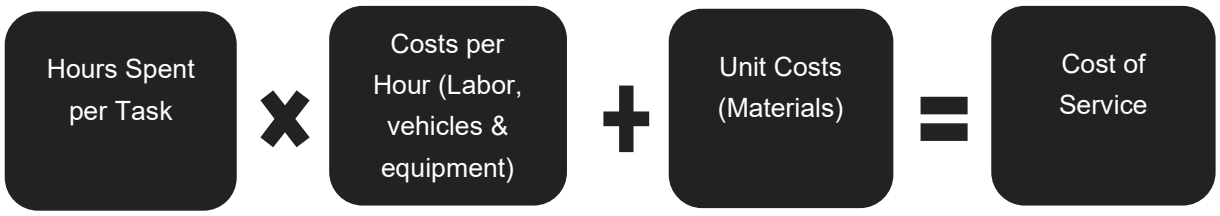
This section of the report presents the analysis of miscellaneous fees that was conducted as part of this Study.

5.1 DESCRIPTION

The Utility currently applies miscellaneous fees for the provision of specific services to individual customers. Meter installations, service turn-on/offs, and meter tests are examples of the types of services for which the Utility applies miscellaneous fees to recover the costs. The intent of miscellaneous fees is to ensure the recipient of the benefit of a specific service bears the costs associated with providing that service or to influence or promote positive customer behavior. Revenues from these fees and charges represent approximately 2.0% of overall annual revenue for the Utility, to the extent these charges are not recovering costs, the rest of the Utility's customers are subsidizing these activities caused by specific customers.

The cost of service for miscellaneous fees are calculated by determining the costs, including both the time and materials, necessary to provide the service. Identification of the type of personnel involved in providing each service (i.e., utility service worker, utility billing representative, engineering technician, and others), the materials (i.e., water meter and box, backflow device, and others) and vehicles and equipment used is the first step in developing appropriate fees. The personnel costs, including benefits are added to the costs of materials, vehicles, and equipment, including allowances for any overhead allocations such as purchasing and warehousing to determine the charge for each respective service. Figure 11 outlines this process.

Figure 11 - Miscellaneous Fee Calculation Process



To facilitate the calculations, Stantec employed a standardized cost template to provide a consistent and repeatable process for assigning the activities and associated costs required for each miscellaneous fee. City and Utility staff completed the templates through a detailed review of the processes and associated costs and populated the templates to reflect the types and amount of cost for each miscellaneous service provided.

5.2 PROPOSED MISCELLANEOUS FEES

The proposed miscellaneous fees considered the potential impacts to customers, Stantec's experience with other local utility systems, and the Utility's overall cost recovery objectives. Appendix D presents a comprehensive comparison of the current fees, cost of service, and proposed miscellaneous fees described herein. Stantec provided provide the final cost computation templates to the Utility for reference and future updates to reflect changes in costs and/or processes.

6. CONCLUSIONS AND RECOMMENDATIONS

Based upon the analyses presented in this report, Stantec has reached the following conclusions and recommendations:

- Based upon the assumptions and base data as outlined in Appendix A and summarized herein, the Utility's current water and sewer rates are not projected to generate sufficient revenues to satisfy the overall cost requirements including annual operating expenses, capital improvement requirements, debt service, and operating reserve targets through FY 2034.
- The capital financing plan includes funding of $235 million in capital projects through FY 2034 from a combination of impact fees, PAYGO (cash funding from reserves and annual revenues), and the issuance of approximately $117 million in new borrowing including $35 million in FY 2025. The timing and level of actual borrowing should be regularly evaluated based on the Utility's capital and system reinvestment needs.
- Stantec identified a plan of annual rate revenue adjustments effective October 1 of each fiscal year to meet the Utility's projected financial requirements including the capital financing plan described herein. Specifically, that plan includes annual rate revenue adjustment of approximately 15.0% for water and 5.0% for sewer for the FY 2025 through FY 2029. Thereafter, annual rate indexing of 5.0% is assumed for both water and sewer services through FY 2034.
- The cost-of-service analysis found that the sewer system revenues were partially funding the water system's costs which informed a cost allocation adjustment between water and sewer rates for the proposed FY 2025 rates and the higher water rate indexing plan beginning in FY 2026 relative to the sewer rate adjustment.
- The Utility's monthly service availability and volumetric rate structure is consistent with overall industry practices. No structural modifications are recommended to the water fixed charges or the sewer rate structure. However, Stantec recommends that the Utility adjust its pricing ratios for the tier three and tier four water volumetric rates for residential customers (tier one and tier two for irrigation customer) and establish a uniform rate for the non-residential water volumetric rates.
- The Utility should also apply the customer service/billing charge based on the account rather than per unit for multi-family customers.
- Stantec recommends that the Utility implement the proposed FY 2025 rates including the modifications identified herein and adopt and annual rate indexing plan of 15.0% for water and 5.0% for sewer to be effective October 1 of each fiscal year for FY 2026 through FY 2029.
- The resulting rates and typical residential customer bills may remain favorable to those of neighboring utility systems as other communities have planned or adopted multi-year or annual rate plans.

- Stantec recommends that the Utility update the revenue sufficiency analysis portion of the Study annually to evaluate the adequacy of its revenues and water and sewer rate adjustment plan. Doing so will allow for the incorporation of updated costs for the CIP and associated financing plan, updated revenue and expense information, changes in economic conditions, changes in the number of customer accounts and usage levels, regulatory requirements, and other factors that can materially affect the financial management plan. This will also ensure that the Utility will be able to meet its financial and operating requirements in the future and minimize rate impacts to customers from future events occurring differently than currently projected.
- Stantec reviewed the Utility's updated miscellaneous fees related to Utility services and recommends that the Utility adopt the fees as summarized herein to be effective October 1, 2024. Additionally, the Utility should evaluate these periodically thereafter to ensure that they are commensurate with the costs and overall objectives. Miscellaneous fees aligned with the Utility's costs provide additional revenue can mitigate a portion of the need for additional monthly user rates.

Disclaimer

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In preparing this report, Stantec utilized information and data obtained from Tamarac, FL or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis, and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by Tamarac, FL should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: REVENUE SUFFICIENCY ANALYSIS

Schedule 1 Assumptions

Schedule 2 FY 2024 Beginning Fund Balances

Schedule 3 Projection of Cash Inflows

Schedule 4 Projection of Cash Outflows

Schedule 5 Cost Escalation Factors

Schedule 6 Capital Improvement Program

Schedule 7 Financial Management Plan Summary

Schedule 8 Forecast of Net Revenues and Debt Service Coverage (Pro Forma)

Schedule 9 Capital Project Funding Summary

Schedule 10 Sources and Uses by Fund

Schedule 11 Senior Lien Borrowing Projections

Assumptions

Schedule 1

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Rate Increase Adoption Date	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030	10/1/2031	10/1/2032	10/1/2033
Annual Growth											
Water											
Ending # of ERCs	28,944	28,954	28,964	29,114	29,264	29,414	29,564	29,574	29,584	29,594	29,604
ERC Growth	10	10	10	150	150	150	150	10	10	10	10
% Change in ERCs	*0.03%*	*0.03%*	*0.03%*	*0.52%*	*0.52%*	*0.51%*	*0.51%*	*0.03%*	*0.03%*	*0.03%*	*0.03%*
Usage per ERC	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49
% Change in Usage per ERC	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Usage (Kgal)	1,907,440	1,908,099	1,908,758	1,918,643	1,928,528	1,938,414	1,948,299	1,948,958	1,949,617	1,950,276	1,950,935
% Change in Usage	*0.03%*	*0.03%*	*0.03%*	*0.52%*	*0.52%*	*0.51%*	*0.51%*	*0.03%*	*0.03%*	*0.03%*	*0.03%*
Sewer											
Ending # of ERCs	28,923	28,933	28,943	29,093	29,243	29,393	29,543	29,553	29,563	29,573	29,583
ERC Growth	10	10	10	150	150	150	150	10	10	10	10
% Change in ERCs	*0.03%*	*0.03%*	*0.03%*	*0.52%*	*0.52%*	*0.51%*	*0.51%*	*0.03%*	*0.03%*	*0.03%*	*0.03%*
Billed Volume per ERC	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49	5.49
% Change in Billed Volume Per ERC	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Billed Volume (Kgal)	1,903,777	1,904,435	1,905,094	1,914,967	1,924,840	1,934,714	1,944,587	1,945,246	1,945,904	1,946,562	1,947,220
% Change in Billed Volume	*0.03%*	*0.03%*	*0.03%*	*0.52%*	*0.52%*	*0.51%*	*0.51%*	*0.03%*	*0.03%*	*0.03%*	*0.03%*
Impact Fees											
Water Impact Fees	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700
Sewer Impact Fees	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200
Average Annual Interest Earnings Rate											
On Fund Balances	2.50%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Operating Reserve Balances											
Target (Months of O&M Expenses)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Minimum Policy (Months of O&M Expenses)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Operating Budget Execution											
Personnel Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Variable Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Other Operations and Maintenance	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
Minor Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Other Below the Line Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

FY 2024 Beginning Balances as of 10/1/2023

Schedule 2

	Revenue Fund	Water Impact Fees	Sewer Impact Fees	Utilities Construction Fund [2]	Renewal & Replacement
Current Unrestricted Assets					
Cash and Investments	$ 2,607,584	$ 1,950,175	$ 2,523,756	$ (2,641,885)	$ 61,131,722
Due from Other Governments	25,925	-	-	-	-
Accounts Receivable - Net	5,054,785	38	49	-	-
Inventories	434,282	-	-	-	-
Prepaid Expenses	500	-	-	-	-
Total Assets	**$ 8,123,076**	**$ 1,950,213**	**$ 2,523,805**	**$ (2,641,885)**	**$ 61,131,722**
Current Liabilities					
Accounts Payable	$ (1,389,213)	$ -	$ -	$ -	$ (470,726)
Due to Local Governments	(711)	-	-	-	-
Accrued Expenses	(140,738)	-	-	-	-
Customer Deposits	(1,242,764)	-	-	-	-
Bonds Payable	(475,000)	-	-	-	-
Compensated Absences	(57,897)	-	-	-	-
Calculated Fund Balance (Assets - Liabilities)	**$ 4,816,754**	**$ 1,950,213**	**$ 2,523,805**	**$ (2,641,885)**	**$ 60,660,996**
Plus/(Less): Inventories	(434,282)	-	-	-	-
Plus/(Less): Prepaid Expenses	(500)	-	-	-	-
Net Unrestricted Fund Balance	**$ 4,381,972**	**$ 1,950,213**	**$ 2,523,805**	**$ (2,641,885)**	**$ 60,660,996**
Funds Encumbered or Reserved for Projects not in the CIP	$ -	$ -	$ -	$ 2,641,885	$ (2,641,885)
Available Fund Balance	**$ 4,381,972**	**$ 1,950,213**	**$ 2,523,805**	**$ -**	**$ 58,019,111**

Fund Summary	
Revenue Fund	$ 4,381,972
Water Impact Fees	1,950,213
Sewer Impact Fees	2,523,805
Utilities Construction Fund	-
Renewal & Replacement	58,019,111
Total Available Funds	**$ 66,875,101**

1) Water and Sewer ERCs and current impact fees are used to proportionally allocate impact fee fund balances between Water and Sewer.

2) Balance offset by funding from the R&R Fund per discussions with City staff.

Projection of Cash Inflows

Schedule 3

		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	Rate Revenue Growth Assumptions											
	Water											
1	% Change in Base Revenue	0.03%	0.03%	0.03%	0.52%	0.52%	0.51%	0.51%	0.03%	0.03%	0.03%	0.03%
2	% Change in Usage Revenue	0.03%	0.03%	0.03%	0.52%	0.52%	0.51%	0.51%	0.03%	0.03%	0.03%	0.03%
	Sewer											
3	% Change in Base Revenue	0.03%	0.03%	0.03%	0.52%	0.52%	0.51%	0.51%	0.03%	0.03%	0.03%	0.03%
4	% Change in Usage Revenue	0.03%	0.03%	0.03%	0.52%	0.52%	0.51%	0.51%	0.03%	0.03%	0.03%	0.03%
	Assumed Rate Revenue Increases [1]											
5	Assumed Water Rate Increase	0.00%	15.00%	15.00%	15.00%	15.00%	15.00%	5.00%	5.00%	5.00%	5.00%	5.00%
6	Assumed Sewer Rate Increase	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
	Water Rate Revenue											
7	Base Rate Revenue	$ 4,875,036	$ 5,608,228	$ 6,451,690	$ 7,457,868	$ 8,620,736	$ 9,964,663	$10,516,254	$11,045,802	$11,602,013	$12,186,232	$12,799,867
8	Usage Rate Revenue	5,094,363	5,860,541	6,741,950	7,793,396	9,008,581	10,412,971	10,989,378	11,542,750	12,123,985	12,734,488	13,375,731
9	**Total Water Rate Revenue** [1]	**$ 9,969,398**	**$11,468,769**	**$13,193,640**	**$15,251,264**	**$17,629,318**	**$20,377,635**	**$21,505,632**	**$22,588,551**	**$23,725,999**	**$24,920,720**	**$26,175,598**
	Sewer Rate Revenue											
10	Base Rate Revenue	$ 7,584,051	$ 7,966,007	$ 8,367,198	$ 8,831,091	$ 9,320,455	$ 9,836,677	$10,381,221	$10,903,971	$11,453,044	$12,029,764	$12,635,524
11	Usage Rate Revenue	8,725,736	9,165,191	9,626,776	10,160,502	10,723,534	11,317,467	11,943,985	12,545,429	13,177,158	13,840,696	14,537,646
12	**Total Sewer Rate Revenue** [1]	**$16,309,787**	**$17,131,198**	**$17,993,975**	**$18,991,593**	**$20,043,988**	**$21,154,144**	**$22,325,206**	**$23,449,401**	**$24,630,202**	**$25,870,461**	**$27,173,169**
	Other Operating Revenue											
13	GUARANTEED WATER	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000
14	BACKFLOW RECERTIFICATION	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
15	FIRE LINE CHARGES	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000
16	GUARANTEED WASTEWATER	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
17	GREASE TRAP/DUMPSTER CHG	7,350	7,350	7,350	7,350	7,350	7,350	7,350	7,350	7,350	7,350	7,350
18	LATE CHARGES	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
19	MISC SERVICE CHARGES	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000
20	SALE OF SURPLUS MATERIALS	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
21	**Total Other Operating Revenue**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**	**$ 800,350**
	Interest Income											
22	**Total Interest Income**	**$ 1,532,218**	**$ 1,276,915**	**$ 1,074,429**	**$ 655,223**	**$ 387,420**	**$ 268,452**	**$ 279,712**	**$ 291,491**	**$ 308,581**	**$ 321,217**	**$ 329,665**
23	**Total Cash Inflows**	**$ 28,611,754**	**$ 30,677,232**	**$ 33,062,394**	**$ 35,698,430**	**$ 38,861,077**	**$ 42,600,581**	**$ 44,910,900**	**$ 47,129,793**	**$ 49,465,132**	**$ 51,912,748**	**$ 54,478,783**

1) Prior to rate structure modifications proposed as part of the overall Rate Study. Rate revenue projections reflect overall combined revenue needs whereas specific rates for water and sewer have been proposed for implementation in FY 2025 based on these projections in total.

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		Administration											
1	425-6001-536.12-01	REGULAR SALARIES & WAGES	$ 402,450	$ 285,710	$ 297,138	$ 311,995	$ 327,595	$ 343,974	$ 361,173	$ 379,232	$ 398,193	$ 418,103	$ 439,008
2	425-6001-536.14-01	OVERTIME-PREMIUM	559	559	559	587	616	647	679	713	749	787	826
3	425-6001-536.14-03	OVERTIME-STRAIGHT	235	235	235	247	259	272	286	300	315	331	347
4	425-6001-536.15-01	LONGEVITY	2,200	2,200	2,200	2,310	2,426	2,547	2,674	2,808	2,948	3,096	3,250
5	425-6001-536.21-00	FICA TAXES	24,532	21,857	22,731	23,868	25,061	26,314	27,630	29,011	30,462	31,985	33,584
6	425-6001-536.22-01	PENSION - GENERAL	25,712	27,672	29,781	31,270	32,834	34,475	36,199	38,009	39,909	41,905	44,000
7	425-6001-536.22-05	NON REP EMPLOYEES	106,060	116,437	127,829	134,220	140,931	147,978	155,377	163,146	171,303	179,868	188,862
8	425-6001-536.23-01	LIFE INSURANCE	369	369	369	384	399	415	432	449	467	486	505
9	425-6001-536.23-02	HEALTH INSURANCE	51,461	51,461	51,461	55,578	60,024	64,826	70,012	75,613	81,662	88,195	95,251
10	425-6001-536.24-00	WORKERS' COMPENSATION	3,211	3,423	3,649	3,831	4,023	4,224	4,435	4,657	4,890	5,135	5,391
11	425-6001-536.26-00	BENEFIT OPTION	8,142	8,142	8,142	8,549	8,977	9,425	9,897	10,391	10,911	11,457	12,029
12	425-6001-536.27-01	DISABILITY - LONG TERM	147	155	163	170	176	183	191	198	206	214	223
13	425-6001-536.28-00	DENTAL INSURANCE	740	740	740	799	863	932	1,007	1,087	1,174	1,268	1,370
14	425-6001-536.29-01	AUTOMOBILE ALLOWANCE	3,888	3,888	3,888	4,005	4,125	4,249	4,376	4,507	4,642	4,782	4,925
15	425-6001-536.29-02	CELL PHONE ALLOWANCE	1,519	1,519	1,519	1,565	1,612	1,660	1,710	1,761	1,814	1,868	1,924
16	425-6001-536.31-00	PROFESSIONAL SERVICES	1,355	1,355	1,355	1,396	1,438	1,481	1,525	1,571	1,618	1,666	1,716
17	425-6001-536.34-00	CONTRACTUAL SVCS	5,000	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334
18	425-6001-536.40-01	TRAVEL, MEALS, LODGING	4,170	4,170	4,170	4,295	4,424	4,557	4,693	4,834	4,979	5,129	5,282
19	425-6001-536.41-01	TELEPHONE SERVICE	1,110	1,100	1,110	1,143	1,178	1,213	1,249	1,287	1,325	1,365	1,406
20	425-6001-536.43-01	ELECTRIC SERVICE	37,680	37,680	37,680	39,564	41,542	43,619	45,800	48,090	50,495	53,020	55,671
21	425-6001-536.44-01	RENTALS & LEASES - COPIER	2,700	2,700	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800
22	425-6001-536.46-01	R & M - OFFICE EQUIPMENT	200	200	200	208	216	225	234	243	253	263	274
23	425-6001-536.46-04	R & M - FACILITIES	5,000	5,000	5,000	5,200	5,408	5,624	5,849	6,083	6,327	6,580	6,843
24	425-6001-536.49-40	PAYMENT IN LIEU OF TAXES	1,839,189	1,852,799	1,866,510	1,922,505	1,980,180	2,039,586	2,100,773	2,163,797	2,228,711	2,295,572	2,364,439
25	425-6001-536.49-42	COMMON AREA MAINT CHGS	16,800	16,800	16,800	17,304	17,823	18,358	18,909	19,476	20,060	20,662	21,282
26	425-6001-536.51-00	OFFICE SUPPLIES	3,550	3,730	3,920	4,038	4,159	4,283	4,412	4,544	4,681	4,821	4,966
27	425-6001-536.52-08	SUPPLIES - SOFTWARE	100,000	100,000	100,000	103,000	106,090	109,273	112,551	115,927	119,405	122,987	126,677
28	425-6001-536.52-24	PROTECTIVE CLOTHING	150	150	150	155	159	164	169	174	179	184	190
29	425-6001-536.54-02	DUES & MEMBERSHIPS	6,010	6,010	6,010	6,190	6,376	6,567	6,764	6,967	7,176	7,392	7,613
30	425-6001-536.55-20	TRAINING & SEMINARS	6,600	1,600	1,600	1,648	1,697	1,748	1,801	1,855	1,910	1,968	2,027
31	425-6001-536.58-03	INTERFUND SERVICE CHARGES	3,045,429	3,075,883	3,106,642	3,199,841	3,295,836	3,394,712	3,496,553	3,601,450	3,709,493	3,820,778	3,935,401
32	425-6001-536.58-04	INSURANCE SERVICE CHGS	536,678	544,728	552,899	575,015	598,016	621,936	646,814	672,686	699,594	727,577	756,680
33	425-6001-536.99-21	ENCUMBRANCES	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
34		**Administration Subtotal**	6,342,846	6,283,272	6,362,450	6,569,119	6,782,950	7,004,210	7,233,178	7,470,142	7,715,405	7,969,281	8,232,098
		Engineering											
35	425-6002-536.12-01	REGULAR SALARIES & WAGES	656,177	684,170	713,357	749,025	786,476	825,800	867,090	910,444	955,967	1,003,765	1,053,953
36	425-6002-536.13-02	TEMPORARY	17,446	17,970	18,510	19,436	20,407	21,428	22,499	23,624	24,805	26,045	27,348
37	425-6002-536.14-01	PREMIUM	5,079	5,079	5,079	5,333	5,600	5,880	6,174	6,482	6,806	7,147	7,504
38	425-6002-536.14-03	OVERTIME-STRAIGHT	1,691	1,691	1,691	1,776	1,864	1,958	2,055	2,158	2,266	2,379	2,498
39	425-6002-536.15-01	LONGEVITY	4,718	5,060	5,427	5,698	5,983	6,282	6,597	6,926	7,273	7,636	8,018
40	425-6002-536.21-00	FICA TAXES	49,669	51,230	52,467	55,090	57,845	60,737	63,774	66,963	70,311	73,826	77,518
41	425-6002-536.22-01	PENSION - GENERAL	59,725	64,362	69,359	72,827	76,468	80,292	84,306	88,522	92,948	97,595	102,475
42	425-6002-536.22-05	NON REP EMPLOYEES	112,789	121,550	129,780	136,269	143,082	150,237	157,748	165,636	173,918	182,613	191,744
43	425-6002-536.23-01	LIFE INSURANCE	809	809	809	841	875	910	946	984	1,024	1,065	1,107
44	425-6002-536.23-02	HEALTH INSURANCE	109,231	111,043	112,270	121,252	130,952	141,428	152,742	164,961	178,158	192,411	207,804
45	425-6002-536.24-00	WORKERS' COMPENSATION	9,130	9,469	9,712	10,198	10,707	11,243	11,805	12,395	13,015	13,666	14,349
46	425-6002-536.26-00	BENEFIT OPTION	13,776	13,973	14,126	14,832	15,574	16,353	17,170	18,029	18,930	19,877	20,871
47	425-6002-536.27-01	DISABILITY - LONG TERM	238	244	248	258	268	279	290	302	314	326	339
48	425-6002-536.28-00	DENTAL INSURANCE	1,728	1,728	1,728	1,866	2,016	2,177	2,351	2,539	2,742	2,961	3,198
49	425-6002-536.29-02	CELL PHONE ALLOWANCE	4,946	4,950	4,952	5,101	5,254	5,411	5,574	5,741	5,913	6,090	6,273
50	425-6002-536.31-03	ENGINEERING SERVICES	5,000	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334
51	425-6002-536.40-01	TRAVEL, MEALS, LODGING	8,200	2,200	2,200	2,266	2,334	2,404	2,476	2,550	2,627	2,706	2,787
52	425-6002-536.41-01	TELEPHONE SERVICE	1,240	1,240	1,240	1,277	1,316	1,355	1,396	1,437	1,481	1,525	1,571

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
53	425-6002-536.42-15	POSTAGE	200	200	200	206	212	219	225	232	239	246	253
54	425-6002-536.46-01	R & M - OFFICE EQUIPMENT	100	100	100	104	108	112	117	122	127	132	137
55	425-6002-536.46-02	R & M - SERVICE CONTRACTS	39,060	41,010	43,060	44,782	46,574	48,437	50,374	52,389	54,485	56,664	58,931
56	425-6002-536.46-12	R & M - SPECIAL EQUIPMENT	500	500	500	520	541	562	585	608	633	658	684
57	425-6002-536.52-02	GASOLINE/DIESEL	2,750	2,750	2,750	2,888	3,032	3,183	3,343	3,510	3,685	3,870	4,063
58	425-6002-536.52-08	SUPPLIES - SOFTWARE	650	700	33,520	34,526	35,561	36,628	37,727	38,859	40,025	41,225	42,462
59	425-6002-536.52-14	DRAFTING	2,000	2,000	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867
60	425-6002-536.52-18	MINOR TOOLS	280	280	280	288	297	306	315	325	334	344	355
61	425-6002-536.52-20	SUPPLIES -OTHER	1,500	1,500	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900
62	425-6002-536.52-24	PROTECTIVE CLOTHING	1,000	1,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267
63	425-6002-536.52-25	UNIFORMS	1,700	1,700	1,700	1,751	1,804	1,858	1,913	1,971	2,030	2,091	2,154
64	425-6002-536.54-01	BOOKS/PUBS/SUBSCRIPTIONS	200	200	200	206	212	219	225	232	239	246	253
65	425-6002-536.54-02	DUES & MEMBERSHIPS	3,360	3,360	3,360	3,461	3,565	3,672	3,782	3,895	4,012	4,132	4,256
66	425-6002-536.55-20	TRAINING & SEMINARS	10,600	1,600	1,600	1,648	1,697	1,748	1,801	1,855	1,910	1,968	2,027
67	425-6002-536.63-13	ENGINEERING SERVICES	15,000	15,000	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002
68	425-6002-536.64-05	MOTOR VEHICLES	112,000	-	-	-	-	-	-	-	-	-	-
69		**Engineering Subtotal**	1,252,492	1,173,668	1,259,725	1,324,109	1,391,921	1,463,351	1,538,603	1,617,890	1,701,439	1,789,492	1,882,302
		Water Treatment											
70	425-6020-533.12-01	REGULAR SALARIES & WAGES	834,273	1,220,951	1,281,998	1,346,098	1,413,403	1,484,073	1,558,277	1,636,190	1,718,000	1,803,900	1,894,095
71	425-6020-533.14-01	PREMIUM	43,176	43,176	43,176	45,335	47,602	49,982	52,481	55,105	57,860	60,753	63,791
72	425-6020-533.14-03	OVERTIME-STRAIGHT	34,000	34,000	34,000	35,700	37,485	39,359	41,327	43,394	45,563	47,841	50,233
73	425-6020-533.15-01	LONGEVITY	14,224	14,224	14,224	14,935	15,682	16,466	17,289	18,154	19,062	20,015	21,015
74	425-6020-533.21-00	FICA TAXES	68,544	93,403	98,073	102,977	108,125	113,532	119,208	125,169	131,427	137,999	144,898
75	425-6020-533.22-01	PENSION - GENERAL	202,020	217,434	234,024	245,725	258,011	270,912	284,458	298,681	313,615	329,295	345,760
76	425-6020-533.22-05	NON REP EMPLOYEES	31,453	34,024	36,805	38,645	40,578	42,606	44,737	46,974	49,322	51,788	54,378
77	425-6020-533.23-01	LIFE INSURANCE	842	842	842	909	982	1,061	1,146	1,237	1,336	1,443	1,558
78	425-6020-533.23-02	HEALTH INSURANCE	159,327	159,327	159,327	172,073	185,839	200,706	216,763	234,104	252,832	273,058	294,903
79	425-6020-533.24-00	WORKERS' COMPENSATION	18,673	19,246	19,837	20,829	21,870	22,964	24,112	25,318	26,583	27,913	29,308
80	425-6020-533.26-00	BENEFIT OPTION	20,350	20,350	20,350	21,368	22,436	23,558	24,736	25,972	27,271	28,634	30,066
81	425-6020-533.27-01	DISABILITY - LONG TERM	43	44	45	47	50	52	55	57	60	63	66
82	425-6020-533.28-00	DENTAL INSURANCE	777	777	777	839	906	979	1,057	1,142	1,233	1,332	1,438
83	425-6020-533.29-02	CELL PHONE ALLOWANCE	1,620	1,620	1,620	1,701	1,786	1,875	1,969	2,068	2,171	2,280	2,393
84	425-6020-533.34-00	OTHER CONTRACTUAL SVCS	42,200	42,200	42,200	43,466	44,770	46,113	47,496	48,921	50,389	51,901	53,458
85	425-6020-533.34-20	WATER PURCHASED RESALE	461,460	475,300	489,560	489,560	489,560	489,560	489,560	489,560	489,560	489,560	489,560
86	425-6020-533.34-30	SECURITY SERVICES	78,000	78,000	78,000	80,340	82,750	85,233	87,790	90,423	93,136	95,930	98,808
87	425-6020-533.40-01	TRAVEL, MEALS, LODGING	6,200	2,600	2,600	2,678	2,758	2,841	2,926	3,014	3,105	3,198	3,294
88	425-6020-533.41-01	TELEPHONE SERVICE	2,100	2,100	2,100	2,163	2,228	2,295	2,364	2,434	2,508	2,583	2,660
89	425-6020-533.41-02	WIRELESS PHONES & PAGERS	1,900	1,900	1,900	1,957	2,016	2,076	2,138	2,203	2,269	2,337	2,407
90	425-6020-533.42-15	POSTAGE	7,300	7,300	7,300	7,519	7,745	7,977	8,216	8,463	8,717	8,978	9,247
91	425-6020-533.43-01	ELECTRIC SERVICE	400,000	400,000	400,000	420,000	441,000	463,050	486,203	510,513	536,038	562,840	590,982
92	425-6020-533.43-11	SLUDGE REMOVAL	230,760	230,760	230,760	242,298	254,413	267,134	280,490	294,515	309,240	324,702	340,938
93	425-6020-533.44-01	RENTALS & LEASES - COPIER	900	900	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267
94	425-6020-533.46-02	R & M - SERVICE CONTRACTS	37,870	39,010	40,180	41,787	43,459	45,197	47,005	48,885	50,841	52,874	54,989
95	425-6020-533.46-04	R & M - FACILITIES	15,200	15,660	16,130	16,775	17,446	18,144	18,870	19,625	20,410	21,226	22,075
96	425-6020-533.46-10	R & M - OTHER	87,420	87,420	87,420	90,917	94,553	98,336	102,269	106,360	110,614	115,039	119,640
97	425-6020-533.46-13	R & M - TELEMETRY EQPMT.	20,300	20,300	20,300	21,112	21,956	22,835	23,748	24,698	25,686	26,713	27,782
98	425-6020-533.46-14	R & M - MACHINERY	12,280	12,650	13,030	13,551	14,093	14,657	15,243	15,853	16,487	17,147	17,832
99	425-6020-533.46-23	LAWN MAINT/DEBRIS REMOVAL	10,210	10,210	10,210	10,618	11,043	11,485	11,944	12,422	12,919	13,436	13,973
100	425-6020-533.47-01	PRINTING & BINDING	7,000	7,000	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867
101	425-6020-533.49-04	LICENSES & PERMITS	10,000	10,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668
102	425-6020-533.49-06	WATER TESTING	30,180	30,180	30,180	31,689	33,273	34,937	36,684	38,518	40,444	42,466	44,590
103	425-6020-533.51-00	OFFICE SUPPLIES	1,940	2,040	2,140	2,204	2,270	2,338	2,409	2,481	2,555	2,632	2,711
104	425-6020-533.52-02	GASOLINE/DIESEL	14,100	14,100	14,100	14,805	15,545	16,323	17,139	17,996	18,895	19,840	20,832
105	425-6020-533.52-07	SUPPLIES - CHEMICALS	1,046,410	1,098,710	1,153,610	1,211,291	1,271,855	1,335,448	1,402,220	1,472,331	1,545,948	1,623,245	1,704,407

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
106	425-6020-533.52-11	SUPPLIES - PAINT	2,000	2,000	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534
107	425-6020-533.52-15	EQUIPMENT LESS THAN $1000	16,290	3,040	3,040	3,131	3,225	3,322	3,422	3,524	3,630	3,739	3,851
108	425-6020-533.52-20	SUPPLIES -OTHER	13,980	13,980	13,980	14,399	14,831	15,276	15,735	16,207	16,693	17,194	17,709
109	425-6020-533.52-21	SUPPLIES - SAFETY	500	500	500	515	530	546	563	580	597	615	633
110	425-6020-533.52-22	SUPP-LANDSCAPING & IRRIG	1,500	1,500	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900
111	425-6020-533.52-23	SUPPLIES - LABORATORY	23,500	23,500	23,500	24,205	24,931	25,679	26,449	27,243	28,060	28,902	29,769
112	425-6020-533.52-24	PROTECTIVE CLOTHING	1,650	1,650	1,650	1,700	1,750	1,803	1,857	1,913	1,970	2,029	2,090
113	425-6020-533.52-25	UNIFORMS	4,420	4,420	4,420	4,553	4,689	4,830	4,975	5,124	5,278	5,436	5,599
114	425-6020-533.54-01	BOOKS/PUBS/SUBSCRIPTIONS	500	500	500	515	530	546	563	580	597	615	633
115	425-6020-533.54-02	DUES & MEMBERSHIPS	1,700	1,700	1,700	1,751	1,804	1,858	1,913	1,971	2,030	2,091	2,154
116	425-6020-533.55-20	TRAINING & SEMINARS	9,650	9,650	9,650	9,940	10,238	10,545	10,861	11,187	11,523	11,868	12,224
117	425-6020-533.64-01	EQPMT - $1000 OR GREATER	740,000	84,000	84,000	86,520	89,116	91,789	94,543	97,379	100,300	103,309	106,409
118	425-6020-533.64-05	MOTOR VEHICLES	515,100	-	-	-	-	-	-	-	-	-	-
119	425-6020-533.64-20	TELEMETRY EQUIPMENT	4,000	-	-	-	-	-	-	-	-	-	-
120		**Water Treatment Subtotal**	5,287,842	4,594,198	4,751,258	4,961,285	5,181,944	5,413,790	5,657,406	5,913,408	6,182,445	6,465,201	6,762,398
		Water Distribution											
121	425-6030-533.12-01	REGULAR SALARIES & WAGES	1,134,039	1,268,309	1,331,724	1,398,310	1,468,226	1,541,637	1,618,719	1,699,655	1,784,638	1,873,869	1,967,563
122	425-6030-533.14-01	PREMIUM	40,031	40,031	40,031	42,033	44,134	46,341	48,658	51,091	53,645	56,328	59,144
123	425-6030-533.14-03	OVERTIME-STRAIGHT	15,973	15,973	15,973	16,772	17,610	18,491	19,415	20,386	21,405	22,476	23,599
124	425-6030-533.15-01	LONGEVITY	18,828	19,764	20,747	21,784	22,874	24,017	25,218	26,479	27,803	29,193	30,653
125	425-6030-533.21-00	FICA TAXES	89,031	97,026	101,877	106,971	112,319	117,935	123,832	130,024	136,525	143,351	150,519
126	425-6030-533.22-01	PENSION - GENERAL	274,345	295,520	318,329	334,245	350,958	368,506	386,931	406,277	426,591	447,921	470,317
127	425-6030-533.22-05	NON REP EMPLOYEES	25,323	27,393	29,632	31,114	32,669	34,303	36,018	37,819	39,710	41,695	43,780
128	425-6030-533.23-01	LIFE INSURANCE	1,373	1,373	1,373	1,428	1,485	1,544	1,606	1,670	1,737	1,807	1,879
129	425-6030-533.23-02	HEALTH INSURANCE	232,466	232,466	232,466	251,063	271,148	292,840	316,267	341,569	368,894	398,406	430,278
130	425-6030-533.24-00	WORKERS' COMPENSATION	25,317	26,090	26,887	28,231	29,643	31,125	32,681	34,315	36,031	37,833	39,724
131	425-6030-533.26-00	BENEFIT OPTION	29,600	29,600	29,600	31,080	32,634	34,266	35,979	37,778	39,667	41,650	43,733
132	425-6030-533.27-01	DISABILITY - LONG TERM	35	36	37	39	41	43	45	47	50	52	55
133	425-6030-533.28-00	DENTAL INSURANCE	416	416	416	449	485	524	566	611	660	713	770
134	425-6030-533.29-02	CELL PHONE ALLOWANCE	4,140	4,140	4,140	4,264	4,392	4,524	4,660	4,799	4,943	5,092	5,244
136	425-6030-533.34-00	OTHER CONTRACTUAL SVCS	198,270	212,710	223,350	230,051	236,952	244,061	251,382	258,924	266,692	274,692	282,933
137	425-6030-533.34-90	IRRIGATION	100,000	103,000	106,090	111,395	116,964	122,812	128,953	135,401	142,171	149,279	156,743
138	425-6030-533.40-01	TRAVEL, MEALS, LODGING	2,000	2,000	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534
139	425-6030-533.41-01	TELEPHONE SERVICE	620	620	620	639	658	677	698	719	740	763	785
140	425-6030-533.41-02	WIRELESS PHONES & PAGERS	7,810	7,810	7,810	8,044	8,286	8,534	8,790	9,054	9,326	9,605	9,893
141	425-6030-533.43-90	IRRIGATION-ELECTRICITY	44,190	45,990	47,790	49,224	50,700	52,221	53,788	55,402	57,064	58,776	60,539
142	425-6030-533.46-02	R & M - SERVICE CONTRACTS	50,567	53,067	55,767	57,998	60,318	62,730	65,240	67,849	70,563	73,386	76,321
143	425-6030-533.46-04	R & M - FACILITIES	25,000	25,000	55,000	57,200	59,488	61,868	64,342	66,916	69,593	72,376	75,271
144	425-6030-533.46-06	R & M - GRAVITY SEWER SYS	3,100	3,100	3,100	3,224	3,353	3,487	3,627	3,772	3,922	4,079	4,243
145	425-6030-533.46-07	R & M - WATER MAINS	30,000	30,000	35,000	36,400	37,856	39,370	40,945	42,583	44,286	46,058	47,900
146	425-6030-533.46-08	R & M - WATER SERV LINES	58,400	60,200	62,000	64,480	67,059	69,742	72,531	75,432	78,450	81,588	84,851
147	425-6030-533.46-10	R & M - OTHER	871	871	871	906	942	980	1,019	1,060	1,102	1,146	1,192
148	425-6030-533.46-14	R & M - MACHINERY	18,000	18,500	19,100	19,864	20,659	21,485	22,344	23,238	24,168	25,134	26,140
149	425-6030-533.46-20	METERS AND METER BOXES	84,300	89,400	94,800	97,644	100,573	103,591	106,698	109,899	113,196	116,592	120,090
150	425-6030-533.46-21	HYDRANTS AND VALVES	55,000	55,000	55,000	56,650	58,350	60,100	61,903	63,760	65,673	67,643	69,672
151	425-6030-533.46-90	IRRIGATION	82,500	82,500	82,500	86,625	90,956	95,504	100,279	105,293	110,558	116,086	121,890
152	425-6030-533.47-01	PRINTING & BINDING	4,500	4,500	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700
153	425-6030-533.49-04	LICENSES & PERMITS	4,000	4,000	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067
154	425-6030-533.49-14	DEBRIS REMOVAL	7,000	7,000	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867
155	425-6030-533.49-32	REBATE PROGRAMS	90,000	90,000	90,000	92,700	95,481	98,345	101,296	104,335	107,465	110,689	114,009
156	425-6030-533.52-02	GASOLINE/DIESEL	52,500	52,500	52,500	55,125	57,881	60,775	63,814	67,005	70,355	73,873	77,566
157	425-6030-533.52-10	SUPPLIES - MATERIALS	62,900	62,900	62,900	64,787	66,731	68,733	70,795	72,918	75,106	77,359	79,680
158	425-6030-533.52-15	EQUIPMENT LESS THAN $1000	21,200	20,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335
159	425-6030-533.52-20	SUPPLIES -OTHER	20,000	20,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
160	425-6030-533.52-24	PROTECTIVE CLOTHING	3,250	3,250	3,250	3,348	3,448	3,551	3,658	3,768	3,881	3,997	4,117
161	425-6030-533.52-25	UNIFORMS	10,000	10,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668
162	425-6030-533.52-30	BACKFLOWS	20,000	20,000	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669
163	425-6030-533.54-01	BOOKS/PUBS/SUBSCRIPTIONS	500	500	500	515	530	546	563	580	597	615	633
164	425-6030-533.54-02	DUES & MEMBERSHIPS	750	750	750	773	796	820	844	869	896	922	950
165	425-6030-533.55-20	TRAINING & SEMINARS	7,750	7,750	7,750	7,983	8,222	8,469	8,723	8,984	9,254	9,532	9,817
166	425-6030-533.64-01	EQPMT - $1000 OR GREATER	178,600	103,200	152,000	156,560	161,257	166,095	171,077	176,210	181,496	186,941	192,549
167		**Water Distribution Subtotal**	3,134,495	3,254,255	3,464,180	3,625,190	3,794,211	3,971,669	4,158,014	4,353,724	4,559,301	4,775,279	5,002,221
		Wastewater Collection											
168	425-6040-535.12-01	REGULAR SALARIES & WAGES	1,005,544	1,106,366	1,161,684	1,219,768	1,280,757	1,344,794	1,412,034	1,482,636	1,556,768	1,634,606	1,716,336
169	425-6040-535.14-01	PREMIUM	26,288	26,288	26,288	27,602	28,983	30,432	31,953	33,551	35,228	36,990	38,839
170	425-6040-535.14-03	OVERTIME-STRAIGHT	11,053	11,053	11,053	11,606	12,186	12,795	13,435	14,107	14,812	15,553	16,330
171	425-6040-535.15-01	LONGEVITY	21,570	22,494	23,458	24,631	25,862	27,156	28,513	29,939	31,436	33,008	34,658
172	425-6040-535.21-00	FICA TAXES	79,745	84,637	88,869	93,312	97,978	102,877	108,021	113,422	119,093	125,048	131,300
173	425-6040-535.22-01	PENSION - GENERAL	212,539	228,960	246,650	258,983	271,932	285,528	299,805	314,795	330,535	347,061	364,414
174	425-6040-535.22-05	NON REP EMPLOYEES	33,579	36,325	39,296	41,261	43,324	45,490	47,765	50,153	52,660	55,293	58,058
175	425-6040-535.23-01	LIFE INSURANCE	1,123	1,123	1,123	1,168	1,215	1,263	1,314	1,366	1,421	1,478	1,537
176	425-6040-535.23-02	HEALTH INSURANCE	178,212	178,212	178,212	192,469	207,866	224,496	242,455	261,852	282,800	305,424	329,858
177	425-6040-535.24-00	WORKERS' COMPENSATION	21,166	21,826	22,507	23,632	24,814	26,055	27,357	28,725	30,162	31,670	33,253
178	425-6040-535.26-00	BENEFIT OPTION	25,900	25,900	25,900	27,195	28,555	29,982	31,482	33,056	34,708	36,444	38,266
179	425-6040-535.27-01	DISABILITY - LONG TERM	47	49	51	53	55	57	60	62	65	67	70
180	425-6040-535.28-00	DENTAL INSURANCE	493	493	493	532	575	621	671	724	782	845	913
181	425-6040-535.29-02	CELL PHONE ALLOWANCE	3,540	3,540	3,540	3,646	3,756	3,868	3,984	4,104	4,227	4,354	4,484
182	425-6040-535.31-03	ENGINEERING SERVICES	300,000	-	-	-	-	-	-	-	-	-	-
183	425-6040-535.34-00	CONTRACTUAL SVCS	23,000	23,000	23,000	23,690	24,401	25,133	25,887	26,663	27,463	28,287	29,136
184	425-6040-535.40-01	TRAVEL, MEALS, LODGING	1,000	1,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267
185	425-6040-535.41-01	TELEPHONE SERVICE	620	620	620	639	658	677	698	719	740	763	785
186	425-6040-535.41-02	WIRELESS PHONES & PAGERS	3,830	3,830	3,830	3,945	4,063	4,185	4,311	4,440	4,573	4,710	4,852
187	425-6040-535.43-01	ELECTRIC SERVICE	195,500	195,500	195,500	205,275	215,539	226,316	237,631	249,513	261,989	275,088	288,843
188	425-6040-535.43-40	WASTEWATER DISPOSAL CHGS	7,490,556	7,788,937	8,099,617	8,444,902	8,828,795	9,204,845	9,597,234	10,004,872	10,404,418	10,820,384	11,277,338
189	425-6040-535.44-04	EQUIPMENT RENTALS	7,000	7,000	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867
190	425-6040-535.46-11	R & M-LIFT STATIONS	139,000	139,000	139,000	144,560	150,342	156,356	162,610	169,115	175,879	182,915	190,231
191	425-6040-535.46-14	R & M - MACHINERY	100,000	100,000	100,000	104,000	108,160	112,486	116,986	121,665	126,532	131,593	136,857
192	425-6040-535.47-01	PRINTING & BINDING	200	200	200	206	212	219	225	232	239	246	253
193	425-6040-535.49-04	LICENSES & PERMITS	3,440	3,440	3,440	3,543	3,649	3,759	3,872	3,988	4,108	4,231	4,358
194	425-6040-535.52-02	GASOLINE/DIESEL	36,200	36,200	36,200	38,010	39,911	41,906	44,001	46,201	48,511	50,937	53,484
195	425-6040-535.52-07	SUPPLIES - CHEMICALS	18,740	19,680	20,660	21,693	22,778	23,917	25,112	26,368	27,686	29,071	30,524
196	425-6040-535.52-08	SUPPLIES - SOFTWARE	5,460	5,620	5,790	5,964	6,143	6,327	6,517	6,712	6,914	7,121	7,335
197	425-6040-535.52-15	EQUIPMENT LESS THAN $1000	5,800	5,800	5,800	5,974	6,153	6,338	6,528	6,724	6,926	7,133	7,347
198	425-6040-535.52-20	SUPPLIES -OTHER	18,100	18,100	18,100	18,643	19,202	19,778	20,372	20,983	21,612	22,261	22,929
199	425-6040-535.52-24	PROTECTIVE CLOTHING	2,700	2,700	2,700	2,781	2,864	2,950	3,039	3,130	3,224	3,321	3,420
200	425-6040-535.52-25	UNIFORMS	6,000	6,000	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601
201	425-6040-535.54-01	BOOKS/PUBS/SUBSCRIPTIONS	1,000	1,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267
202	425-6040-535.54-02	DUES & MEMBERSHIPS	800	800	800	824	849	874	900	927	955	984	1,013
203	425-6040-535.55-20	TRAINING & SEMINARS	11,600	11,600	11,600	11,948	12,306	12,676	13,056	13,448	13,851	14,267	14,695
204	425-6040-535.64-01	EQPMT - $1000 OR GREATER	163,640	123,130	195,185	201,041	207,072	213,284	219,682	226,273	233,061	240,053	247,255
205		**Wastewater Collection Subtotal**	10,154,985	10,240,423	10,706,166	11,178,945	11,696,867	12,213,832	12,754,392	13,317,853	13,881,289	14,469,651	15,107,972
		Total Expenses by Category											
206		Personnel Services	$ 6,619,415	$ 7,282,516	$ 7,617,373	$ 8,020,001	$ 8,444,522	$ 8,892,170	$ 9,364,256	$ 9,862,165	$ 10,387,368	$ 10,941,421	$ 11,525,976
207		Variable Operations & Maintenance	9,568,576	9,937,037	10,320,947	10,752,820	11,227,631	11,699,146	12,191,771	12,704,658	13,214,715	13,746,718	14,325,511
208		Other Operations and Maintenance	6,112,140	6,643,134	6,287,764	6,498,601	6,716,897	6,942,928	7,176,980	7,419,350	7,670,347	7,930,292	8,199,518
209		Capital Outlay	2,033,340	330,330	451,185	464,721	478,662	493,022	507,813	523,047	538,738	554,901	571,548
210		Other Below the Line Expenses	1,839,189	1,852,799	1,866,510	1,922,505	1,980,180	2,039,586	2,100,773	2,163,797	2,228,711	2,295,572	2,364,439

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
211		**Total Expenses**	**$ 26,172,660**	**$ 26,045,816**	**$ 26,543,779**	**$ 27,658,648**	**$ 28,847,893**	**$ 30,066,852**	**$ 31,341,593**	**$ 32,673,017**	**$ 34,039,880**	**$ 35,468,904**	**$ 36,986,991**
		Expense Execution Factors											
212		Personnel Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
213		Variable Operations & Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
214		Other Operations and Maintenance	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
215		Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
216		Other Below the Line Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
		Total Expenses after Execution											
217		Personnel Services	$ 6,288,444	$ 6,918,390	$ 7,236,504	$ 7,619,001	$ 8,022,296	$ 8,447,562	$ 8,896,043	$ 9,369,057	$ 9,868,000	$ 10,394,350	$ 10,949,677
218		Variable Operations & Maintenance	9,568,576	9,937,037	10,320,947	10,752,820	11,227,631	11,699,146	12,191,771	12,704,658	13,214,715	13,746,718	14,325,511
219		Other Operations and Maintenance	5,500,926	5,978,821	5,658,988	5,848,741	6,045,207	6,248,635	6,459,282	6,677,415	6,903,313	7,137,263	7,379,566
220		Capital Outlay	2,033,340	330,330	451,185	464,721	478,662	493,022	507,813	523,047	538,738	554,901	571,548
221		Other Below the Line Expenses	1,839,189	1,852,799	1,866,510	1,922,505	1,980,180	2,039,586	2,100,773	2,163,797	2,228,711	2,295,572	2,364,439
222		**Total Expenses at Execution**	**$ 25,230,476**	**$ 25,017,377**	**$ 25,534,134**	**$ 26,607,788**	**$ 27,753,977**	**$ 28,927,950**	**$ 30,155,682**	**$ 31,437,974**	**$ 32,753,477**	**$ 34,128,804**	**$ 35,590,741**
		Transfers Out											
223		R&R Transfer from Revenue Fund	$ 1,358,033	$ 1,430,588	$ 1,533,862	$ 1,653,120	$ 1,784,921	$ 1,943,054	$ 2,130,029	$ 2,245,545	$ 2,356,490	$ 2,473,257	$ 2,595,637
224		**Total Transfers Out**	**$ 1,358,033**	**$ 1,430,588**	**$ 1,533,862**	**$ 1,653,120**	**$ 1,784,921**	**$ 1,943,054**	**$ 2,130,029**	**$ 2,245,545**	**$ 2,356,490**	**$ 2,473,257**	**$ 2,595,637**
		Debt Service											
225		2016A Bonds	$ 857,400	$ 857,400	$ 1,272,400	$ 1,376,650	$ 1,374,650	$ 1,376,400	$ 1,376,650	$ 1,375,400	$ 1,377,650	$ 1,373,150	$ 1,374,350
226		2016B Bonds	502,528	500,653	102,800	-	-	-	-	-	-	-	-
227		Assumed Series 2025 Bonds	-	1,995,000	1,979,000	1,978,000	1,981,250	1,978,500	1,980,000	1,980,500	1,980,000	1,983,500	1,980,750
228		New Debt Service	-	-	253,813	765,332	1,851,714	3,170,156	3,912,837	4,159,753	4,194,901	4,758,723	5,300,841
229		**Total Debt Service**	**$ 1,359,928**	**$ 3,353,053**	**$ 3,608,013**	**$ 4,119,982**	**$ 5,207,614**	**$ 6,525,056**	**$ 7,269,487**	**$ 7,515,653**	**$ 7,552,551**	**$ 8,115,373**	**$ 8,655,941**
		Cash-Funded CIP											
230		Cash-Funded CIP	$ 430,406	$ 252,000	$ -	$ -	$ 2,410,021	$ 4,654,417	$ 4,779,825	$ 5,328,605	$ 5,695,642	$ 7,038,687	$ 6,948,252
231		**Total Cash-Funded CIP**	**$ 430,406**	**$ 252,000**	**$ -**	**$ -**	**$ 2,410,021**	**$ 4,654,417**	**$ 4,779,825**	**$ 5,328,605**	**$ 5,695,642**	**$ 7,038,687**	**$ 6,948,252**
232		**Total Cash Outflows**	**$ 28,378,842**	**$ 30,053,017**	**$ 30,676,008**	**$ 32,380,890**	**$ 37,156,534**	**$ 42,050,477**	**$ 44,335,023**	**$ 46,527,776**	**$ 48,358,159**	**$ 51,756,120**	**$ 53,790,571**

Cost Escalation Factors

Schedule 5

Inflation Factor	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Salaries & Wages	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Retirement	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Repair & Maintenance	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Fuel & Utilities	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Chemicals	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Insurance	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
No Escalation	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Default Inflation Factor	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Capital Improvement Program (CIP)

Schedule 6

		Execution Applied	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Total
	General / Studies / Misc / Other Projects													
1	Rate Study	Yes	60,811	-	-	-	50,000	-	-	-	-	55,000	-	$ 165,811
2	Water Master Plan Study	Yes	-	-	-	-	400,000	-	-	-	-	-	-	$ 400,000
3	Wastewater System Master Plan (Study)	Yes	300,000	-	-	-	-	-	-	-	-	-	400,000	$ 700,000
4	Water Main and Forced Main Condition Assessment Study	Yes	100,000	150,000	-	-	-	-	-	-	-	200,000	-	$ 450,000
5	Water Main and Forced Main Emergency Repair and Replacement (Emergency Funding)	Yes	300,000	-	-	-	-	-	-	-	-	-	-	$ 300,000
6	Irrigation Replacement (Emergency Funding)	Yes	100,000	-	-	-	-	-	-	-	-	-	-	$ 100,000
7	SCADA Upgrade to Water Plant Wells & Wastewater Lift Stations	Yes	-	-	-	-	-	-	-	-	-	-	2,500,000	$ 2,500,000
8	Risk and Resilience Study	Yes	-	250,000	-	-	-	-	250,000	-	-	-	-	$ 500,000
9	Install Fencing at Utilities Facilities (Lift Stations & Raw Water Wells)	Yes	250,000	-	-	-	-	-	-	-	-	-	400,000	$ 650,000
	Wastewater Projects (WW Lift Stations & WW Distribution)													
10	Wastewater Lift Station Rehabilitation	Yes	500,000	500,000	-	500,000	-	500,000	-	500,000	-	500,000	-	$ 3,000,000
11	Wastewater Lift Station - Citywide Pump Conversion from Above Ground To Submersible	Yes	-	-	-	-	1,500,000	-	1,500,000	-	750,000	-	-	$ 3,750,000
12	80 KW Electric Generators - Closing Out Project	Yes	388,787	-	-	-	-	-	-	-	-	-	-	$ 388,787
13	Replace Wastewater Force Mains	Yes	-	-	-	2,000,000	-	-	-	-	3,000,000	-	-	$ 5,000,000
14	Sewer Manholes, Mains & Laterals Rehabilitation (I & I)	Yes	1,000,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	$ 6,000,000
	Water Treatment Plant Projects													
15	WTP Raw Well Rehabilitation Maintenance Program	Yes	-	-	200,000	-	200,000	-	200,000	-	200,000	-	40,000	$ 840,000
16	WTP Renewal/Replacement (Emergency Funding)	Yes	125,000	-	-	-	-	-	-	-	-	-	-	$ 125,000
17	RRA Security Upgrades for WTP Facility													
	a) Video Surveillance for Wells 4, 5 & 6	Yes	-	-	-	-	270,000	-	-	-	-	-	-	$ 270,000
	b) Video Surveillance for Wells 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19	Yes	-	150,000	120,000	100,000	-	-	-	-	-	-	-	$ 370,000
18	RRA Security Upgrades for Public Services South Bldg													
	a) Install vehicle barrier at front door (e.g. bollards or concrete barrier)	Yes	7,000	-	-	-	-	-	-	-	-	-	-	$ 7,000
	b) Replace lobby service window with clear ballistic panels	Yes	15,000	-	-	-	-	-	-	-	-	-	-	$ 15,000
19	RRA Security Upgrades for Tract 27 - 2MG Tank													
	a) Outer Perimeter Fencing Improvements	Yes	-	-	-	-	-	-	-	-	-	-	-	$ -
20	RRA Security Upgrades for Grants Plaza - 1MG Tank													
	a) Install intrusion alarms at access points to Tanks and integrate into SCADA	Yes	8,000	-	-	-	-	-	-	-	-	-	-	$ 8,000
	b) Perimeter Fencing Modifications	Yes	40,000	-	-	-	-	-	-	-	-	-	-	$ 40,000
	c) Perform Study of existing diesel tank & provide recommended improvements	Yes	30,000	-	-	-	-	-	-	-	-	-	-	$ 30,000
21	Paint Storage Tanks/Filters/Accelators/Piping (Start Bidding April/May)	Yes	630,685	-	-	-	-	-	1,000,000	-	-	-	-	$ 1,630,685
22	WTP Ammoniation System Upgrade and Improvements (Combine with Hypo Pumps)													
	a) (FY21) (Analysis)	Yes	-	-	-	20,000	-	-	-	-	-	-	-	$ 20,000
	b) (FY22) (Installation)	Yes	-	-	-	-	124,500	-	-	-	-	-	-	$ 124,500
23	Remove and Replace Greenleaf Filter	Yes	87,409	-	-	-	-	-	-	-	1,000,000	12,000,000	-	$ 13,087,409
24	Tract 27 Booster Station Upgrades - Construction in progress	Yes	465,260	-	-	-	-	-	-	-	-	-	-	$ 465,260
25	WTP Well #1 Abandonment and Relocation													
	a) Engineering Services + Construction (PO for Eng Services already issued = $185,512.16)	Yes	29,169	-	-	-	616,661	-	-	-	-	-	-	$ 645,829
	b) Additional project fees due to cost increases/inflation	Yes	-	-	-	-	250,000	-	-	-	-	-	-	$ 250,000
	c) Additional project fees due to CHA's revised construction cost estimate + inflation	Yes	-	-	-	-	750,000	-	-	-	-	-	-	$ 750,000
26	WTP Raw Water Well Upgrades Including Well No. 8 Meter Assembly Imprvmnt & Electrical Upgrades; Well Nos. 4, 5 & 6 Electrical Upgrades (In-House)	Yes	100,000	-	-	-	-	-	-	-	-	-	-	$ 100,000
27	WTP Raw Water Well Nos. 14, 15, 16 and 17 Electrical Upgrades													
	a) Design and Construction Admin. Services	No	-	100,000	-	-	-	-	-	-	-	-	-	$ 100,000
	b) Construction	No	-	-	500,000	-	-	-	-	-	-	-	-	$ 500,000
28	WTP New Control Building (Hardening Project) - Construction	No	-	14,000,000	6,000,000	3,900,000	99,800	-	-	-	-	-	-	$ 23,999,800
29	WTP New Control Building (Hardening Project) - Design	No	-	1,432,000	100,000	67,000	14,574	-	-	-	-	-	-	$ 1,613,574
30	WTP Filter System Replacement (10 MGD) - Construction	No	-	6,993,762	-	-	-	-	-	-	-	-	-	$ 6,993,762
31	WTP Filters System Replacement (10 MGD) - Design	No	-	229,639	-	-	-	-	-	-	-	-	-	$ 229,639
32	Rehab Lime Silo / Slaker Systems & Slurry Mixing Station	No	-	600,000	-	-	-	-	-	-	-	-	-	$ 600,000
33	MIEX Pretreatment System	No	-	-	-	-	2,000,000	20,000,000	-	-	-	-	-	$ 22,000,000
34	Rehab Accelators - Internals (Incl. Replacement of Weirs)	No	-	150,000	-	-	-	-	-	-	-	-	-	$ 150,000
35	WTP HS Pumps & Electrical Upgrades & Improvements	No	1,355,703	-	-	-	-	-	-	-	-	-	-	$ 1,355,703
36	Replace Transfer and Backwash Pumps													
	a) Design and Construction Admin. Services	No	-	200,000	-	-	-	-	-	-	-	-	-	$ 200,000
	b) Construction	No	-	-	2,000,000	-	-	-	-	-	-	-	-	$ 2,000,000
37	Lime Sludge Handling													
	a) Engineering Fees	No	-	-	1,650,000	-	-	-	-	-	-	-	-	$ 1,650,000
	b) Phase 1 Construction	No	-	-	-	3,000,000	-	-	-	-	-	-	-	$ 3,000,000
	c) Phase 2 Construction	No	-	-	-	-	12,000,000	-	-	-	-	-	-	$ 12,000,000
38	Replace Sodium Hypochlorite Pumps (Combine with Ammonia System Upgrade)													
	a) Engineering Fees	No	-	-	-	400,000	-	-	-	-	-	-	-	$ 400,000
	b) Construction Fees	No	-	-	-	-	4,000,000	-	-	-	-	-	-	$ 4,000,000
	Water Distribution Projects													
39	Mainlands Section 7 Water Main Replacement (NW 58th Street)	Yes	-	-	2,200,000	-	-	-	-	-	-	-	-	$ 2,200,000
40	Mainland Sections 1-5 Water Main Replacement - Phase 1	Yes	-	-	-	-	-	-	8,000,000	-	-	-	-	$ 8,000,000

Capital Improvement Program (CIP)

Schedule 6

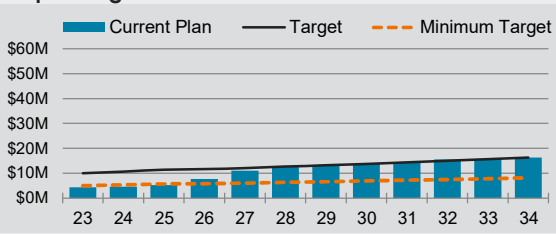
		Execution Applied	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Total
41	Mainland Sections 1-5 Water Main Replacement - Phase 2	Yes	-	-	-	-	-	-	-	6,009,193	-	-	-	$ 6,009,193
42	Woodland Country Club WM Replacement	Yes	-	-	-	12,000,000	-	-	-	-	-	-	-	$ 12,000,000
43	Woodlands Green WM Replacement	Yes	297,469	-	-	-	-	-	-	-	-	-	-	$ 297,469
44	Westwood Phase 1 (Pipe Bursting)	Yes	-	-	5,250,000	-	-	-	-	-	-	-	-	$ 5,250,000
45	Westwood Phase 2 (Pipe Bursting)	Yes	-	-	-	6,000,000	-	-	-	-	-	-	-	$ 6,000,000
46	Green Haven, Fair Haven & Sunset Isle Communities Water Main Replacement	Yes	-	500,000	7,500,000	-	-	-	-	-	-	-	-	$ 8,000,000
47	Mainland Section 6 Water Main Replacement	Yes	-	-	-	-	-	-	-	-	-	-	6,500,000	$ 6,500,000
48	Heathgate & Sunflower Communities Water Main Replacement	Yes	-	-	9,000,000	-	-	-	-	-	-	-	-	$ 9,000,000
49	Grants/TAM Sq. WM Replacement	Yes	-	-	-	-	600,000	-	-	-	-	-	-	$ 600,000
50	East Side Distribution Expansion Project													
	a) Design Services + Construction (UT20O)	Yes	368,872	377,760	3,904,950	-	-	-	-	-	-	-	-	$ 4,651,582
	b) Additional costs due to change in scope and inflation (UT22O)	Yes	-	5,000,000	4,000,000	-	-	-	-	-	-	-	-	$ 9,000,000
51	Citywide AMI Program - RFP Process Re-Started	Yes	-	-	-	-	8,500,000	-	-	-	-	-	-	$ 8,500,000
52	Water Loss Assessment (Leak Detection Program) - Started	Yes	196,100	-	-	-	-	-	30,000	-	-	-	-	$ 226,100
53	Shaker Village Paving Project after Pipe Bursting (UT17N) - On Hold	Yes	-	982,500	-	-	-	-	-	-	-	-	-	$ 982,500
54	Fire Hydrant Coverage Improvements (22 Hydrants outside of Project Areas)	Yes	250,000	-	-	-	-	-	-	-	-	-	-	$ 250,000
55	Replacement of Galvanized Service Lines (Customer Side Replacements - Grants may exist)	Yes	-	2,000,000	-	-	-	-	-	-	-	-	-	$ 2,000,000
56	Pinehurst Circle Watermain Improvements	Yes	500,000	-	-	-	-	-	-	-	-	-	-	$ 500,000
57	Shaker Village Paving Project after Pipe Bursting (UT22N) - On Hold	Yes	-	580,000	-	-	-	-	-	-	-	-	-	$ 580,000
58	**Total CIP Budget (in current dollars)**		**$ 7,505,264**	**$ 34,695,661**	**$ 42,924,950**	**$ 28,487,000**	**$ 31,875,535**	**$ 21,000,000**	**$ 11,480,000**	**$ 7,009,193**	**$ 5,450,000**	**$ 13,255,000**	**$ 10,340,000**	**$ 214,022,603**
59	Cumulative Projected Cost Escalation		0.0%	5.0%	10.3%	15.8%	21.6%	27.6%	34.0%	40.7%	47.7%	55.1%	62.9%	
60	**Total CIP (in future dollars)**		**$ 7,505,264**	**$ 36,430,444**	**$ 47,324,757**	**$ 32,977,263**	**$ 38,744,912**	**$ 26,801,913**	**$ 15,384,298**	**$ 9,862,638**	**$ 8,052,132**	**$ 20,562,856**	**$ 16,842,770**	**$ 260,489,248**
61	Annual Project Funding Assumption [1]		59%	87%	77%	85%	96%	100%	100%	100%	100%	100%	100%	
62	**Final CIP Funding Level**		**$ 4,430,484**	**$ 31,814,535**	**$ 36,517,518**	**$ 28,087,455**	**$ 37,072,234**	**$ 26,801,913**	**$ 15,384,298**	**$ 9,862,638**	**$ 8,052,132**	**$ 20,562,856**	**$ 16,842,770**	**$ 235,428,833**

[1] Applies to all projects except future water expansions, which are included at 100% of the costs shown.

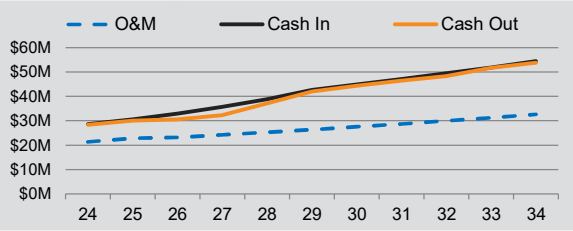
CITY OF TAMARAC - WATER AND SEWER FUND

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2029 Cumulative	FY 2034 Cumulative
Water Rate Plan	0.00%	15.00%	15.00%	15.00%	15.00%	15.00%	5.00%	5.00%	5.00%	5.00%	5.00%	119.54%	180.20%
Sewer Rate Plan	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.55%	55.20%
Senior-Lien DSC	5.33	2.34	2.73	2.79	2.61	2.48	2.39	2.45	2.58	2.54	2.52	Scenario Manager	
All-In DSC	5.33	2.34	2.73	2.79	2.61	2.48	2.39	2.45	2.58	2.54	2.52		

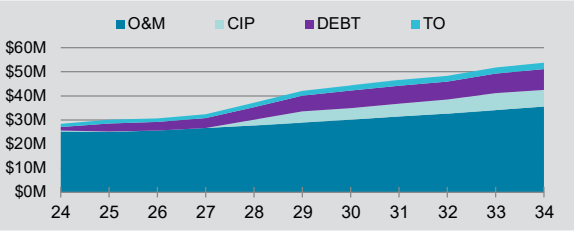
Operating Fund



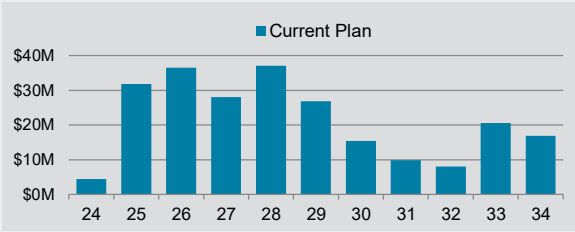
Revenues vs. Expenses



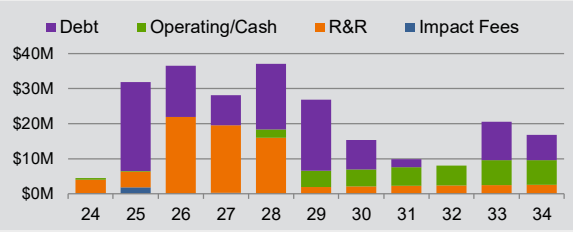
Expenses by Type



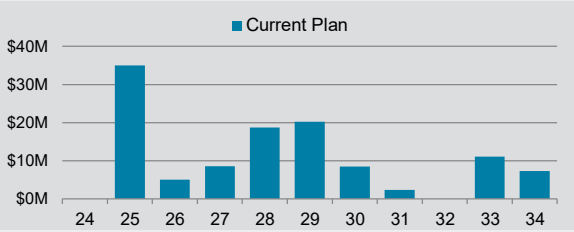
CIP Spending



CIP Funding



Borrowing



Note: Due to the proposed rate structure modifications, actual percentage increases for water and sewer rates will differ by monthly usage and customer type in FY 2025. Annual rate indexing at these percentages is proposed beginning in FY 2026.

			FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	Operating Revenue												
1	Water and Sewer Rate Revenue		$ 26,279,186	$ 26,279,186	$ 28,599,967	$ 31,187,614	$ 34,242,857	$ 37,673,306	$ 41,531,779	$ 43,830,838	$ 46,037,952	$ 48,356,201	$ 50,791,181
2	Change in Revenue From Growth		-	9,084	9,882	161,585	176,498	193,180	211,876	14,831	15,573	16,352	17,169
3	Subtotal		$ 26,279,186	$ 26,288,269	$ 28,609,849	$ 31,349,200	$ 34,419,354	$ 37,866,486	$ 41,743,655	$ 43,845,669	$ 46,053,525	$ 48,372,553	$ 50,808,350
4	*Weighted Average Rate Increase*		*0.00%*	*8.79%*	*9.01%*	*9.23%*	*9.45%*	*9.68%*	*5.00%*	*5.00%*	*5.00%*	*5.00%*	*5.00%*
5	Additional Rate Revenue From Rate Increase		-	2,311,698	2,577,765	2,893,657	3,253,952	3,665,293	2,087,183	2,192,283	2,302,676	2,418,628	2,540,417
6	Total Rate Revenue		$ 26,279,186	$ 28,599,967	$ 31,187,614	$ 34,242,857	$ 37,673,306	$ 41,531,779	$ 43,830,838	$ 46,037,952	$ 48,356,201	$ 50,791,181	$ 53,348,767
7	Plus: Other Operating Revenue		800,350	800,350	800,350	800,350	800,350	800,350	800,350	800,350	800,350	800,350	800,350
8	**Equals: Total Operating Revenue**		**$ 27,079,536**	**$ 29,400,317**	**$ 31,987,964**	**$ 35,043,207**	**$ 38,473,656**	**$ 42,332,129**	**$ 44,631,188**	**$ 46,838,302**	**$ 49,156,551**	**$ 51,591,531**	**$ 54,149,117**
	Less: Operating Expenses												
9	Personnel Services		$ (6,288,444)	$ (6,918,390)	$ (7,236,504)	$ (7,619,001)	$ (8,022,296)	$ (8,447,562)	$ (8,896,043)	$ (9,369,057)	$ (9,868,000)	$ (10,394,350)	$ (10,949,677)
10	Variable Operations & Maintenance Costs		(9,568,576)	(9,937,037)	(10,320,947)	(10,752,820)	(11,227,631)	(11,699,146)	(12,191,771)	(12,704,658)	(13,214,715)	(13,746,718)	(14,325,511)
11	Operations & Maintenance Costs		(5,500,926)	(5,978,821)	(5,658,988)	(5,848,741)	(6,045,207)	(6,248,635)	(6,459,282)	(6,677,415)	(6,903,313)	(7,137,263)	(7,379,566)
12	**Equals: Net Operating Income**		**$ 5,721,589**	**$ 6,566,069**	**$ 8,771,526**	**$ 10,822,645**	**$ 13,178,522**	**$ 15,936,786**	**$ 17,084,092**	**$ 18,087,172**	**$ 19,170,524**	**$ 20,313,199**	**$ 21,494,363**
	Plus: Non-Operating Income/(Expense)												
13	Interest Income		$ 1,532,218	$ 1,276,915	$ 1,074,429	$ 655,223	$ 387,420	$ 268,452	$ 279,712	$ 291,491	$ 308,581	$ 321,217	$ 329,665
14	Water Impact Fees		17,000	17,000	17,000	255,000	255,000	255,000	255,000	17,000	17,000	17,000	17,000
15	Sewer Impact Fees		22,000	22,000	22,000	330,000	330,000	330,000	330,000	22,000	22,000	22,000	22,000
16	**Equals: Net Income**		**$ 7,292,807**	**$ 7,881,984**	**$ 9,884,955**	**$ 12,062,868**	**$ 14,150,942**	**$ 16,790,239**	**$ 17,948,804**	**$ 18,417,663**	**$ 19,518,105**	**$ 20,673,416**	**$ 21,863,029**
	Less: Revenues Excluded From Coverage Test												
17	Impact Fees		$ (39,000)	$ (39,000)	$ (39,000)	$ (585,000)	$ (585,000)	$ (585,000)	$ (585,000)	$ (39,000)	$ (39,000)	$ (39,000)	$ (39,000)
18	**Equals: Net Income Available For Debt Service**		**$ 7,253,807**	**$ 7,842,984**	**$ 9,845,955**	**$ 11,477,868**	**$ 13,565,942**	**$ 16,205,239**	**$ 17,363,804**	**$ 18,378,663**	**$ 19,479,105**	**$ 20,634,416**	**$ 21,824,029**
	Senior Lien Debt Service Coverage Test												
19	Net Income Available for Senior-Lien Debt Service		**$ 7,253,807**	**$ 7,842,984**	**$ 9,845,955**	**$ 11,477,868**	**$ 13,565,942**	**$ 16,205,239**	**$ 17,363,804**	**$ 18,378,663**	**$ 19,479,105**	**$ 20,634,416**	**$ 21,824,029**
20	Existing and New Senior-Lien Debt Service [1]		1,359,928	3,353,053	3,354,200	3,354,650	3,355,900	3,354,900	3,356,650	3,355,900	3,357,650	3,356,650	3,355,100
21	Cumulative New Senior Lien Debt Service (calculated)		-	-	253,813	765,332	1,851,714	3,170,156	3,912,837	4,159,753	4,194,901	4,758,723	5,300,841
22	**Total Annual Senior-Lien Debt Service**	**Tar.**	**$ 1,359,928**	**$ 3,353,053**	**$ 3,608,013**	**$ 4,119,982**	**$ 5,207,614**	**$ 6,525,056**	**$ 7,269,487**	**$ 7,515,653**	**$ 7,552,551**	**$ 8,115,373**	**$ 8,655,941**
23	*Calculated Senior-Lien Debt Service Coverage*	**2.00**	**5.33**	**2.34**	**2.73**	**2.79**	**2.61**	**2.48**	**2.39**	**2.45**	**2.58**	**2.54**	**2.52**
	Cash Flow Test												
24	Net Income Available For Debt Service		$ 7,253,807	$ 7,842,984	$ 9,845,955	$ 11,477,868	$ 13,565,942	$ 16,205,239	$ 17,363,804	$ 18,378,663	$ 19,479,105	$ 20,634,416	$ 21,824,029
25	Less: Non-Operating Expenditures												
26	Net Interfund Transfers (In - Out)		(1,358,033)	(1,430,588)	(1,533,862)	(1,653,120)	(1,784,921)	(1,943,054)	(2,130,029)	(2,245,545)	(2,356,490)	(2,473,257)	(2,595,637)
27	Net Debt Service Payment		(1,359,928)	(3,353,053)	(3,608,013)	(4,119,982)	(5,207,614)	(6,525,056)	(7,269,487)	(7,515,653)	(7,552,551)	(8,115,373)	(8,655,941)
28	Other Below The Line Expenses		(1,839,189)	(1,852,799)	(1,866,510)	(1,922,505)	(1,980,180)	(2,039,586)	(2,100,773)	(2,163,797)	(2,228,711)	(2,295,572)	(2,364,439)
29	Capital Outlay		(2,033,340)	(330,330)	(451,185)	(464,721)	(478,662)	(493,022)	(507,813)	(523,047)	(538,738)	(554,901)	(571,548)
30	**Net Cash Flow**		**$ 663,317**	**$ 876,214**	**$ 2,386,385**	**$ 3,317,540**	**$ 4,114,564**	**$ 5,204,521**	**$ 5,355,701**	**$ 5,930,622**	**$ 6,802,616**	**$ 7,195,314**	**$ 7,636,463**
	Unrestricted Reserve Fund Test												
31	Balance At Beginning Of Fiscal Year		$ 4,381,972	$ 4,614,884	$ 5,239,098	$ 7,625,484	$ 10,943,024	$ 12,647,567	$ 13,197,671	$ 13,773,548	$ 14,375,565	$ 15,482,538	$ 15,639,166
32	Cash Flow Surplus/(Deficit)		663,317	876,214	2,386,385	3,317,540	4,114,564	5,204,521	5,355,701	5,930,622	6,802,616	7,195,314	7,636,463
33	Cash-Funded CIP		(430,406)	(252,000)	-	-	(2,410,021)	(4,654,417)	(4,779,825)	(5,328,605)	(5,695,642)	(7,038,687)	(6,948,252)
34	**Balance At End Of Fiscal Year**		**$ 4,614,884**	**$ 5,239,098**	**$ 7,625,484**	**$ 10,943,024**	**$ 12,647,567**	**$ 13,197,671**	**$ 13,773,548**	**$ 14,375,565**	**$ 15,482,538**	**$ 15,639,166**	**$ 16,327,377**
35	Minimum Working Capital Reserve Target		10,678,973	11,417,124	11,608,219	12,110,281	12,647,567	13,197,671	13,773,548	14,375,565	14,993,014	15,639,166	16,327,377
36	**Excess/(Deficiency) Of Working Capital To Target**		**$ (6,064,089)**	**$ (6,178,026)**	**$ (3,982,736)**	**$ (1,167,257)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 489,524**	**$ -**	**$ -**

[1] Includes estimated new debt (Series 2025 Bonds) with debt service starting in FY 2025.

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Water Impact Fees	$ 184,436	$ 1,846,440	$ 35,294	$ 255,183	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sewer Impact Fees	-	-	-	-	-	-	-	-	-	-	-
Renewal & Replacement	3,815,642	4,386,375	21,837,203	19,304,049	15,936,365	1,943,054	2,130,029	2,245,545	2,356,490	2,473,257	2,595,637
Assumed Series 2024 Bonds	-	25,329,720	9,670,280	-	-	-	-	-	-	-	-
Cash-Funded Capital (PAYGO)	430,406	252,000	-	-	2,410,021	4,654,417	4,779,825	5,328,605	5,695,642	7,038,687	6,948,252
Future Senior-Lien Debt Proceeds	-	-	4,974,740	8,528,223	18,725,847	20,204,442	8,474,444	2,288,488	-	11,050,912	7,298,881
Total Projects Paid	**$ 4,430,484**	**$ 31,814,535**	**$ 36,517,518**	**$ 28,087,455**	**$ 37,072,234**	**$ 26,801,913**	**$ 15,384,298**	**$ 9,862,638**	**$ 8,052,132**	**$ 20,562,856**	**$ 16,842,770**

Funding Summary by Fund

Schedule 10

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Water Impact Fees											
Balance At Beginning Of Fiscal Year	$ 1,950,213	$ 1,829,440	$ 18,294	$ 183	$ 2	$ 257,552	$ 520,253	$ 788,208	$ 821,142	$ 854,735	$ 889,000
Annual Revenues	17,000	17,000	17,000	255,000	255,000	255,000	255,000	17,000	17,000	17,000	17,000
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	$ 1,967,213	$ 1,846,440	$ 35,294	$ 255,183	$ 255,002	$ 512,552	$ 775,253	$ 805,208	$ 838,142	$ 871,735	$ 906,000
Amount Paid For Projects	(184,436)	(1,846,440)	(35,294)	(255,183)	-	-	-	-	-	-	-
Subtotal	$ 1,782,777	$ -	$ -	$ -	$ 255,002	$ 512,552	$ 775,253	$ 805,208	$ 838,142	$ 871,735	$ 906,000
Plus: Interest Earnings	46,662	18,294	183	2	2,550	7,701	12,955	15,934	16,593	17,265	17,950
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ 1,829,440**	**$ 18,294**	**$ 183**	**$ 2**	**$ 257,552**	**$ 520,253**	**$ 788,208**	**$ 821,142**	**$ 854,735**	**$ 889,000**	**$ 923,950**
Sewer Impact Fees											
Balance At Beginning Of Fiscal Year	$ 2,523,805	$ 2,609,175	$ 2,683,579	$ 2,759,470	$ 3,147,960	$ 3,544,219	$ 3,948,403	$ 4,360,672	$ 4,470,105	$ 4,581,727	$ 4,695,582
Annual Revenues	22,000	22,000	22,000	330,000	330,000	330,000	330,000	22,000	22,000	22,000	22,000
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	$ 2,545,805	$ 2,631,175	$ 2,705,579	$ 3,089,470	$ 3,477,960	$ 3,874,219	$ 4,278,403	$ 4,382,672	$ 4,492,105	$ 4,603,727	$ 4,717,582
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 2,545,805	$ 2,631,175	$ 2,705,579	$ 3,089,470	$ 3,477,960	$ 3,874,219	$ 4,278,403	$ 4,382,672	$ 4,492,105	$ 4,603,727	$ 4,717,582
Plus: Interest Earnings	63,370	52,404	53,892	58,489	66,259	74,184	82,268	87,433	89,622	91,855	94,132
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ 2,609,175**	**$ 2,683,579**	**$ 2,759,470**	**$ 3,147,960**	**$ 3,544,219**	**$ 3,948,403**	**$ 4,360,672**	**$ 4,470,105**	**$ 4,581,727**	**$ 4,695,582**	**$ 4,811,713**
Renewal & Replacement											
Balance At Beginning Of Fiscal Year	$ 58,019,111	$ 55,561,502	$ 52,605,714	$ 32,302,373	$ 14,651,443	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
Annual Revenues	1,358,033	1,430,588	1,533,862	1,653,120	1,784,921	1,943,054	2,130,029	2,245,545	2,356,490	2,473,257	2,595,637
Subtotal	$ 59,377,144	$ 56,992,089	$ 54,139,576	$ 33,955,493	$ 16,436,365	$ 2,443,054	$ 2,630,029	$ 2,745,545	$ 2,856,490	$ 2,973,257	$ 3,095,637
Less: Restricted Funds	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)
Total Amount Available For Projects	$ 58,877,144	$ 56,492,089	$ 53,639,576	$ 33,455,493	$ 15,936,365	$ 1,943,054	$ 2,130,029	$ 2,245,545	$ 2,356,490	$ 2,473,257	$ 2,595,637
Amount Paid For Projects	(3,815,642)	(4,386,375)	(21,837,203)	(19,304,049)	(15,936,365)	(1,943,054)	(2,130,029)	(2,245,545)	(2,356,490)	(2,473,257)	(2,595,637)
Subtotal	$ 55,061,502	$ 52,105,714	$ 31,802,373	$ 14,151,443	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Plus: Interest Earnings	1,419,758	1,081,672	849,081	469,538	151,514	10,000	10,000	10,000	10,000	10,000	10,000
Less: Interest Allocated To Cash Flow	(1,419,758)	(1,081,672)	(849,081)	(469,538)	(151,514)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Balance At End Of Fiscal Year	**$ 55,561,502**	**$ 52,605,714**	**$ 32,302,373**	**$ 14,651,443**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**
Series 2025 Bond Proceeds											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ 9,670,280	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Series 2025 Bonds	-	35,000,000	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	$ -	$ 35,000,000	$ 9,670,280	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amount Paid For Projects	-	(25,329,720)	(9,670,280)	-	-	-	-	-	-	-	-
Subtotal	$ -	$ 9,670,280	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Plus: Interest Earnings	-	96,703	96,703	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	(96,703)	(96,703)	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ 9,670,280**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 4,381,972	$ 4,614,884	$ 5,239,098	$ 7,625,484	$ 10,943,024	$ 12,647,567	$ 13,197,671	$ 13,773,548	$ 14,375,565	$ 15,482,538	$ 15,639,166
Net Cash Flow	663,317	876,214	2,386,385	3,317,540	4,114,564	5,204,521	5,355,701	5,930,622	6,802,616	7,195,314	7,636,463
Less: Cash-Funded Capital Projects	(430,406)	(252,000)	-	-	(1,056,467)	-	(40,203)	-	-	-	-
Subtotal	$ 4,614,884	$ 5,239,098	$ 7,625,484	$ 10,943,024	$ 14,001,122	$ 17,852,089	$ 18,513,170	$ 19,704,170	$ 21,178,181	$ 22,677,852	$ 23,275,629
Less: Restricted Funds	(4,614,884)	(5,239,098)	(7,625,484)	(10,943,024)	(12,647,567)	(13,197,671)	(13,773,548)	(14,375,565)	(14,993,014)	(15,639,166)	(16,327,377)
Total Amount Available For Projects	$ -	$ -	$ -	$ -	$ 1,353,555	$ 4,654,417	$ 4,739,622	$ 5,328,605	$ 6,185,167	$ 7,038,687	$ 6,948,252
Amount Paid For Projects	-	-	-	-	(1,353,555)	(4,654,417)	(4,739,622)	(5,328,605)	(5,695,642)	(7,038,687)	(6,948,252)
Subtotal	$ -	$ -	$ -	$ -	$ 0	$ -	$ -	$ -	$ 489,524	$ -	$ -
Add Back: Restricted Funds	4,614,884	5,239,098	7,625,484	10,943,024	12,647,567	13,197,671	13,773,548	14,375,565	14,993,014	15,639,166	16,327,377
Plus: Interest Earnings	112,461	98,540	128,646	185,685	235,906	258,452	269,712	281,491	298,581	311,217	319,665
Less: Interest Allocated To Cash Flow	(112,461)	(98,540)	(128,646)	(185,685)	(235,906)	(258,452)	(269,712)	(281,491)	(298,581)	(311,217)	(319,665)
Balance At End Of Fiscal Year	**$ 4,614,884**	**$ 5,239,098**	**$ 7,625,484**	**$ 10,943,024**	**$ 12,647,567**	**$ 13,197,671**	**$ 13,773,548**	**$ 14,375,565**	**$ 15,482,538**	**$ 15,639,166**	**$ 16,327,377**

Senior Lien Borrowing Projections

Schedule 11

			FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Term (Years)			30	30	30	30	30	30	30	30	30	30	30
Interest Rate			4.50%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sources of Funds													
Par Amount			$ -	$ -	$ 5,076,266	$ 8,702,269	$ 19,108,008	$ 20,616,777	$ 8,647,392	$ 2,335,192	$ -	$ 11,276,441	$ 7,447,838
Uses of Funds													
Proceeds			$ -	$ -	$ 4,974,740	$ 8,528,223	$ 18,725,847	$ 20,204,442	$ 8,474,444	$ 2,288,488	$ -	$ 11,050,912	$ 7,298,881
Cost of Issuance	2.00%	of Par	-	-	101,525	174,045	382,160	412,336	172,948	46,704	-	225,529	148,957
Debt Service Reserve	0	Year(s) of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Total Uses			$ -	$ -	$ 5,076,266	$ 8,702,269	$ 19,108,008	$ 20,616,777	$ 8,647,392	$ 2,335,192	$ -	$ 11,276,441	$ 7,447,838
1 Year Interest			-	-	253,813	435,113	955,400	1,030,839	432,370	116,760	-	563,822	372,392
Annual Debt Service			$ -	$ -	$ 330,218	$ 566,095	$ 1,243,003	$ 1,341,151	$ 562,525	$ 151,908	$ -	$ 733,549	$ 484,493
Total Debt Service			-	-	9,906,552	16,982,853	37,290,100	40,234,528	16,875,758	4,557,228	-	22,006,460	14,534,777
Cumulative New Annual Senior Lien Debt Service[1]			**$ -**	**$ -**	**$ 253,813**	**$ 765,332**	**$ 1,851,714**	**$ 3,170,156**	**$ 3,912,837**	**$ 4,159,753**	**$ 4,194,901**	**$ 4,758,723**	**$ 5,300,841**

1) Reflects interest-only payment due in year of issuance.

2) Schedule reflects annual funding needs beyond the assumed Series 2025 bonds included in this analysis as part of the capital improvement funding plan. Actual financing decisions will reflect future conditions and broader City-wide financing objectives at the time of issuance.

APPENDIX B: COST OF SERVICE

Schedule 1 Test Year Expense Allocations

Schedule 2 Test Year Revenue Allocations

Schedule 3 Cost Allocation Factors

Schedule 4 Summary

Schedule 1 - Test Year Expense Allocations

Expense Line Item	Expense Line Item	Expense Line Item	Code	FY 2025 Expense for COSA	Allocation Factor	% Water	% Sewer	FY 2025 Water	FY 2025 Sewer
Administration									
425-6001-536.12-01	Administration	REGULAR SALARIES & WAGES	PS	$ 271,425	Weighted Expense	49.8%	50.2%	$ 135,053	$ 136,372
425-6001-536.14-01	Administration	OVERTIME-PREMIUM	PS	$ 531	Weighted Expense	49.8%	50.2%	$ 264	$ 267
425-6001-536.14-03	Administration	OVERTIME-STRAIGHT	PS	$ 223	Weighted Expense	49.8%	50.2%	$ 111	$ 112
425-6001-536.15-01	Administration	LONGEVITY	PS	$ 2,090	Weighted Expense	49.8%	50.2%	$ 1,040	$ 1,050
425-6001-536.21-00	Administration	FICA TAXES	PS	$ 20,764	Weighted Expense	49.8%	50.2%	$ 10,332	$ 10,433
425-6001-536.22-01	Administration	PENSION - GENERAL	PS	$ 26,288	Weighted Expense	49.8%	50.2%	$ 13,080	$ 13,208
425-6001-536.22-05	Administration	NON REP EMPLOYEES	PS	$ 110,615	Weighted Expense	49.8%	50.2%	$ 55,039	$ 55,576
425-6001-536.23-01	Administration	LIFE INSURANCE	PS	$ 351	Weighted Expense	49.8%	50.2%	$ 174	$ 176
425-6001-536.23-02	Administration	HEALTH INSURANCE	PS	$ 48,888	Weighted Expense	49.8%	50.2%	$ 24,325	$ 24,563
425-6001-536.24-00	Administration	WORKERS' COMPENSATION	PS	$ 3,252	Weighted Expense	49.8%	50.2%	$ 1,618	$ 1,634
425-6001-536.26-00	Administration	BENEFIT OPTION	PS	$ 7,735	Weighted Expense	49.8%	50.2%	$ 3,849	$ 3,886
425-6001-536.27-01	Administration	DISABILITY - LONG TERM	PS	$ 147	Weighted Expense	49.8%	50.2%	$ 73	$ 74
425-6001-536.28-00	Administration	DENTAL INSURANCE	PS	$ 703	Weighted Expense	49.8%	50.2%	$ 350	$ 353
425-6001-536.29-01	Administration	AUTOMOBILE ALLOWANCE	PS	$ 3,694	Weighted Expense	49.8%	50.2%	$ 1,838	$ 1,856
425-6001-536.29-02	Administration	CELL PHONE ALLOWANCE	PS	$ 1,443	Weighted Expense	49.8%	50.2%	$ 718	$ 725
425-6001-536.31-00	Administration	PROFESSIONAL SERVICES	OMF	$ 1,220	Weighted Expense	49.8%	50.2%	$ 607	$ 613
425-6001-536.34-00	Administration	CONTRACTUAL SVCS	OMF	$ 4,500	Weighted Expense	49.8%	50.2%	$ 2,239	$ 2,261
425-6001-536.40-01	Administration	TRAVEL, MEALS, LODGING	OMF	$ 3,753	Weighted Expense	49.8%	50.2%	$ 1,867	$ 1,886
425-6001-536.41-01	Administration	TELEPHONE SERVICE	OMF	$ 990	Weighted Expense	49.8%	50.2%	$ 493	$ 497
425-6001-536.43-01	Administration	ELECTRIC SERVICE	OMV	$ 37,680	Weighted Expense	49.8%	50.2%	$ 18,748	$ 18,932
425-6001-536.44-01	Administration	RENTALS & LEASES - COPIER	OMF	$ 2,430	Weighted Expense	49.8%	50.2%	$ 1,209	$ 1,221
425-6001-536.46-01	Administration	R & M - OFFICE EQUIPMENT	OMF	$ 180	Weighted Expense	49.8%	50.2%	$ 90	$ 90
425-6001-536.46-04	Administration	R & M - FACILITIES	OMF	$ 4,500	Weighted Expense	49.8%	50.2%	$ 2,239	$ 2,261
425-6001-536.49-40	Administration	PAYMENT IN LIEU OF TAXES	OBLE	$ 1,852,799	Weighted Expense	49.8%	50.2%	$ 921,898	$ 930,901
425-6001-536.49-42	Administration	COMMON AREA MAINT CHGS	OMF	$ 15,120	Weighted Expense	49.8%	50.2%	$ 7,523	$ 7,597
425-6001-536.51-00	Administration	OFFICE SUPPLIES	OMF	$ 3,357	Weighted Expense	49.8%	50.2%	$ 1,670	$ 1,687
425-6001-536.52-08	Administration	SUPPLIES - SOFTWARE	OMF	$ 90,000	Weighted Expense	49.8%	50.2%	$ 44,781	$ 45,219
425-6001-536.52-24	Administration	PROTECTIVE CLOTHING	OMF	$ 135	Weighted Expense	49.8%	50.2%	$ 67	$ 68
425-6001-536.54-02	Administration	DUES & MEMBERSHIPS	OMF	$ 5,409	Weighted Expense	49.8%	50.2%	$ 2,691	$ 2,718
425-6001-536.55-20	Administration	TRAINING & SEMINARS	OMF	$ 1,440	Weighted Expense	49.8%	50.2%	$ 717	$ 723
425-6001-536.58-03	Administration	INTERFUND SERVICE CHARGES	OMF	$ 2,768,295	Weighted Expense	49.8%	50.2%	$ 1,377,421	$ 1,390,873
425-6001-536.58-04	Administration	INSURANCE SERVICE CHGS	OMF	$ 490,255	Weighted Expense	49.8%	50.2%	$ 243,936	$ 246,319
425-6001-536.99-21			OMF	$ 90,000	Accounts	50.0%	50.0%	$ 45,000	$ 45,000
Total Administration				**$ 5,870,211**				**$ 2,921,062**	**$ 2,949,149**
Engineering									
425-6002-536.12-01	Engineering	REGULAR SALARIES & WAGES	PS	$ 649,962	Weighted Expense	49.8%	50.2%	$ 323,402	$ 326,560
425-6002-536.13-02	Engineering	TEMPORARY	PS	$ 17,072	Weighted Expense	49.8%	50.2%	$ 8,494	$ 8,577
425-6002-536.14-01	Engineering	PREMIUM	PS	$ 4,825	Weighted Expense	49.8%	50.2%	$ 2,401	$ 2,424
425-6002-536.14-03	Engineering	OVERTIME-STRAIGHT	PS	$ 1,606	Weighted Expense	49.8%	50.2%	$ 799	$ 807
425-6002-536.15-01	Engineering	LONGEVITY	PS	$ 4,807	Weighted Expense	49.8%	50.2%	$ 2,392	$ 2,415
425-6002-536.21-00	Engineering	FICA TAXES	PS	$ 48,669	Weighted Expense	49.8%	50.2%	$ 24,216	$ 24,452
425-6002-536.22-01	Engineering	PENSION - GENERAL	PS	$ 61,144	Weighted Expense	49.8%	50.2%	$ 30,423	$ 30,721
425-6002-536.22-05	Engineering	NON REP EMPLOYEES	PS	$ 115,473	Weighted Expense	49.8%	50.2%	$ 57,456	$ 58,017
425-6002-536.23-01	Engineering	LIFE INSURANCE	PS	$ 769	Weighted Expense	49.8%	50.2%	$ 382	$ 386
425-6002-536.23-02	Engineering	HEALTH INSURANCE	PS	$ 105,491	Weighted Expense	49.8%	50.2%	$ 52,489	$ 53,002
425-6002-536.24-00	Engineering	WORKERS' COMPENSATION	PS	$ 8,996	Weighted Expense	49.8%	50.2%	$ 4,476	$ 4,520
425-6002-536.26-00	Engineering	BENEFIT OPTION	PS	$ 13,274	Weighted Expense	49.8%	50.2%	$ 6,605	$ 6,669
425-6002-536.27-01	Engineering	DISABILITY - LONG TERM	PS	$ 232	Weighted Expense	49.8%	50.2%	$ 115	$ 116
425-6002-536.28-00	Engineering	DENTAL INSURANCE	PS	$ 1,642	Weighted Expense	49.8%	50.2%	$ 817	$ 825
425-6002-536.29-02	Engineering	CELL PHONE ALLOWANCE	PS	$ 4,703	Weighted Expense	49.8%	50.2%	$ 2,340	$ 2,363
425-6002-536.31-03	Engineering	ENGINEERING SERVICES	CO	$ 5,000	Weighted Expense	49.8%	50.2%	$ 2,488	$ 2,512
425-6002-536.40-01	Engineering	TRAVEL, MEALS, LODGING	OMF	$ 1,980	Weighted Expense	49.8%	50.2%	$ 985	$ 995
425-6002-536.41-01	Engineering	TELEPHONE SERVICE	OMF	$ 1,116	Weighted Expense	49.8%	50.2%	$ 555	$ 561
425-6002-536.42-15	Engineering	POSTAGE	OMF	$ 180	Weighted Expense	49.8%	50.2%	$ 90	$ 90
425-6002-536.46-01	Engineering	R & M - OFFICE EQUIPMENT	OMF	$ 90	Weighted Expense	49.8%	50.2%	$ 45	$ 45
425-6002-536.46-02	Engineering	R & M - SERVICE CONTRACTS	OMF	$ 36,909	Weighted Expense	49.8%	50.2%	$ 18,365	$ 18,544
425-6002-536.46-12	Engineering	R & M - SPECIAL EQUIPMENT	OMF	$ 450	Weighted Expense	49.8%	50.2%	$ 224	$ 226
425-6002-536.52-02	Engineering	GASOLINE/DIESEL	OMV	$ 2,750	Weighted Expense	49.8%	50.2%	$ 1,368	$ 1,382
425-6002-536.52-08	Engineering	SUPPLIES - SOFTWARE	OMF	$ 630	Weighted Expense	49.8%	50.2%	$ 313	$ 317
425-6002-536.52-14	Engineering	DRAFTING	OMF	$ 1,800	Weighted Expense	49.8%	50.2%	$ 896	$ 904
425-6002-536.52-18	Engineering	MINOR TOOLS	OMF	$ 252	Weighted Expense	49.8%	50.2%	$ 125	$ 127
425-6002-536.52-20	Engineering	SUPPLIES -OTHER	OMF	$ 1,350	Weighted Expense	49.8%	50.2%	$ 672	$ 678
425-6002-536.52-24	Engineering	PROTECTIVE CLOTHING	OMF	$ 900	Weighted Expense	49.8%	50.2%	$ 448	$ 452
425-6002-536.52-25	Engineering	UNIFORMS	OMF	$ 1,530	Weighted Expense	49.8%	50.2%	$ 761	$ 769
425-6002-536.54-01	Engineering	BOOKS/PUBS/SUBSCRIPTIONS	OMF	$ 180	Weighted Expense	49.8%	50.2%	$ 90	$ 90
425-6002-536.54-02	Engineering	DUES & MEMBERSHIPS	OMF	$ 3,024	Weighted Expense	49.8%	50.2%	$ 1,505	$ 1,519
425-6002-536.55-20	Engineering	TRAINING & SEMINARS	OMF	$ 1,440	Weighted Expense	49.8%	50.2%	$ 717	$ 723
425-6002-536.63-13	Engineering	ENGINEERING SERVICES	CO	$ 15,000	Weighted Expense	49.8%	50.2%	$ 7,464	$ 7,536
Total Engineering				**$ 1,113,243**				**$ 553,917**	**$ 559,326**

Schedule 1 - Test Year Expense Allocations

Expense Line Item	Expense Line Item	Expense Line Item	Code	FY 2025 Expense for COSA	Allocation Factor	% Water	% Sewer	FY 2025 Water	FY 2025 Sewer
Water Treatment									
425-6020-533.12-01	Water Treatment	REGULAR SALARIES & WAGES	PS	$ 1,159,903	Water Only	100.0%	0.0%	$ 1,159,903	$ -
425-6020-533.14-01	Water Treatment	PREMIUM	PS	$ 41,017	Water Only	100.0%	0.0%	$ 41,017	$ -
425-6020-533.14-03	Water Treatment	OVERTIME-STRAIGHT	PS	$ 32,300	Water Only	100.0%	0.0%	$ 32,300	$ -
425-6020-533.15-01	Water Treatment	LONGEVITY	PS	$ 13,513	Water Only	100.0%	0.0%	$ 13,513	$ -
425-6020-533.21-00	Water Treatment	FICA TAXES	PS	$ 88,733	Water Only	100.0%	0.0%	$ 88,733	$ -
425-6020-533.22-01	Water Treatment	PENSION - GENERAL	PS	$ 206,562	Water Only	100.0%	0.0%	$ 206,562	$ -
425-6020-533.22-05	Water Treatment	NON REP EMPLOYEES	PS	$ 32,323	Water Only	100.0%	0.0%	$ 32,323	$ -
425-6020-533.23-01	Water Treatment	LIFE INSURANCE	PS	$ 800	Water Only	100.0%	0.0%	$ 800	$ -
425-6020-533.23-02	Water Treatment	HEALTH INSURANCE	PS	$ 151,361	Water Only	100.0%	0.0%	$ 151,361	$ -
425-6020-533.24-00	Water Treatment	WORKERS' COMPENSATION	PS	$ 18,284	Water Only	100.0%	0.0%	$ 18,284	$ -
425-6020-533.26-00	Water Treatment	BENEFIT OPTION	PS	$ 19,333	Water Only	100.0%	0.0%	$ 19,333	$ -
425-6020-533.27-01	Water Treatment	DISABILITY - LONG TERM	PS	$ 42	Water Only	100.0%	0.0%	$ 42	$ -
425-6020-533.28-00	Water Treatment	DENTAL INSURANCE	PS	$ 738	Water Only	100.0%	0.0%	$ 738	$ -
425-6020-533.29-02	Water Treatment	CELL PHONE ALLOWANCE	PS	$ 1,539	Water Only	100.0%	0.0%	$ 1,539	$ -
425-6020-533.34-00	Water Treatment	OTHER CONTRACTUAL SVCS	OMF	$ 37,980	Water Only	100.0%	0.0%	$ 37,980	$ -
425-6020-533.34-20	Water Treatment	WATER PURCHASED RESALE	OMV	$ 475,300	Water Only	100.0%	0.0%	$ 475,300	$ -
425-6020-533.34-30	Water Treatment	SECURITY SERVICES	OMF	$ 70,200	Water Only	100.0%	0.0%	$ 70,200	$ -
425-6020-533.40-01	Water Treatment	TRAVEL, MEALS, LODGING	OMF	$ 2,340	Water Only	100.0%	0.0%	$ 2,340	$ -
425-6020-533.41-01	Water Treatment	TELEPHONE SERVICE	OMF	$ 1,890	Water Only	100.0%	0.0%	$ 1,890	$ -
425-6020-533.41-02	Water Treatment	WIRELESS PHONES & PAGERS	OMF	$ 1,710	Water Only	100.0%	0.0%	$ 1,710	$ -
425-6020-533.42-15	Water Treatment	POSTAGE	OMF	$ 6,570	Water Only	100.0%	0.0%	$ 6,570	$ -
425-6020-533.43-01	Water Treatment	ELECTRIC SERVICE	OMF	$ 360,000	Water Only	100.0%	0.0%	$ 360,000	$ -
425-6020-533.43-11	Water Treatment	SLUDGE REMOVAL	OMF	$ 207,684	Water Only	100.0%	0.0%	$ 207,684	$ -
425-6020-533.44-01	Water Treatment	RENTALS & LEASES - COPIER	OMF	$ 810	Water Only	100.0%	0.0%	$ 810	$ -
425-6020-533.46-02	Water Treatment	R & M - SERVICE CONTRACTS	OMF	$ 35,109	Water Only	100.0%	0.0%	$ 35,109	$ -
425-6020-533.46-04	Water Treatment	R & M - FACILITIES	OMF	$ 14,094	Water Only	100.0%	0.0%	$ 14,094	$ -
425-6020-533.46-10	Water Treatment	R & M - OTHER	OMF	$ 78,678	Water Only	100.0%	0.0%	$ 78,678	$ -
425-6020-533.46-13	Water Treatment	R & M - TELEMETRY EQPMT.	OMF	$ 18,270	Water Only	100.0%	0.0%	$ 18,270	$ -
425-6020-533.46-14	Water Treatment	R & M - MACHINERY	OMF	$ 11,385	Water Only	100.0%	0.0%	$ 11,385	$ -
425-6020-533.46-23	Water Treatment	LAWN MAINT/DEBRIS REMOVAL	OMF	$ 9,189	Water Only	100.0%	0.0%	$ 9,189	$ -
425-6020-533.47-01	Water Treatment	PRINTING & BINDING	OMF	$ 6,300	Water Only	100.0%	0.0%	$ 6,300	$ -
425-6020-533.49-04	Water Treatment	LICENSES & PERMITS	OMF	$ 9,000	Water Only	100.0%	0.0%	$ 9,000	$ -
425-6020-533.49-06	Water Treatment	WATER TESTING	OMV	$ 30,180	Water Only	100.0%	0.0%	$ 30,180	$ -
425-6020-533.51-00	Water Treatment	OFFICE SUPPLIES	OMF	$ 1,836	Water Only	100.0%	0.0%	$ 1,836	$ -
425-6020-533.52-02	Water Treatment	GASOLINE/DIESEL	OMV	$ 14,100	Water Only	100.0%	0.0%	$ 14,100	$ -
425-6020-533.52-07	Water Treatment	SUPPLIES - CHEMICALS	OMV	$ 1,098,710	Water Only	100.0%	0.0%	$ 1,098,710	$ -
425-6020-533.52-11	Water Treatment	SUPPLIES - PAINT	OMF	$ 1,800	Water Only	100.0%	0.0%	$ 1,800	$ -
425-6020-533.52-15	Water Treatment	EQUIPMENT LESS THAN $1000	OMF	$ 2,736	Water Only	100.0%	0.0%	$ 2,736	$ -
425-6020-533.52-20	Water Treatment	SUPPLIES -OTHER	OMF	$ 12,582	Water Only	100.0%	0.0%	$ 12,582	$ -
425-6020-533.52-21	Water Treatment	SUPPLIES - SAFETY	OMF	$ 450	Water Only	100.0%	0.0%	$ 450	$ -
425-6020-533.52-22	Water Treatment	SUPP-LANDSCAPING & IRRIG	OMF	$ 1,350	Water Only	100.0%	0.0%	$ 1,350	$ -
425-6020-533.52-23	Water Treatment	SUPPLIES - LABORATORY	OMF	$ 21,150	Water Only	100.0%	0.0%	$ 21,150	$ -
425-6020-533.52-24	Water Treatment	PROTECTIVE CLOTHING	OMF	$ 1,485	Water Only	100.0%	0.0%	$ 1,485	$ -
425-6020-533.52-25	Water Treatment	UNIFORMS	OMF	$ 3,978	Water Only	100.0%	0.0%	$ 3,978	$ -
425-6020-533.54-01	Water Treatment	BOOKS/PUBS/SUBSCRIPTIONS	OMF	$ 450	Water Only	100.0%	0.0%	$ 450	$ -
425-6020-533.54-02	Water Treatment	DUES & MEMBERSHIPS	OMF	$ 1,530	Water Only	100.0%	0.0%	$ 1,530	$ -
425-6020-533.55-20	Water Treatment	TRAINING & SEMINARS	OMF	$ 8,685	Water Only	100.0%	0.0%	$ 8,685	$ -
425-6020-533.64-01	Water Treatment	EQPMT - $1000 OR GREATER	CO	$ 84,000	Water Only	100.0%	0.0%	$ 84,000	$ -
Total Water Treatment				**$ 4,397,978**				**$ 4,397,978**	**$ -**
Water Distribution									
425-6030-533.12-01	Water Distribution	REGULAR SALARIES & WAGES	PS	$ 1,204,894	Water Only	100.0%	0.0%	$ 1,204,894	$ -
425-6030-533.14-01	Water Distribution	PREMIUM	PS	$ 38,029	Water Only	100.0%	0.0%	$ 38,029	$ -
425-6030-533.14-03	Water Distribution	OVERTIME-STRAIGHT	PS	$ 15,174	Water Only	100.0%	0.0%	$ 15,174	$ -
425-6030-533.15-01	Water Distribution	LONGEVITY	PS	$ 18,776	Water Only	100.0%	0.0%	$ 18,776	$ -
425-6030-533.21-00	Water Distribution	FICA TAXES	PS	$ 92,175	Water Only	100.0%	0.0%	$ 92,175	$ -
425-6030-533.22-01	Water Distribution	PENSION - GENERAL	PS	$ 280,744	Water Only	100.0%	0.0%	$ 280,744	$ -
425-6030-533.22-05	Water Distribution	NON REP EMPLOYEES	PS	$ 26,023	Water Only	100.0%	0.0%	$ 26,023	$ -
425-6030-533.23-01	Water Distribution	LIFE INSURANCE	PS	$ 1,304	Water Only	100.0%	0.0%	$ 1,304	$ -
425-6030-533.23-02	Water Distribution	HEALTH INSURANCE	PS	$ 220,843	Water Only	100.0%	0.0%	$ 220,843	$ -
425-6030-533.24-00	Water Distribution	WORKERS' COMPENSATION	PS	$ 24,786	Water Only	100.0%	0.0%	$ 24,786	$ -
425-6030-533.26-00	Water Distribution	BENEFIT OPTION	PS	$ 28,120	Water Only	100.0%	0.0%	$ 28,120	$ -
425-6030-533.27-01	Water Distribution	DISABILITY - LONG TERM	PS	$ 34	Water Only	100.0%	0.0%	$ 34	$ -
425-6030-533.28-00	Water Distribution	DENTAL INSURANCE	PS	$ 395	Water Only	100.0%	0.0%	$ 395	$ -
425-6030-533.29-02	Water Distribution	CELL PHONE ALLOWANCE	PS	$ 3,933	Water Only	100.0%	0.0%	$ 3,933	$ -
425-6030-533.31-03			OMF	$ 450,000	Water Only	100.0%	0.0%	$ 450,000	$ -
425-6030-533.34-00	Water Distribution	OTHER CONTRACTUAL SVCS	OMF	$ 191,439	Water Only	100.0%	0.0%	$ 191,439	$ -
425-6030-533.34-90	Water Distribution	IRRIGATION	OMV	$ 103,000	Water Only	100.0%	0.0%	$ 103,000	$ -
425-6030-533.40-01	Water Distribution	TRAVEL, MEALS, LODGING	OMF	$ 1,800	Water Only	100.0%	0.0%	$ 1,800	$ -
425-6030-533.41-01	Water Distribution	TELEPHONE SERVICE	OMF	$ 558	Water Only	100.0%	0.0%	$ 558	$ -
425-6030-533.41-02	Water Distribution	WIRELESS PHONES & PAGERS	OMF	$ 7,029	Water Only	100.0%	0.0%	$ 7,029	$ -

Schedule 1 - Test Year Expense Allocations

Expense Line Item	Expense Line Item	Expense Line Item	Code	FY 2025 Expense for COSA	Allocation Factor	% Water	% Sewer	FY 2025 Water	FY 2025 Sewer
425-6030-533.43-90	Water Distribution	IRRIGATION-ELECTRICITY	OMF	$ 41,391	Water Only	100.0%	0.0%	$ 41,391	$ -
425-6030-533.46-02	Water Distribution	R & M - SERVICE CONTRACTS	OMF	$ 47,760	Water Only	100.0%	0.0%	$ 47,760	$ -
425-6030-533.46-04	Water Distribution	R & M - FACILITIES	OMF	$ 22,500	Water Only	100.0%	0.0%	$ 22,500	$ -
425-6030-533.46-06	Water Distribution	R & M - GRAVITY SEWER SYS	OMF	$ 2,790	Water Only	100.0%	0.0%	$ 2,790	$ -
425-6030-533.46-07	Water Distribution	R & M - WATER MAINS	OMF	$ 27,000	Water Only	100.0%	0.0%	$ 27,000	$ -
425-6030-533.46-08	Water Distribution	R & M - WATER SERV LINES	OMF	$ 54,180	Water Only	100.0%	0.0%	$ 54,180	$ -
425-6030-533.46-10	Water Distribution	R & M - OTHER	OMF	$ 784	Water Only	100.0%	0.0%	$ 784	$ -
425-6030-533.46-14	Water Distribution	R & M - MACHINERY	OMF	$ 16,650	Water Only	100.0%	0.0%	$ 16,650	$ -
425-6030-533.46-20	Water Distribution	METERS AND METER BOXES	OMF	$ 80,460	Water Only	100.0%	0.0%	$ 80,460	$ -
425-6030-533.46-21	Water Distribution	HYDRANTS AND VALVES	OMF	$ 49,500	Water Only	100.0%	0.0%	$ 49,500	$ -
425-6030-533.46-90	Water Distribution	IRRIGATION	OMV	$ 82,500	Water Only	100.0%	0.0%	$ 82,500	$ -
425-6030-533.47-01	Water Distribution	PRINTING & BINDING	OMF	$ 4,050	Water Only	100.0%	0.0%	$ 4,050	$ -
425-6030-533.49-04	Water Distribution	LICENSES & PERMITS	OMF	$ 3,600	Water Only	100.0%	0.0%	$ 3,600	$ -
425-6030-533.49-14	Water Distribution	DEBRIS REMOVAL	OMF	$ 6,300	Water Only	100.0%	0.0%	$ 6,300	$ -
425-6030-533.49-32	Water Distribution	REBATE PROGRAMS	OMF	$ 81,000	Water Only	100.0%	0.0%	$ 81,000	$ -
425-6030-533.52-02	Water Distribution	GASOLINE/DIESEL	OMV	$ 52,500	Water Only	100.0%	0.0%	$ 52,500	$ -
425-6030-533.52-10	Water Distribution	SUPPLIES - MATERIALS	OMF	$ 56,610	Water Only	100.0%	0.0%	$ 56,610	$ -
425-6030-533.52-15	Water Distribution	EQUIPMENT LESS THAN $1000	OMF	$ 18,000	Water Only	100.0%	0.0%	$ 18,000	$ -
425-6030-533.52-20	Water Distribution	SUPPLIES -OTHER	OMF	$ 18,000	Water Only	100.0%	0.0%	$ 18,000	$ -
425-6030-533.52-24	Water Distribution	PROTECTIVE CLOTHING	OMF	$ 2,925	Water Only	100.0%	0.0%	$ 2,925	$ -
425-6030-533.52-25	Water Distribution	UNIFORMS	OMF	$ 9,000	Water Only	100.0%	0.0%	$ 9,000	$ -
425-6030-533.52-30	Water Distribution	BACKFLOWS	OMF	$ 18,000	Water Only	100.0%	0.0%	$ 18,000	$ -
425-6030-533.54-01	Water Distribution	BOOKS/PUBS/SUBSCRIPTIONS	OMF	$ 450	Water Only	100.0%	0.0%	$ 450	$ -
425-6030-533.54-02	Water Distribution	DUES & MEMBERSHIPS	OMF	$ 675	Water Only	100.0%	0.0%	$ 675	$ -
425-6030-533.55-20	Water Distribution	TRAINING & SEMINARS	OMF	$ 6,975	Water Only	100.0%	0.0%	$ 6,975	$ -
425-6030-533.64-01	Water Distribution	EQPMT - $1000 OR GREATER	CO	$ 103,200	Water Only	100.0%	0.0%	$ 103,200	$ -
Total Water Distribution				**$ 3,515,856**				**$ 3,515,856**	**$ -**
Wastewater Collection									
425-6040-535.12-01	Wastewater Collection	REGULAR SALARIES & WAGES	PS	$ 1,051,048	Sewer Only	0.0%	100.0%	$ -	$ 1,051,048
425-6040-535.14-01	Wastewater Collection	PREMIUM	PS	$ 24,974	Sewer Only	0.0%	100.0%	$ -	$ 24,974
425-6040-535.14-03	Wastewater Collection	OVERTIME-STRAIGHT	PS	$ 10,500	Sewer Only	0.0%	100.0%	$ -	$ 10,500
425-6040-535.15-01	Wastewater Collection	LONGEVITY	PS	$ 21,369	Sewer Only	0.0%	100.0%	$ -	$ 21,369
425-6040-535.21-00	Wastewater Collection	FICA TAXES	PS	$ 80,405	Sewer Only	0.0%	100.0%	$ -	$ 80,405
425-6040-535.22-01	Wastewater Collection	PENSION - GENERAL	PS	$ 217,512	Sewer Only	0.0%	100.0%	$ -	$ 217,512
425-6040-535.22-05	Wastewater Collection	NON REP EMPLOYEES	PS	$ 34,509	Sewer Only	0.0%	100.0%	$ -	$ 34,509
425-6040-535.23-01	Wastewater Collection	LIFE INSURANCE	PS	$ 1,067	Sewer Only	0.0%	100.0%	$ -	$ 1,067
425-6040-535.23-02	Wastewater Collection	HEALTH INSURANCE	PS	$ 169,301	Sewer Only	0.0%	100.0%	$ -	$ 169,301
425-6040-535.24-00	Wastewater Collection	WORKERS' COMPENSATION	PS	$ 20,735	Sewer Only	0.0%	100.0%	$ -	$ 20,735
425-6040-535.26-00	Wastewater Collection	BENEFIT OPTION	PS	$ 24,605	Sewer Only	0.0%	100.0%	$ -	$ 24,605
425-6040-535.27-01	Wastewater Collection	DISABILITY - LONG TERM	PS	$ 47	Sewer Only	0.0%	100.0%	$ -	$ 47
425-6040-535.28-00	Wastewater Collection	DENTAL INSURANCE	PS	$ 468	Sewer Only	0.0%	100.0%	$ -	$ 468
425-6040-535.29-02	Wastewater Collection	CELL PHONE ALLOWANCE	PS	$ 3,363	Sewer Only	0.0%	100.0%	$ -	$ 3,363
425-6040-535.34-00	Wastewater Collection	CONTRACTUAL SVCS	OMF	$ 20,700	Sewer Only	0.0%	100.0%	$ -	$ 20,700
425-6040-535.40-01	Wastewater Collection	TRAVEL, MEALS, LODGING	OMF	$ 900	Sewer Only	0.0%	100.0%	$ -	$ 900
425-6040-535.41-01	Wastewater Collection	TELEPHONE SERVICE	OMF	$ 558	Sewer Only	0.0%	100.0%	$ -	$ 558
425-6040-535.41-02	Wastewater Collection	WIRELESS PHONES & PAGERS	OMF	$ 3,447	Sewer Only	0.0%	100.0%	$ -	$ 3,447
425-6040-535.43-01	Wastewater Collection	ELECTRIC SERVICE	OMV	$ 195,500	Sewer Only	0.0%	100.0%	$ -	$ 195,500
425-6040-535.43-40	Wastewater Collection	WASTEWATER DISPOSAL CHGS	OMV	$ 7,788,937	Sewer Only	0.0%	100.0%	$ -	$ 7,788,937
425-6040-535.44-04	Wastewater Collection	EQUIPMENT RENTALS	OMF	$ 6,300	Sewer Only	0.0%	100.0%	$ -	$ 6,300
425-6040-535.46-11	Wastewater Collection	R & M-LIFT STATIONS	OMF	$ 125,100	Sewer Only	0.0%	100.0%	$ -	$ 125,100
425-6040-535.46-14	Wastewater Collection	R & M - MACHINERY	OMF	$ 90,000	Sewer Only	0.0%	100.0%	$ -	$ 90,000
425-6040-535.47-01	Wastewater Collection	PRINTING & BINDING	OMF	$ 180	Sewer Only	0.0%	100.0%	$ -	$ 180
425-6040-535.49-04	Wastewater Collection	LICENSES & PERMITS	OMF	$ 3,096	Sewer Only	0.0%	100.0%	$ -	$ 3,096
425-6040-535.52-02	Wastewater Collection	GASOLINE/DIESEL	OMV	$ 36,200	Sewer Only	0.0%	100.0%	$ -	$ 36,200
425-6040-535.52-07	Wastewater Collection	SUPPLIES - CHEMICALS	OMV	$ 19,680	Sewer Only	0.0%	100.0%	$ -	$ 19,680
425-6040-535.52-08	Wastewater Collection	SUPPLIES - SOFTWARE	OMF	$ 5,058	Sewer Only	0.0%	100.0%	$ -	$ 5,058
425-6040-535.52-15	Wastewater Collection	EQUIPMENT LESS THAN $1000	OMF	$ 5,220	Sewer Only	0.0%	100.0%	$ -	$ 5,220
425-6040-535.52-20	Wastewater Collection	SUPPLIES -OTHER	OMF	$ 16,290	Sewer Only	0.0%	100.0%	$ -	$ 16,290
425-6040-535.52-24	Wastewater Collection	PROTECTIVE CLOTHING	OMF	$ 2,430	Sewer Only	0.0%	100.0%	$ -	$ 2,430
425-6040-535.52-25	Wastewater Collection	UNIFORMS	OMF	$ 5,400	Sewer Only	0.0%	100.0%	$ -	$ 5,400
425-6040-535.54-01	Wastewater Collection	BOOKS/PUBS/SUBSCRIPTIONS	OMF	$ 900	Sewer Only	0.0%	100.0%	$ -	$ 900
425-6040-535.54-02	Wastewater Collection	DUES & MEMBERSHIPS	OMF	$ 720	Sewer Only	0.0%	100.0%	$ -	$ 720
425-6040-535.55-20	Wastewater Collection	TRAINING & SEMINARS	OMF	$ 10,440	Sewer Only	0.0%	100.0%	$ -	$ 10,440
425-6040-535.64-01	Wastewater Collection	EQPMT - $1000 OR GREATER	CO	$ 123,130	Sewer Only	0.0%	100.0%	$ -	$ 123,130
Total Wastewater Collection				**$ 10,120,089**				**$ -**	**$ 10,120,089**

Schedule 1 - Test Year Expense Allocations

Expense Line Item	Expense Line Item	Expense Line Item	Code	FY 2025 Expense for COSA	Allocation Factor	% Water	% Sewer	FY 2025 Water	FY 2025 Sewer
Renewal and Replacement									
Total Renewal and Replacement				**$ -**				**$ -**	**$ -**
Transfers									
R&R Transfer from Revenue Fund			TO	$ 1,430,588	Weighted Expense	49.8%	50.2%	$ 711,818	$ 718,770
0			TO	$ -	Weighted Expense	49.8%	50.2%	$ -	$ -
Total Transfers				**$ 1,430,588**				**$ 711,818**	**$ 718,770**
Debt Service									
2016A Bonds			DEBT	$ 857,400	Weighted Expense	49.8%	50.2%	$ 426,617	$ 430,783
2016B Bonds			DEBT	$ 500,653	Weighted Expense	49.8%	50.2%	$ 249,110	$ 251,543
Assumed Series 2025 Bonds			DEBT	$ 1,995,000	Water Only	100.0%	0.0%	$ 1,995,000	$ -
New Senior Debt Service (Calculated)			DEBT	$ -	Water Only	100.0%	0.0%	$ -	$ -
Total Debt Service				**$ 3,353,053**				**$ 2,670,727**	**$ 682,326**
Cash-Funded Capital									
Cash Funded CIP (PAYGO)			CIP	$ 252,000	5-Year CIP	95.4%	4.6%	$ 240,347	$ 11,653
Total Cash-Funded Capital				**$ 252,000**				**$ 240,347**	**$ 11,653**
Change of Fund Balance									
Change of Fund Balance			N/A	$ 624,214	Weighted Revenues	40.4%	59.6%	$ 252,377	$ 371,837
Total Change of Fund Balance				**$ 624,214**				**$ 252,377**	**$ 371,837**
Total Expenses				**$ 30,677,232**				**$ 15,264,081**	**$ 15,413,150**
								50%	50%

Schedule 2 - Test Year Revenue Allocations

Revenue Line Item	FY 2025 Revenue for COSA	Allocation Factor	Water %	Sewer	FY 2025 Water	FY 2025 Sewer
Water Base Rate Revenue	$ 5,608,228	Water Only	100.0%	0.0%	$ 5,608,228	$ -
Water Usage Rate Revenue	5,860,541	Water Only	100.0%	0.0%	5,860,541	-
Sewer Base Rate Revenue	7,966,007	Sewer Only	0.0%	100.0%	-	7,966,007
Sewer Usage Rate Revenue	9,165,191	Sewer Only	0.0%	100.0%	-	9,165,191
GUARANTEED WATER	12,000	Water Only	100.0%	0.0%	12,000	-
BACKFLOW RECERTIFICATION	25,000	Water Only	100.0%	0.0%	25,000	-
FIRE LINE CHARGES	145,000	Water Only	100.0%	0.0%	145,000	-
GUARANTEED WASTEWATER	27,000	Sewer Only	0.0%	100.0%	-	27,000
GREASE TRAP/DUMPSTER CHG	7,350	Sewer Only	0.0%	100.0%	-	7,350
LATE CHARGES	250,000	Weighted Revenues	40.4%	59.6%	101,078	148,922
MISC SERVICE CHARGES	330,000	Weighted Revenues	40.4%	59.6%	133,423	196,577
SALE OF SURPLUS MATERIALS	4,000	Weighted Revenues	40.4%	59.6%	1,617	2,383
Interest Income						
Interest Income	$ 1,276,915	Weighted Revenues	40.4%	59.6%	$ 516,271	$ 760,643
Connection Fees Contributing to Debt Service						
Total Revenues	**$ 30,677,232**				**$ 12,403,159**	**$ 18,274,073**

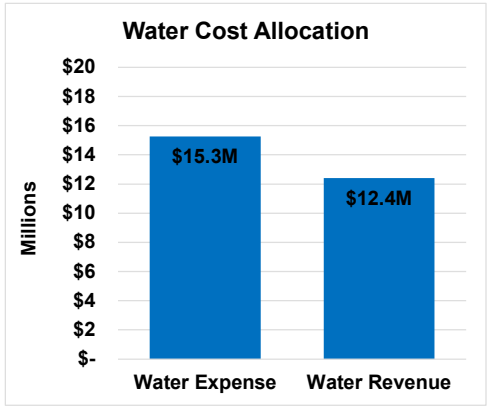
Schedule 3 - Cost Allocation Factors

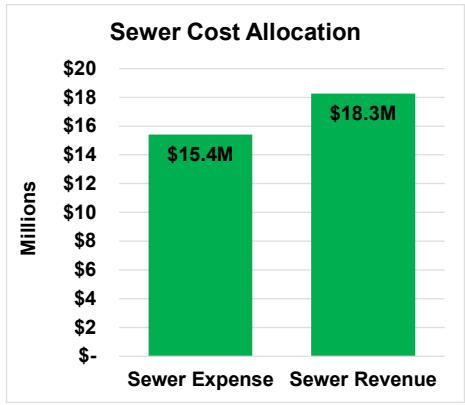
Factor	Water	Sewer	Water	Sewer	
Water Only	100.0%	0.0%			
Sewer Only	0.0%	100.0%			
Accounts	50.0%	50.0%	20,240	20,240	
Billed Volume	50.0%	50.0%	1,906,781	1,903,119	
5-Year CIP	95.4%	4.6%	$152,881,193	$7,412,462	
Weighted Expense	49.8%	50.2%	$15,264,081	$15,413,150	Schedule 1
Weighted Revenues	40.4%	59.6%	$12,403,159	$18,274,073	Schedule 2

Schedule 4 - Summary

Expense Type	Water Expense	Water Revenue	Sewer Expense	Sewer Revenue	Total Expense	Total Revenue
Personnel Services	$ 4,486,348		$ 2,432,042		$ 6,918,390	
Variable Operations & Maintenance Costs	$ 1,876,407		$ 8,060,630		$ 9,937,037	
Fixed Operations & Maintenance Costs	$ 3,907,008		$ 2,071,812		$ 5,978,821	
Capital Outlay	$ 197,151		$ 133,179		$ 330,330	
Transfers Out	$ 711,818		$ 718,770		$ 1,430,588	
Other Below the Line Expenses	$ 921,898		$ 930,901		$ 1,852,799	
Debt Service	$ 2,670,727		$ 682,326		$ 3,353,053	
Capital Improvement Program	$ 240,347		$ 11,653		$ 252,000	
Change in Fund Balance	$ 252,377		$ 371,837		$ 624,214	
Total	**$ 15,264,081**	**$ 12,403,159**	**$ 15,413,150**	**$ 18,274,073**	**$ 30,677,232**	**$ 30,677,232**

	WATER	SEWER
Cost Allocation Co	$ (2,860,923)	$ 2,860,923





APPENDIX C: PROPOSED RATES

Schedule 1 Proposed FY 2025 Rates

	Current	Proposed Effective 10/1/24
SINGLE FAMILY RESIDENTIAL WATER RATES		
Customer Service / Billing Charge	$2.48	$2.48
Service Availability Charge / All Meter Sizes	$9.29	$12.29
Commodity Charges per Thouand Gallons		
0 - 3,000 gallons	$1.77	$2.22
3,001 - 6,000 gallons	$2.36	$3.59
6,001 - 12,000 gallons	$3.56	$6.11
12,001 gallons	$6.23	$8.89
MULTI-FAMILY RESIDENTIAL WATER RATES		
Customer Service / Billing Charge ***(per bill)*** *	$2.48	$2.48
Service Availability Charge (***per unit)*** / All Meter Sizes	$7.73	$10.22
Commodity Charges per Thouand Gallons ***(per unit)***		
0 - 2,000 gallons	$1.77	$2.22
2,001 - 5,000 gallons	$2.36	$3.59
5,001 - 10,000 gallons	$3.56	$6.11
10,001 gallons	$6.23	$8.89
COMMERCIAL WATER RATES		
Customer Service / Billing Charge	$2.48	$2.48
Service Availability Charge (by Meter Size)		

Meter Size	Number of ERCs	Amount	
5/8”	1.00	$14.49	$19.16
1”	2.50	$36.23	$47.92
1-1/2”	5.00	$72.45	$95.82
2”	8.00	$115.92	$153.31
3”	16.00	$231.84	$306.62
4”	25.00	$362.25	$479.09
6”	50.00	$724.50	$958.18
8”	80.00	$1,159.20	$1,533.08

Commodity Charges per Thouand Gallons

Meter Size	First Consumption Block	Second Consumption Block	
	$2.36	$3.56	$3.59
5/8”	0 - 6,000 gallons	6,001 plus gallons	All Use
1”	0 - 15,000 gallons	15,001 plus gallons	All Use
1-1/2”	0 - 30,000 gallons	30,001 plus gallons	All Use
2”	0 - 48,000 gallons	48,001 plus gallons	All Use
3”	0 - 96,000 gallons	96,001 plus gallons	All Use
4”	0 - 150,000 gallons	150,001 plus gallons	All Use
6”	0 - 300,000 gallons	300,001 plus gallons	All Use
8”	0 - 480,000 gallons	480,001 plus gallons	All Use

IRRIGATION WATER RATES			
Customer Service / Billing Charge	$2.48	$2.48	
Service Availability Charge (by Meter Size)			
Meter Size	Number of ERCs	Amount	
5/8”	1.00	$14.49	$19.16
1”	2.50	$36.23	$47.92
1-1/2”	5.00	$72.45	$95.82
2”	8.00	$115.92	$153.31
3”	16.00	$231.84	$306.62
4”	25.00	$362.25	$479.09
6”	50.00	$724.50	$958.18
8”	80.00	$1,159.20	$1,533.08

Commodity Charges per Thouand Gallons

Meter Size	First Consumption Block	Second Consumption Block	First Consumption Block	Second Consumption Block
	$3.56	$6.23	$6.11	$8.89
5/8”	0 - 6,000 gallons	6,001 plus gallons	0 - 6,000 gallons	6,001 plus gallons
1”	0 - 15,000 gallons	15,001 plus gallons	0 - 15,000 gallons	15,001 plus gallons
1-1/2”	0 - 30,000 gallons	30,001 plus gallons	0 - 30,000 gallons	30,001 plus gallons
2”	0 - 48,000 gallons	48,001 plus gallons	0 - 48,000 gallons	48,001 plus gallons
3”	0 - 96,000 gallons	96,001 plus gallons	0 - 96,000 gallons	96,001 plus gallons
4”	0 - 150,000 gallons	150,001 plus gallons	0 - 150,000 gallons	150,001 plus gallons
6”	0 - 300,000 gallons	300,001 plus gallons	0 - 300,000 gallons	300,001 plus gallons
8”	0 - 480,000 gallons	480,001 plus gallons	0 - 480,000 gallons	480,001 plus gallons

Water and Wastewater Current & Proposed Rates — Schedule 1

		Current	Proposed
SINGLE FAMILY RESIDENTIAL WASTEWATER RATES			
Customer Service / Billing Charge		$2.48	$2.48
Service Availability Charge / All Meter Sizes		$16.27	$16.27
Commodity Charges per Thouand Gallons			
0 - 12,000 gallons (capped at 12,000 gallons)		$4.80	$4.80
MULTI-FAMILY RESIDENTIAL WASTEWATER RATES			
Customer Service / Billing Charge ***(per bill)*** *		$2.48	$2.48
Service Availability Charge (***per unit)*** / All Meter Sizes		$13.35	$13.35
Commodity Charges per Thouand Gallons ***(per unit)***			
0 - 10,000 gallons (capped at 10,000 gallons)		$4.80	$4.80
(All MFR calculations are based in individual units)			
COMMERCIAL WASTEWATER RATES			
Customer Service / Billing Charge		$2.48	$2.48
Service Availability Charge (by Meter Size)			
Meter Size	Number of ERCs	Amount	
5/8”	1.00	$23.45	$23.45
1”	2.50	$58.63	$58.63
1-1/2”	5.00	$117.25	$117.25
2”	8.00	$187.60	$187.60
3”	16.00	$375.20	$375.20
4”	25.00	$586.25	$586.25
6”	50.00	$1,172.50	$1,172.50
8”	80.00	$1,876.00	$1,876.00
Commodity Charges per Thouand Gallons			
All Use		$4.80	$4.80

* Customer Service/Billing Charge should be applied per bill and not per unit.

APPENDIX D: MISCELLANEOUS FEES

Schedule 1 Existing and Proposed Miscellaneous Fees

Miscellaneous Rates, Fees, and Charges

Schedule 1

Line	USER FEES	Current FY 24 ($)	Calculated ($)	Proposed FY 25 ($)	Change ($)
1	Meter Turn On/New Service (Normal Business Hours)	$40.00	$67.75	$70.00	$30.00
2	Meter Turn On/New Service (After Normal Business Hours)	$140.00	$114.16	$115.00	$(25.00)
3	Meter Turn Off (Normal Business Hours)	$40.00	67.75	$70.00	$30.00
4	Meter Turn Off (After Normal Business Hours)	$140.00	$114.16	$115.00	$(25.00)
5	Back Flow Charge	$45.00	$47.04	$45.00	$-
6	Damaged Backflow Charge	At Cost	$1,122.15	At Cost	N/A
7	Jumper Change (First Offense)	$100.00	485.72	$500.00	$400.00
8	Jumper Change (Second Offense)	$250.00	$485.72	$500.00	$250.00
9	Jumper Change (Third Offense)	$500.00	485.72	$500.00	$-
10	Lien Filing Fee	At Cost	-	At Cost	N/A
11	Lien Release Fee	At Cost	$-	At Cost	N/A
12	Meter Testing	At Cost	$673.55	At Cost	N/A
13	Reconnect Fee (After Normal Business Hours)	$140.00	86.32	$115.00	$(25.00)
14	Re-Read at Customer Request (Normal Business Hours)	$40.00	$55.47	$55.00	$15.00
15	Tampering Charge Guaranteed	$100.00	$617.66	$500.00	$400.00
16	Revenue Interest Rate	10% per annum	-	10% per annum	N/A
17	Line Breaks, or other Discretionary Fees (Personnel)	Labor Rate	273.82	Labor Rate	N/A
18	Line Breaks, or other Discretionary Fees (Materials)	At cost plus 15% Admin Fee	$1,188.00	At cost plus 15% Admin Fee	N/A
19	Line Breaks, or other Discretionary Fees (Equipment)	FEMA Rate Schedule	$359.19	FEMA Rate Schedule	N/A
20	Residential Connection Fee With Box (5/8")	$150.00	$749.66	$750.00	$600.00
21	Residential Connection Fee Without Box (5/8")	$86.00	$492.53	$500.00	$414.00
22	Residential Connection Fee With Box (1")	$330.00	859.66	$860.00	$530.00
23	Residential Connection Fee Without Box (1")	$150.00	$602.53	$600.00	$450.00
24	Residential Connection Fee With Box (1-1/2")	$455.00	$1,409.66	$1,400.00	$945.00
25	Residential Connection Fee Without Box (1-1/2")	$275.00	1,042.53	$1,050.00	$775.00
26	Residential Connection Fee With Box (2")	$505.00	$2,069.14	$2,070.00	$1,565.00
27	Residential Connection Fee Without Box (2")	$360.00	1,702.53	$1,700.00	$1,340.00
28	Residential Connection Fee With Box (Over 2")	By agreement	4,342.89	By agreement	N/A
29	Residential Connection Fee Without Box (Over 2")	By agreement	4,012.89	By agreement	N/A
30	Commercial/Multi-Family Connection Fee With Box (5/8")	$150.00	749.66	$750.00	$600.00
31	Commercial/Multi-Family Connection Fee Without Box (5/8")	$86.00	492.53	$500.00	$414.00
32	Commercial/Multi-Family Connection Fee With Box (1")	$330.00	859.66	$860.00	$530.00
33	Commercial/Multi-Family Connection Fee Without Box (1")	$150.00	$602.53	$600.00	$450.00
34	Commercial/Multi-Family Connection Fee With Box (1.5")	$455.00	1,409.14	$1,400.00	$945.00
35	Commercial/Multi-Family Connection Fee Without Box (1.5")	$275.00	$1,042.53	$1,050.00	$775.00
36	Commercial/Multi-Family Connection Fee With Box (2")	$505.00	$2,142.89	$2,070.00	$1,565.00
37	Commercial/Multi-Family Connection Fee Without Box (2")	$360.00	$1,702.53	$1,700.00	$1,340.00
38	Renters Connection Fee With Box (5/8")	$150.00	$749.66	$750.00	$600.00
39	Renters Connection Fee Without Box (5/8")	$86.00	$492.53	$500.00	$414.00
40	Renters Connection Fee With Box (1")	$330.00	$859.66	$860.00	$530.00
41	Renters Connection Fee Without Box (1")	$150.00	$602.53	$600.00	$450.00
42	Renters Connection Fee With Box (1.5")	$455.00	$1,409.66	$1,400.00	$945.00
43	Renters Connection Fee Without Box (1.5")	$275.00	$1,042.53	$1,050.00	$775.00
44	Renters Connection Fee With Box (2")	$505.00	$2,142.89	$2,070.00	$1,565.00
45	Renters Connection Fee Without Box (2")	$360.00	$1,776.01	$1,700.00	$1,340.00
46	Construction Connection Fee with Box (5/8")	$150.00	$717.16	$750.00	$600.00
47	Construction Connection Fee with Box (Over 5/8")	By agreement	$2,078.93	By agreement	N/A

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	August 27, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	State of the City Discussion *Requested by Commissioner Krystal Patterson*

ATTACHMENTS: