CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, October 22, 2025
9:30 AM

CALL TO ORDER:

ROLL CALL:

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

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a **Zipcode Update Presentation**
Presented by Perry S. Adair, Government Relations Specialist, Becker & Poliakoff

2.b **Presentation of certificates to the Challenger Elementary School winners of the Fire Prevention Month Poster and Essay Contest.**
Requested by Division Chief Tommy Demopoulos

2.c **Fire Prevention Week Proclamation**
Requested by Assistant Fire Marshal Rebecca Geimer

2.d **Turkish Republic Day Proclamation**
Requested by City Manager, Levent Sucouglu

2.e **Domestic Violence Awareness Proclamation**
Requested by Vice Mayor Kicia Daniel & Co-sponsored by Mayor Michelle J. Gomez

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

2.g **National Red Ribbon Week**

Requested by Mayor Michelle J. Gomez

2.h Florida League of Cities Government Week Proclamation
Requested by Vice Mayor Kicia Daniel

2.i Presentation of Medal of Honor and Pink Hero Award to various Breast Cancer/Cancer Survivors.
Requested by Commissioner Marlon Bolton

2.j Employee Service Awards

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

20 Year Award
Nora Carles
Christine Bosco
Dina Lugger
Gary Meyer
Paul Johnson

2.k BSO Monthly Update
Presented by Captain David Franks

3. PUBLIC PARTICIPATION

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

Members of the public wishing to provide comments to the City Commission, on any matter, including items on the agenda, may submit their comments via email to cityclerk@tamarac.gov. All comments submitted by email shall be made part of the public record. The City has authority under the City Code to regulate the manner in which comments are made during any public meeting. Please be advised, 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 TR14323 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the execution of an Agreement with Allied Universal Corporation, to provide sodium hypochlorite solution for water treatment purposes; authorizing expenditures from the appropriate accounts in an amount not to exceed $440,880.00, utilizing contract pricing for the same or similar products per the Agreement between Charlotte County Bid No. 25-605 and Allied Universal Corporation; for said purpose; providing for conflicts; providing for severability; and providing for an effective date.

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

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

6. REGULAR AGENDA

6.a TR14326 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the Health Insurance Program; modifying the Health Insurance Waiver Program and Cigna's Wellness and Technology Outlay; providing for conflicts; providing for severability; and providing for an effective date.

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

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

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

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

7. ORDINANCE(S) - FIRST READING

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

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

8. ORDINANCE(S) - SECOND READING

8.a **TO2611 - An Ordinance of the City of Tamarac, Florida, amending Section 10-5.7 entitled "New Development Impact Fees" of Chapter 10, of the Tamarac City Code, adopting the City of Tamarac Impact Fee Study, attached hereto as Exhibit "A"; by amending the Impact Fee Schedule and Land Use Categories, providing for an increase to the current impact fee rate of 25% for Governmental Facilities, Parks and Recreational Facilities and Multimodal Transportation; re-establishing criteria and administrative procedures for the assessment and collection of impact fees, providing updated guidelines for the**

phasing of impact fee increases, processing of refunds, credits, and fair share agreements relative to the city's impact fee program; providing for notice and implementation; providing for codification; providing a savings provision, providing a conflicts provision, providing for severability, and providing for an effective date.

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

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

11. OTHER

12. ADJOURNMENT

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

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

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person, requiring any accommodations or assistance, please notify the City Clerk's Office at 954-597-3505 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
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Zipcode Update Presentation *Presented by Perry S. Adair, Government Relations Specialist, Becker & Poliakoff*

ATTACHMENTS:

TAMARAC
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AGENDA ITEM NO. 2.b

CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Presentation of certificates to the Challenger Elementary School winners of the Fire Prevention Month Poster and Essay Contest. *Requested by Division Chief Tommy Demopoulos*
RECOMMENDATION:	N/A

ATTACHMENTS:

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Ann Marie Gordon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Fire Prevention Week Proclamation *Requested by Assistant Fire Marshal Rebecca Geimer*

ATTACHMENTS:
Proclamation Fire Prevention Week.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Assistant Fire Marshal Rebecca Geimer

WHEREAS*, Fire Prevention Week is observed annually to raise awareness about fire safety and prevention, and to encourage communities to take proactive measures to reduce fire hazards; and*

WHEREAS, *the theme for Fire Prevention Week 2025 is "Charge into Fire Safety: Lithium-Ion Batteries in Your Home," a timely reminder of the increasing presence of lithium-ion batteries in homes, workplaces, and daily life, and the importance of safely managing and using these devices; and*

WHEREAS, *Lithium-ion batteries, commonly used in electronic devices such as smartphones, laptops, and electric vehicles, are convenient and powerful, but they also present unique safety challenges that can result in fires or explosions if not handled properly; and*

WHEREAS, *Fires caused by lithium-ion batteries can occur due to improper charging, poor quality batteries, or faulty storage and disposal practices; and*

WHEREAS, *the campaign urges everyone to* ***BUY, CHARGE,*** *and* ***RECYCLE*** *lithium-ion batteries safely, stressing the need for consumers to purchase high-quality batteries, charge them according to manufacturer instructions, avoid overcharging, and properly dispose of old batteries at designated recycling centers; and*

WHEREAS, *The National Fire Protection Association (NFPA) and fire safety organizations across the nation are working to educate the public on the importance of these safety practices, while reminding individuals to never leave devices charging unattended, never charge devices on combustible surfaces, and to store batteries in cool, dry places away from excessive heat or moisture; and*

WHEREAS, *Tamarac Fire Rescue is dedicated to providing education, resources, and fire safety programs to protect the community and ensure safe practices when using lithium-ion batteries and encourages all residents to take part in fire prevention efforts to minimize the risks of battery-related fires.*

NOW, THEREFORE, *I, Michelle Gomez, Mayor of the City of Tamarac, Broward County, Florida, do hereby proclaim the week of October 5-11, 2025, as Fire Prevention Week in the City of Tamarac and urge all residents and businesses to educate themselves on the safe use of lithium-ion batteries, promote the importance of proper buying, charging, and recycling practices, and prioritize fire safety in their homes.*

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of October 2025.*

Michelle J. Gomez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Turkish Republic Day Proclamation *Requested by City Manager, Levent Sucouglu*

ATTACHMENTS:
Proclamation Turkish Republic Day w-ribbon.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by City Manager Levent Sucuoglu

***WHEREAS**, on October 29, 1923, the Republic of Turkey was founded by Mustafa Kemal Atatürk as a parliamentary democracy, marking a transformative moment in modern history through the embrace of secular governance, civic reform, and national pride; and*

***WHEREAS**, the Republic of Turkey has remained a committed ally to the United States, contributing to peacekeeping, diplomacy, and mutual defense efforts as a longstanding member of NATO and an advocate for regional stability; and*

***WHEREAS**, Turkey's unique position as a bridge between East and West offers valuable cultural, economic, and strategic perspectives. As one of the first secular republics established in the Muslim world, Turkey has long played a vital role in promoting democratic values, global dialogue, and international cooperation;*

***WHEREAS**, individuals of Turkish origin contribute meaningfully to communities across the United States, including here in the City of Tamarac, where we value diversity, civic engagement, and cultural celebration as cornerstones of community life; and*

***WHEREAS**, Tamarac is a proudly multicultural and multigenerational community, with over 40% of its residents born outside the United States. We recognize the contributions of Turkish Americans and other immigrant communities in enriching our city's cultural, civic, and economic life through business, education, the arts, and public service; and*

***WHEREAS**, Turkish Republic Day provides an opportunity for residents of all backgrounds to celebrate the ideals of democracy, independence, and mutual respect that unite our communities, and to honor the enduring friendship between Turkey and the United States;*

***NOW, THEREFORE, I**, Michelle J. Gomez, Mayor of the City of Tamarac, Florida, on behalf of the City Commission, do hereby proclaim Wednesday, October 29, 2025, as:*

"Turkish Republic Day."

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of October 2025.*

Michelle J. Gomez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Domestic Violence Awareness Proclamation *Requested by Vice Mayor Kicia Daniel & Co-sponsored by Mayor Michelle J. Gomez*

ATTACHMENTS:
Daniel request form.pdf
Gomez request form.pdf
Domestic Violence Awareness Proclamation.pdf

Commission Agenda Request Form

Requested by: Dr. Kicia Daniel, Vice Mayor, District 4

Meeting Date: 10/22/2025

Agenda Item Title:
Domestic Violence Awareness Proclamation

Item Description:
Proclamation to recognize October 2025, as Domestic Violence Awareness Month.

Proclamation Request

Supporting attachment is forthcoming.

☑ **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

Tami Taylor Johnson

Key: 1dacc9970e1876684e959e225bdc9e35

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 10/22/2025

Agenda Item Title:

Item Description:

Proclamation Request

Domestic Violence Awareness Month
South Florida Mental Wellness Summit & Expo Day
National Red Ribbon Week

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

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Vice Mayor Dr. Kicia Daniel & Co-Sponsored by Mayor Michelle J Gomez

WHEREAS, *the residents of Tamarac are this City's most precious resource and ensuring their safety, well-being and positive development are priorities and responsibilities that we all share;*

WHEREAS, *1 in 3 women, 35.6% and 1 in 4 men, 28.5% in the US have experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime; and*

WHEREAS, *1 and 10 high school students have experienced physical violence from a dating partner in the past year; and*

WHEREAS, *last year there were more than 120,000 cases of domestic violence reported in the State of Florida and there are countless cases that go unreported; and*

WHEREAS, *intimate partner violence affects more than 12 million people every year; and*

WHEREAS, *nearly a third of women murdered each year in the US are killed by domestic violence and are more likely to be killed with a firearm than all other means combined; and*

WHEREAS, *Survivors are 3 times more likely to meet the criteria for PTSD, engage in self-harming behaviors, have suicidal thoughts, to be diagnosed with an anxiety disorder; and*

WHEREAS, *Survivors are 6 times more likely to have a substance use disorder; and*

WHEREAS, *the trauma of domestic violence can impact a survivor's mental health; survivors who experience these traumatic effects face increased targeting, abuse and victimization by ex-partners; and*

WHEREAS, *it is essential that programs and advocates are prepared to offer relevant and affirming support for survivors who experience effects of abuse, as well as their families; and*

WHEREAS, *in raising awareness and educating audiences about domestic violence and providing access to resources to understand healthy relationships, we can work to stop domestic violence against Tamarac residents; and*

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

"Domestic Violence Awareness Month"

Dr. Kicia Daniel, Vice Mayor

Michelle J. Gomez, Mayor

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of October 2025.*

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	South Florida Mental Wellness Summit & Expo Day *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Gomez request form.pdf
SOUTH FLORIDA MENTAL WELLNESS SUMMIT & EXPO DA.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 10/22/2025

Agenda Item Title:

Item Description:

Proclamation Request

Domestic Violence Awareness Month
South Florida Mental Wellness Summit & Expo Day
National Red Ribbon Week

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eSigned via GovOS.com

Michelle J. Gomez

Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Mayor Michelle J Gomez

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

WHEREAS, *in response to the need for self-care and identifying and treating mental illness, a grassroots effort was undertaken by the principal mental health providers in Broward County (including county/federal government, private sector, and nonprofit organizations), to join forces in a historic effort to increase awareness and education by holding a summit on October 23, 2025, which is open to the general public for a nominal $15 admission fee including parking, breakfast, and lunch; and*

WHEREAS, *the inaugural South Florida Mental Wellness Summit & Expo titled "Resilience in Action, A Community Conversation on Mental Health", presented by Mental Health America of Southeast Florida, Aetna, and Bristol Myers Squibb, brings together the leading mental health providers in South Florida from county/federal government, private practice, nonprofits, and academia to discuss and examine the current issues relating to mental health affecting all populations in Broward County; and*

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

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

NOW THEREFORE, I, *Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, encourage everyone to acknowledge the importance of mental wellness, and to strive to better understand the issues surrounding mental illness and the challenges facing those in our community who are affected, and do hereby proclaim October 23, 2025 in the City of Tamarac as:*

"SOUTH FLORIDA MENTAL WELLNESS SUMMIT & EXPO DAY"

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of October 2025.*

Michelle J Gómez

Michelle J. Gomez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	National Red Ribbon Week *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
National Red Ribbon Week 2025.pdf
Gomez request form.pdf



Proclamation

Requested by Mayor Michelle J. Gómez

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

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

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

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

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

WHEREAS, *October 23 through 31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment; and*

NOW, THEREFORE, *I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, do hereby urge all citizens to join me in the special observance and proclaim October 23rd through October 31st, 2025 as:*

"NATIONAL RED RIBBON WEEK"

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of October, 2025.*

Michelle J. Gómez, Mayor

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Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 10/22/2025

Agenda Item Title:

Item Description:

Proclamation Request

Domestic Violence Awareness Month
South Florida Mental Wellness Summit & Expo Day
National Red Ribbon Week

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eSigned via GovOS.com

Michelle J. Gomez

Key: 1dacc9970e1876684e959e225bdc9e35

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Florida League of Cities Government Week Proclamation *Requested by Vice Mayor Kicia Daniel*

ATTACHMENTS:
FLORIDA CITY GOVERNMENT WEEK.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Vice Mayor Dr. Kicia Daniel

WHEREAS, *city government is the level of government closest to the people, providing essential programs and services that enrich the community, enhance the quality of life, and make the City of Tamarac a place residents are proud to call home; and*

WHEREAS, *city government relies on the engagement, trust, and understanding of its citizens, while city officials and employees play a vital role in fostering public awareness of municipal services and their benefits; and*

WHEREAS, *Florida City Government Week offers an opportunity to increase public knowledge of how municipal government works, recognize the dedicated individuals who serve our residents daily, and encourage community participation; and*

WHEREAS, *the Florida League of Cities, in partnership with municipalities across the state, promotes education and awareness about local government through a variety of community-focused programs and activities; and*

WHEREAS, *the City of Tamarac encourages all residents, city officials, employees, schools, civic groups, and community organizations to actively participate in and support events that celebrate Florida City Government Week; and*

WHEREAS, *the City of Tamarac proudly recognizes the invaluable contributions of its elected officials, dedicated staff, and community partners who work together to maintain a safe, inclusive, and thriving city; and*

WHEREAS, *the City of Tamarac supports and encourages all Florida cities to actively promote and participate in Florida City Government Week.*

NOW, THEREFORE, *on behalf of the City of Tamarac, Broward County, Florida, we hereby proclaim* ***October 20-26, 2025****, as:*

"FLORIDA CITY GOVERNMENT WEEK"

Dr. Kicia Daniel, Vice Mayor

Michelle J. Gomez, Mayor

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of October 2025.*

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Presentation of Medal of Honor and Pink Hero Award to various Breast Cancer/Cancer Survivors. *Requested by Commissioner Marlon Bolton*

ATTACHMENTS:
Bolton Request Form.pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, District 1

Meeting Date: 10/22/2025

Agenda Item Title:
Presentation of Medal of Honor and Pink Hero Award to various Breast Cancer/Cancer Survivors.

Item Description:
Presentation of Medal of Honor and Pink Hero Award to various Breast Cancer/Cancer Survivors.

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
Marlon Bolton
Key: 1dacc9970e1876684e959e225bdc9e35

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CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Employee Service Awards

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

20 Year Award
Nora Carles
Christine Bosco
Dina Lugger
Gary Meyer
Paul Johnson

ATTACHMENTS:
City Clerk Memo 10-22-25 Comm. Meeting.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT

TO: City Clerk **DATE:** October 2, 2025

FROM: Benefits Manager **RE:** Employee Service Awards
October 22, 2025, Commission Meeting

The following is a list of employees to be recognized at the City Commission Meeting scheduled for October 22, 2025.

SERVICE AWARDS

Employee Name	Job Title	Department	Length of Service
Anthony Escobedo	Firefighter Paramedic	Fire Rescue	10 yrs
Kingman Mais	LT Paramedic	Fire Rescue	10 yrs
Joe Nogami	Firefighter Paramedic	Fire Rescue	10 yrs
James Sheddy	Firefighter Paramedic	Fire Rescue	10 yrs
Nico Vallorani	Firefighter Paramedic	Fire Rescue	10 yrs
Tyus Seymour	Water Plant Operator A	Public Services	10 yrs
Michael Valeri III	Water Plant Lead Operator	Public Services	10 yrs
Michael Rini	Parks and Rec Site Supervisor	Parks and Recreation	10 yrs
Nora Carles	Assistant Director of HR	Human Resources	20 yrs
Christine Bosco	Administrative Assistant	Community Development	20 yrs
Dina Lugger	Senior Code Compliance Officer	Community Development	20 yrs
Gary Meyer	Senior Chemist	Public Services	20 yrs
Paul Johnson	Construction Superintendent	Public Services	20 yrs

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

Arlene M Walsh

Arlene Walsh

cc: Human Resources Director
Assistant City Clerk

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	October 22, 2025
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	BSO Monthly Update *Presented by Captain David Franks*

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14323

AGENDA SECTION: **CONSENT AGENDA**

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

RECOMMENDATION: The Public Services Director recommends that the City Commission approve and authorize the execution of a Piggyback Agreement with Allied Universal Corporation for the purchase of sodium hypochlorite solution, utilizing Charlotte County Bid No. 25-605; authorize the City Manager, or designee, to approve month-to-month extensions of the Piggyback Agreement following its expiration on September 30, 2026, as necessary to ensure continued supply; and authorize expenditures from the appropriate accounts in an amount not to exceed the approved annual budget for this purpose. This item will be placed on the October 22, 2025, Commission meeting agenda.

BACKGROUND: The City of Tamarac utilizes sodium hypochlorite solution, which is similar to chlorine bleach, as the City's primary method of disinfection in the water treatment process.

The City previously operated an on-site electrolytic sodium hypochlorite generation system, installed in 2005, to support the water treatment process. Bulk deliveries were used as a supplemental source during planned maintenance of the

system. Over time, the system experienced persistent operational challenges, including frequent unplanned shutdowns and diminished flow capacity, leading to the decision to discontinue its use and rely solely on bulk delivery. The on-site generation system is no longer operational, is not practical to repair, and is scheduled for removal as part of the proposed Water Treatment Plant Control Building Project. Accordingly, bulk delivery has become the City's primary method for supplying sodium hypochlorite solution for water treatment.

This Agreement is for utilizing Allied Universal Corporation as a primary supplier of sodium hypochlorite, utilizing Charlotte County Bid No. 25-605 in an amount not to exceed the annual adopted budget for said purpose. The new contract unit price of $1.77 per gallon represents an increase up from $1.67 in FY25. The previous Charlotte County Contract (Bid No. 2024000547) included an option to renew after September 30, 2025; however, Charlotte County decided to re-bid the contract as opposed to extending the previous one.

For FY26, the City anticipates an estimated requirement of 240,000 gallons of sodium hypochlorite. Actual consumption will depend on the volume of water treated and distributed from the plant, with proportional adjustments in sodium hypochlorite usage expected in response to fluctuations in system-wide water demand, provided other treatment and distribution factors remain constant. As a result, the actual quantity of bulk sodium hypochlorite required for drinking water disinfection may vary from the projected estimate, which may also affect overall costs. Accordingly, approval is requested for expenditures not to exceed the adopted annual budget, or as amended by the City Commission, for the purchase of bulk sodium hypochlorite for the City's water treatment operations.

ISSUE:

The purchase of sodium hypochlorite solution for water treatment purposes, at a cost not to exceed the approved annual budget, utilizing Charlotte County Bid No. 25-605.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR_14323_-_Hypo_Memo_10.09.25_MOA.docx
TR_14323_-_Reso__Hypo_10.09.25_MOA.pdf

Exhibit A -TR 14323 Purchase of Sodium Hypochlorite.pdf
Exhibit B -TR 14323 C~O Tamarac Allied Signed piggyback agreement 10-09-25.pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

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

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

From: **Anthony Licata, Water Treatment Plant Superintendent**

Date: **September 22, 2025**

Re: **Temp. Reso. # 14323 - FY 2026 Purchase of Sodium Hypochlorite Solution – City Commission Meeting of October 22, 2025**

Recommendation:
The Public Services Director recommends that the City Commission approve and authorize the execution of an Agreement with Allied Universal Corporation for the purchase of sodium hypochlorite solution, utilizing Charlotte County Bid No. 25-605; authorize the City Manager, or designee, to approve month-to-month extensions of the Agreement following its expiration on September 30, 2026, as necessary to ensure continued supply; and authorize expenditures from the appropriate accounts in an amount not to exceed the approved annual budget for this purpose. This item will be placed on the October 22, 2025, Commission meeting agenda.

Issue:
The purchase of sodium hypochlorite solution for water treatment purposes, at a cost not to exceed the approved annual budget, utilizing Charlotte County Bid No. 25-605.

Background:
The City of Tamarac utilizes sodium hypochlorite solution, which is similar to chlorine bleach, as the City's primary method of disinfection in the water treatment process.

The City previously operated an on-site electrolytic sodium hypochlorite generation system, installed in 2005, to support the water treatment process. Bulk deliveries were used as a supplemental source during planned maintenance of the system. Over time, the system experienced persistent operational challenges, including frequent unplanned shutdowns and diminished flow capacity, leading to the decision to discontinue its use and rely solely on bulk delivery. The on-site generation system is no longer operational, is not practical to repair, and is scheduled for removal as part of the proposed Water Treatment Plant Control Building Project. Accordingly, bulk delivery has become the City's primary method for supplying sodium hypochlorite solution for water treatment.

This Agreement is for utilizing Allied Universal Corporation as a primary supplier of sodium hypochlorite, utilizing Charlotte County Bid No. 25-605 in an amount not to exceed the annual adopted budget for said purpose. The new contract unit price of $1.77 per gallon represents an increase up from $1.67 in FY25. The previous Charlotte County Contract (Bid No. 2024000547)

included an option to renew after September 30, 2025; however, Charlotte County decided to re-bid the contract as opposed to extending the previous one.

For FY26, the City anticipates an estimated requirement of 240,000 gallons of sodium hypochlorite. Actual consumption will depend on the volume of water treated and distributed from the plant, with proportional adjustments in sodium hypochlorite usage expected in response to fluctuations in system-wide water demand, provided other treatment and distribution factors remain constant. As a result, the actual quantity of bulk sodium hypochlorite required for drinking water disinfection may vary from the projected estimate, which may also affect overall costs. Accordingly, approval is requested for expenditures not to exceed the adopted annual budget, or as amended by the City Commission, for the purchase of bulk sodium hypochlorite for the City's water treatment operations.

Fiscal Impact:
The FY 2026 Adopted Budget has $1,370,400.00 available for purchase of all water treatment chemicals, this includes a line item of $440,880.00 specifically for the purchase of bulk sodium hypochlorite, under the Utilities Water Treatment Account No. 425-6020-533.52-07.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ALLIED UNIVERSAL CORPORATION, ATTACHED HERETO AS EXHIBIT "B", TO PROVIDE SODIUM HYPOCHLORITE SOLUTION FOR WATER TREATMENT PURPOSES; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS IN AN AMOUNT NOT TO EXCEED $440,880.00, UTILIZING CONTRACT PRICING FOR THE SAME OR SIMILAR PRODUCTS PER THE AGREEMENT BETWEEN CHARLOTTE COUNTY BID NO. 25-605 AND ALLIED UNIVERSAL CORPORATION; FOR SAID PURPOSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac is responsible for providing properly treated water to its residents; and

WHEREAS, the City of Tamarac utilizing contract pricing through the Agreement between Charlotte County, FL, Bid No.25-605, and Allied Universal Corporation, which has the equipment, personnel, and expertise to provide such services, as required; and

WHEREAS, City staff evaluated the current marketplace and determined that the solicitation and Agreement awarded by Charlotte County provides the most advantageous option to the City for the purchase of the sodium hypochlorite solution, pursuant to City Code Section 6-148(d), which permits the use of contracts established by other governmental agencies. A copy of the Agreement between Charlotte County Bid No. 25-605 and Allied Universal Corporation is incorporated herein by reference and is available in the Office of the City Clerk; and

WHEREAS, the vendor has agreed to honor the terms, conditions, and pricing per

the Agreement between Charlotte County, FL, Bid No. 25-605 and Allied Universal Corporation through September 30, 2026, a copy of the Letter of Agreement is attached hereto as Exhibit “A” and the Agreement is attached hereto as Exhibit “B”; and

WHEREAS, due to increased reliance on sodium hypochlorite solution for water treatment, City staff is requesting approval to authorize expenditures from the appropriate accounts in an amount not to exceed the budgeted sum of $440,880.00; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services and the Procurement and Contracts Manager to authorize the purchase of sodium hypochlorite solution for water treatment purposes and to authorize the expenditures from the appropriate accounts not to exceed the budgeted amount of $440,880.00, or as may be amended by city commission for said purpose, and to authorize the appropriate City officials to execute the Letter of Agreement, hereto attached as “Exhibit 1”, and are further authorized to extend and renew the Agreement; 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 authorize the purchase of sodium hypochlorite solution for water treatment and to authorize the expenditures from the appropriate accounts not to exceed the budgeted amount of $440,880.00, or as may be amended by city commission for said purpose; for the purchase of sodium hypochlorite solution for water treatment purposes, and to authorize the appropriate City officials to execute the Letter of Agreement, attached hereto as Exhibit “A” and Agreement with Allied Universal Corporation, attached hereto as Exhibit “B”, and are further authorized to extend and renew the Agreement.

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 incorporated herein and made a specific part hereof.

SECTION 2: The City Commission hereby approves the expenditures from the appropriate accounts not to exceed the budgeted amount of $440,880.00, for the purchase of sodium hypochlorite solution for water treatment purposes.

SECTION 3: The appropriate City Officials are hereby authorized to execute the Letter of Agreement, attached hereto as Exhibit "A", and the Agreement between the City and Allied Universal Corporation, attached hereto as Exhibit "B", and to enter into the Agreement for the purchase of sodium hypochlorite solution for water treatment, utilizing the Agreement established under Charlotte County Bid No. 25-605.

SECTION 4: The City Commission HEREBY authorizes the City Manager, or designee, to approve month-to-month extensions of the piggyback agreement following its expiration on September 30, 2026, as necessary to ensure the continued purchase of sodium hypochlorite solution for the City's Water Treatment Plant operations.

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

SECTION 6: 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 is intentionally left blank."

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

PASSED, ADOPTED AND APPROVED this _____ day of _____,2025.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: 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

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

September 30th, 2025

City of Tamarac
Steve Stewart
7525 NW 88th Ave, Tamarac, FL 33321
T.: 954 597-3567
Email: Steve.Stewart@tamarac.org

Re: Bid# 25-605, Sodium Hypochlorite

Dear Steve:

Please use this letter as confirmation that Allied Universal Corporation will offer the City of Tamarac piggyback agreement on Charlotte County, Bid# 25-605 for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk	$1.77/gl (Full Truckloads)

The term of this "piggyback" agreement is from November 1, 2025 to September 30, 2026 during which the City of Tamarac agrees to purchase from Allied Universal Corporation Sodium Hypochlorite.

If you agree with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by October, 31st 2025 to bids@alliedUniversal.com

We look forward to hearing from you.

Respectfully,

ALLIED UNIVERSAL CORPORATION

J. Palmer, AUC President – CEO

CITY OF TAMARAC

Title:_____
Date:_____

cc: Tim Koziatek, VP of Sales
R. Fernandez, Regional Sales Manager
D. Stockdale, Sales Representative
S. Moros, Bid Coordinator

Charlotte County Government
"To exceed expectations in the delivery of public services."
www.CharlotteCountyFL.gov

September 30, 2025

Christianne Munguia
Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

RE: NOTICE OF ACCEPTANCE

Dear Mrs. Munguia:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of award of Bid #25-605, Water and Wastewater Chemicals – Annual Contract, submitted by Allied Universal Corporation, for Sodium Hypochlorite Solution at a unit price of $1.77 per a gallon on September 23, 2025. The acceptance of your Bid Form, properly executed by an authorized representative of the company, constitutes a binding contract.

You are to submit proof of Certificate of Insurance. The Certificate of Insurance must name **'Charlotte County'** as additional insured and include Charlotte County under certificate holder. The certificate shall contain the following language:

'Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Comprehensive General Liability and Business Auto Liability Policies and must be listed as such on the Insurance Certificate. Charlotte County to be named insured as: **Charlotte County.**

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter and bid submitted by your company on August 13, 2025. Please sign and return via email to Michael.Gallagher@charlottecountyfl.gov. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect from October 1, 2025, through and including September 30, 2026, with option to renew for two (2) additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Mike Gallagher, Contract Specialist, at 941-743-1377.

Yours truly,

Alisa True for
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

Cc: File

ACCEPTED

~~Christianne Munguia~~ Jim Palmer, President/CEO

Date: October 1, 2025

PURCHASING
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948
Phone: 941.743.1374 | Fax: 941.743.1384

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
ALLIED UNIVERSAL CORPORATION

THIS AGREEMENT is entered into on _____, 20 ___ between the City of Tamarac, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, Florida 33321 (City) and Allied Universal Corporation, a Florida corporation with principal offices located at 3901 NW 115 Ave, Miami, FL, 33178 (Contractor) for the purpose of providing Sodium Hypochlorite to the City of Tamarac. The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration in an amount not to exceed pricing provided to Charlotte County and included and incorporated herein, Contractor shall comply with the terms and conditions of Charlotte County Bid #25-605, dated September 30, 2025, attached hereto as Exhibit A. All terms and conditions of the contract documents set forth in Exhibit A are incorporated herein as if set forth in full.

2. Upon execution of this Agreement, all references made to Charlotte County Bid #25-605 in Exhibit A shall be interpreted as pertaining to the City of Tamarac, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the City of Tamarac. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "City of Tamarac" and "City of Tamarac Commissioner".

3. Term:

   The term of this Agreement shall be concurrent with the term set forth in Exhibit A, through September 30, 2026, effective on the date of approval of this Agreement. The City reserves the right to renew this Agreement for up to two (2) additional one (1) year terms, in the event that Bid #25-605 is renewed by Charlotte County.

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

5. Pricing and Payments:

   Pricing shall be in accordance with unit pricing provided to Charlotte County in Exhibit A and shall not exceed Four Hundred Forty Thousand Eight Hundred Eighty Dollars and Zero Cents ($440,880.00). All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6. Insurance: In addition to the insurance requirements stated in Exhibit A, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply

with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:

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

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

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

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

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

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

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

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

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

f. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an

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

7. Indemnification:

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

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

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

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

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

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

8. Non-Discrimination & Equal Opportunity Employment:

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

employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9. Independent Contractor:

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

10. Assignment and Subcontracting:

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

11. Termination:

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

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

12. Public Records

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

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

13. Scrutinized Companies

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

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

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

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

13.2.2 Is engaged in business operations in Syria.

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

14. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City,

Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Agreement Subject to Funding

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

16. Venue:

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

17. Signatory Authority:

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

18. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the

right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

20. Notice:

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

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

With a copy to City Attorney at the same address:

CONTRACTOR
Allied Universal Corporation
Attn: Jim. Palmer, AUC President - CEO
3901 NW 115 Ave
Miami, FL 33178
Phone: (305) 888-2623
Email: jpalmer@allieduniversal.com

21. Public Records Custodian

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

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

CITYCLERK@TAMARAC.ORG

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

Levent Sucuoglu, City Manager

Date

ATTEST:

Kimberly Dillon, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

Signature of ~~Corporate Secretary~~ COO

Greg Namoff
Type/Print Name of ~~Corporate Secy.~~ COO

(CORPORATE SEAL)

ALLIED UNIVERSAL CORP. CORPORATE SEAL 1977 FLORIDA

Allied Universal Corporation
Company Name

Signature of President / CEO

Jim. Palmer
Type/Print Name of President / CEO

10/9/25
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
:SS
COUNTY OF Miami-Dade :

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 Jim. Palmer, President/CEO of Allied Universal Corporation, a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 9 day of October, 2025.

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 595386
My Comm. Expires Sep 21, 2028
Bonded through National Notary Assn.

Signature of Notary Public
State of Florida at Large

Atabeira Piedra

Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14325

AGENDA SECTION: **CONSENT AGENDA**

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

RECOMMENDATION: The Public Services Director recommends that the City Commission approve the purchase of pumps and appurtenances from Hydra Service, Inc., as a Sole-Source Vendor, for an amount not to exceed $116,685.00 for a one year period, as provided under City of Tamarac Code Section 6-148 (b); and that this item be placed on the October 22, 2025, Commission Agenda.

BACKGROUND: Currently, the City operates and maintains eighty-eight (88) wastewater pump stations, sixty-five (65) of which are utilizing Sulzer (ABS) pumps and appurtenances. These wastewater pump stations have been physically configured in a manner where only equipment manufactured by Sulzer Pumps Solutions, Inc. (ABS), will be compatible, since Sulzer Pumps, Inc. (ABS), provided the original equipment for those stations. For instance, the guide rails in these pump stations and the mounting brackets and pipe connections are specifically configured for Sulzer (ABS) pumps. The use of pumps from other manufacturers would require extensive and costly renovations to these pump stations and would not be in the best interest of the City.

The Public Services Department plans for the anticipated purchase and installation of pumps and related equipment

for operation and maintenance purposes; and this is reflected in the annual Budget, as approved by the City Commission.

Several of our wastewater pump stations are more than twenty (20) years old. Public Services Staff have been working with the Procurement & Contracts Manager to find a more efficient method for purchasing these replacement pumps and equipment. The use of a blanket sole source approval was determined to be the most effective method to accomplish the goal of improving the efficiency and timeliness of pump replacements and wastewater pump station repairs. This method provides the City with a not-to-exceed ceiling while allowing us the flexibility required to obtain individual pricing for each pump replacement. To ensure continuity, this procurement method will be authorized for one-year period.

On November 8, 2023, the City Commission, through Resolution R-2023-133, approved Hydra Service, Inc. as the sole source provider for Sulzer (ABS) pumps and appurtenances for a two year period. The current Agreement expires on November 8, 2025. It is therefore necessary to approve a new purchase authorization to ensure continued procurement of compatible pumps and appurtenances in support of the City's wastewater pump station operations. Hydra Service, Inc., is the sole distributor contracted for Sulzer (formerly ABS) wastewater products, including pumps, mixers, blowers and aerators for the Municipal Wastewater Collection and Treatment Market.

Hydra Service's territory includes the entire state of Florida. The approval to purchase pumps and appurtenances, utilizing Hydra Service, Inc. as a sole source distributor, will allow the City to maintain standardization of equipment and eliminate the need for the City to stock a diverse and expensive parts inventory. Sole Source Authorization Letter from Sulzer Pumps Solutions, Inc. (formerly ABS), is provided as Exhibit 1 to Temporary Resolution Number 14325.

The Director of Public Services and the Procurement & Contracts Manager recommend that the City Commission authorize the blanket purchase order on an "as-needed" basis from Hydra Service, Inc., a sole source distributor of Sulzer (ABS) pumps and equipment, in an amount not to exceed $116,685.00 for a one year period.

ISSUE:

The purchase of pumps and appurtenances from Hydra Service, Inc., (regional distributor of Sulzer Pumps

Solutions, Inc. (formerly ABS), to maintain, operate, and replace wastewater pump station equipment for a twenty-four (24) month period.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

14325 Memo Purchase of WW Pumps - Hydra Service FY26 - EH10.02.25 MOA 101625.docx
14325 RESO Purchase of WW Pumps - Hydra Service FY26 - EH10.02-MOA -101625.docx
TR 14325 -Exhibit 1 Purchase of Wastewater Pumps from Hydra.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

To: **Levent Sucuoglu, City Manager**

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

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

From: **Brian London, Maintenance Superintendent**

Date: **October 2, 2025**

Re: **Temp Reso. #14325 - Purchase of Pumps and Appurtenances from Hydra Service, Inc. for FY 2026 - City Commission Meeting of October 22, 2025**

Recommendation:

The Public Services Director recommends that the City Commission approve the purchase of pumps and appurtenances from Hydra Service, Inc., as a Sole-Source Vendor, for an amount not to exceed $116,685.00 for a one year period, as provided under City of Tamarac Code Section 6-148 (b); and that this item be placed on the October 22, 2025, Commission Agenda.

Issue:

The purchase of pumps and appurtenances from Hydra Service, Inc., (regional distributor of Sulzer Pumps Solutions, Inc. (formerly ABS), to maintain, operate, and replace wastewater pump station equipment for a one year period.

Background:

Currently, the City operates and maintains eighty-eight (88) wastewater pump stations, sixty-five (65) of which are utilizing Sulzer (ABS) pumps and appurtenances. These wastewater pump stations have been physically configured in a manner where only equipment manufactured by Sulzer Pumps Solutions, Inc. (ABS), will be compatible, since Sulzer Pumps, Inc. (ABS), provided the original equipment for those stations. For instance, the guide rails in these pump stations and the mounting brackets and pipe connections are specifically configured for Sulzer (ABS) pumps. The use of pumps from other manufacturers would require extensive and costly renovations to these pump stations and would not be in the best interest of the City.

The Public Services Department plans for the anticipated purchase and installation of pumps and related equipment for operation and maintenance purposes; and this is reflected in the annual Budget, as approved by the City Commission.

Several of our wastewater pump stations are more than twenty (20) years old. Public Services Staff have been working with the Procurement & Contracts Manager to find a more efficient method for purchasing these replacement pumps and equipment. The use of a blanket sole source approval was determined to be the most effective method to accomplish the goal of improving the efficiency and timeliness of pump replacements and wastewater pump station

repairs. This method provides the City with a not-to-exceed ceiling while allowing us the flexibility required to obtain individual pricing for each pump replacement. To ensure continuity, this procurement method will be authorized for one-year period.

On November 8, 2023, the City Commission, through Resolution R-2023-133, approved Hydra Service, Inc. as the sole source provider for Sulzer (ABS) pumps and appurtenances for a two year period. The current Agreement expires on November 8, 2025. It is therefore necessary to approve a new purchase authorization to ensure continued procurement of compatible pumps and appurtenances in support of the City's wastewater pump station operations. Hydra Service, Inc., is the sole distributor contracted for Sulzer (formerly ABS) wastewater products, including pumps, mixers, blowers and aerators for the Municipal Wastewater Collection and Treatment Market.

Hydra Service's territory includes the entire state of Florida. The approval to purchase pumps and appurtenances, utilizing Hydra Service, Inc. as a sole source distributor, will allow the City to maintain standardization of equipment and eliminate the need for the City to stock a diverse and expensive parts inventory. Sole Source Authorization Letter from Sulzer Pumps Solutions, Inc. (formerly ABS), is provided as Exhibit 1 to Temporary Resolution Number 14325.

The Director of Public Services and the Procurement & Contracts Manager recommend that the City Commission authorize the blanket purchase order on an "as-needed" basis from Hydra Service, Inc., a sole source distributor of Sulzer (ABS) pumps and equipment, in an amount not to exceed $116,685.00 for a one year period.

Fiscal Impact:

The Fiscal Year 2026 Adopted Budget includes $116,685.00 in Account Number 425-6040-535.64-01 for the purchase and installation of wastewater pump station equipment.
Historical annual expenditures for the purchase of Sulzer (ABS) pumps and related equipment are as follows:
FY 2025: $101,551.75
FY 2024: $98,099.43
FY 2023: $92,040.77
FY 2022: $93,413.99
FY 2021: $65,838.76

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025 -____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PURCHASE OF SULZER (FORMERLY ABS) PUMPS AND APPURTENANCES FROM HYDRA SERVICE, INC., THE SOLE DISTRIBUTORS FOR SULZER PUMPS SOLUTIONS INC. PRODUCTS, FOR AN AMOUNT NOT TO EXCEED $116,685.00 FOR A ONE YEAR PERIOD; AUTHORIZING AN ANNUAL EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac operates and maintains eighty-eight (88) wastewater pump stations; and

WHEREAS, sixty-five (65) of these pump stations were originally designed, and are currently configured, to operate with Sulzer (ABS) pumps and appurtenances, which are not compatible with pumps manufactured by other suppliers; and

WHEREAS, due to the unique physical constraints within the City's wastewater pump stations, compatibility of pumps and appurtenances is essential, thereby requiring specialized equipment manufactured exclusively by Sulzer (ABS) Pumps Solutions, Inc., and available solely through the authorized regional distributor, Hydra Service, Inc., as documented in the Sole Source Letter attached hereto as "Exhibit 1"; and

WHEREAS, the purchase of pumps from alternate manufacturers would necessitate costly renovations of the existing pump stations; and

WHEREAS, standardizing pump equipment is in the City's best interest to ensure continuity and efficiency in the maintenance and replacement of parts; and

WHEREAS, on November 8, 2023, the City Commission, through Resolution R-2023-133, approved Hydra Service, Inc. as the sole source provider for Sulzer (ABS) pumps and appurtenances for a two-year period, with the current Agreement expiring on November 8, 2025; and

WHEREAS, it is necessary to establish a new authorization to ensure the continued procurement of compatible pumps and appurtenances in support of the City's wastewater pump station operations; and

WHEREAS, Hydra Service, Inc., is the authorized sole distributor of Sulzer (formerly ABS) wastewater products, including pumps, mixers, blowers, and aerators for the Municipal Wastewater Collection and Treatment Market, and who's territory includes the entire state of Florida; and

WHEREAS, the Director of Public Services, Director of Financial Services, and Procurement & Contracts Manager have confirmed Hydra Service, Inc. as the contracted sole source distributor of Sulzer (ABS) pumps, in accordance with City Code Section 6-148(b), since no other manufacturer can meet the City's compatibility requirements; and

WHEREAS, available funds exist in the various accounts within the Utilities

Operating and Renewal & Replacement funds for said purpose; and

WHEREAS, the Director of Public Services and the Purchasing & Contracts Manager recommend the continued designation of Hydra Service, Inc., as the contracted sole source distributor of Sulzer (ABS) pumps, and recommend approval of the expenditure of funds to purchase pumps and appurtenances from Hydra Service, Inc., in an amount not to exceed $116,685.00 for a one year period; 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 designate Hydra Service, Inc. as the contracted sole source distributor of Sulzer (ABS) pumps, for pumps and appurtenances utilized at sixty-five (65) wastewater pump stations, and to authorize expenditures for the purchase of said supplies from Hydra Service, Inc., in an amount not to exceed $116,685.00 for a one year period.

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: Hydra Service, Inc., is the contracted sole source distributor for pumps and appurtenances utilized at sixty-five (65) pumping stations, and the

appropriate City Officials are hereby authorized to purchase pumps and appurtenances from Hydra Service, Inc., in an amount not to $116,685.00 for a one year period.

SECTION 3: This Resolution shall take effect following the expiration of Resolution R-2023-133 on November 8, 2025.

SECTION 4: Funding is available for wastewater pump purchases from the appropriate accounts within the Utility Fund in the Wastewater Division operating budget.

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____2025.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: 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

SULZER

Sulzer Pumps Solutions
Inc. 108 Leigus Road
Suite 1180 Wallingford,
CT 06492 Phone
203-238 2700
www.sulzer.com

01 October 2025

Subject: Hydra Service Inc as Contracted Sulzer Distributor for Sulzer (ABS) type Products.

To: City of Tamarac

The purpose of this letter is to confirm that **Hydra Service Inc.,** located in Debary, Florida, is the sole distributor of the Sulzer Wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. Hydra Service's territory includes the entire state of Florida.

Nationally, we utilize a network of independent distributors/service centers to serve the Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. **Hydra Service Inc.** is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Steve Lammey

Steve Lammey
National Sales Manager
Sulzer Pump Solutions
651-242-0576

steve.lammey@sulzer.com

SULZER CONFIDENTIAL

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14331

AGENDA SECTION: **CONSENT AGENDA**

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

RECOMMENDATION: The Public Services Director recommends that the City Commission authorize the purchase of new equipment as approved in the Fiscal Year 2026 Budget: one (1) new Palfinger Epsilon M100L72 Hydraulic Loader from Ring Power Corporation, utilizing The City of Tallahassee Contract #5073, Solicitation RFP-130-20-KM, pricing per Quote No. 86700780-1, in an amount not to exceed $248,103.00; and that this item be placed on October 22, 2025, Commission Agenda.

BACKGROUND: Each year, the Public Services Department conducts a comprehensive review of the City's fleet to identify equipment that will best support annual maintenance operations and upcoming projects. The recommendation to purchase this equipment is based on both the costs incurred from renting similar equipment for in-house beautification projects over the past two years, and the ongoing need to clear debris from canal crossings within the City's stormwater system.

Public Services Staff reviewed both the Sourcewell Contract pricing and the City of Tallahassee Contract pricing. After careful review and due diligence, City Staff determined that

utilizing pricing using the City of Tallahassee Contract #5073, Solicitation RFP-130-20-KM is the most advantageous. A summary of the prices for this equipment is listed below, with a detailed quote included in the agenda packet for Temporary Resolution No. 14331.

Ring Power Corporation **City of Tallahassee Contract #5073** **Solicitation RFP-130-20-KM** **Hydraulic Loader**	
Equipment	**PRICE**
2025 Palfinger Epsilon M100L72 Hydraulic Loader	$248,103.00
Total	$248,103.00

Contract Summary:
Purchase: Palfinger Epsilon Hydraulic Loader
Department: Public Services/Stormwater
Vendor: Ring Power Corporation
Vendor Location: St. Augustine, FL
Purchase Cost: $248,103.00

ISSUE: The purchase of a Palfinger Epsilon M100L72 Hydraulic Loader, as approved and funded in the Fiscal Year 2026 Adopted Budget under the Public Services – Stormwater Budget.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:
TR14331 -Memo Hydraulic Loader Purchase 10-07 MOA.docx
TR14331 -Resolution Hydraulic Loader Purchase 10-16 MOA.doc
TR 14331 -Exhibit 1 Hydraulic Loader Purchase.pdf
TR 14331 -Exhibit 2 contract_ring.pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

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

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

From: **Tom Vreeland, Public Services Superintendent**

Date: **October 7, 2025**

Re: **Temp Reso. # 14331 – Purchase of Heavy Equipment – City Commission Meeting of October 22, 2025**

Recommendation:

The Public Services Director recommends that the City Commission authorize the purchase of new equipment as approved in the Fiscal Year 2026 Budget: one (1) new Palfinger Epsilon M100L72 Hydraulic Loader from Ring Power Corporation, utilizing The City of Tallahassee Contract #5073, Solicitation RFP-130-20-KM, pricing per Quote No. 86700780-1, in an amount not to exceed $248,103.00; and that this item be placed on October 22, 2025, Commission Agenda.

Issue:

The purchase of a Palfinger Epsilon M100L72 Hydraulic Loader, as approved and funded in the Fiscal Year 2026 Adopted Budget under the Public Services – Stormwater Budget.

Background:

Each year, the Public Services Department conducts a comprehensive review of the City's fleet to identify equipment that will best support annual maintenance operations and upcoming projects. The recommendation to purchase this equipment is based on both the costs incurred from renting similar equipment for in-house beautification projects over the past two years, and the ongoing need to clear debris from canal crossings within the City's stormwater system.

Public Services Staff reviewed both the Sourcewell Contract pricing and the City of Tallahassee Contract pricing. After careful review and due diligence, City Staff determined that utilizing pricing using the City of Tallahassee Contract #5073, Solicitation RFP-130-20-KM is the most advantageous. A summary of the prices for this equipment is listed below, with a detailed quote included in the agenda packet for Temporary Resolution No. 14331.

Ring Power Corporation **City of Tallahassee Contract #5073** **Solicitation RFP-130-20-KM** **Hydraulic Loader**	
Equipment	**PRICE**
2025 Palfinger Epsilon M100L72 Hydraulic Loader	$248,103.00
Total	$248,103.00

Contract Summary:

Purchase: Palfinger Epsilon Hydraulic Loader
Department: Public Services/Stormwater
Vendor: Ring Power Corporation
Vendor Location: St. Augustine, FL
Purchase Cost: $248,103.00

Fiscal impact:

The purchase of new one (1) Palfinger Epsilon M100L72 Hydraulic Loader totaling $248,103.00, is available in the Approved FY 2026 Budget, Account Number 410-5050-538.64-01. To account for unforeseen circumstances or required dealer-installed equipment, City staff recommend authorizing the City Commission to approve purchases not to exceed the Approved FY 2026 Capital Improvement Project budget of $255,000.00.

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 A PALFINGER EPSILON HYDRAULIC LOADER FROM RING POWER CORPORATION, UTILIZING CITY OF TALLAHASSEE CONTRACT NO. 5073, SOLICITATION RFP-130-20-KM, IN AN AMOUNT NOT TO EXCEED $248,103.00; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS NOT TO EXCEED THE APPROVED FY 2026 BUDGET FOR SAID PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac Public Services Department is responsible for maintaining and cleaning canal crossings within the City's stormwater infrastructure, as well as performing in-house beautification efforts and debris removal.; and

WHEREAS, timely procurement of Stormwater Construction Equipment is essential to support the effective and efficient delivery of services by City departments; and

WHEREAS, the City has determined that the purchase of (1) new Palfinger Epsilon M100L72 Hydraulic Loader is warranted due to the high cost of rental equipment and the operational need for debris removal ; and

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

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

WHEREAS, the Director of Public Services, Director of Financial Services, and Procurement and Contracts Manager have determined that it is in the City's economic interests to purchase equipment as identified in Exhibit "1", attached hereto, utilizing a current agreement available for cooperative purchases at the time of purchase, including agreements awarded by Sourcewell and the City of Tallahassee, and determined the most advantageous pricing is available utilizing the City of Tallahassee Contract No. 5073, Solicitation RFP-130-20-KM for the required equipment at a cost of $248,103.00; and

WHEREAS, the Agreement between the City of Tallahassee and Ring Power Corporation, Contract No. 5073, Solicitation RFP-130-20-KM, is attached hereto as Exhibit "2" and incorporated herein by reference; and

WHEREAS, funding for this purchase in the amount of $248,103.00 has been allocated in the City of Tamarac's Fiscal Year 2026 budget and funds are available in the Stormwater Management Fund; and

WHEREAS, The City Commission of the City of Tamarac hereby deems it to be in the best interest of the citizens and residents to authorize the appropriate City Officials to select, approve, and award the purchase of the equipment identified in Exhibit '1,' utilizing competitive procurement methods and available cooperative purchasing agreements, including but not limited to the City of Tallahassee Contract No. 5073, Solicitation RFP-130-20-KM, at a total cost of $248,103.00. The purchase of this stormwater construction equipment shall not exceed the funding allocated in the Approved FY 2026 Budget.

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

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

SECTION 2: The appropriate City Officials are authorized to approve the expenditure of $248,103.00 for the purchase of Stormwater Heavy Equipment, a Palfinger Epsilon Hydraulic Loader, from Ring Power Corporation, utilizing the Agreement awarded by the City of Tallahassee Contract No. 5073, Solicitation RFP-130-20-KM; authorizing an expenditure in an amount not to exceed the Approved FY 2026 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.

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.

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____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

Quotation

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Chase Calfee
Cell – (954) 242-3530

10/07/2025

Quote Number: 86700780-1

City of Tamarac

The City of Tallahassee
Contract # 5073
Solicitation RFP-130-20-KM
ITEM 3: UTILITY EQUIPMENT
Group F: SPECIALITY UTILITY EQUIPMENT - BACKLOT/ROUGH TERRIAN.

Qty.	Description

1 **Palfinger Epsilon M100L72 Hydraulic Loader**

- Classification HC1/HD4/B4
- Net lifting moment: 74,490 ft-lbs
- Boom length 23' 7" single telescope
- Net slewing torque: 17,700 ft – lbs
- Operating pressure: 3,120 psi
- Integrated outrigger beam hydraulically extendable
- Outriggers. stabilizers automatically tiltable 45'
- Rotation single 425 degrees
- Linkage system between main and outer boom
- Main boom cylinder protection
- KTL primer, RAL 3020 "Epsilon Red" powder coating
- Dead point above opposite stabilizer beam
- Outrigger span 3,9m (12'6")
- Mounting bolt kits
- Dual stand-up controls w/ pilot operated joysticks
- Parker F130CF 10 section valve
- Load holding valves on main-outer telescopic
- Cylinder and slewing. Individual stabilizer
- Preparation for the extension function
- 6.69" longer stabilizer
- Short stabilizer legs (not in combination w/as180)
- Epsilon R810F (10t w/ lateral outputs)
- 4-eye knuckle set hoses suitable for scrap grabs
- Operator manual spare parts manual service manual
- 270-degree rotation stops
- 53 us gallon (200l) steel hydraulic oil tank
- Adapter: 1-1/4" BSPP male to 1-1/4" JJC

Quotation 86700780-1

Qty. **Description**

- Requires 2 per cooler
- R1-81-R Parker Voac piston pump use 1pc ea 936
- 2" hose bib, 45 degrees for Parker Voac
- F1 & F2 pumps. adapter: 1" BSPP male x 1" JIC mal
- TBF: 26.8hp (20.0kw) heat removal 12v recommended for double circuit cranes or greater that 30gpm
- 1-1/4" BSP male connections.

Body and Installation

- 20’ Beauroc MPMD 20'0"x48"x60"x60"
- Sills channel 10" with flange
- Wiring harness & light (grote)
- 3/8" chain shackle
- Chain (3/8"x48" length) each
- Retro fit: Tafco hoist
- Power beyond plug
- Toggle air shift
- Toggle air valve kit
- 1 Cone Holder
- 4 Shovel Holders
- 1 Frame Mounted Storage Box Mounted on Street Side
- ICC Rear Bumper
- Hydraulic Installation includes Pump and PTO
- 2 Mud Flaps
- Reflective tape on both sides of body

Grapple

- Heiden HC20-TG-62 head 62" open/42" wide trash grapple

Chassis

- International HV607 SBA w/ 258.00 Wheelbase, 190.90 CA, and 126.00 Axle to Frame
- Cummins L9 300
- Allison 3500 RDS w/ PTO Provision

Body, Install and Prep: $160,399.00
7% Discount: (-$11,228.00)
Subtotal: $149,171.00

Chassis List Price: $107,702.00
10% Discount: (-$10,770.00)
Subtotal: $96,932.00

Sale Price: $246,103.00
Delivery charge - $2000.00
Sub total - $248,103.00

Quotation 86700780-1

Qty. **Description**

Notes:

1. Prices are FOB St. Augustine, FL. Customer pick up available. Delivery will be quoted upon request.
2. Quotation valid for 30 days.
3. Prices exclude any applicable taxes or license fees.
4. Terms: Net due upon delivery.
5. Chassis pricing is based upon current model year production availability. Any Federal mandated costs, such as 2010 emission requirements, will be passed on at cost.
6. Availability may vary and is subject to prior sale.

Accepted By:

_____

PO Number: _____

Account Manager – Chase Calfee

Date: _____

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

The City of Tallahassee
Solicitation RFP-130-20-KM
ITEM 3: UTILITY EQUIPMENT
Group F: SPECIALITY UTILITY EQUIPMENT - BACKLOT/ROUGH TERRIAN.

MODELS		**Discount off of MSRP**
Vac Con	Mudslinger 800 Trailer	7%
Vac Con	Cleaner	7%
Vac Con	Hydrovac	7%
Palfinger	M13A	7%
Palfinger	M100L	7%
Palfinger	S260L-S270L	7%
Dakota Bodies	9' Flat Bed	7%
Dakota Bodies	11' Flat Bed	7%
Dakota Bodies	Light Dump Body	7%
Beau-Roc	Heavy Dump Truck	7%
Dakota Bodies	12' Contractor Body	7%
Dakota Bodies	Open Service Body	7%
DewEze	Reel Transport Bed	7%
Maintainer	Mechanics Truck	7%

Parts Discount	**Discount**
Parts Discount	10%

Service Labor Rate	**Discount**
Shop Labor Discount	10%
Field Labor Discount	10%
Shop Labor Overtime Discount	10%
Field labor Overtime Discount	10%

Rental / Lease Discount	**Discount**
	20%
*Rental rates may vary based on term	

	Discount
Maintenance Agreement Discount	10%
Extended Warranty Discount	0%

Price excludes any applicable F.E.T., sales taxes, tag, title or registration fees.
*These are incomplete units, List price does not include chassis
Option content is subject to engineering approval.

AGREEMENT FOR MUNICIPAL CONSTRUCTION AND UTILITY EQUIPMENT, ACCESSORIES, PARTS, AND SERVICE
Agreement No. 5073

This Agreement for Municipal Construction and Utility Equipment, Accessories, Parts, and Service (the "Agreement") effective this 1st day of April 2021 (the "Effective Date") between the **City of Tallahassee**, a municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Ring Power Corporation**, a Florida profit corporation (the "Vendor"), whose principal place of business is 500 World Commerce Pkwy., St. Augustine, FL 32092. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Equipment and Services*" means the on and off road municipal construction and utility equipment, including all equipment, accessories, parts, service, training, and supplies necessary to support these products in the Agricultural, Industrial Constructions, and Utility categories sought in City Solicitation RFP-130-20-KM and more fully described in its Section 3, Scope of Work/Specifications. Equipment and Services does not mean Rental Equipment which will be addressed in another contract document.

B. *"Purchase Order"* means the purchase order commitment for Equipment and Services made by the City through a Purchase Order and made subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP-130-20-KM, its associated Scope of Work/Specifications and any associated addenda, the Vendor's Solicitation Response dated October 8, 2020, including any associated addenda and pricing sheets, the Purchase Order, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP-130-20-KM sought multiple vendors for Equipment and Services. Although the City plans to order needed Equipment and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. The City reserves the right to order from other government contracts and/or government association contracts when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor(s) who can best fulfill the needs of the City.

B. Upon receipt of the quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Equipment and Services through a City Purchase Order. **The Vendor's quote should be dated and reference the Agreement Number**.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of 0.5 % of the total purchase price for such purchases. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should ***reference*** **Reporting Administrative Fee - Agreement No. 5073** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees no later than ten (10) calendar days after the end of each fiscal quarter to the following address:

Fleet Management Admin
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5073** ***referenced*** on the check. For questions, please contact:

Fleet Administration
(850) 891-5241

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Equipment and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's price lists shall be updated accordingly based on current year pricing.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Equipment and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented in this Agreement either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City, or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid amount shall bear interest from 30 days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall

attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a "copy" submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

a. The invoice must be in compliance with the terms of this Agreement;
b. The invoice must be an original invoice;
c. The invoice must not be under dispute;
d. Include the authorizing City Purchase Order and/or Agreement number on the invoice;
e. The invoice must be dated;
f. Include the number of the invoice to facilitate identification;
g. Include the name and address of the Vendor; and provide the remittance address for payment, if different;
h. Include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, until price, and extended price of the item;
i. Include the terms of any prompt payment discount offered; and
j. Include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Equipment or Services to determine whether such Equipment or Service meets all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Equipment or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Equipment or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Equipment or Services in the time frame listed on the quote, the Vendor and City agree to discuss and confirm in writing, a mutually acceptable time frame. In the event delivery of the Equipment or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Equipment or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Equipment or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
b. Temporary registration and tag (when applicable);
c. All manuals (electronic & paper Copy);
d. All warranty certifications;
e. Original Invoice;
f. A copy of pre-delivery service report;
g. A copy of applicable equipment specifications; and
h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Equipment or Services is put into use by the City, or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for one (1) five (5) year extension (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts

that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for damages suffered from the default resulting in termination of the Agreement, but only after the Vendor is provided prior written notice of such default and an opportunity to cure the defect within thirty (30) days of receipt of such notice. Such withholding of funds shall only be applicable to the specific transaction in which the default occurred and shall be reasonably calculated to compensate the City for damages directly suffered because of the Vendor's material breach of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE. The City may apply the following financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy the performance deficiencies within thirty (30) days following the receipt of written notice of such deficiencies from the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or $1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Equipment or Services within the time specified in this contract, or any extension, and fails to cure such deficiency within thirty (30) days following the receipt of written notice of such deficiency from the City, the Vendor shall pay to the City as fixed, agreed, and liquidated damages, the minimum sum of $100.00 for each calendar day of delay, not to exceed $1500.00 per month.

B. Alternatively, if delivery or performance is so delayed, the City may terminate this Agreement in whole or in part under the Termination provision in this Agreement and, in that event, the Vendor may be liable for (i) reimbursement to the City for reasonable costs spent to procure the Equipment or Services from another vendor, or (ii) for a fixed, agreed, and liquidated damages accruing until the time the City may reasonably obtain delivery or performance of similar Equipment or Services.

C. The Vendor shall not be charged with liquidated damages when the delay in delivery or

performance arises out of causes beyond the control and without the fault or negligence of the Vendor.

11. INDEMNIFICATON. The Vendor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) (collectively "Claims") but only to the extent such Claims are directly caused by any breach of contract, act, or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

12. AVAILABILTY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, or concerning, this Agreement between the Parties, shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

16. ENFORCEMENT COSTS. In any legal action or proceeding brought for the enforcement of this Agreement or due to an alleged dispute, breach, default, or misrepresentation under the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses, including taxes, incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled.

17. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement, and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

18. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

19. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
fleetadmin@talgov.com

For the Vendor:

500 World Commerce Pkwy
St. Augustine, Florida 32092
with a copy via email to:
ted.gerrell@ringpower.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

20. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

21. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining

confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at**:

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

22. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

23. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

24. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. $1,000,000 limit per occurrence for

property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

* Premise/Operations;
* Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
* Products/Completed Operations;
* Contractual;
* Independent Contractors;
* Broad Form Property Damage; and
* Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. $1,000,000 limit per accident for property damage and personal injury, including coverage for:

* Owned/Leased Autos;
* Non-owned Autos; and
* Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for $1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

* The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not

contain special limitations on the scope of protection afforded the City Insureds.

* The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
* Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. All Coverage.

* Each insurance policy shall name the City as an additional insured.
* Should any of the above described policies be cancelled before the expiration date thereof, the Vendor or its insurance company will mail written notice to the certificate holder/City according to the cancellation notification requirements in Florida law.
* If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a breach of the Agreement. The City, at its sole option, after providing thirty (30) days' prior written notice to the Vendor outlining the breach, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
* Alternatively, after providing thirty (30) days' prior written notice to the Vendor outlining the breach, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

G. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, **with a ninety (90) days' prior written notice to the Vendor and the right to terminate the Agreement without being in breach**, the Vendor shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

H. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

I. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

25. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

26. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

27. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of the Agreement and its associated documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

A. This Agreement, and any written attachments and future written Amendments.

B. City Solicitation RFP-130-20-KM, including all addenda.

C. Vendor's Response to the City's Solicitation.

28. E-VERIFY. All Contractors and Subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

A. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

B. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

The Contractors and Subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes, as amended from time to time. Failure to comply with Section 448.095, Florida Statutes, will result in termination of the contract, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination, and the Contractor will be liable for any additional costs incurred by the City as result of the contract termination.

29. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Any provisions that purport to add, delete, or modify any provisions of this Agreement in any City form of purchase order, quotation, acknowledgment, or other forms or purchase documents supplied by the City shall be ineffective and void ab initio. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By: Raoul Lavin (May 25, 2021 13:58 EDT)
Reese Goad, City Manager

JS
JS

Attest:

By: James O. Cooke IV
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Kellie Scott for
Kellie Scott for (Jun 3, 2021 11:38 EDT)
Cassandra K. Jackson, City Attorney

RING POWER CORPORATION

By: Jay Lusk
Jay Lusk (May 25, 2021 12:58 EDT)
Print Name: Jay Lusk
Title: Ass. Governmental Sales Manager

SEAL OF THE CITY OF TALLAHASSEE INCORPORATED A.D. 1840

CITY OF TALLAHASSEE

CITY OF TALLAHASSEE
FLEET MANAGEMENT ADMINISTRATION

Routing Memo

To: Procurement
Veronica McCrackin
Keith Milton
Antwan Pennywell

City Attorney's Office
Cassandra K. Jackson
Kellie Scott

Treasurer Clerk's Office
Cindy Dickinson

From: Kathy Crum - ext. 5229

Date: May 24, 2021

Re: Agreement No. 5073 – Ring Power Corporation

This document has been reviewed by Kellie Scott and the Vendor. Please have it placed in AdobeSign to be routed for final signatures.

Vendor Contact Information:
Jay.Lusk@RingPower.com

Please contact me with questions.
Thank you.

Signature: Jeffery Shepard
Email: jeffery.shepard@talgov.com

400 DUPREE STREET
TALLAHASSEE, FL 32304
Main line: (850) 891-5220
Fax: (850) 891-5330

JEFF SHEPARD Director
ROGER GODWIN Superintendent
WALTER KIRKLAND Transit Service Manager
MICHAEL JACKSON Parts & Fuel Manager
LAKETRA LOFTON Administrative Supervisor

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Judith Henry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14326

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR14326 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the Health Insurance Program; modifying the Health Insurance Waiver Program and Cigna's Wellness and Technology Outlay; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The City Commission authorizes the appropriate City officials to renew the contract for Administrative Services, Employee Assistance Programming, Flexible Spending Administration, Telehealth Services, the Wellness Solution Program and Voluntary Worksite Benefits, as summarized below, with CIGNA effective January 1, 2026.

BACKGROUND: Effective January 1, 2013, the City transitioned from a fully insured to a self-insured health insurance plan, requiring an Administrative Services Only (ASO) agreement to cover medical insurance, prescription pharmacy benefits, employee assistance programming, and flexible spending administration.

The City's Administrative Services Only (ASO) agreement with CIGNA was approved effective January 1, 2013, and subsequently renewed under the terms of the initial agreement. The current agreement with CIGNA, marketed in 2024 with assistance from our consultant partners at Lockton Companies, was approved for a 2-year period effective January 1, 2025, through December 31, 2026, with a rate pass on ASO fees and a 2-year rate guarantee. A 3% rate cap is in place on year 3, effective January 1, 2027.

For Plan Year (PY) 2024 (January through December), CIGNA provided $10,000 administrative credit that offset the

3% rate escalator of $5,800, contingent upon the continuance of CIGNA's Voluntary Worksite Benefits. CIGNA also reduced employee rates for these voluntary benefits by 10% across all tiers for Accident and Critical Care Insurance, and by 5% for Employee-only and 10% for Dependent tiers for Hospital Care Insurance.

For PY 2025, CIGNA maintained the voluntary worksite benefit rates and provided an additional $10,000 in wellness funds. Due to increased total and specialty pharmacy claims in PY 2024, overall health plan costs rose, resulting in a significant premium rate increase for PY 2025. Consequently, premiums increased for employees by 5% for the Open Access HMO plan and 2% for the High-Deductible Health Plan with Health Reimbursement Account (HDHP). The cost-sharing formula was slightly adjusted in favor of employees.

CIGNA continues to provide $75,000 annually in wellness and technology funds. For PY 2026, an additional $10,000 in wellness funds was negotiated, supporting the continued automation of the City's benefit enrollment process and provides wellness activities, screenings, and incentive rewards to our employees.

The City, along with our Lockton partners, continue to regularly review and, when appropriate, modify the health insurance plan to ensure the plan design and employer/employee cost structure remains equitable and sustainable. Following a comprehensive review of claims analysis and utilization, the recommendation for PY 2026 is to maintain the current plan design and health insurance rates with no change to premiums or cost-sharing formulas.

Health Insurance Plan Design and Rates

The current Health Insurance Program for the City consists of two plans: the Open Access HMO and the High-Deductible Health Plan with Health Reimbursement Account (HDHP). The HDHP plan, implemented January 1, 2020, was designed as a lower cost alternative for employees and their families.

Each plan has a three-tier prescription drug benefit: generic, preferred brand and non-preferred brand. CIGNA also brings an extensive disease management program as well as a strong commitment to promoting and encouraging employee wellness. See EXHIBIT A –Health Plan Design Summary for PY 2026.

CIGNA's Telehealth Program, introduced in 2017, allows plan participants to connect with a board-certified doctor via secure video chat or phone, without leaving their home or office. These services include dermatology, urgent care, primary care and mental health. Employees can receive care and, if appropriate, prescriptions for a wide range of minor conditions. This program offers a convenient and cost-effective alternative to visiting an urgent care center or emergency room.

CIGNA's Wellness Solution Program provides incentives for employees and their covered spouses to take an active role in improving their health. Implemented in 2019, the program continues to evolve. For PY 2026, enhancements and challenges will continue to further motivate participation in wellness challenges, engagements in health-related activities and the promotion of emotional, physical and financial well-being.

In PY 2020, the CIGNA's basic vision exam covered under the medical insurance plans was replaced with a voluntary stand-alone Vision Insurance Plan to enable employees to enroll in coverage that includes coverage for glasses and contact lenses. In PY 2025, CIGNA partnered with EYEMED to add additional benefits and offered a 25% decrease in rates that are guaranteed through December 31, 2026.

In PY 2022, Ginger, a mental healthcare program, was introduced out to employees. Ginger offers confidential mental healthcare through behavioral health coaching via text-based chats, self-guided learning activities and content, and, if needed, video-based therapy and psychiatry. Support is available 24/7/365, anywhere, for a variety of mental health challenges - all from the privacy of a member's smartphone. RecoveryOne™, an online physical therapy resource to support back, joint and muscle pain, was also introduced. Additionally, CIGNA offers a weight loss program Omada to assist employes on nutrition, weight control and exercise.

In PY 2025, several new virtual care options were added to further enhance employee access, comfort and confidentiality including, MDLIVE for virtual care and screenings, Headspace for mental health coaching and mindfulness, Bicycle health for virtual care of opioid use disorder and headway for expanded access to virtual care and psychiatry. These will continue for PY 2026.

The current agreement with CIGNA, marketed in 2024 with

assistance from our consultant partners at Lockton Companies, was approved for a 2-year period effective January 1, 2025, through December 31, 2026, with a rate pass on ASO fees and a 2-year rate guarantee. After evaluating budget projection factors, no rate increase is recommended for PY 2026.

Proposed monthly premiums for the City's PY 2026 Health Insurance Program with CIGNA are as follows:

Open Access HMO	**2025 Rates**	**2026 Rates**
Employee	$ 990.67	$ 990.67
Employee + Spouse	$2,537.78	$2,537.78
Employee + Child	$2,199.99	$2,199.99
Employee + Family	$2,763.81	$2,763.81
HDHP with HRA		
Employee	$ 851.80	$ 851.80
Employee + Spouse	$2,182.03	$2,182.03
Employee + Child	$1,891.59	$1,891.59
Employee + Family	$2,376.36	$2,376.36

The final PY 2026 proposed rates outlined above represent no increase for employees in health insurance premiums for the Open Access HMO and the High-Deductible Health Plan (HDHP) with HRA coverage tiers.

Rate Structure and Cost Sharing

The City of Tamarac has always had a strong commitment to its employees and a strategic goal of attracting and retaining a talented workforce. Our commitment to this goal has been exemplified by the City's policy of sharing the cost of employee benefits, especially for high-cost benefits such as health insurance.

Effective January 1, 2020, the City revised the employee cost share structure for the Open Access HMO Plan and introduced a new cost share structure for the HDHP plan. The structure increased the Open Access HMO Plan's employee cost share for employee only coverage from 10% to 12% and from 20% to 25% for all family tiers. The employee's cost share structure for the HDHP Plan was established at 7% for employee only coverage and 20% for all family tiers. The City of Tamarac continues to be on par with the average cost share structures for all coverage tiers while providing benefits that have lower employee out-of-pocket expenses for all coverage tiers, illustrating the high value and affordability of the medical insurance plans

available to City employees.

For the PY 2025, premium increases were offset by the cost sharing formula below and no change to this formula is recommended for PY 2026. The formula is outlined below:

	City	Employee
HMO		
Employee only	90%	10%
Employee & Spouse	80%	20%
Employee & Child(ren)	80%	20%
Employee & Family	80%	20%
HDHP/HRA		
Employee only	94%	6%
Employee & Spouse	84%	16%
Employee & Child(ren)	84%	16%
Employee & Family	84%	16%

In addition, most City employees are also eligible to receive benefit option dollars, which are allocated to cover the employee's share of their health insurance premiums first, with any remaining funds applied to cover costs for their share of dental, flexible spending account contributions, supplemental insurance policies and their 457 (deferred compensation) accounts.

In accordance with State of Florida Statute 627.6562, adult children of an eligible employee or retiree may elect to continue coverage under the City's family coverage plan provided the full cost of single coverage premium is paid by the employee, retiree, or adult child. Since 2014, the City's has not provided subsidized family coverage to adult children beyond the end of the calendar year in which they turn age 26.

Effective January 1, 2022, health insurance and benefit coverage eligibility was extended to employees and their registered domestic partners and their dependents in a registered Domestic Partnership. Domestic partner rates are the same as the rates an employee would pay to add a

spouse and/or dependent children to their coverage, but there may be tax implications. The City contribution towards health coverage for a non-tax-qualified dependent is considered imputed income (additional taxable income). This imputed income is added to their gross income on their paystub and on their W-2 form.

We will continue to evaluate whether any additional changes should be made to the plans, either rate or cost sharing formulas, during the FY 2027 budget preparation process.

Retiree Health Insurance Coverage

Under the City's policy, City retirees have a "one-time opt in period" for retiree health insurance either at retirement at separation of employment or at a subsequent date, if the subsequent date coincides with a qualifying life status change as defined by the City's health plan documents at that time, or at the annual open enrollment period. This allows retirees to choose to keep their health insurance at the time they retire and separate from service, or opt out at that time, but opt in later either during a qualifying life change or at open enrollment. However, retirees are not allowed to opt back into the plan in subsequent years once they have cancelled the City's retiree health insurance coverage. This policy is more advantageous to retirees than the way most municipalities and the State of Florida handle eligibility for retiree health insurance coverage but protects our plan from adverse selection and is consistent with Florida State Statutes.

Medical Plan Waiver Stipend

The City of Tamarac has had for many years a waiver program that reimburses employees for their health insurance premiums up to a maximum amount if they choose to purchase insurance through their spouse's employer or otherwise independently of the City. Approximately 40 employees currently participate in this program.

Beginning in PY 2026 the City will modify its medical reimbursement for employees who waive City health insurance coverage, changing it from a reimbursement-based model to a flat $400 monthly stipend. Employees opting out of the City's medical plan will be required to complete an annual Opt-Out Form and affidavit and provide proof of alternative health insurance coverage. This change simplifies administration, ensures consistency across departments, and provides a predictable benefit amount for

employees opting out of the City's medical plan. The stipend continues to recognize the value of employees maintaining alternate coverage while supporting cost management within the City's overall benefits program. The anticipated annual cost of the Medical Plan Waiver Stipend is $192,000.

Employee Assistance Program (EAP)

The City will continue to provide the Employee Assistance Program (EAP) through CIGNA for PY 2026 which provides up to five (5) free face-to-face visits per year for employees and their household family members. The EAP is a valuable resource for attracting and retaining quality employees and provides essential services for the City's first responders. Maintaining EAP services with CIGNA ensures continuity of care for employees who access behavioral health services through the program. In 2022, the employer service hours increased from six (6) to twelve (12) hours per year. The EAP is being renewed at its current rate of $2.60 PEPM at the current service level.

Flexible Spending Accounts (FSAs)

The City of Tamarac provides health care and dependent care Flexible Spending Accounts (FSAs) for employees through a Section 125 Cafeteria Plan. The Flexible Spending Account Benefit Plan allows employees to save money on eligible health and dependent care expenses by paying for the expenses with pre-tax dollars. The money is withdrawn from participant's paychecks throughout the year and placed in an account before taxes are calculated. By participating in an FSA an employee's taxable income is reduced, which increases the percentage of take-home pay. The City also receives a reduction in its payroll tax liability by eliminating matching FICA taxes.

We recommend continuing to contract with CIGNA to administer the City's FSAs at its current rate of $5.79 PEPM and there is no administrative rate increase for PY 2026.

Health Reimbursement Arrangement (HRA)

To accompany the implementation of the HDHP in PY 2020, we added a City sponsored Health Reimbursement Arrangement (HRA). The HRA provides annual funds to employees enrolled in the HDHP plan and is not available to employees and family members enrolled in the HMO plan. The proposed HRA contributions from the City are $500 per year for employee only coverage and $1,000 per year for all family tiers.

The HRA allows employees to offset eligible medical expenses incurred by employees and their family members when covered under the HDHP. The HRA serves as a resource for the City to use in recruitment and retention. Features of the HRA include the annual rollover of funds to apply toward future eligible medical expenses, vesting of HRA funds for employees enrolled in the HDHP and, pursuant to new regulations for HRA funds, transfer to a qualified retirement savings account upon separation or retirement.

Voluntary Employee Paid Worksite Benefits

In 2020 and again in February of 2022, Lockton Companies, our benefit consultant partner, marketed our worksite voluntary benefits at group rates with the recommendation to transition the individual rate policies to group rate policies for a more cost-effective option for employees. Human Resources staff evaluated and reviewed the proposals and recommended the transition to the CIGNA worksite products in PY 2023.

For PY 2025, another market analysis of group worksite benefit offerings including CIGNA, Standard, Lincoln Financial, and MetLife was conducted. By continuing to utilize the CIGNA supplemental offerings we were able to obtain an additional $10,000 in wellness funds for PY 2025 and guaranteed rates for another year, through December 31, 2026.

The CIGNA worksite benefits have been in place for two (2) years. Employees are satisfied overall with the offerings and staff have expressed satisfaction with the improved process and its positive impact on service delivery and employee experience. Based on this feedback, we recommend continuing the current offerings for Plan Year 2026 to maintain consistency and build on the success of recent enhancements.

Administrative Services Summary

In the spring of 2024, Lockton fully marketed the City's medical plan, including pharmacy and other lines of coverage. Marketing revealed that CIGNA remains competitive and a valued partner. CIGNA's Administrative Services (ASO) fees are guaranteed through December 31, 2026, under the negotiated two (2) year rate guarantee. CIGNA will continue to provide $75,000 and an additional $10,000 credit in annual wellness funds for PY 2026, which

allows the City to continue refining the automation of our benefit enrollment process and providing wellness activities, screenings, and incentive rewards to our employees.

Estimated ASO costs for PY 2026 are summarized below:

Administrative Services (w/HRA)	$217,448
EAP (Employee Assistance Program)	$13,222
FSA (Flexible Spending Accounts)	$8,400
Telehealth Connection	-0-
Wellness Solution Program	-0-
Employee paid Work-site Benefits	-0-
Total	$239,070

ISSUE: Renewal of the City's contract with CIGNA to provide Administrative Services for Claims and Flexible Spending Plans, as well as the Employee Assistance Program, Telehealth Services, the Wellness Solution Program, Voluntary Work-site Benefits, and to make appropriate program changes to the health insurance plan and its components.

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

ATTACHMENTS:

TR 14326 UPDATED (2)- MEMO 2026 Health Ins Program.docx
UPDATED_TR_14326_Reso_Health_ins_Program_2026 (1).doc
TR 14326- EXHIBIT A 2026 ASO 10092025 .pdf
TR14326 ASO Exhibit B.pdf

CITY OF TAMARAC
Interoffice Memorandum
Human Resources

To: **Levent Sucuoglu, City Manager**

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

Date: **October 9, 2025**

Re: **City Health Insurance Program Plan Year (PY) 2026**

Recommendation: The Director of Human Resources recommends that the City Commission authorizes the appropriate City officials to amend the City's Health Insurance Program as summarized below, effective January 1, 2026, at its October 22, 2025 meeting.

Issue: Amend the City's Health Insurance Program to make the appropriate changes to the City's health insurance plan as summarized below.

Background:

Amendment to Health Insurance Reimbursement

The City of Tamarac has had for many years a waiver program that reimburses employees for their health insurance premiums up to a maximum amount if they choose to purchase insurance through their spouse's employer or otherwise independently of the City. Nearly 40 employees currently participate in this program, with an anticipated cost of $69,000.

Beginning in PY 2026 the City will modify its medical reimbursement for employees who waive City health insurance coverage, changing it from a reimbursement-based model to a flat $400 monthly stipend. Employees opting out of the City's medical plan will be required to complete an annual Opt-Out Form and affidavit and provide proof of alternative health insurance coverage. This change simplifies administration, ensures consistency across departments, and provides a predictable benefit amount for employees opting out of the City's medical plan. The stipend continues to recognize the value of employees maintaining alternate coverage while supporting cost management within the City's overall benefits program. The anticipated annual cost of the Medical Plan Waiver Stipend is $192,000.

Changes to Wellness Funds Received from Cigna

For PY 2026, CIGNA will continue to provide $75,000 annually in wellness and technology funds with an additional $10,000, supporting the continued automation of the City's benefit enrollment process and provides wellness activities, screenings, and incentive rewards to our employees.

Following a comprehensive review of claims analysis, utilization, and rate guarantees the recommendation for PY 2026 is to maintain the current plan design and health insurance rates with no change to premiums or cost-sharing formulas – See Exhibit A – Health Plan Design

Summary for PY 2026 and Exhibit B – PY 2026 Renewal ASO and Stop Loss Rates as those rates were guaranteed through December 31, 2026

Fiscal Impact:

In summary, the total anticipated cost to the City's modified Health Insurance Program is $123,000.

_____
Danielle Durgan

cc: Christine Cajuste, Director of Financial Services

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE HEALTH INSURANCE PROGRAM; MODIFYING THE HEALTH INSURANCE WAIVER PROGRAM AND CIGNA'S WELLNESS AND TECHNOLOGY OUTLAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Health Insurance Program will be modified to change the Health Insurance Waiver Program from a reimbursement-based model to a flat monthly stipend; and

WHEREAS, Cigna will provide an additional $10,000 in wellness and technology funds; and

WHEREAS, available funds exist in the appropriate Governmental Funds which are in the approved FY 2026 Budget to fund the City's Health Insurance Program; and

WHEREAS, it is the recommendation of the City Manager, the Director of Human Resources, and the Director of Financial Services that the Health Insurance Program as described in the Resolution and back-up documents are implemented effective January 1, 2026; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the business owners, residents, and visitors of the City of Tamarac to approve the changes to the Health Insurance Program.

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

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

SECTION 2: The amendments to the City's Health Insurance Program is approved and the appropriate City Officials are authorized to expend funds in an amount not to exceed budgeted funds, or as may be amended by City Commission.

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

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

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

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

PROPOSED HEALTH PLAN DESIGN SUMMARY FOR PY 2026

Benefit Highlights	Open Access HMO	High Deductible Health Plan	
Deductible	In Network Only	In Network	Out of Network
Individual/Family	$500/$1,000	$1,500/$3,000	$3,000/$6,000
Coinsurance	$0	10%	30%
Out-of-Pocket Limit	In Network Only	In Network	Out of Network
Individual/Family	$3,000/$6,000	$3,000/$6,000	$6,000/$12,000
Lifetime Maximum	Unlimited		
Physician Services	In Network Only	In Network	Out of Network
Primary Care Office Visits	$25	$0	30% after deductible
Specialist Office Visits	$40		
Well Child Care Office Visits	$0		
Routine Adult Physical or Well Woman Exam	$0		
Inpatient	$400/admission	10% after deductible	
Outpatient Surgery	$150 per visit	10% after deductible	
Emergency Services	Network Only	In Network	Out of Network
Emergency Room	$300	10%	10%
Urgent Care Center	$50	10%	30%
Convenience Care Clinic	$25	$0	30%
Telehealth	$25	$0	N/A
Prescription Drugs (30-Day Supply)	Network Only	In Network	Out of Network
Generic	$10		N/A
Preferred Brand	$35		
Non-Preferred Brand	$65		
Mail Order - 90-day supply	2.5x copay		

	Proposed	ER Share	ER %	EE Share	EE %
Open Access HMO:					
EE Only	$990.67	$892.02	90.00%	$98.66	10.00%
EE + Spouse	$2,537.78	$2,015.89	80.00%	$521.88	20.00%
EE + Children	$2,199.99	$1,747.57	80.00%	$452.42	20.00%
Family	$2,763.81	$2,195.45	80.00%	$568.37	20.00%
HDHP w/HRA:					
EE Only	$851.80	$800.88	94%	$50.92	6.00%
EE + Spouse	$2,182.03	$1,838.80	84.00%	$343.23	16.00%
EE + Children	$1,891.59	$1,594.05	84.00%	$297.54	16.00%
Family	$2,376.36	$2002.56	84.00%	$373.80	16.00%



City of Tamarac

As-Is Renewal with stop loss - ASO
1/1/2026
ASO Fees

ASO Fees - Current	OAPIN - National OAP	HRA - National OAP	HDHP - National OAP	DCFSA	HCFSA	Total
Administrative Service Fees	$ 22.47	$ 22.47	$ 22.47	$ -	$ 5.79	$ 115,229
Network Access Fees	$ 19.54	$ 19.54	$ 19.54	$ -	$ -	$ 93,558
HRA Fee	$ -	$ 4.78	$ -	$ -	$ -	$ 8,661
Total PEPM ASO Fee	**$ 42.01**	**$ 46.79**	**$ 42.01**	**$ -**	**$ 5.79**	
Employees	236	151	12	10	110	
Current Annual Administrative & Access Fees	$ 118,972	$ 84,783	$ 6,049	$ -	$ 7,643	$ 217,448

ASO Fees - Proposed From 1/1/2026 to 12/31/2026	OAPIN - National OAP	HRA - National OAP	HDHP - National OAP	DCFSA	HCFSA	Total	% Change
Administrative Service Fees	$ 22.47	$ 22.47	$ 22.47	$ -	$ 5.79	$ 115,229	0.0%
Network Access Fees	$ 19.54	$ 19.54	$ 19.54	$ -	$ -	$ 93,558	0.0%
HRA Fee	$ -	$ 4.78	$ -	$ -	$ -	$ 8,661	0.0%
Total PEPM ASO Fee	**$ 42.01**	**$ 46.79**	**$ 42.01**	**$ -**	**$ 5.79**		
Employees	236	151	12	10	110		
Proposed Annual Administrative & Access Fees	$ 118,972	$ 84,783	$ 6,049	$ -	$ 7,643	$ 217,448	0.0%

Fee Guarantees exist. Please see Fee Guarantee exhibit.

Stop Loss

Individual Stop Loss		OAPIN	HRA	HDHP	Total	% Change
Current		$ 140.96	$ 140.96	$ 140.96	$ 674,916	
Proposed		$ 157.87	$ 157.87	$ 157.87	$ 755,882	
Lives		236	151	12		
Proposed Annual Individual Stop Loss		$ 447,088	$ 286,060	$ 22,733	$ 755,882	12.00%
* *Pooling Point*	$ 250,000					
* *Contract Type*	Incurred in 12					
* *Terminal Liability Run-Out Months*	24					
* *Renewal Rate Predictability Product*	Renewal Advantage					
* *Rx Accumulation*	Y					
* *Commissions (Net or %)*	0.0%					

Aggregate Stop Loss		OAPIN	HRA	HDHP	Total	% Change
Current		$ 20.44	$ 20.44	$ 20.44	$ 97,867	
Proposed		$ 22.07	$ 22.07	$ 22.07	$ 105,671	
Lives		236	151	12		
Proposed Annual Aggregate Stop Loss		$ 62,502	$ 39,991	$ 3,178	$ 105,671	7.98%
* *Pooling Point*	$ 250,000					
* *Corridor Amount*	118%					
* *Contract Type*	Paid in 12					
* *Terminal Liability Run-Out Months*	3					
* *Minimum Attachment Percentage*	100%					
* *Rx Accumulation*	Y					
* *Commissions (Net or %)*	0.0%					
Current Total Annual Stop Loss					$ 772,783	
Proposed Total Annual Stop Loss					$ 861,553	11.5%

Total Fixed Cost - Current	$	990,231
Total Fixed Cost - Proposed	$	1,079,001	9.0%

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Judith Henry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14327

AGENDA SECTION: **REGULAR AGENDA**

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

RECOMMENDATION: The Director of Human Resources recommends that the City Commission authorizes the appropriate City officials to purchase Stop Loss Insurance from CIGNA for a period of one (1) year effective January 1, 2026.

BACKGROUND: Beginning January 1, 2013, the City moved from a fully insured to a partially self-insured health insurance plan establishing Individual and Aggregate (total claims above which the City would be reimbursed) Stop Loss attachment points of $125,000 and $3.3M, respectively. Under this structure, medical and prescription claims exceeding these attachment points are fully reimbursed by the selected stop loss insurance carrier, providing financial protection against unusually high claims.

Effective January 1, 2014, the City's Aggregate Stop Loss attachment point was increased to $150,000 due to higher than anticipated utilization and poor overall claims experience in 2013. The City implemented plan adjustments and increased the Aggregate Stop Loss Attachment point to offset the premium increase related to poor claims experience for PY 2013.

From PY 2014 to PY 2017, the City experienced stable claims initially, followed by unfavorable claims in PY 2016 and PY 2017—particularly due to rising specialty pharmacy costs. This led to premium increases of 5% and 7% respectively. The worsening claims experience also raised

the City's aggregate attachment point, increasing financial risk and necessitating higher health insurance rates for employees and retirees.

In PY 2019, CIGNA instituted system-wide prescription formulary changes to improve overall affordability and encourage appropriate use; overall plan designs remained the same. To manage rising costs for unadjusted medical claims in PY 2019, additional plan adjustments were implemented, and the Specific Stop Loss Attachment point was increased from $150,000 to $250,000 in PY 2020 to offset the proposed premium increase related to the increasing claims.

The City maintains stop-loss insurance to protect the self-insured medical plan against unusually high claims. This coverage provides financial protection by capping the City's liability for individual high-cost claims and aggregate claim costs. Rising costs of medical advancements and economic conditions continue to impact the market. Carriers evaluate historical plan performance, member demographics and risk from ongoing claimants to assess a plan's future projected costs. The City will continue to address these impacts to manage costs when negotiating future renewals.

For PY 2026, after a thorough review of claims experience and projections, it is recommended that the City renew its stop-loss insurance coverage with CIGNA, ensuring continued financial stability for the self-insured medical plan.

Stop Loss Insurance Contract Summary

In the summer of 2025, Lockton Companies, our benefit consultant partner, marketed the City's Stop Loss Insurance coverage on the City's behalf to six (6) carriers. After a comprehensive review of responses, City staff determined that CIGNA's proposal continues to offer the most cost-effective program, providing a level of reinsurance protection that is both prudent and appropriate for the City's self-insured medical plan.

As a result of our analysis and the quotes received, the City is maintaining established attachment points at $250,000 for specific individual claims and a maximum of $9.64M at an aggregate level for PY 2026 claims. At specific or aggregate levels beyond those attachment points, the City would be fully reimbursed by CIGNA.

The total blended increase for the Stop Loss insurance is 11%.

ISSUE: Renewal with CIGNA to provide Individual and Aggregate Stop Loss Insurance coverage for PY 2026 (January 1 through December 31).

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

ATTACHMENTS:

TR-14327 CIGNA Stop Loss memo 2026 ncAW.docx.pdf
TR14327-RESO 2026 Cigna Stop Loss.docx
TR 14327 Stop Loss Exhibit A ncAW.docx

CITY OF TAMARAC
Interoffice Memorandum
Human Resources

To: **Levent Sucuoglu, City Manager**

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

Date: **October 9, 2025**

Re: **City Health Insurance Stop Loss Insurance Plan Year (PY) 2026**

Recommendation: The Director of Human Resources recommends that the City Commission authorizes the appropriate City officials to purchase Stop Loss Insurance from CIGNA for a period of one (1) year effective January 1, 2026.

Issue: Renewal with CIGNA to provide Individual and Aggregate Stop Loss Insurance coverage for PY 2026 (January 1 through December 31).

Background: Beginning January 1, 2013, the City moved from a fully insured to a partially self-insured health insurance plan establishing Individual and Aggregate (total claims above which the City would be reimbursed) Stop Loss attachment points of $125,000 and $3.3M, respectively. Under this structure, medical and prescription claims exceeding these attachment points are fully reimbursed by the selected stop loss insurance carrier, providing financial protection against unusually high claims.

Effective January 1, 2014, the City's Aggregate Stop Loss attachment point was increased to $150,000 due to higher than anticipated utilization and poor overall claims experience in 2013. The City implemented plan adjustments and increased the Aggregate Stop Loss Attachment point to offset the premium increase related to poor claims experience for PY 2013.

From PY 2014 to PY 2017, the City experienced stable claims initially, followed by unfavorable claims in PY 2016 and PY 2017—particularly due to rising specialty pharmacy costs. This led to premium increases of 5% and 7% respectively. The worsening claims experience also raised the City's aggregate attachment point, increasing financial risk and necessitating higher health insurance rates for employees and retirees.

In PY 2019, CIGNA instituted system-wide prescription formulary changes to improve overall affordability and encourage appropriate use; overall plan designs remained the same. To manage rising costs for unadjusted medical claims in PY 2019, additional plan adjustments were implemented, and the Specific Stop Loss Attachment point was increased from $150,000 to $250,000 in PY 2020 to offset the proposed premium increase related to the increasing claims.

The City maintains stop-loss insurance to protect the self-insured medical plan against unusually high claims. This coverage provides financial protection by capping the City's liability for individual high-cost claims and aggregate claim costs. Rising costs of medical advancements and economic conditions continue to impact the market. Carriers evaluate historical plan performance, member

demographics and risk from ongoing claimants to assess a plan's future projected costs. The City will continue to address these impacts to manage costs when negotiating future renewals.

For PY 2026, after a thorough review of claims experience and projections, it is recommended that the City renew its stop-loss insurance coverage with CIGNA, ensuring continued financial stability for the self-insured medical plan.

Stop Loss Insurance Contract Summary

In the summer of 2025, Lockton Companies, our benefit consultant partner, marketed the City's Stop Loss Insurance coverage on the City's behalf to six (6) carriers. After a comprehensive review of responses, City staff determined that CIGNA's proposal continues to offer the most cost-effective program, providing a level of reinsurance protection that is both prudent and appropriate for the City's self-insured medical plan.

As a result of our analysis and the quotes received, the City is maintaining established attachment points at $250,000 for specific individual claims and a maximum of $9.64M at an aggregate level for PY 2026 claims. At specific or aggregate levels beyond those attachment points, the City would be fully reimbursed by CIGNA.

The total blended increase for the Stop Loss insurance is 11%.

Fiscal Impact: The City's adopted FY 2026 budget has funds allocated to cover the Individual Stop Loss Insurance premium to CIGNA of $755,882 and aggregate Stop Loss of $105,671 for PY 2026.

In summary, the total anticipated administrative cost of the City's Health Insurance Program, including the Stop Loss premium is approximately $1,079,001. The total administrative cost, plus unadjusted claims, results in a projected $8.03 million in plan costs and a total liability of $9.64M for PY 2026.

DocuSigned by:
Danielle Durgan
0CA9C2FA00E949E...
Danielle Durgan

cc: Christine Cajuste, Director of Financial Services

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE RENEWAL WITH CIGNA AT THE RATES OUTLINED IN EXHIBIT "A", ATTACHED HERETO, PROVIDING FOR STOP LOSS INSURANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in the summer of 2025, the City's benefits consultant Lockton Companies competitively marketed the Stop Loss Insurance Coverage for Plan Year 2026; and

WHEREAS, as a result of marketing Stop Loss Insurance Coverage, Lockton Companies presented the City with a proposal for stop loss coverage; and

WHEREAS, after detailed evaluation of the proposal, and with the assistance of Lockton Companies, Human Resources staff has determined that CIGNA's proposal provides the City with the most cost-effective program which includes a level of reinsurance protection that is prudent and appropriate; and

WHEREAS, available funds exist in the appropriate Governmental Funds which are in the approved FY 2026 Budget to fund the City's Stop Loss Insurance; and

WHEREAS, it is the recommendation of the City Manager, the Director of Human Resources, and the Director of Financial Services that the City renews the

purchase of Stop Loss Insurance subject to any revisions as may be negotiated by and between City staff and CIGNA and as approved by the City Manager and the City Attorney effective January 1, 2026; and

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

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

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

SECTION 2: The proposed rates from CIGNA are attached to this Resolution as Exhibit "A", and the appropriate City Officials are authorized to expend funds in an amount not to exceed budgeted funds, or as may be amended by City Commission.

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

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

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

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

TR14327
Exhibit A

City of Tamarac

As-Is Renewal with stop loss - ASO

1/1/2026

ASO Fees

ASO Fees - Current		OAPIN - National OAP	HRA - National OAP	HDHP - National OAP	DCFSA	HCFSA	Total
	Administrative Service Fees	$ 22.47	$ 22.47	$ 22.47	$ -	$ 5.79	$ 115,229
	Network Access Fees	$ 19.54	$ 19.54	$ 19.54	$ -	$ -	$ 93,558
	HRA Fee	$ -	$ 4.78	$ -	$ -	$ -	$ 8,661
	Total PEPM ASO Fee	**$ 42.01**	**$ 46.79**	**$ 42.01**	**$ -**	**$ 5.79**	
	Employees	236	151	12	10	110	
Current Annual Administrative & Access Fees		**$ 118,972**	**$ 84,783**	**$ 6,049**	**$ -**	**$ 7,643**	**$ 217,448**

ASO Fees - Proposed From 1/1/2026 to 12/31/2026		OAPIN - National OAP	HRA - National OAP	HDHP - National OAP	DCFSA	HCFSA	Total	% Change
	Administrative Service Fees	$ 22.47	$ 22.47	$ 22.47	$ -	$ 5.79	$ 115,229	0.0%
	Network Access Fees	$ 19.54	$ 19.54	$ 19.54	$ -	$ -	$ 93,558	0.0%
	HRA Fee	$ -	$ 4.78	$ -	$ -	$ -	$ 8,661	0.0%
	Total PEPM ASO Fee	**$ 42.01**	**$ 46.79**	**$ 42.01**	**$ -**	**$ 5.79**		
	Employees	236	151	12	10	110		
Proposed Annual Administrative & Access Fees		**$ 118,972**	**$ 84,783**	**$ 6,049**	**$ -**	**$ 7,643**	**$ 217,448**	**0.0%**

Stop Loss

Individual Stop Loss			OAPIN	HRA	HDHP	Total	% Change
	Current		$ 140.96	$ 140.96	$ 140.96	$ 674,916	
	Proposed		$ 157.87	$ 157.87	$ 157.87	$ 755,682	
	Lives		236	151	12		
Proposed Annual Individual Stop Loss			**$ 447,088**	**$ 286,060**	**$ 22,733**	**$ 755,682**	**12.00%**
	** Pooling Point*	$ 250,000					
	** Contract Type*	Incurred in 12					
	** Terminal Liability Run-Out Months*	24					
	** Renewal Rate Predictability Product*	Renewal Advantage					
	** Rx Accumulation*	Y					
	** Commissions (Net or %)*	0.0%					

Aggregate Stop Loss			OAPIN	HRA	HDHP	Total	% Change
	Current		$ 20.44	$ 20.44	$ 20.44	$ 97,867	
	Proposed		$ 22.07	$ 22.07	$ 22.07	$ 105,671	
	Lives		236	151	12		
Proposed Annual Aggregate Stop Loss			**$ 62,502**	**$ 39,991**	**$ 3,178**	**$ 105,671**	**7.98%**
	** Pooling Point*	$ 250,000					
	** Corridor Amount*	118%					
	** Contract Type*	Paid in 12					
	** Terminal Liability Run-Out Months*	3					
	** Minimum Attachment Percentage*	100%					
	** Rx Accumulation*	Y					
	** Commissions (Net or %)*	0.0%					
Current Total Annual Stop Loss						**$ 772,783**	
Proposed Total Annual Stop Loss						**$ 861,553**	**11.5%**

Total Fixed Cost - Current	**$**	**990,231**
Total Fixed Cost - Proposed	**$**	**1,079,001**	**9.0%**

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Judith Henry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14328

AGENDA SECTION: **REGULAR AGENDA**

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

RECOMMENDATION: The Director of Human Resources recommends that the City Commission authorizes the appropriate City officials to renew the City's dental insurance program with CIGNA as outlined in this report for two (2) years effective January 1, 2026.

BACKGROUND: The City of Tamarac contracts dental insurance coverage for its employees, their dependents and retirees through CIGNA. The City's dental insurance was awarded to CIGNA in January of 2017, and with assistance from our consultant partners at Lockton Companies, the programs, plan designs and rates have been regularly reviewed, competitively marketed in 2019, plan designs updated, rates negotiated and adjusted, with the program consistently renewed under the terms of the initial agreement. Our current contract expires December 31, 2025.

In the spring of 2024, again with assistance from our consultant partners at Lockton Companies, the benefit product line renewals were reviewed and subsequently a blended decrease in premium of 10% was negotiated for another year with CIGNA for the City's dental HMO and PPO plans, extending the plan design and rates through December 31, 2025.
In the spring of 2025, the dental plan was reviewed for Plan

Year (PY) 2026 (January 1 through December 31). The renewal rates are increasing due to rising claims experience, higher utilization of dental services, and increases in provider network costs. While last year's negotiation achieved a premium decrease, these underlying cost trends required an adjustment to ensure the financial stability of the dental plans while maintaining the current plan design and benefits for employees. See TR 14328 Dental Exhibit A.
We determined that CIGNA's renewal continues to provide the level of plan design, network size, and carrier flexibility which allows the City to continue providing high-quality, affordable dental insurance coverage to employees and retirees.

Dental Insurance Plan Design and Rates
The City's current dental insurance program is comprised of two separate plans, a traditional Dental HMO and a Dental PPO. Under the Dental HMO, members select providers from a network and the plan is structured with defined co-payments. The Dental PPO allows members access to cost savings when utilizing network providers and the flexibility to select non-network dentists for higher out-of-pocket costs. CIGNA maintains a large network of providers enabling covered members, and covered family members, to access dental care in a large geographic region. HMO coverage is limited to the state of Florida and PPO coverage is accepted nationally, providing benefits for in and out-of-network services. Both plans include the Oral Health Integration Program providing enhanced dental coverage for participants with certain medical conditions. We do not recommend changes to the Dental HMO or PPO plan design for PY 2026.

Rate Structure and Cost Sharing
The City currently pays 100% for single-tier coverage and 50% for dependent tiers of full-time regular non-bargaining employees and does not contribute towards the premium for bargaining employees. We propose that this allocation of costs continue for the proposed renewal period.

	2025 Monthly Rates	**2026 Monthly Rates**
Dental HMO		
Employee only	$ 16.98	$ 18.00

Empl & 1	$ 29.73	$ 31.52
Empl & 2 or more	$ 46.72	$ 49.53
Dental PPO		
Employee only	$ 35.30	$ 37.07
Empl & 1	$ 71.20	$ 74.76
Empl & 2 or more	$ 119.61	$ 125.59

The proposed rates outlined above represent a blended 5.3% increase in rates. The proposed renewal contract with CIGNA is for a two (2) year period effective January 1, 2026.

ISSUE: Renewal of the contract with CIGNA for the City's dental insurance program effective January 1, 2026, including a 5.3% blended rate increase with a two (2) year rate guarantee.

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

ATTACHMENTS:

TR 14328- 2026 Cigna Dental Memo 2026 .docx
UPDATED TR-14328 Dental Reso 2026.docx
Dental Exhibit A 2026.pdf

CITY OF TAMARAC
Interoffice Memorandum
Human Resources

To: **Levent Sucuoglu, City Manager**

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

Date: **October 9, 2025**

Re: **City's Dental Insurance Program**

Recommendation: The Director of Human Resources recommends that the City Commission authorizes the appropriate City officials to renew the City's dental insurance program with CIGNA as outlined in this report for two (2) years effective January 1, 2026.

Issue: Renewal of the contract with CIGNA for the City's dental insurance program effective January 1, 2026, including a 5.3% blended rate increase with a two (2) year rate guarantee.

Background: The City of Tamarac contracts dental insurance coverage for its employees, their dependents and retirees through CIGNA. The City's dental insurance was awarded to CIGNA in January of 2017, and with assistance from our consultant partners at Lockton Companies, the programs, plan designs and rates have been regularly reviewed, competitively marketed in 2019, plan designs updated, rates negotiated and adjusted, with the program consistently renewed under the terms of the initial agreement. Our current contract expires December 31, 2025.

In the spring of 2024, again with assistance from our consultant partners at Lockton Companies, the benefit product line renewals were reviewed and subsequently a blended decrease in premium of 10% was negotiated for another year with CIGNA for the City's dental HMO and PPO plans, extending the plan design and rates through December 31, 2025.

In the spring of 2025, the dental plan was reviewed for Plan Year (PY) 2026 (January 1 through December 31). The renewal rates are increasing due to rising claims experience, higher utilization of dental services, and increases in provider network costs. While last year's negotiation achieved a premium decrease, these underlying cost trends required an adjustment to ensure the financial stability of the dental plans while maintaining the current plan design and benefits for employees. See TR 14328 Dental Exhibit A.

We determined that CIGNA's renewal continues to provide the level of plan design, network size, and carrier flexibility which allows the City to continue providing high-quality, affordable dental insurance coverage to employees and retirees.

Dental Insurance Plan Design and Rates

The City's current dental insurance program is comprised of two separate plans, a traditional Dental HMO and a Dental PPO. Under the Dental HMO, members select providers from a network and the plan is structured with defined co-payments. The Dental PPO allows members access to cost savings when utilizing network providers and the flexibility to select non-network dentists for higher out-of-pocket costs. CIGNA maintains a large network of providers enabling covered members, and covered family members, to access dental care in a large geographic region. HMO coverage is limited to the state of Florida and PPO coverage is accepted nationally, providing benefits for in and out-of-network services. Both plans include the Oral Health Integration Program providing enhanced dental coverage for participants with certain medical conditions. We do not recommend changes to the Dental HMO or PPO plan design for PY 2026.

Rate Structure and Cost Sharing

The City currently pays 100% for single-tier coverage and 50% for dependent tiers of full-time regular non-bargaining employees and does not contribute towards the premium for bargaining employees. We propose that this allocation of costs continue for the proposed renewal period.

	2025 Monthly Rates	2026 Monthly Rates
Dental HMO		
Employee only	$ 16.98	$ 18.00
Empl & 1	$ 29.73	$ 31.52
Empl & 2 or more	$ 46.72	$ 49.53
Dental PPO		
Employee only	$ 35.30	$ 37.07
Empl & 1	$ 71.20	$ 74.76
Empl & 2 or more	$ 119.61	$ 125.59

The proposed rates outlined above represent a blended 5.3% increase in rates. The proposed renewal contract with CIGNA is for a two (2) year period effective January 1, 2026.

Fiscal Impact:

The adopted FY 2026 budget has funds allocated to cover the dental insurance costs for PY 2026. The total cost of this contract is estimated to be approximately $234,207 for PY 2026 which represents a 5.3% blended increase from the current PY 2025 contract.

Danielle Durgan

cc: Christine Cajuste, Director of Financial Services

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE RENEWAL WITH CIGNA, PROVIDING FOR A DENTAL INSURANCE PROGRAM, AND TO MAKE CERTAIN MODIFICATIONS TO THE PROGRAM FOR EMPLOYEES AND RETIREES; PROVIDING FOR THE CONTINUATION OF THE EXISTING COST ALLOCATION OF THE DENTAL INSURANCE PREMIUM BETWEEN THE CITY AND EMPLOYEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's dental insurance was awarded to CIGNA effective January 1, 2017, via Resolution R-2016-118 at the City Commission October 27, 2016, meeting, a copy of such resolution is on file with the City Clerk; and

WHEREAS, the City's dental insurance was renewed with CIGNA effective January 1, 2025, via Resolution R-2024-099 at the City Commission October 23, 2024, meeting, a copy of such resolution is on file with the City Clerk; and

WHEREAS, the City's contract with CIGNA is scheduled to expire on December 31, 2025, and

WHEREAS, in the spring of 2025, the City's Human Resources staff worked with the City's benefit consultant Lockton Companies to negotiate a renewal for Dental Insurance with CIGNA; and

WHEREAS, CIGNA has guaranteed the renewal rate for a period of two (2) years effective January 1, 2026, with no changes to the Dental Insurance plan designs and a 5.3 % blended increase in rates; and

WHEREAS, after evaluation of the renewal proposal from CIGNA, the Human Resources staff, determined that CIGNA continues to provide the most comprehensive dental insurance program; and

WHEREAS, it is the recommendation of the City Manager and the Director of Human Resources that the City renew the dental insurance program provided by CIGNA, subject to any revisions consistent with the benefit plan as may be negotiated by and between City staff and CIGNA and as approved by the City Manager and the City Attorney for two (2) plan years effective January 1, 2026; and

WHEREAS, this renewal will result in a premium increase from the 2025 premiums, guaranteed for two (2) years as described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, available funds exist in the appropriate Governmental Funds which are in the approved FY2026 Budget; and

WHEREAS, the City Commission has deemed it to be in the best interest of the health, safety and welfare of citizens and residents of the City of Tamarac to execute the dental insurance contract with CIGNA for dental insurance for City of Tamarac employees, as outlined in Exhibit A, attached hereto and made a part hereof, subject to any revisions consistent with the benefit plan as may be negotiated by and between City staff and CIGNA and as approved by the City Manager and the City Attorney effective January 1, 2026 for a two (2) year period.

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

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

SECTION 2: The renewal between the City and CIGNA is approved and the appropriate City Officials are authorized to expend funds in an amount not to exceed budgeted funds, or as may be amended by City Commission.

SECTION 3: That the appropriate City officials are hereby authorized to continue the existing cost allocation of the dental insurance premium between the City and employees.

SECTION 4: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 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. VILLALOBOS _____
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



Dental Renewal (2-year Rate Guarantee)

DENTAL

Bargaining Full-Time Employees	2025					2026			
	Bargaining Full-Time Employees					Bargaining Full-Time Employees			
Tier Level of Coverage	Enrollment	Dental DHMO				Dental DHMO			
		Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy	Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy
Employee	13	$16.98	$0.00	$16.98	0%	$18.00	$0.00	$18.00	0%
Employee +1	4	$29.73	$0.00	$29.73	0%	$31.52	$0.00	$31.52	0%
Employee + 2 or more	1	$46.72	$0.00	$46.72	0%	$49.53	$0.00	$49.53	0%
Monthly Total	18	$386	$0	$386		$410	$0	$410	
Annual Total		$4,637	$0	$4,637		$4,915	$0	$4,915	
		Dental PPO				Dental PPO			
Tier Level of Coverage	Enrollment	Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy	Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy
Employee	9	$35.30	$0.00	$35.30	0%	$37.07	$0.00	$37.07	0%
Employee +1	0	$71.20	$0.00	$71.20	0%	$74.76	$0.00	$74.76	0%
Employee + 2 or more	1	$119.61	$0.00	$119.61	0%	$125.59	$0.00	$125.59	0%
Monthly Total	10	$437	$0	$437		$459	$0	$459	
Annual Total		$5,248	$0	$5,248		$5,510	$0	$5,510	
	Non-Bargaining Full-Time Employees					Non-Bargaining Full-Time Employees			
Tier Level of Coverage	Enrollment	Dental DHMO				Dental DHMO			
		Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy	Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy
Employee	87	$16.98	$16.98	$0.00	100%	$18.00	$18.00	$0.00	100%
Employee +1	38	$29.73	$14.87	$14.87	50%	$31.52	$15.76	$15.76	50%
Employee + 2 or more	58	$46.72	$23.36	$23.36	50%	$49.53	$24.77	$24.77	50%
Monthly Total	183	$5,317	$3,397	$1,920		$5,637	$3,601	$2,035	
Annual Total		$63,801	$40,764	$23,037		$67,638	$43,215	$24,423	
		Dental PPO				Dental PPO			
Tier Level of Coverage	Enrollment	Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy	Total Monthly Rate	ER Monthly	EE Monthly	ER Subsidy
Employee	82	$35.30	$35.30	$0.00	100%	$37.07	$37.07	$0.00	100%
Employee +1	41	$71.20	$35.60	$35.60	50%	$74.76	$37.38	$37.38	50%
Employee + 2 or more	55	$119.61	$59.81	$59.81	50%	$125.59	$62.80	$62.80	50%
Monthly Total	178	$12,392	$7,643	$4,749		$13,012	$8,026	$4,986	
Annual Total		$148,708	$91,722	$56,987		$156,144	$96,308	$59,836	
Total Annual	389	$222,394	$132,486	$89,908		$234,207	$139,523	$94,684	
$ Difference						$11,813	$7,037	$4,776	
% Difference						5.3%	5.3%	5.3%	

Effective January 1, 2026

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14333

AGENDA SECTION: **REGULAR AGENDA**

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

RECOMMENDATION: The Public Services Director recommends that the City Commission authorize the appropriate City Officials to support the Broward Safety Action Plan (BSAP) – Roadway Safety Analyses (RSA) NW 31st Ave Corridor Project, part of the metropolitan planning organizations amended 2050 metropolitan transportation plan; and that this item be placed on October 22, 2025, Commission Agenda.

BACKGROUND: The Broward Safety Action Plan (BSAP) uses a data-driven prioritization framework to guide strategy and project selection. A three-tier scoring matrix—considering the High-Injury Network, High-Risk Network, and Demographic Analysis—was adopted to identify and prioritize projects. This approach enables Broward County to allocate limited resources to its most critical safety needs, advancing the regional goal of reducing killed and seriously injured (KSI) crashes to zero by 2050.
Within the Broward Safety Action Plan (BSAP), eleven corridors, including the NW 31st Avenue Corridor, were prioritized for conceptual design. Selection was based on prioritization scores while also ensuring a mix of roadway contexts, ownerships, jurisdictions, and lane types without other programmed improvements.

The NW 31st Avenue Corridor is a high priority for both the County and the region due to its safety and mobility challenges. The project will be incorporated into the

Broward Safety Action Plan (BSAP) Technical Plan in early 2026 by the Broward MPO Board and the Board of County Commissioners. It will be advanced to Program Ready status and integrated into the Metropolitan Transportation Plan (MTP). Short-term improvements will be provided to jurisdictional owners in Fall 2025 for local implementation. Broward MPO will track project status annually through the Broward Safety Action Plan (BSAP) Annual Report.

ISSUE: The NW 31st Avenue Corridor Project, spanning from NW 8th Place to W. McNab Road, includes the City of Tamarac segment located between Commercial Boulevard and approximately 770 feet south along NW 31st Avenue. In order for the project to advance, formal support from the City's elected officials is required so it can be incorporated into the 2050 Metropolitan Transportation Plan.

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

ATTACHMENTS:

TR14333_Memo_-_BSAP_RSA_NW_31st_Ave_Corridor_Blvd_project_10-16-25.docx
TR14333_Resolution_-_BSAP_RSA_NW_31st_Ave_Corridor_Blvd_project_10-16-25.docx
TR 14333 - EXHIBIT A BSAP Corridor DRAFT Report_NW 31st Avenue_FINAL.pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

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

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

From: **Daniela Herrera, Assistant City Engineer**

Date: **October 06, 2025**

Re: **Temp Reso. #14333 – Broward Safety Action Plan (BSAP) – Roadway Safety Analyses (RSA) NW 31st Ave Corridor Project – City Commission Meeting of October 22, 2025.**

Recommendation:

The Public Services Director recommends that the City Commission authorize the appropriate City Officials to support the Broward Safety Action Plan (BSAP) – Roadway Safety Analyses (RSA) NW 31st Ave Corridor Project, part of the metropolitan planning organizations amended 2050 metropolitan transportation plan; and that this item be placed on October 22, 2025, Commission Agenda.

Issue:

The NW 31st Avenue Corridor Project, spanning from NW 8th Place to W. McNab Road, includes the City of Tamarac segment located between Commercial Boulevard and approximately 770 feet south along NW 31st Avenue. In order for the project to advance, formal support from the City's elected officials is required so it can be incorporated into the 2050 Metropolitan Transportation Plan.

Background:

The Broward Safety Action Plan (BSAP) uses a data-driven prioritization framework to guide strategy and project selection. A three-tier scoring matrix—considering the High-Injury Network, High-Risk Network, and Demographic Analysis—was adopted to identify and prioritize projects. This approach enables Broward County to allocate limited resources to its most critical safety needs, advancing the regional goal of reducing killed and seriously injured (KSI) crashes to zero by 2050.
Within the Broward Safety Action Plan (BSAP), eleven corridors, including the NW 31st Avenue Corridor, were prioritized for conceptual design. Selection was based on prioritization scores while also ensuring a mix of roadway contexts, ownerships, jurisdictions, and lane types without other programmed improvements.

The NW 31st Avenue Corridor is a high priority for both the County and the region due to its safety and mobility challenges. The project will be incorporated into the Broward Safety Action Plan (BSAP) Technical Plan in early 2026 by the Broward MPO Board and the Board of County Commissioners. It will be advanced to Program Ready status and integrated into the Metropolitan Transportation Plan (MTP). Short-term improvements will be provided to jurisdictional owners in Fall 2025 for local implementation. Broward MPO will track project status annually through the Broward Safety Action Plan (BSAP) Annual Report.

Fiscal Impact:

The project is currently funded through Broward County's five-year Capital Program. In addition, the County will apply for SS4A Implementation Grant funding, and no local funding is required for this project.

This item supports Strategic Goal #2 – The City of Tamarac is Safe and People Know it by promoting the implementation of traffic calming devices.

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 SUPPORT THE BROWARD SAFETY ACTION PLAN (BSAP) – ROADWAY SAFETY ANALYSES (RSA) NW 31ST AVE CORRIDOR PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization (MPO) approved the Route to 2050 also known as the 2050 Metropolitan Transportation Plan (MTP) on December 12, 2024; and

WHEREAS, the NW 31st Avenue Corridor Project: NW 8th Place to W McNab Road Project ("the Project"), as is more specifically set forth in Exhibit "A," attached hereto and made part of this Resolution, has been identified as transportation need that extends through multiple municipalities, with the City of Tamarac segment located between Commercial Boulevard and approximately 770 feet south along NW 31st Avenue; and

WHEREAS, the Project is proposed to be amended into the 2050 Metropolitan Transportation Plan Feasible Plan; and

WHEREAS, the Project is included in Broward County's current five-year Capital Program for design, has been submitted for consideration under the Safe Streets for All (SS4A) Implementation Grant, and requires no local funding; and

WHEREAS, a resolution from the City Commission of the City of Tamarac stating support for the project is required for the project to be included in the 2050 Metropolitan Transportation Plan; and

WHEREAS, the City of Tamarac ("the City") commits to work with the Broward MPO, transportation partners, and the public to prepare the Project for programming in the Broward MPO's Transportation Improvement Program.

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

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

SECTION 2. The appropriate City Officials are hereby authorized to support the Projects, as listed in the Exhibit "A," which are endorsed by the City of Tamarac to improve roadway conditions.

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

SECTION 4: 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.

SECTION 5: 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 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

"The remainder of this page is left blank intentionally"

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

PASSED, ADOPTED AND APPROVED this _____day of _____, 2025.

MICHELLE J. GOMEZ
MAYOR

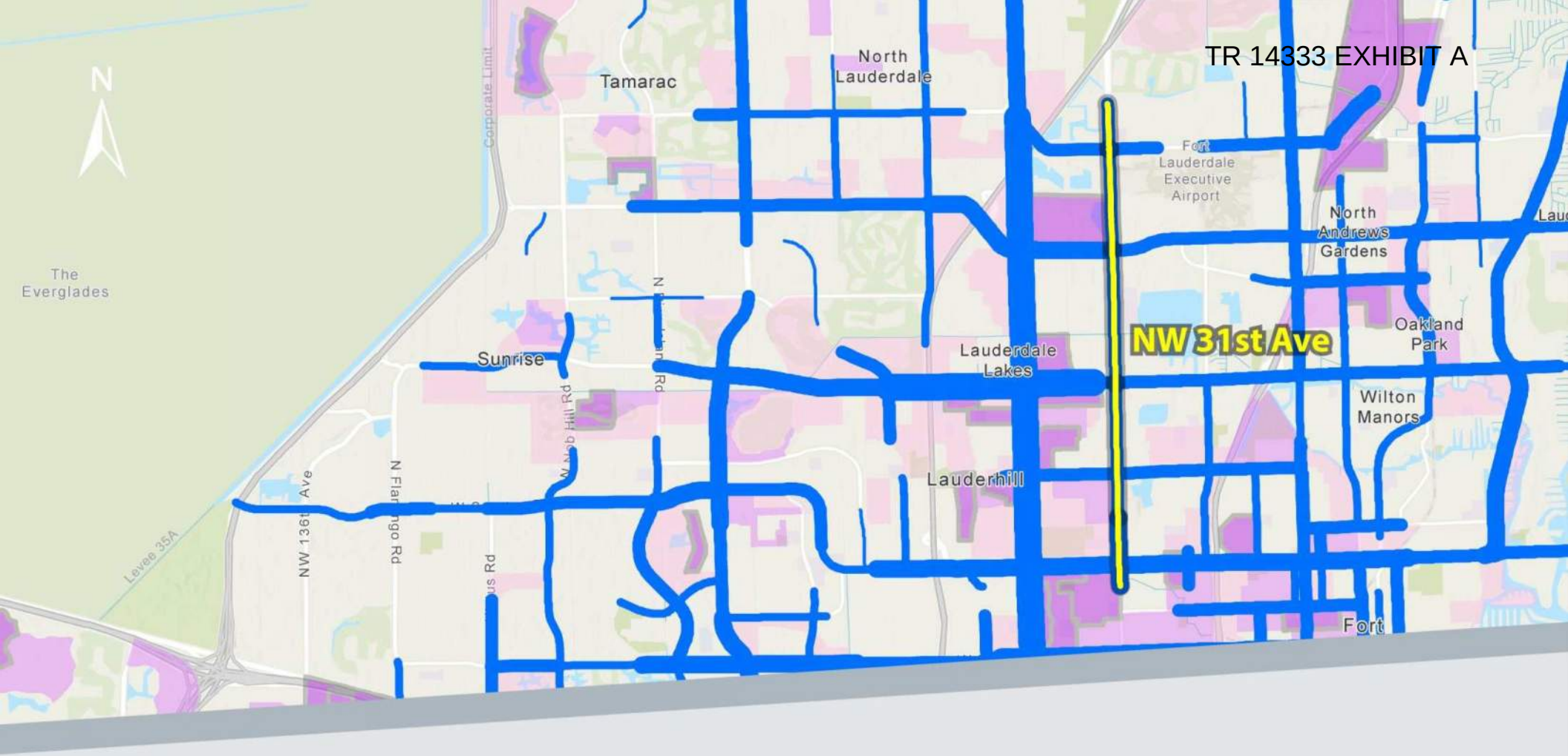
ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ: _____
DIST 1: COMM. BOLTON _____
DIST 2: 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



BROWARD REGIONAL COMPREHENSIVE SAFETY ACTION PLAN

Priority Corridor Report

NW 31st Avenue: NW 8th Place to W. McNab Road

September 2025

SAFE STREETS 4 BROWARD
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Broward MPO Metropolitan Planning Organization

S|S 4|A

BROWARD COUNTY FLORIDA

CONSULTANT TEAM



FEHR PEERS

TABLE OF CONTENTS

1 CORRIDOR SELECTION AND SAFE SYSTEM APPROACH 1
1.1 CONCEPT DESIGN PROCESS 2
1.2 DESIGN APPROACH 3
2 EXISTING CORRIDOR CONDITIONS & SAFETY ANALYSIS 4
2.1 CORRIDOR OVERVIEW 4
2.2 RELATED PLANS AND PROJECTS 4
2.3 SAFETY ANALYSIS 5
2.4 NEAR MISS SUMMARY 11
3 AGENCY AND PUBLIC INVOLVEMENT 12
3.1 ROAD SAFETY ASSESSMENT 12
3.2 INITIAL PUBLIC MEETING 13
3.3 STAKEHOLDER COORDINATION 14
3.4 FINAL PUBLIC MEETING 15
4 BSAP CORRIDOR RECOMMENDATIONS 16
4.1 CORRIDOR OPPORTUNITIES AND CONSTRAINTS 16
4.2 CORRIDOR DESIGN CONCEPT 17
4.3 COST ESTIMATE 26
4.4 FHWA SAFE SYSTEM SCORING EVALUATION 27
4.5 BENEFIT COST ANALYSIS 29
4.6 NEXT STEPS 30
APPENDICES 31

FIGURES

Figure 1: Project Concept Design Process 2
Figure 2: Crash heatmap of all crashes 5
Figure 3: KSI Crashes by mode 5
Figure 4: Safety Analysis Board 6
Figure 5: Crash Diagram Boards 7
Figure 6: Corridor Demorgraphics Boards 9
Figure 7: Near-Miss Conflict Heatmap 11
Figure 8: Near-Miss Conflict Distributions 11

TABLES

Table 1: Expected Annual Frequency by Type and Severity 11
Table 2: Short Term Recommendations 18
Table 3: Long Term Recommendations 19
Table 4: Cost Estimate 26
Table 5: Safe System Assessment Scoring Types 27
Table 6: NW 31st Avenue Safe System Alignment Scores 28
Table 7: Summary of BCA Results 30

APPENDICES

Appendix A: RSA
Appendix B: Initial Public Meeting
Appendix C: Final Public Meeting
Appendix D: Traffic Data and Analysis
Appendix E: Countermeasures Board
Appendix F: Cost Estimate Details
Appendix G: Benefit Cost Analysis Backup

1 CORRIDOR SELECTION AND SAFE SYSTEM APPROACH

Strategy and project selection are key components of a successful Safe Streets and Roads for All (SS4A) Safety Action Plan, as outlined by the Federal Highway Administration (FHWA). The Broward Regional Comprehensive Safety Action Plan (BSAP) strategy and project selection process is grounded in a data-driven prioritization framework. A three-tier scoring matrix was adopted to identify and prioritize projects within the BSAP, utilizing the High-Injury Network, High-Risk Network, and Demographics Analysis. By using this approach, the Broward region can strategically allocate limited resources to address the most critical needs, thereby advancing our shared regional safety goal of eliminating killed and serious injury (KSI) crashes to zero by the year 2050. Within the Broward Safety Action Plan, eleven corridors were prioritized to move into conceptual design based on prioritization score while also delivering concepts within a mix of context classifications, roadway owners, cities, and number of lanes which did not have any programmed improvements planned. The eleven priority corridors are:

1. US441/SR7, Davie Boulevard to Sunrise Boulevard
2. Broward Boulevard (SR 842), I-95 to NW 1st Avenue
3. Stirling Road (SR 848), I-95 to US1/Federal Highway
4. NW 31st Avenue, NW 8th Place to McNab Road
5. West Broward Boulevard, Central Park Drive to University Drive
6. NW 19th Street, NW 43rd Terrace to NW 31st Avenue
7. NW 6th Street/Sistrunk Boulevard, NW 27th Avenue to N Andrews Avenue
8. Royal Palm Boulevard, Riverside Drive to US 441/ SR 7
9. Rock Island Road, Southgate Boulevard to Royal Palm Boulevard
10. Taft Street, NW 70th Terrace to US 441/ SR 7
11. SW 10th Street, I-95 to Dixie Highway



This report has been prepared to specifically describe the overall conceptual design development process for the NW 31st Avenue Priority Corridor.

1.1 CONCEPT DESIGN PROCESS

Each corridor went through a collaborative, data-driven approach to balance the safety needs with the needs of all the stakeholders. Shown in **Figure 1,** the process initiated in January 2024 and will conclude in November 2025 with amendment to the BMPO Metropolitan Transportation Plan (MTP) to include these corridors. Each corridor package includes the design concept, cost estimates, and supporting data to allow programming of these corridors for design and construction.

FIGURE 1: PROJECT CONCEPT DESIGN PROCESS



1.2 DESIGN APPROACH



Conceptual design for 11 BSAP Priority Corridors includes planning level design plans and estimates to create engineering solutions to achieve zero fatalities and serious injuries on our streets using the Safe System Approach. Additionally, FHWA Safe System Roadway Design Hierarchy, 4 Tiers of Improvements, were utilized. Each corridor considered reactive considerations based on crash history, proactive considerations based on risk factors, BSAP focus plan outcomes from the Lighting Safety Action Plan, Midblock Safety Action Plan, Pedestrian and Bicycle Safety Action Plan, School Zone & Bus Stop Safety Action Plan, Technology Safety Action Plan, and Safe Speeds Action Plan. Target Speeds were assigned based on the context of the corridor to provide for both the safety and mobility needs of all anticipated users. One of the key principles of the Safe System Approach for these designs is "Redundancy is Crucial."

Each of the corridor concept designs was informed by data to include:

- Corridor Safety Analysis, 2019-2023 Signal Four Analytics Data
- Corridor Demographics Analysis, BMPO Indicators
- Corridor KSI Crash Diagrams, 2019-2023 (Signal Four Analytics Crash Reports)
- Corridor Speed/Volume field counts – weekday and weekend
- Multi-disciplinary Road Safety Assessment
- Initial Public Meeting to understand the public's safety concerns
- Final Public Meeting to discuss proposed countermeasures
- Two stakeholder review meetings and several rounds of stakeholder review comments

Additionally, the design approach included the following considerations:

- No new right-of-way acquisition
- Initial traffic analysis for lane reassignment, turn lane length reduction, and roundabout feasibility

Three key approaches have been adopted in the Broward Safety Action Plan are listed as follows:

- Speed management is key to reducing severe crashes. Adopted target speeds aligned with context along with the proven countermeasures to achieve safer speeds.
- Visibility improvements to reduce severe crashes at night. Improved lighting to meet national best practices, illuminate crosswalks, and adjacent paths/trails to reduce risk.
- Aligned midblock crosswalks with transit stops. Implementation of new midblock crosswalks to align and serve pedestrians using transit to inform vehicular expectations and create spaces for safe crossings.

2 EXISTING CORRIDOR CONDITIONS & SAFETY ANALYSIS

2.1 CORRIDOR OVERVIEW

NW 31st Avenue is a 5.3-mile-long corridor owned and maintained by Broward County; the corridor crosses the following five (5) municipalities: City of Lauderdale Lakes, the City of Fort Lauderdale, the City of Tamarac, the City of Lauderhill, and the City of Oakland Park. The corridor limits are NW 8th Place (to the south) and W. McNab Road (to the north). The entire corridor is within the High-Injury Network and High-Risk Network. The corridor is a 6-lane facility classified as a Minor Arterial with a posted speed of 35 MPH and a right-of-way width of 106-feet according to the Broward County Trafficways Plan. It has 6 lanes with spot medians ranging from 4-feet to 25-feet wide, 5-foot sidewalks with narrow buffers ranging from zero to 4-feet, and on-street 4-foot-wide conventional bike lanes are provided throughout the study segment. Based on the FDOT Preliminary Context Classification map, the corridor is classified as C3R (Suburban Residential) between McNab Road and Cypress Creek Road, C3C (Suburban Commercial) between Cypress Creek Road and Prospect Road and C4 (Urban General) between Prospect Road and NW 8th Place. Traffic volumes and 85th percentile speed were measured in August 2024 to be 20,000 to 31,500 vehicles per day (vpd) and 52 mph weekday and 53 mph weekend, shown in Appendix D.

2.2 RELATED PLANS AND PROJECTS

The Broward MPO and Broward County completed a Mobility Plan in December 2022 that proposed substantial changes to NW 31st Avenue; the plan was completed in partnership with the City of Tamarac, the City of Fort Lauderdale, the City of Pompano Beach, the City of Lauderhill, the City of Lauderdale Lakes and the City of Oakland Park. The recommendations developed as part of the Mobility Plan, including a 10' wide multiuse path and speed management countermeasures such as: raised intersections, raised crosswalks, and pedestrian hybrid beacons, etc., are intended to provide a safer and more comfortable infrastructure for pedestrians, bicyclists, and transit users.

The City of Lauderdale Lakes completed a Walk Audit in 2019 that identified project-level recommendations on NW 31st Avenue from Sunrise Boulevard to NW 44th Street. The recommendations were developed around Complete Streets concepts to promote safety improvements for the benefit of all users.

In 2020, the City of Lauderdale Lakes established the *NW 31st Avenue Overlay District* to improve the existing character and enhance the community's identity, maintain and improve property values and reduce the impact of blighted areas.

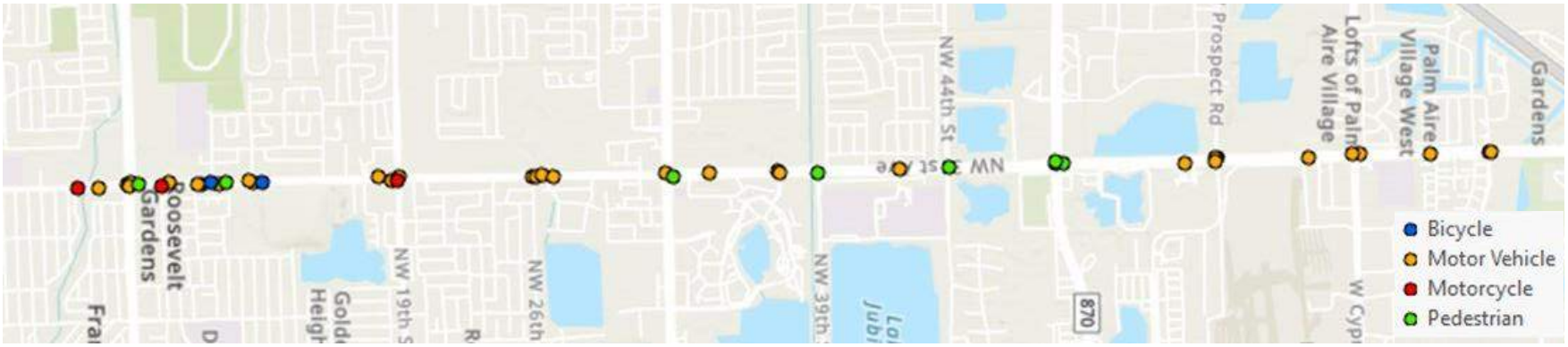
2.3 SAFETY ANALYSIS

Using Signal Four Analytics, historical crash data for the most recent five years of data, January 2019 through December 2023, was analyzed. Hard copy police reports were reviewed for all fatal and serious injury crashes (KSI crashes), and the crashes were plotted and summarized in **Figure 2, Figure 3, Figure 4,** and **Figure 5.** Demographics analysis from 2018-2022 is included in **Figure 6.** During the analysis period, the study segment experienced a total of 3,043 crashes of which 48 involved a KSI outcome. The most frequent KSI crash types during the analysis period were pedestrian crashes (22%), left-turn crashes (22%) and rear-end crashes (14%).

FIGURE 2: CRASH HEATMAP OF ALL CRASHES



FIGURE 3: KSI CRASHES BY MODE

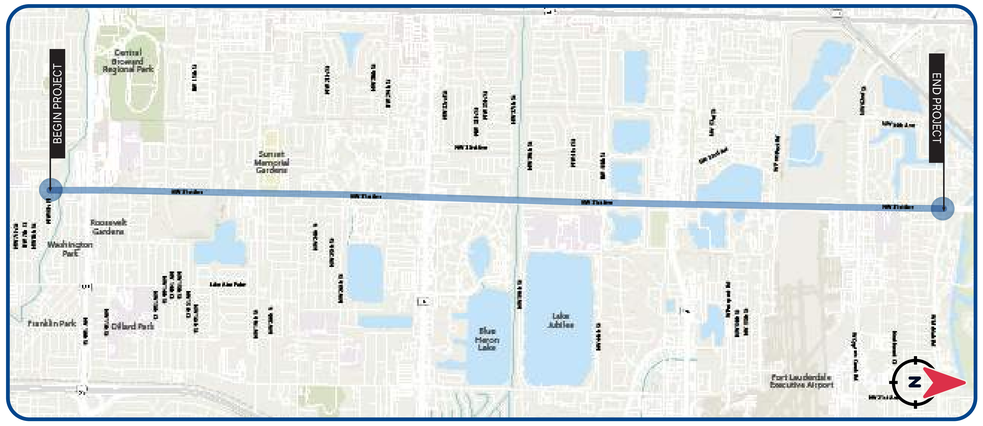


NW 31ST AVENUE
NW 8TH PLACE TO MCNAB ROAD
CORRIDOR SAFETY ANALYSIS SUMMARY

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KSI BY MODE (KSI)
*people involved

11 killed/fatalities

64% pedestrian | 9% motorcycle | 27% vehicle

37 serious injuries

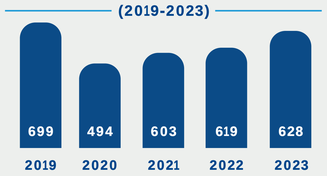
14% Bicycle | 11% pedestrian | 5% motorcyclist | 70% vehicle

Analysis period: 2019-2023

TOTAL CRASHES BY YEAR

609 crashes/year

(2019-2023)



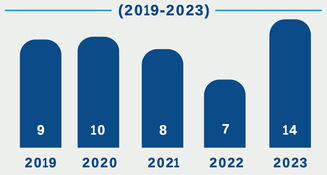
TOTAL ECONOMIC IMPACT*

$ 271,068,270

KSI PER YEAR

10 crashes/year

(2019-2023)



TOTAL ECONOMIC IMPACT*

$ 143,533,170

Analysis period: 2019-2023

NW 31st Street Corridor Limits: from NW 8th Place to McNab Road



CONTEXT

Urban

Context classification: **C4**

CORRIDOR CHARACTERISTICS

- Number of lanes: **6**
- Number of transit stops: **50**
- Route number(s): **31, 40**
- Functional classification: **Minor Arterial**

TRAFFIC CONDITIONS

- AADT (2023): **26,500 - 45,000 vpd**
- Posted Speed: **35 mph**
- Weekday Actual Speed (85th Percentile): **52 mph**
- Weekend Actual Speed (85th Percentile): **53 mph**

WHEN (ALL CRASHES)

Day Crashes **69%**

Night Crashes **31%**

CRASHES RESULTING IN A KSI

Weekdays 1%

Weekends 2%

Sunday 3% of crashes resulting in a KSI

Analysis period: 2019-2023

WHERE (ALL CRASHES)

26% Crashes at intersection

74% Crashes not at intersection

Analysis period: 2019-2023

POTENTIAL CONTRIBUTING FACTORS (ALL CRASHES)

ENVIRONMENTAL FACTOR

87% On dry roads

13% On wet roads

BEHAVIORAL FACTORS

15% Distracted driving

1% Alcohol/Drugs

2% Speeding / Aggressive driving

Analysis period: 2019-2023

CRASH TYPE (KSI CRASHES)

- **6%** O□ Road
- **7%** Angle
- **22%** Left Turn
- **2%** Overturn
- **22%** Pedestrian
- **14%** Rear End
- **6%** Bicycle
- **12%** Sideswipe

Analysis period: 2019-2023

* Economic costs are monetary costs associated with emergency services deployment, medical services, productivity loss due to victim injury, insurance, and legal costs, cost associated congestion impacts because of the crash, and property damage costs. Monetized pain and su□ering costs are an assumption of the costs associated with lost quality-of-life (or Quality-Adjusted Life Years), accounting for reductions in life expectancy and quality of life changes because of a crash.

Sources: Crash data: Signal Four Analytics; Speed Data: Field Counts; Economic Data: FDOT KABCO Crash Costs; AADT: FDOT Tra□c Online; Context Classification: FDOT Context Classification Map

NW 31ST AVENUE

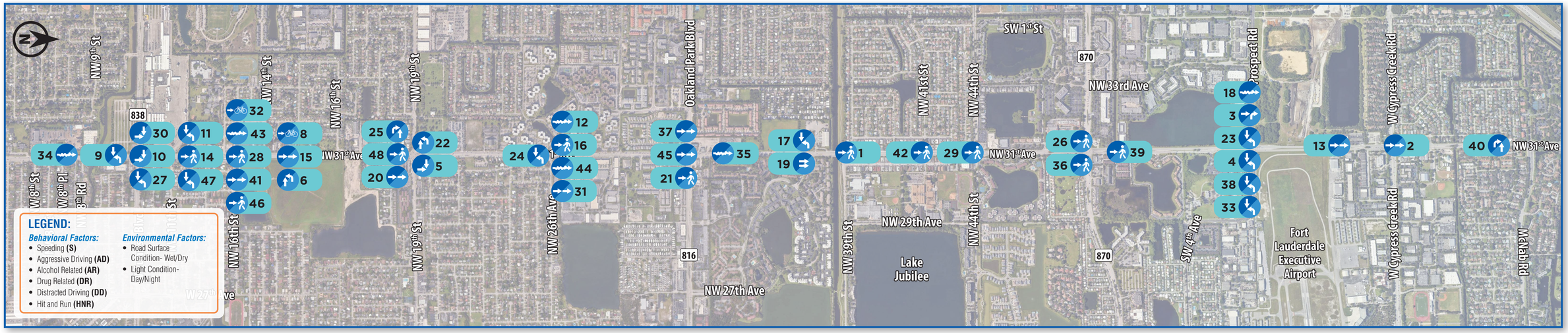
NW 8TH PLACE TO MCNAB ROAD

KSI Crash Diagram (2019-2023)(Source: Signal Four Analytics)

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CRASH TYPES

Rear End · Head On · Sideswipe, Same Direction · Sideswipe, Opposite Direction · Overtaking · Right Turn, Rear End · Right Turn, Oncoming · Left Turn, Oncoming · Left Turn, Rear End · Left Turn, Opposing Thru · Right Angle · Right Turn, Sideswipe · Through with Right · Left Turn, Sideswipe · Through with Left · Left and Right Turn with Sideswipe · Single Vehicle with Parked Car · Single Vehicle with Other Than Parked Car · Vehicle with Pedestrian · Vehicle with Bicycle · Bicycle with Pedestrian · Other

KSI CRASH NO.	DATE - TIME OF CRASH	MODE	SEVERITY OF CRASH	ENVIRONMENTAL FACTORS	BEHAVIOR FACTORS	CRASH TYPE	CRASH SUMMARY
1	8:00 PM	Pedestrian	Fatality	Dry/DAY			NB driver collided with pedestrian crossing midblock going WB
2	9:55 AM	Motor Vehicle	Serious Injury	Dry/DAY			SB driver collided with SB vehicle stopped at the traffic signal
3	7:35 PM	Motor Vehicle	Serious Injury	Dry/DAY	HNR		WB vehicle in right turn lane was trying to yield to a BSO vehicle, pulled out into the intersection and collided with SB vehicle
4	9:12 AM	Motor Vehicle	Serious Injury	Dry/DAY			SB driver made a left turn into the path of NB vehicle. Left turn made during the yellow phase
5	11:50 AM	Motor Vehicle	Serious Injury	Dry/DAY			NB driver ran the red light and colided with EB vehicle
6	1:12 PM	Motor Vehicle	Serious Injury	Dry/NIGHT			WB driver was making a left turn and was struck by vehicle traveling WB in the EB lanes (against traffic)
7	6:00 AM	Motor Vehicle	Serious Injury	Wet/DAY			SB driver struck bicyclist traveling EB on the south leg
8	1:27 AM	Bicycle	Serious Injury	Dry/NIGHT	HNR		SB driver in the left turn lane was approaching the signal and struck a bicyclist crossing WB midblock
9	3:24 AM	Motor Vehicle	Serious Injury	Dry/NIGHT			SB driver was attempting to make a left into plaza (south of Sunrise Blvd) and collided with NB vehicle
10	6:00 PM	Motor Vehicle	Serious Injury	Dry/DAY	HNR		EB vehicle ran the red light and collided with NB vehicle
11	9:08 AM	Motorcycle	Fatality	Dry/NIGHT			EB driver made a left turn into the path of a NB motorcycle
12	3:43 PM	Bicycle	Serious Injury	Dry/DAY			SB Moped was traveling in the bike lane and lost control, hitting the sidewalk and was ejected.
13	6:21 PM	Motor Vehicle	Serious Injury	Dry/DAY	DD		NB driver collided with NB vehicle stopped due to congestion
14	10:30 PM	Pedestrian	Fatality	Wet/DAY			SB driver in SBLT lane collided with pedestrian attempting to cross WB. Hit and Run

KSI CRASH NO.	DATE - TIME OF CRASH	MODE	SEVERITY OF CRASH	ENVIRONMENTAL FACTORS	BEHAVIOR FACTORS	CRASH TYPE	CRASH SUMMARY
15	11:58 AM	Motor Vehicle	Serious Injury	Dry/DAY			NB driver made a Uturn at NW 14th Street and was rear-ended by a SB vehicle
16	9:04 PM	Motor Vehicle	Fatality	Dry/NIGHT	HNR		NB driver struck pedestrian crossing midblock near the bus stop
17	3:00 PM	Motor Vehicle	Serious Injury	Dry/DAY			NB vehicle attempted to make a Uturn and struck SB vehicle
18	5:15 PM	Motor Vehicle	Serious Injury	Dry/NIGHT			NB driver lost control of vehicle and collided with light pole on east side
19	7:31 PM	Motor Vehicle	Fatality	Dry/DAY			2 NB vehicles collided and one of the vehicles hit a utility pole
20	12:29 AM	Motor Vehicle	Serious Injury	Dry/DAY			NB driver struck NB vehicle stopped at the traffic light
21	1:50 PM	Pedestrian	Serious Injury	Wet/NIGHT			NB driver struck pedestrian crossing midblock immediately north of Oakland Park Blvd
22	12:08 AM	Motor Vehicle	Serious Injury	Dry/DAY	HNR		WB driver turned left in the path of EB vehicle
23	7:10 AM	Motor Vehicle	Serious Injury	Dry/DAY			NB driver made a left turn into the path of a SB through vehicle
24	8:28 PM	Motor Vehicle	Serious Injury	Dry/DAY			SB driver made a left turn into the path of NB vehicle. Left turn made during a red arrow
25	5:42 PM	Motorcycle	Serious Injury	Dry/DAY			NB vehicle attempted to make a right turn from the inside through lane and struck a NB motorcycle traveling in the outside through lane
26	10:54 PM	Motor Vehicle	Fatality	Dry/DAY			Pedestrian hit in crosswalk on the east leg of the intersection. Hit and Run crash with no witnesses so there is no information on the direction of the vehicle that struck the pedestrian.
27	10:38 PM	Bicycle	Serious Injury	Dry/DAY	DD		SB driver made a left turn into the path of a moped traveling NB. Hit and run crash. (Mopeds are excluded from being considered as motorcycles based on FL statutes).

NW 31ST AVENUE

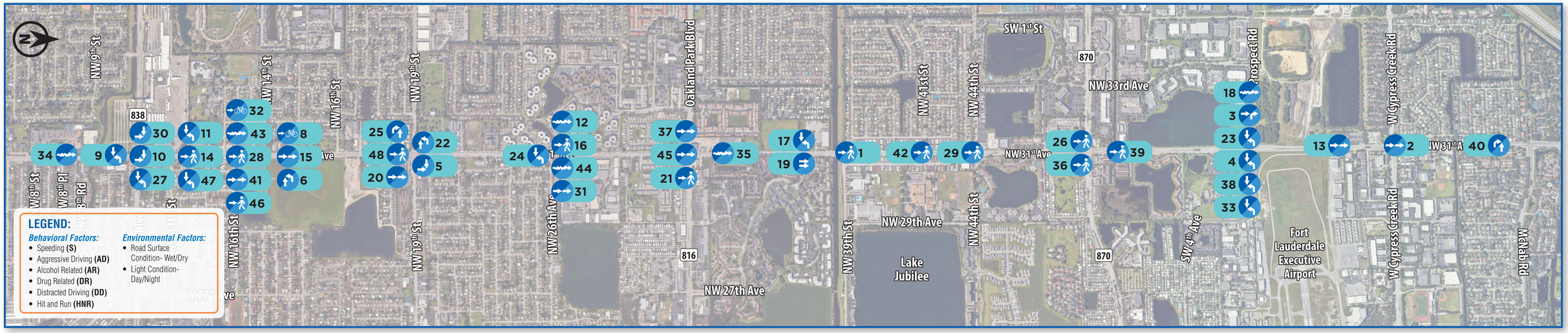
NW 8TH PLACE TO MCNAB ROAD

KSI Crash Diagram (2019-2023)(Source: Signal Four Analytics)

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CRASH TYPES

Rear End · Head On · Sideswipe, Same Direction · Sideswipe, Opposite Direction · Overtaking · Right Turn, Rear End · Right Turn, Oncoming · Left Turn, Oncoming · Left Turn, Rear End · Left Turn, Opposing Thru · Right Angle · Right Turn, Sideswipe · Through with Right · Left Turn, Sideswipe · Through with Left · Left and Right Turn with Sideswipe · Single Vehicle with Parked Car · Single Vehicle with Other Than Parked Car · Vehicle with Pedestrian · Vehicle with Bicycle · Bicycle with Pedestrian · Other

KSI CRASH NO.	DATE - TIME OF CRASH	MODE	SEVERITY OF CRASH	ENVIRONMENTAL FACTORS	BEHAVIOR FACTORS	CRASH TYPE	CRASH SUMMARY
28	10:23 PM	Pedestrian	Fatality	Dry/DAY	HNR		NB driver struck a pedestrian crossing WB immediately north of NW 12th Street.
29	12:50 AM	Pedestrian	Serious Injury	Dry/NIGHT			SB driver struck a pedestrian crossing the north leg of the intersection heading EB.
30	7:00 AM	Motor Vehicle	Serious Injury	Dry/DAY	DD		WB driver ran the red light and hit a NB vehicle turning left. Hit and Run.
31	2:22 PM	Motor Vehicle	Serious Injury	Dry/DAY			NB driver struck a NB vehicle immediately north of NW 26th Street
32	6:30 PM	Bicycle	Serious Injury	Dry/DAY	DD		SB driver struck a bicyclist crossing midblock traveling EB
33	11:40 AM	Motor Vehicle	Serious Injury	Dry/DAY			NB driver made a left turn into the path of a SB through vehicle
34	1:57 AM	Motorcycle	Serious Injury	Dry/NIGHT	AD, DD, S		NB motorcyclist lost control and laid the motorcycle down.
35	8:04 PM	Motor Vehicle	Serious Injury	Dry/DAY			NB driver lost control of vehicle and collided with a tree in the median
36	12:46 PM	Pedestrian	Serious Injury	Dry/NIGHT			EB driver traveling in the right turn lane struck a pedestrian headed SB. Pedestrian was crossing bewteen stopped vehicles in the through lanes.
37	9:34 AM	Motor Vehicle	Serious Injury	Dry/NIGHT			SB driver struck SB vehicle stopped at the traffic signal
38	12:55 PM	Motor Vehicle	Serious Injury	Dry/DAY	HNR		SB driver made a left turn into the path of NB driver

KSI CRASH NO.	DATE - TIME OF CRASH	MODE	SEVERITY OF CRASH	ENVIRONMENTAL FACTORS	BEHAVIOR FACTORS	CRASH TYPE	CRASH SUMMARY
39	7:50 AM	Pedestrian	Serious Injury	Dry/DAY			SB driver traveling in outside lane struck a pedestrian crossing immediately north of the intersection. Pedestrian was crossing between stopped vehicles in adjacent through lanes
40	2:19 PM	Motor Vehicle	Serious Injury	Dry/DAY			NB driverattempted to make a right turn from the inside through lane and struck NB vehicles traveling in the adjacent lanes.
41	2:57 AM	Motor Vehicle	Serious Injury	Dry/DAY	HNR		NB driver struck a NB vehicle turning into NW 13th Street
42	8:40 PM	Motor Vehicle	Serious Injury	Dry/NIGHT	DD		SB driver turned left and struck NB through vehicle. Hit and Run crash
43	2:45 AM	Motor Vehicle	Fatality	Dry/DAY			SB vehicle made a U-Turn into the path of 2 NB vehicles causing them to lose control and running off the road
44	11:11 PM	Motor Vehicle	Serious Injury	Dry/DAY	HNR		NB vehicle was speeding, lost control, hit 2 vehicle before running off the road and overturning his vehicle.
45	8:22 AM	Motor Vehicle	Serious Injury	Dry/DAY			SB driver struck SB vehicle stopped immediately south of the intersection
46	6:06 AM	Pedestrian	Fatality	Dry/DAY			SB driver struck pedestrian crossing midblock heading WB
47	12:13 PM	Motor Vehicle	Serious Injury	Dry/NIGHT	HNR		NB driver made a Uturn into the path of a SB through vehicle
48	9:20 PM	Motor Vehicle	Fatality	Dry/DAY			Driver turning WB to SB overtook vehicle and struck a pedestrian on the south leg. Hit and Run crash

NW 31ST ST & NW 19TH ST

Corridor Demographics and Areas of Persistent Poverty

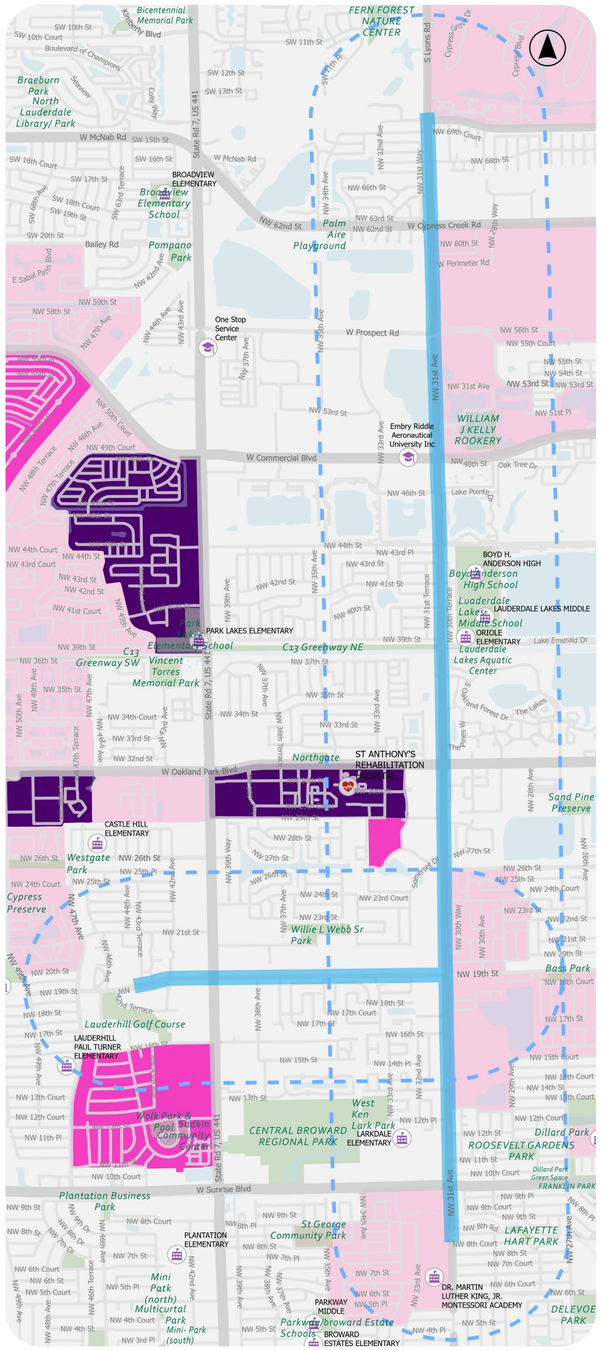
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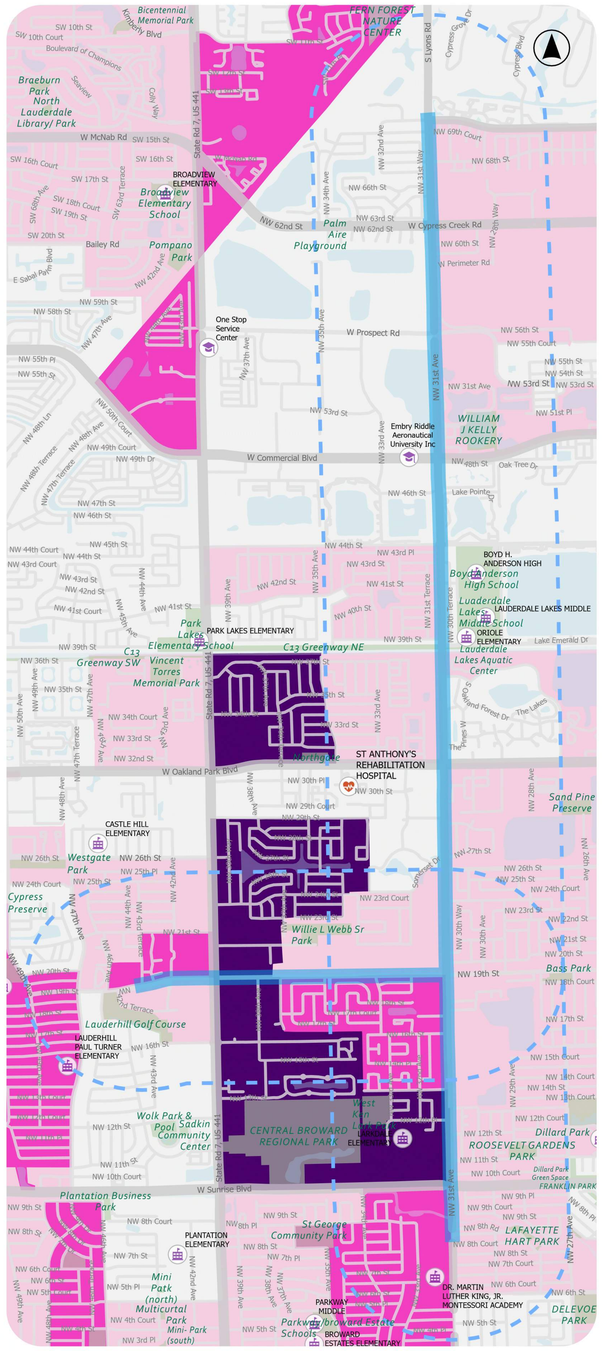
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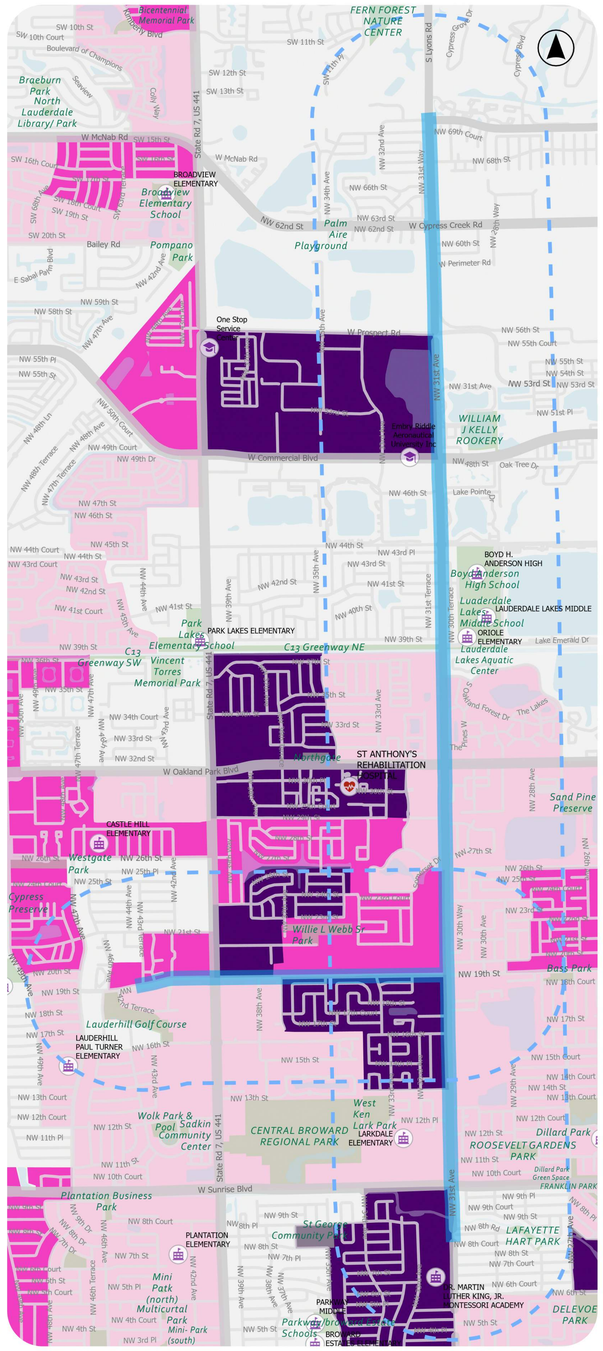
POPULATION AGES 65 & OLDER



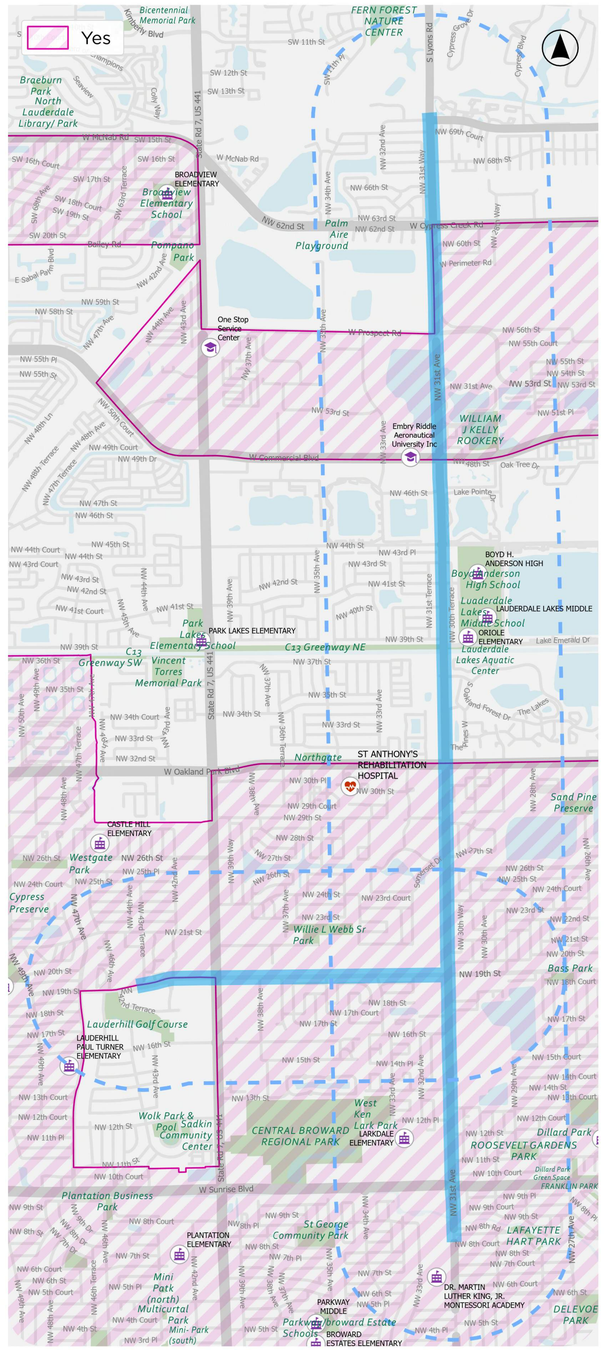
YOUTH AGES 10 TO 17 YEARS



BELOW POVERTY POPULATION



AREAS OF PERSISTENT POVERTY*



*Areas are considered to be in persistent poverty if they maintained poverty rates of 20% of more for the past 30 years. (U.S. Census Bureau)

Continued on Board 2 →

NW 31ST ST & NW 19TH ST

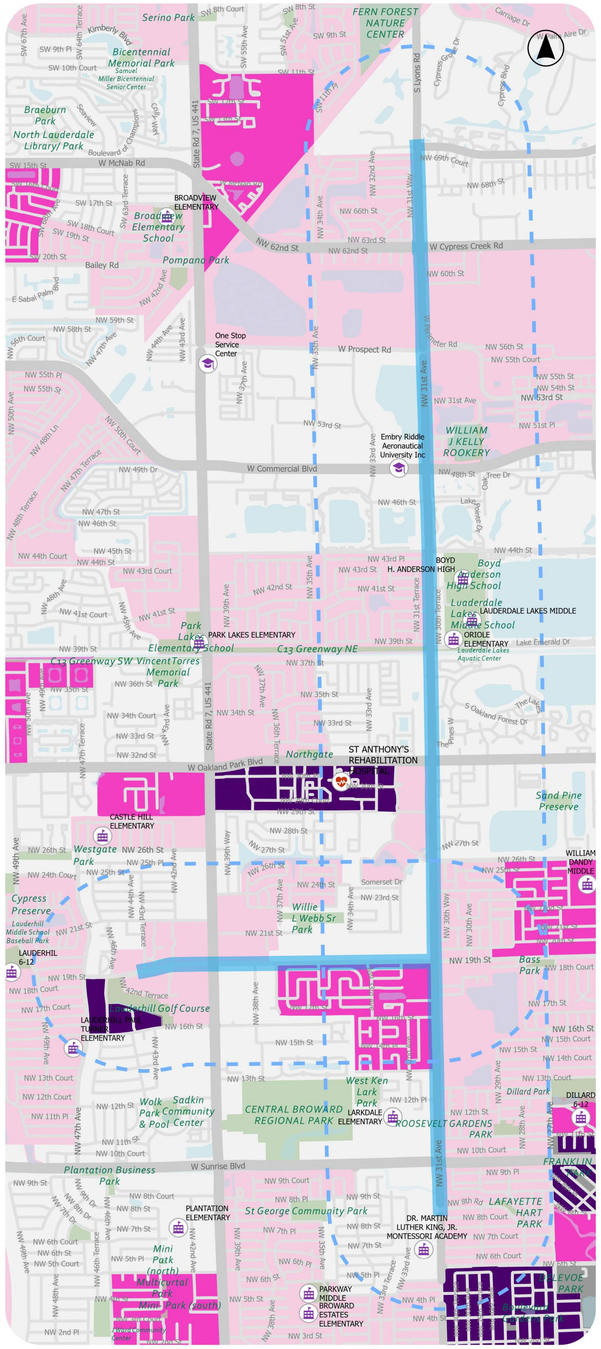
Corridor Demographics and Areas of Persistent Poverty

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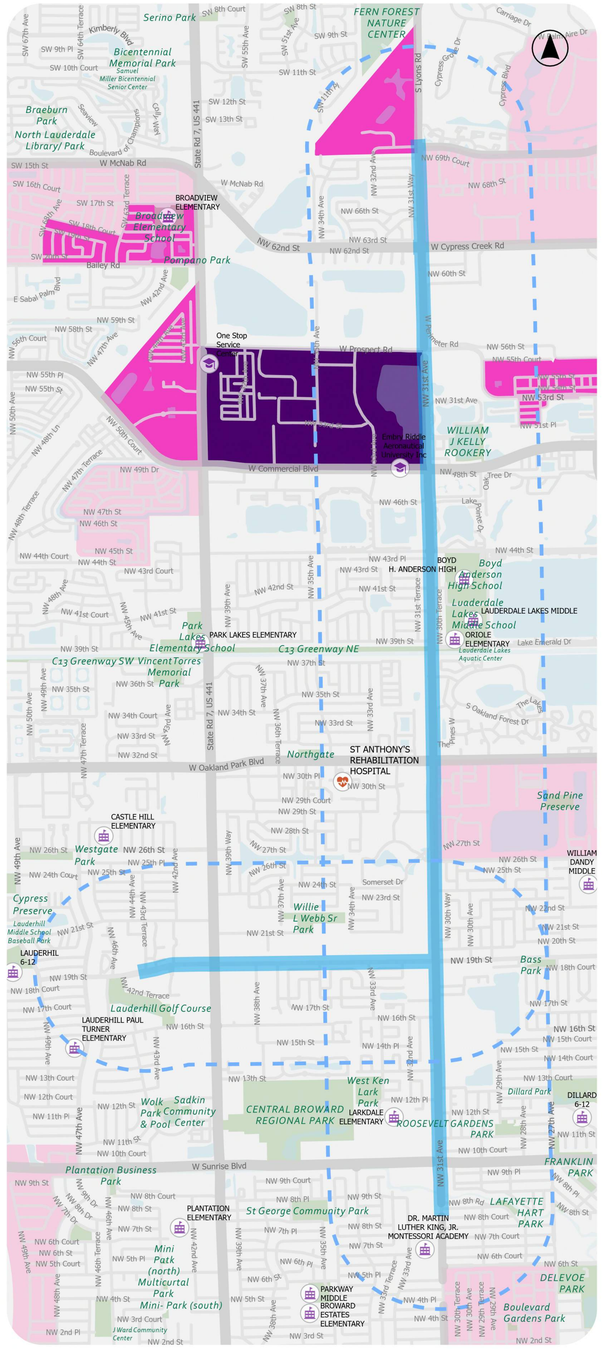
Broward MPO Metropolitan Planning Organization

BROWARD COUNTY FLORIDA

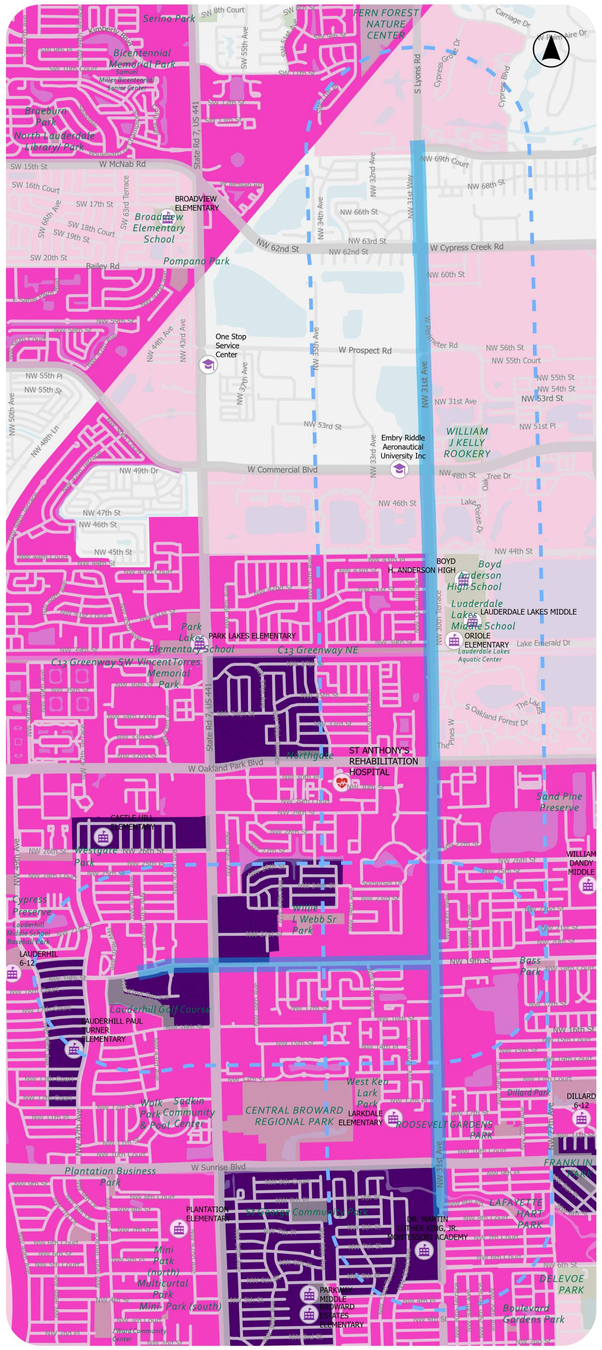
PEOPLE WITH DISABILITIES



ETHNIC MINORITY



RACIAL MINORITY



0 0.25 0.5 0.75 1 Mile

0 0.25 0.5 0.75 1 Mile

0 0.25 0.5 0.75 1 Mile

DEMOGRAPHICS

Concentration

- Very High
- High
- Medium
- Low

POINTS OF INTEREST

- Colleges and Universities
- Public Schools
- Hospitals

PROJECT

- Project Corridor
- Half Mile Buffer Around Corridor

ROADWAYS

- Interstates
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local

About the Maps

The demographic analysis identifies block groups with low, medium, high, and very high concentrations of populations for each of the seven demographic indicators.

The purpose of the demographic analysis is to inform the development of recommendations addressing the needs of communities. Comparing a variety of indicators shows the kind and depth of needs a project corridor might have when it comes to traffic safety.

Sources: US Census 2022 ACS, SS4A Underserved Communities Tool, Broward County GeoHub, BSAP Roadway Centerline Network.

Read more at SafeStreets4Broward.org

3 AGENCY AND PUBLIC INVOLVEMENT

3.1 ROAD SAFETY ASSESSMENT

A corridor specific Road Safety Assessment (RSA) was completed on September 25, 2024 to document deficiencies that could impact safety and mobility along the corridor. The RSA, through its collaborative and on-the-ground nature with a multi-disciplinary team of practitioners, is intended to reveal issues and opportunities that may not be otherwise evident through traditional data collection methods. Field materials were provided ahead of the RSA to include a summary of crashes, prompt lists and questions, and aerial maps. Following a briefing on the RSA goals and safety protocols, participants split into two groups to walk the study segment, pausing at numerous locations to discuss observations and insights. The RSA was completed on a typical weekday, so the findings are understood to represent a snapshot of the typical travel patterns and user behavior.

The stakeholders that attended the RSA included:

- City of Lauderdale Lakes
- Broward County
- Broward MPO
- City of Fort Lauderdale
- City of Tamarac
- City of Lauderhill
- City of Oakland Park
- AARP
- City of Fort Lauderdale Police Department
- Consultant Team

All materials presented for the NW 31st Avenue RSA are included in **Appendix A**.



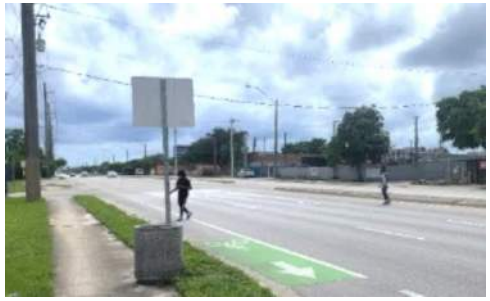
Below are issues highlighted and discussed during the RSA but do not capture every possible observation.



Sidewalks: In general, sidewalks were in good condition along both sides of the street, but there were instances where the sidewalks would narrow or where there were encroachments by vehicles parked on the sidewalk, utilities, and/or overgrown vegetation. Participants reported feeling like the effective width of the sidewalk was narrower than six feet due to their proximity to adjacent travel lanes.



Bicycle Facilities: On-street bicycle facilities exist along NW 31st Avenue. During the RSA, one person was observed riding in the bike lane and a few were observed riding on the sidewalk in both directions with pedestrians having to move out of the way to allow bicyclists to pass.



Crosswalks: Crosswalks are only provided at signalized intersections which have an average spacing of approximately 2,200 feet between crossings. During the RSA pedestrians were observed crossing midblock.



Lighting: Lighting fixtures are provided intermittently throughout the segment with many areas along NW 31st Avenue not appearing to be adequately lit and several areas along the segment where light fixtures are provided but light bulbs are out.

3.2 INITIAL PUBLIC MEETING

An initial public meeting was held on Wednesday, September 25, 2024 at the Lauderdale Lakes Community Room in the City of Lauderdale Lakes, FL. The purpose of this meeting was to share the project intent, goals, and opportunities with the communities along NW 31st Avenue and to hear directly from them about their safety concerns in the corridor. The meeting was held from 6:00 PM to 7:30 PM. A 15-minute presentation included an overview of the project opportunity, safety education, safety analysis, how to stay involved in the project, and a request for comments from attendees. Following the presentation, attendees were invited to share safety concerns at specific locations which were marked and noted on large aerial maps. Attendees were provided with three ways to share comments- comment cards, verbal comments added to maps on sticky notes or adding them to the website map online.







Summary of public comments include:

- People ignore signals and signs at NW 44th Street and at NW 41st Street
- Lighting needed throughout NW 31st Avenue
- Intersection alignment across NW 30th Terrace is a concern
- More lighting is needed at NW 44th Street
- Need left turn signals at NW 44th Street
- Need traffic calming
- Raised intersection needed at Commercial Blvd
- Need green colored bike lanes
- Movie studio coming in lot north of NW 13th Street
- Need bike lanes with a vertical barrier between bike lane and travel lanes

This meeting was attended by 16 people plus city staff from all five municipalities. All materials for initial public meeting included in Appendix B.

3.3 STAKEHOLDER COORDINATION

Three stakeholder coordination meetings were held for each priority corridor in addition to the public meetings to include:

1. Corridor Kick-off Meeting (August 2024): This initial meeting brought together all the stakeholders associated with the corridor to discuss the goals of the Broward Safety Action Plan to create a safer corridor. The discussion included an overview of the Safe System Approach, existing transportation infrastructure review, corridor crash analysis, and corridor demographic analysis. The project schedule was presented along with the expected project deliverables.
2. Countermeasures Map Discussion #1 (November 2024) This second meeting of project stakeholders followed the public meeting and road safety assessment to review the outcomes within those two events and present the initial proposed safety countermeasures. Proposed countermeasures at specific locations along the corridor were presented for review and discussion. Countermeasures were presented as to how they address the issues observed in the road safety assessment, safety concerns gathered from the public meeting, or issues analyzed through crash analysis and crash diagrams. Following this meeting, the information discussed was provided to all the stakeholders for a review period of two weeks.
3. Countermeasure Map Discussion #2 (December 2024) Meeting included a summary of the comments received from stakeholders and a review of the updates to the proposed countermeasures based on the previous meeting. Further clarification of the proposed countermeasures was discussed as well as the process to present the concepts to the public in Spring 2025.

Following these three meetings, the proposed priority corridor concept design was completed. Prior to the final public meeting in February 2025, concept designs were shared with all stakeholders for further review and comment opportunity.

Stakeholders will work directly with the Broward MPO staff to integrate this priority corridor into the 2050 Metropolitan Transportation Plan (MTP) in Fall 2025 to support further design and implementation of these safety concepts.

3.4 FINAL PUBLIC MEETING

The final public meeting for this priority corridor was held on Thursday, February 20, 2025 at the Lauderdale Lakes Community Room in the City of Lauderdale Lakes, FL. This meeting focused on presenting the corridor safety improvements to meet the safety needs identified through safety data analysis and public safety concerns. The meeting was held from 6:00 PM to 7:30 PM. A 15-minute presentation included an overview of the crash statistics, the design approach to redundant layers of safety countermeasures, a review of the major findings of the BSAP, a review of the initial public meeting comments and a request for comments from attendees. Following presentation, project leaders presented the proposed improvements within a design roll plot of the corridor and requested feedback and comments. Attendees were provided with three ways to share comments- comment cards, verbal comments added to maps on sticky notes or adding them to the website map online. The materials presented at the meeting included:

- Project overview presentation
- Preliminary Safety Corridor Concept Roll Plot
- Corridor Safety Analysis Board
- Safety Countermeasures Boards with over 40 safety countermeasures presented
- Proposed Typical Section Board

This meeting was attended by 25 people plus city staff from all five municipalities. Safety information pamphlets and safety bracelets, bike lights, and reflective bags were provided to attendees. All materials for final public meeting are included in Appendix C.







4 BSAP CORRIDOR RECOMMENDATIONS

Based on the analysis of existing conditions along the corridor, the project team identified several opportunities and constraints to consider in the development of recommendations.

4.1 CORRIDOR OPPORTUNITIES AND CONSTRAINTS

Several opportunities were identified for considerations to improve safety for all modes of transportation:

- Travel speeds along the corridor can be better managed through roadway design elements aimed at a target speed of 30 MPH.
- Context Classification request to reclassify entire corridor to C4 Urban General.
- Connecting the future Sunrise Canal Trail from the west side of corridor to the east side of the corridor.
- Community and agency momentum built around the concepts from the NW 31st Avenue Mobility study.
- Funding already allocated for the design of the recommendations from the NW 31st Avenue Mobility study.
- Roadway volumes are relatively low between Mc Nab Road and Cypress Creek Drive which presents the opportunity to reallocate some of the space to landscaping or more comfortable facilities for other pedestrians and bicyclists.
- The spacing between marked crosswalks ranges between 1400 feet to 2100 feet. Consideration should be given to providing more marked and controlled crosswalks along the corridor.

The study corridor also has some existing design constraints to be considered:

- The corridor crosses several arterial roads managed by FDOT which will require coordination and acceptance from FDOT for any proposed changes at those intersections.
- Right of Way constraints at several locations along the corridor which impact sidewalk connectivity,
- High density of driveways along some portions of the corridor will impact on the design of any potential bicycle facility.
- Existing ADA deficiencies along the corridor could limit low-cost quick-build alternatives that could be implemented while funding is sought for the long-term project
- Drainage and utility conflicts exist along the corridor need to be considered in the development of project alternatives.

4.2 CORRIDOR DESIGN CONCEPT

The concept plan was developed based on design principles that should be carried through to the design phase of the project. These principles are based on Safe System best practices as of the development of this concept plan (2025). Depending on the timing of the design phase and construction, more recent best practice documents should be consulted to determine if modifications from the concept plan should be considered in consultation with Broward County. The following are the general design principles utilized for developing the proposed concept for NW 31st Avenue:

- Remove Severe Conflicts: Eliminate the most severe conflicts between road users, such as providing dedicated facilities for each user group or relocating a utility pole.
- Manage Vehicular Speeds: Reduce the speed of vehicles to align with the context of the roadway, the hazards, and conflicts between roadway users; includes horizontal and vertical deflection elements.
- Manage Conflicts in Time: Where conflicts cannot be removed, can they be separated in time, through signal timing strategies or providing dedicated space for other roadway users.
- Increase Attentiveness and Awareness: Where conflicts cannot be removed, increase attentiveness, and improve the visibility between road users and road hazards.
- Implement Enforcing Features to Slow Traffic: Similar to managing vehicular speeds, these are roadway features that help enforce the desired speed, like speed feedback signs.

The recommendations developed as part of this project are intended to be implemented in two phases: 1) Short Term which will allow the community to enjoy some of the benefits of safety measures immediately, while building enthusiasm and support for more permanent infrastructure; and 2) Long Term Phase which will build upon the recommendations implemented in the Short-Term phase to provide a safer, more comfortable street for all users.

The recommendations developed as part of this concept were first presented to Broward MPO, Broward County and the stakeholder agencies for review as outlined in Chapter 3.3. Based on the feedback received from the reviewing agencies, the recommendations were revised and presented to the community for feedback in the final public meeting held on February 20, 2025. While there was mixed feedback on certain elements of the plan, most people expressed support for the addition of separated bike facilities and the traffic calming elements along the corridor to slow people driving to provide a safer environment for people walking, biking, and using transit. Based on the feedback received from the community and discussions with Broward County and Broward MPO staff, a revised alternative was developed. Table 2 and Table 3 summarize the recommendations from the revised alternative. Recommendations will require additional study during the design phase and coordination with Broward County to ensure compliance with County procedures and standards.

TABLE 2: SHORT TERM RECOMMENDATIONS

Lead agency for all recommendations is Broward County Government unless otherwise noted.

LOCATION	RECOMMENDATION	INTENDED BENEFIT
Corridor-wide	Perform maintenance of existing lighting	Improve visibility and awareness at night
Corridor-wide	Reduce target speed and posted speed to 30 MPH	Reduce speeding. This also allows for certain countermeasures that would not be allowed at 35 MPH
Corridor-wide	Implement Signal Timing coordination to Reduce Speeding (Green Band). **This was recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding and ensure that the design of timing plans considers the optimal operating speed for the roadway, allowing vehicles traveling at the posted speed limit to progress through signalized corridors without unnecessary stops, while also aiming to promote speed compliance and lower the speed differential.
Corridor-wide	Consolidate and relocate bus stops closer to marked crosswalk locations	Aligns crossing needs with infrastructure on a case-by-case basis to reduce conflicts and encourage safer crossings.
Corridor-wide	Implement Leading Pedestrian Interval (LPI) at all signalized intersections. **This was recommended as part of the NW 31st Avenue Mobility study**	Improve visibility and awareness of pedestrians
Corridor-wide	Install retroreflective signal backplates at all signalized intersections.	Improve visibility and awareness of traffic signal
Corridor-wide	Install speed feedback signs. **This was recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding and increase awareness
W. Cypress Creek Road	Install High Visibility Crosswalks on all approaches	Improve visibility and awareness of pedestrians

LOCATION	RECOMMENDATION	INTENDED BENEFIT
W. Commercial Boulevard*	Install High Visibility Crosswalks on all approaches	Improve visibility and awareness of pedestrians
Sunrise Boulevard*	Install High Visibility Crosswalks on all approaches	Improve visibility and awareness of pedestrians

*Noted recommendations to be led by Broward County Government in collaboration with FDOT District 4.

TABLE 3: LONG TERM RECOMMENDATIONS

Lead agency for all recommendations is Broward County Government unless otherwise noted.

LOCATION	RECOMMENDATION	INTENDED BENEFIT
Corridor-wide	Upgrade lighting	Improve visibility and awareness at night
Corridor-wide	Implement a Rest on Red. A red signal is displayed in all directions until a vehicle is detected.	Reduce speeding
Between Sunrise Boulevard and Commercial	Narrow lanes to 11' outside lanes and 10' inside lanes. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding
Between NW 8th Pace and NW 39th Street	Remove on-street bike lanes and install 10' multiuse path on both sides. **Recommended as part of the NW 31st Avenue Mobility study**	Improve safety and comfort for bicyclists
Between NW 39th Street and McNab Road	Remove on-street bike lane on the west side and install a 10' multiuse path. **Recommended as part of the NW 31st Avenue Mobility study**	Improve safety and comfort for bicyclists
NW 8th Road	Provide a raised landscaped median. **Recommended as part of the NW 31st Avenue Mobility study**	Provide refuge for pedestrians. Reduce speeding
	Install raised crosswalk with a Pedestrian Hybrid Beacon (PHB)	Improve visibility and awareness of pedestrians

LOCATION	RECOMMENDATION	INTENDED BENEFIT
Sunrise Boulevard*	Tighten curb radii that would still be able to accommodate trucks and emergency vehicles	Reduce speed of turning vehicles.
NW 13th Street	Install a raised crosswalk with a Pedestrian Hybrid Beacon (PHB) immediately south of intersection **Recommended as part of the NW 31st Avenue Mobility study.**	Improve visibility and awareness of pedestrians
NW 14th Street	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
NW 16th Street	Install raised crosswalk with a Pedestrian Hybrid Beacon (PHB) immediately south of intersection	Improve visibility and awareness of pedestrians
NW 19th Street	Install a protected intersection as ROW restrictions allow. This is proposed in lieu of the raised intersection proposed in the NW 31st Avenue Mobility Study	Improve visibility and awareness of pedestrians
Approximately 500 feet north of NW 20th Court	Close southbound Left-Turn Lane and install a raised median	Reduce conflict points. Provide refuge for pedestrians. Reduce speeding
	Install raised crosswalk with a Pedestrian Hybrid Beacon (PHB)	Improve visibility and awareness of pedestrians
NW 26th Street	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
NW 28th Street	Close northbound U-Turn Lane and install a raised median	Reduce conflict points. Provide refuge for pedestrians. Reduce speeding
	Install raised crosswalk with a Pedestrian Hybrid Beacon (PHB)	Improve visibility and awareness of pedestrians
Oakland Park Boulevard*	Tighten curb radii that would still be able to accommodate trucks and emergency vehicles	Reduce speed of turning vehicles.
Approximately 500 feet south of NW 35th Street	Install raised crosswalk with a Pedestrian Hybrid Beacon (PHB)	Improve visibility and awareness of pedestrians

LOCATION	RECOMMENDATION	INTENDED BENEFIT
NW 39th Street	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
NW 41st Street	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
NW 44th Street	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
Approximately 600 feet south of Commercial Boulevard*	Install raised crosswalk with a Pedestrian Hybrid Beacon (PHB)	Improve visibility and awareness of pedestrians
	Tighten curb radii that would still be able to accommodate trucks and emergency vehicles.	Reduce speed of turning vehicles.
Approximately 600 feet south of Prospect Road	Install a raised crosswalk with a Pedestrian Hybrid Beacon (PHB). **Recommended as part of the NW 31st Avenue Mobility study**	Improve visibility and awareness of pedestrians
Prospect Road	Provide a raised landscaped median. **Recommended as part of the NW 31st Avenue**	Provide refuge for pedestrians. Reduce speeding
	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
	Install a protected intersection as ROW restrictions allow. This is proposed in lieu of the raised intersection proposed in the NW 31st Avenue Mobility Study	Increase safety and comfort for bicyclists
W. Cypress Creek Road	Install a protected intersection as ROW restrictions allow.	Increase safety and comfort for bicyclists
NW 65th Drive	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
Between NW 65th Drive and NW 68th Street	Reduce the continuous northbound right-turn lane to approximately 350 feet and provide a landscaped buffer with street trees	Speed management. Improve safety and comfort for pedestrian and bicyclists on the east side

LOCATION	RECOMMENDATION	INTENDED BENEFIT
NW 68th Street	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
	Provide a traffic Signal. **Recommended as part of NW 31st Avenue Mobility study. This will require**	Improve safety and access for all users
Between NW 68th Street and W. Mc Nab Road	Reduce the continuous northbound right-turn lane to approximately 350 feet and provide a landscaped buffer with street trees	Speed management. Improve safety and comfort for pedestrian and bicyclists on the east side
	Contingent on Traffic Signal Warrant at NW 68th Street. If signal at NW 68th Street is not warranted, provide a raised crosswalk with Pedestrian Hybrid Beacon (PHB).	Provide more crossing opportunities. Improve visibility and awareness of pedestrians
W. Mc Nab Road	Provide a raised intersection. **Recommended as part of the NW 31st Avenue Mobility study**	Reduce speeding. Improve visibility and awareness of pedestrians
	Install a protected intersection as ROW restrictions allow. This is proposed in lieu of the raised intersection proposed in the NW 31st Avenue Mobility Study	Increase safety and comfort for bicyclists

*Noted recommendations to be led by Broward County Government in collaboration with FDOT District 4.

Broward Safety Action Plan

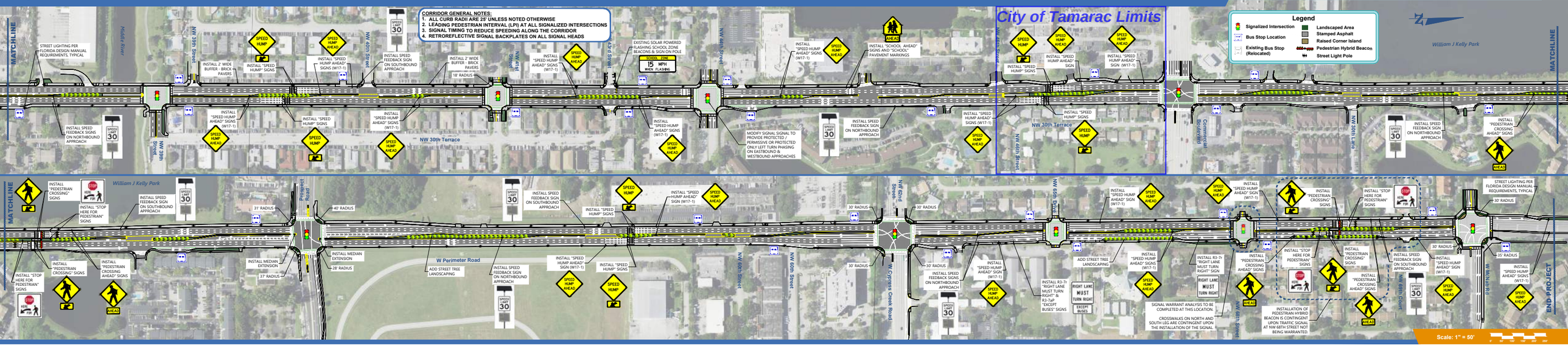
Corridor Concept Plan 2 of 2
NW 31st Avenue, NW 8th Place to McNab Road
September 2025

CONCEPTUAL - NOT FOR CONSTRUCTION
DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED

SAFE STREETS 4 BROWARD
Powered by The Broward MPO & Broward County

Broward MPO
Metropolitan Planning Organization

BROWARD COUNTY FLORIDA


CORRIDOR GENERAL NOTES:
1. ALL CURB RADII ARE 25' UNLESS NOTED OTHERWISE
2. LEADING PEDESTRIAN INTERVAL (LPI) AT ALL SIGNALIZED INTERSECTIONS
3. SIGNAL TIMING TO REDUCE SPEEDING ALONG THE CORRIDOR
4. RETROREFLECTIVE SIGNAL BACKPLATES ON ALL SIGNAL HEADS
City of Tamarac Limits
Legend
Signalized Intersection
Bus Stop Location
Existing Bus Stop (Relocated)
Landscaped Area
Stamped Asphalt
Raised Corner Island
Pedestrian Hybrid Beacon
Street Light Pole
MATCHLINE
MATCHLINE
Middle River
William J Kelly Park
NW 46th Street
NW 42nd Street
NW 41st Street
NW 44th Street
NW 30th Terrace
NW 30th Lane
Commercial Boulevard
STREET LIGHTING PER FLORIDA DESIGN MANUAL REQUIREMENTS, TYPICAL
INSTALL SPEED FEEDBACK SIGNS ON NORTHBOUND APPROACH
INSTALL "SPEED HUMP" SIGNS
INSTALL SPEED FEEDBACK SIGN ON SOUTHBOUND APPROACH
INSTALL 2' WIDE BUFFER - BRICK PAVERS
18' RADIUS
EXISTING SOLAR POWERED FLASHING SCHOOL ZONE BEACONS & SIGN ON POLE
SCHOOL ZONE 15 MPH WHEN FLASHING
INSTALL "SPEED HUMP AHEAD" SIGNS (W17-1)
INSTALL "SCHOOL AHEAD" SIGNS AND "SCHOOL" PAVEMENT MARKINGS
MODIFY SIGNAL SIGNAL TO PROVIDE PROTECTED / PERMISSIVE OR PROTECTED ONLY LEFT TURN PHASING ON EASTBOUND & WESTBOUND APPROACHES
INSTALL SPEED FEEDBACK SIGN ON NORTHBOUND APPROACH
INSTALL "SPEED HUMP" SIGNS
INSTALL "SPEED HUMP AHEAD" SIGN
William J Kelly Park
INSTALL "PEDESTRIAN CROSSING" SIGNS
INSTALL "STOP HERE FOR PEDESTRIAN" SIGNS
INSTALL "PEDESTRIAN CROSSING AHEAD" SIGNS
INSTALL SPEED FEEDBACK SIGN ON SOUTHBOUND APPROACH
INSTALL "PEDESTRIAN CROSSING AHEAD" SIGN
INSTALL "PEDESTRIAN CROSSING" SIGNS
INSTALL "STOP HERE FOR PEDESTRIAN" SIGNS
INSTALL "SPEED HUMP AHEAD" SIGNS
INSTALL "SPEED HUMP" SIGNS
INSTALL "SPEED HUMP AHEAD" SIGN (W17-1)
INSTALL "SPEED HUMP AHEAD" SIGNS (W17-1)
INSTALL "SPEED HUMP" SIGNS
INSTALL "SPEED HUMP AHEAD" SIGN (W17-1)
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INSTALL "SPEED HUMP AHEAD" SIGNS (W17-1)
INSTALL "SPEED HUMP AHEAD" SIGN (W17-1)
INSTALL "SPEED HUMP AHEAD" SIGNS

4.3 COST ESTIMATE

An estimate of probable construction costs was prepared for the proposed concept based on average historical average unit costs from FDOT Market Area 12 in spring 2025. Following the development of the corridor concept, unit measurements of each improvement were quantified from the design file to calculate the needed infrastructure proposed. A High-level corridor cost summary is provided in **Table 4**, and detailed cost estimates are included in **Appendix F**. The cost estimate includes an estimated contingency percentage to cover currently unknown costs which are not able to be adequately estimated at this phase. No new right-of-way acquisition is included.

TABLE 4: COST ESTIMATE

DESCRIPTION	UNITS	QUANITY	UNIT COST	COST
CORRIDOR WIDE SAFETY IMPROVEMENTS	LS	LS	$ 12,777,231.88	$ 12,777,231.88
CORRIDOR WIDE SIGNING AND PAVEMENT MARKING	LS	LS	$ 1,853,325.09	$ 1,853,325.09
CORRIDOR WIDE TREES	EA	130	$ 500.00	$ 65,000.00
RAISED INTERSECTIONS	LS	LS	$ 3,413,583.77	$ 3,413,583.77
SPEED HUMPS	LS	LS	$ 125,487.42	$ 125,487.42
LIGHTING - ALL INCLUSIVE	LS	LS	$ 8,070,848.18	$ 8,070,848.18
PEDESTRIAN HYBRID BEACONS	LS	LS	$ 3,377,006.64	$ 3,377,006.64
SIGNAL MODIFICATIONS	LS	LS	$ 2,172,749.12	$ 2,172,749.12
DRAINAGE	LS	LS	$ 5,116,853.42	$ 5,116,853.42
CONTINGENCY (20%)				$ 9,723,658.49
UTILITY ADJUSTMENTS (5%)				$ 1,848,604.28
MOBILIZATION (10%)				$ 4,251,789.83
MOT (15%)				$ 5,545,812.83
ENGINEERING (10%)				$ 5,834,195.10
CEI (10%)				$ 5,834,195.10
TOTAL (2025 DOLLARS)				$ 70,010,341.14

4.4 FHWA SAFE SYSTEM SCORING EVALUATION

To assess the safety impacts of the proposed countermeasures, the FHWA Safe System Assessment Framework[1] scoring methodology was applied. This framework is designed to provide a consistent and data-driven measure of roadway safety by evaluating multiple factors such as roadway design, user conflict potential, exposure levels, and the likelihood of severe crash outcomes. By translating these elements into a numerical score, the method enables comparison across corridors to inform effectiveness of safety countermeasures through a Safe System Approach lens.

For consistency, one score was provided for the entire corridor (intersections were not individually scored) for two conditions: existing (baseline) and proposed preferred (post-countermeasure). The baseline score reflects current roadway characteristics (2025) and crash risk levels (2019-2023), while the post-countermeasure score reflects the anticipated safety performance after implementing the recommended BSAP strategies. The final score is relative, meaning lower scores are closer to alignment with Safe System Approach than higher scores. A side-by-side comparison highlights the reduction in risk and supports prioritization of safety projects.

TABLE 5: SAFE SYSTEM ASSESSMENT SCORING TYPES

EXPOSURE SCORE	LIKELIHOOD SCORE	SEVERITY SCORE	VRU SCORE	MOTOR VEHICLE SCORE	MODE SCORE	TOTAL SCORE
Calculates a separate score for vulnerable road users (VRU) and motor vehicles (MV) based on inputs related to factors that increase exposure to relevant conflicts. These inputs are based on the roadway geometry and user volumes.	Calculates a separate score for VRU and MV based on inputs related to factors that increase the likelihood of a fatal or serious injury crash taking place.	Calculates a separate score for VRU and MV based on inputs related to factors that increase potential severity of conflicts. These inputs are based on travel speeds and potential for improvements in proposed conditions to impact or reduce those speeds.	Provides weighted risk factor inputs for likelihood scoring based on scaling of various factors observed at the roadway location, as they relate to VRUs.	Provides weighted risk factor inputs for likelihood scoring based on scaling of various factors observed at the roadway location, as they relate to MV.	Sum of exposure, likelihood, and severity scores within the two categories of VRU and MV.	Sum of the Mode VRU score plus the Mode MV Score.

[1] https://highways.dot.gov/safety/zero-deaths/safe-system-project-based-alignment-framework

A summary of the FHWA scores for the corridor is provided in **Table 6.** This comparison illustrates the expected gains in safety performance and quantifies the value of the proposed strategies in advancing the goal of reducing all killed and serious injury crashes in Broward to zero.

TABLE 6: NW 31ST AVENUE SAFE SYSTEM ALIGNMENT SCORES

NW 31st Avenue	BASELINE SCORES		POST-COUNTEMEASURE SCORES	
CATEGORY	VRU SCORE	MV SCORE	VRU SCORE	MV SCORE
EXPOSURE SCORE	20	20	20	20
LIKELIHOOD SCORE	9	9	6	3
SEVERITY SCORE	20	12	20	12
MODE SCORE	3,600	2,160	2,400	720
TOTAL SCORE	5,760		3,120	

Note: VRU Score is Vulnerable Users Score and MV Score: Motor Vehicle Score

4.5 BENEFIT COST ANALYSIS

Utilizing FHWA methodology, a BSAP benefit cost assessment (BCA) tool was developed to align with the goals of the Broward Safety Action Plan and support a Safe System Approach to achieve zero fatal and severe crashes. This tool utilizes the crash data from Signal 4 Analytics partnered with proven Crash Modification Factors (CMFs) from the Highway Safety Manual to calculate the benefits of implementation of safety infrastructure compared to the cost of these crashes on our communities. The community costs utilized the latest FDOT KABCO values from the Florida Design Manual for all crash types (2019). A crash matrix was populated utilizing all crashes by crash severity, mode, day/night, and intersection/mainline. This matrix aligns the selected crash modification factors for countermeasures on the corridor with the type of crash it's proven to reduce. The BSAP BCA assessment tool utilizes the predictive method equation to create a conservative calculation of the crash reduction when redundant countermeasures are utilized at a given location. This tool provides a very conservative estimate of crash reduction as it uses 2019 KABCO values, utilizes only safety countermeasures with official CMF values, and utilizes the predictive method equation.

Key outputs of the benefit-cost analysis include metrics like benefit-cost ratio (BCR), net present value (NPV), the internal rate of return (IRR) and payback period. While the undiscounted BCR is simply the total monetized benefits divided by the total monetized costs, a central input to evaluating cost effectiveness includes a discount rate assumption to account for the impact of time on the value of money. Project is estimated to have a 20-year life cycle.

Using a discount rate to measure cost effectiveness over time is a standard practice in evaluating the financial and economic feasibility of infrastructure investments, and 2025 USDOT guidance recommends a discount rate of 7%. Because the discount rate is a critical component to understanding cost-effectiveness, the BCR and other outputs of benefit-cost analysis should be considered in discounted terms. The NPV, then, which considers the discounted benefits minus the discounted costs, considers value in current dollars once costs and benefits are properly discounted. The IRR similarly helps demonstrate cost-effectiveness by showing what the annual benefit is "yielded" by the project – if an IRR is higher than the assumed discount rate, the project is expected to generate benefits higher than the costs over the project lifecycle. Finally, the payback period estimates at which year the cumulative benefits would surpass the cumulative costs.

Table 7 below is a summary of the benefit cost analysis for NW 31st Avenue corridor. As shown below, the overall benefits to the community are far greater than the cost of the improvements.

TABLE 7:SUMMARY OF BCA RESULTS

Variable	Unit	Undiscounted	Discounted
TOTAL BENEFITS	MILLIONS OF $2025	$389.6	$206.4
TOTAL COSTS*	MILLIONS OF $2025	$84.5	$77.4
NET PRESENT VALUE	MILLIONS OF $2025	$305.1	$129.0
BENEFIT-COST RATIO	RATIO	4.61	2.67
IRR	PERCENT	27%	
PAYBACK PERIOD	YEARS	4	

* Total Costs include construction, design, and CEI costs plus annual maintenance for the project.

4.6 NEXT STEPS

This corridor is a high priority for the County and the region due to the safety and mobility needs. The NW 31st Avenue corridor is programmed for design funding by Broward County in the current 5-year capital program. Broward County is also submitting for SS4A Implementation Grant funding in Summer 2025 to fund construction of the segment from Broward Boulevard to Commercial Boulevard. This project will be adopted within the BSAP Technical Plan in early 2026 by Broward MPO Board and Board of County Commissioners. The project will be prepared for Program Ready status and integrated into the Metropolitan Transportation Plan (MTP). The list of short-term improvements will be provided to jurisdictional owners in Fall 2025 for local implementation. Broward MPO will complete annual tracking of project status with BSAP annual report.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Tanya Sterling

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14336

AGENDA SECTION: **REGULAR AGENDA**

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

RECOMMENDATION: The City Manager recommends that the City Commission approve and authorize the execution of the 2025 Police Services Agreement between the City of Tamarac and Gregory Tony, Ph.D., as Sherriff of Broward County, effective October 1, 2025, through September 30, 2030, with one five-year renewal term upon mutual agreement, at its October 22, 2025 meeting.

BACKGROUND: The City of Tamarac has maintained a long-standing partnership with the Broward Sheriff's Office to provide citywide police services, following the transition from the City's former municipal police department.

The new 2025 Agreement (Exhibits A and B) continues this long-standing partnership while introducing enhanced accountability, reporting, and cost-control measures. The agreement establishes staffing levels totaling 110 positions within the BSO Tamarac District.

Key Provisions

- Term: October 1, 2025 – September 30, 2030 (5 years) with one 5-year renewal.
- Annualized Year 1 Cost: $23,876,826.

- Minimum Staffing Per Shift: At least 10 uniformed Deputies and 1 Sergeant on duty.
- City Manager Authority: Final approval of District Chief appointment and authority to request transfers.
- Vacancy Credits: Quarterly credits to the City for any unfilled positions.
- Reporting and Performance: Monthly and quarterly reports to the City Manager covering crime statistics, budget performance, and staffing levels.
- Cost Controls: Future annual increases capped at 5% (excluding benefits) and a “comparable terms” clause allowing Tamarac to seek equal terms if another municipality receives more favorable pricing.

Additional Provisions

- Emergency Management: BSO and the City will each secure their own emergency supplies and equipment. BSO shall credit the City for expenditures made to provide BSO with emergency management supplies, equipment and provisions.
- Crime Prevention Programs: BSO will continue community-based crime prevention initiatives, led by a certified Crime Prevention or equivalent training.
- Criminal Investigations Unit: A dedicated unit of six detectives and one sergeant will handle local investigations requiring specialized attention.
- Crime Suppression Team: A flexible-schedule team focused on quality-of-life crimes such as burglaries, robberies, and narcotics enforcement.
- Motorcycle Deputies: Each Motorcycle Deputy and Sergeant will be assigned a marked patrol vehicle and a motorcycle. The City will pay the standard BSO lease and maintenance rate.
- Special Detail Services: BSO will provide security and traffic detail deputies to support City-permitted and sponsored events. When feasible, services will be covered by on-duty personnel at no cost to the City; if supplemental staffing is required, the City will be charged at BSO’s special detail or overtime rates per event.

Termination

Either party may end the agreement with or without cause by providing 90 days’ written notice. In the event of a material breach, the violating party will have up to 30 days (10 days for payment obligations) to correct the problem before termination may occur. Both parties will cooperate to ensure a smooth transition of police services. If the City is not ready to assume operations, the agreement may extend

up to 12 months or until the City is prepared. City-owned equipment will be returned, and the City may purchase BSO-owned equipment at fair market value.

ISSUE:

The existing BSO Police Services Agreement expires at the end of Fiscal Year (FY) 2025. A new contract has been negotiated to update financial provisions, staffing levels, and operational terms, ensuring continued delivery of comprehensive law-enforcement services within the City of Tamarac.

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

ATTACHMENTS:

TR14336_Memo_2025-2030_BSO_Agreement.docx
Exhibit 1 - Tamarac Police Services 8-11-25.doc
TR14336_Resolution_2025-2030_BSO_Agreement_ (1).docx
Tamarac Exhibit A_ 10-16-25 clean.docx
Tamarac Police Exhibit B 10-20-25 - clean.docx

City of Tamarac
Interoffice Memorandum
(City Manager)

To: Levent Sucuoglu, City Manager

Thru: Maxine Calloway, Deputy City Manager

From: Tanya Sterling, Assistant to the City Manager

Date: October 8, 2025

Re: TR 14336: Renewal of Broward Sheriff's Office (BSO) Police Services Contract – FY 2025–2030

Recommendation:
The City Manager recommends that the City Commission approve and authorize the execution of the 2025 Police Services Agreement between the City of Tamarac and Gregory Tony, Ph.D., as Sherriff of Broward County , effective October 1, 2025, through September 30, 2030, with one five-year renewal term upon mutual agreement, at its October 22, 2025 meeting.

Issue:
The existing BSO Police Services Agreement expires at the end of Fiscal Year (FY) 2025. A new contract has been negotiated to update financial provisions, staffing levels, and operational terms, ensuring continued delivery of comprehensive law-enforcement services within the City of Tamarac.

Background:
The City of Tamarac has maintained a long-standing partnership with the Broward Sheriff's Office to provide citywide police services, following the transition from the City's former municipal police department.

The new 2025 Agreement (Exhibits A and B) continues this long-standing partnership while introducing enhanced accountability, reporting, and cost-control measures. The agreement establishes staffing levels totaling 110 positions within the BSO Tamarac District.

Position	Count	Position	Count
District Chief / Captain	1	Criminal Investigation Detectives	6
Lieutenants	2	Crime Suppression Team Sergeant	1
Uniformed Deputy Sheriffs	56	Crime Suppression Team Detectives	4
Uniformed Patrol Sergeants	6	NST / Crime Prevention	6
Motorcycle Sergeant	1	Community Service Aides	15
Motorcycle Deputies	4	Administrative Specialist II	1
Traffic Deputy	1	Administrative Support Specialist	1
School Resource Deputies	3	Crime Analyst	1
Criminal Investigation Sergeant	1	**Total**	**110**

Key Provisions

- Term: October 1, 2025 – September 30, 2030 (5 years) with one 5-year renewal.
- Annualized Year 1 Cost: $23,876,826.
- Minimum Staffing Per Shift: At least 10 uniformed Deputies and 1 Sergeant on duty.
- City Manager Authority: Final approval of District Chief appointment and authority to request transfers.
- Vacancy Credits: Quarterly credits to the City for any unfilled positions.
- Reporting and Performance: Monthly and quarterly reports to the City Manager covering crime statistics, budget performance, and staffing levels.
- Cost Controls: Future annual increases capped at 5% (excluding benefits) and a "comparable terms" clause allowing Tamarac to seek equal terms if another municipality receives more favorable pricing.

Additional Provisions

- Emergency Management: BSO and the City will each secure their own emergency supplies and equipment. BSO shall credit the City for expenditures made to provide BSO with emergency management supplies, equipment and provisions.
- Crime Prevention Programs: BSO will continue community-based crime prevention initiatives, led by a certified Crime Prevention or equivalent training.
- Criminal Investigations Unit: A dedicated unit of six detectives and one sergeant will handle local investigations requiring specialized attention.
- Crime Suppression Team: A flexible-schedule team focused on quality-of-life crimes such as burglaries, robberies, and narcotics enforcement.
- Motorcycle Deputies: Each Motorcycle Deputy and Sergeant will be assigned a marked patrol vehicle and a motorcycle. The City will pay the standard BSO lease and maintenance rate.
- Special Detail Services: BSO will provide security and traffic detail deputies to support City-permitted and sponsored events. When feasible, services will be covered by on-duty personnel at no cost to the City; if supplemental staffing is required, the City will be charged at BSO's special detail or overtime rates per event.

Termination

Either party may end the agreement with or without cause by providing 90 days' written notice. In the event of a material breach, the violating party will have up to 30 days (10 days for payment obligations) to correct the problem before termination may occur. Both parties will cooperate to ensure a smooth transition of police services. If the City is not ready to assume operations, the agreement may extend up to 12 months or until the City is prepared. City-owned equipment will be returned, and the City may purchase BSO-owned equipment at fair market value.

Fiscal Impact:
The FY 2025–26 cost is $23,876,826, representing the first-year annualized consideration. Funding for police services is included in the proposed FY 2025–26 General Fund budget, with funds available in Account No. 001-4120-521.34-07.

The projected Year 2 salary expense increase is approximately 11.9%, as calculated specifically for the City of Tamarac.

In subsequent years, annual adjustments will not exceed 5%, excluding benefits.

The City will receive quarterly credits for any staffing vacancies that result in salary savings and for reimbursements received from the Broward County School Board for School Resource Deputies. These credits will be calculated and applied each quarter to offset the City's costs under the Agreement.

The proposed 2025 BSO Police Services Contract continues Tamarac's 40-year partnership with the Broward Sheriff's Office, ensuring effective law enforcement, fiscal transparency, and performance accountability while supporting the City's strategic goal #2 — Tamarac is Safe and People Know It.

ATTACHMENT(S)
Exhibit A - Special Terms And Conditions
Exhibit B - Police Services General Conditions
TR14336 – Resolution 2025-2030 BSO Agreement
Agreement for Police Services

C: Christine A. Josephs Cajuste, Director of Finance

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ___day of _____, 2025, is made by and between the City of Tamarac, Florida, (hereinafter referred to as the "CITY") and Gregory Tony, Ph.D., as Sheriff of Broward County (hereinafter referred to as "BSO").

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the CITY is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional police services, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.

3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF TAMARAC AND GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____

GREGORY TONY, PH.D., Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____

TERRENCE O. LYNCH, General Counsel/Executive Director

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF TAMARAC AND GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA

CITY:

CITY OF TAMARAC

ATTEST:

By: _____
MICHELLE J. GOMEZ
Mayor

_____
KIMBERLY DILLON
City Clerk

Dated: _____

(SEAL)

By: _____
LEVENT SUCUOGLU
City Manager

Dated: _____

Approved as to form and
Legal sufficiency subject to execution
by the parties:

_____
HANS OTTINOT
City Attorney

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF TAMARAC AND GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY ("BSO"), ATTACHED HERETO AS EXHIBIT "1", IN ACCORDANCE WITH THE SPECIAL TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT "A", AND THE POLICE SERVICES GENERAL CONDITIONS ATTACHED HERETO AS EXHIBIT "B", EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2030; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac has maintained a long-standing partnership with the Broward Sheriff's Office to provide citywide police services, following the transition from the City's former municipal police department ; and

WHEREAS, the current Police Services Agreement with BSO expired at the conclusion of Fiscal Year 2025 ; and

WHEREAS, the City and BSO have negotiated a new Police Services Agreement, attached hereto as Exhibit "1" with Special Terms and Conditions and General Conditions attached hereto as Exhibits "A" and "B," respectively, to continue law enforcement services for a five-year term beginning October 1, 2025 through September 30, 2030, with one five-year renewal term upon mutual agreement ; and

WHEREAS, the new Agreement, and specifically the Special Terms and General Conditions as outlined in Exhibits “A” and “B,” establishes updated staffing levels, including 110 authorized positions comprised of 1 District Chief, 2 Lieutenants, 6 Sergeants, 56 Deputies, 6 Detectives, 4 Crime Suppression Detectives, 6 NST/Crime Prevention Specialists, 15 Community Service Aides, and support personnel, with minimum staffing of ten (10) uniformed Deputies and one (1) Sergeant per shift ; and

WHEREAS, the Agreement, as reflected in Exhibits “A” and “B,” further incorporates enhanced performance reporting, quarterly vacancy credits, defined City Manager oversight in District Chief appointments, and a comparable terms clause that allows Tamarac to request equivalent terms if another municipality receives more favorable provisions ; and

WHEREAS, the City Manager and staff recommend approval of the 2025 Police Services Agreement with BSO, which includes Exhibits “A” and “B,” to ensure continued public safety, operational transparency, and fiscal efficiency; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the Agreement, as set forth in Exhibit “1”, Exhibits “A” (Special Terms and Conditions) and “B,” (Police Services General Conditions) to continue law enforcement services for a five-year term beginning October 1, 2025, through September 30, 2030, with one five-year renewal term upon mutual agreement.

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

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

SECTION 2: The City Commission of the City of Tamarac hereby approves the 2025 Police Services Agreement between the City of Tamarac and the Broward Sheriff's Office ("BSO") for a five (5) year term effective October 1, 2025 through September 30, 2030, with one five (5) year renewal upon mutual agreement, in substantially the form attached hereto as Exhibits "1", "A" and "B."

SECTION 3: The City Manager, or his designee, is hereby authorized to execute the Agreement attached hereto as Exhibit "1", including Exhibits "A" and "B," provided the Agreement is reviewed by the City Attorney for form and legal sufficiency.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____,

2025.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

HANS OTTINOT
CITY ATTORNEY

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Tamarac
EFFECTIVE DATE:	October 1, 2025
FIRST YEAR:	October 1, 2025 – September 30, 2026
TERM:	October 1, 2025 – September 30, 2030
RENEWAL OPTION:	Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
CITY BOUNDARIES:	As incorporated
STAFFING STRUCTURE:	1 District Chief / Captain 2 Lieutenants 56 Uniformed Deputy Sheriffs 6 Uniformed Patrol Sergeants 1 Motorcycle Sergeant 4 Motorcycle Deputies 1 Traffic Deputy 3 School Resource Deputies 1 Criminal Investigation Sergeant 6 Criminal Investigation Detectives 1 Crime Suppression Team Sergeant 4 Crime Suppression Team Detectives 6 NST / Crime Prevention 15 Community Service Aides 1 Administrative Specialist II 1 Administrative Support Specialist 1 Crime Analyst _____ 110

MINIMUM STAFFING:	Utilizing the staffing structure as set forth above, the District Chief shall provide the CITY with at least 10 uniformed deputy sheriffs and 1 uniformed patrol sergeant on duty each shift.
SHIFT SCHEDULE:	District deputies currently work a twelve-hour shift model, which includes an eight-hour day. The length of shift may be altered upon mutual agreement of the Sheriff and City Manager.
CONSIDERATION: First Year Annualized	 $23,876,826
POLICE HEADQUARTERS ADDRESS:	7515 NW 88th Avenue Tamarac, FL 33321
FACILITIES ADDRESS	7515 NW 88TH AVEVUE TAMARAC, FL 33321
CODE ENFORCEMENT	NO
FUEL SITE	YES
NOTICE CITY ADDRESS	Levent Sucuoglu, City Manager 7525 NW 88th Avenue Tamarac, FL 33321 With a Copy to the City Attorney at the same address
OTHER- EMERGENCY MANAGEMENT:	BSO and the City shall each procure and secure its own supplies, equipment and provisions for their respective employees to ensure proper emergency preparedness and response before, during and after the emergency event. BSO and the City may agree that alternative arrangements to secure, procure and provide emergency management supplies, equipment and provisions utilizing the City's contracts, staff and purchasing procedures may be made, in which case, BSO shall credit the City for expenditures made to provide BSO with emergency management supplies, equipment and provisions.

	Crime Prevention Programs The SHERIFF shall offer crime prevention and related programs, through Personnel assigned to the CITY that are mutually beneficial and mutually agreeable to the CITY and SHERIFF. In addition, the Crime Prevention Deputy shall strive to maintain an active Florida Crime Prevention Practitioner's designation or equivalent training, such as the Florida Crime Prevention Through Environmental Design Practitioner, and offer relevant services to the CITY. **Motorcycle Deputies** CITY has requested that each Motorcycle Deputy and Sergeant be assigned a marked patrol vehicle and a motorcycle. CITY shall pay to SHERIFF the same monthly costs for lease and maintenance of the motorcycles that SHERIFF pays for motorcycles utilized in other areas of the County. **Criminal Investigations Unit** A Criminal Investigations Unit shall be maintained to conduct the necessary investigations of criminal activity within the CITY. The District Criminal Investigations Unit is a specialized assignment within the CITY for particular investigations where and as the need for same requires. The Unit shall not operate in the traditional shift structure. The Criminal Investigations Unit shall be comprised of six (6) detectives and one (1) sergeant from the staffing structure described above. The deputies assigned to this Unit shall handle criminal investigations not handled by the central Criminal Investigative Unit. **Crime Suppression Team** A Crime Suppression Team (CST) shall be operated to conduct the necessary investigations of criminal activity within the CITY. The District Crime Suppression Team is a specialized assignment within the CITY designed to target quality-of-life crime

	issues, such as residential and conveyance burglaries, robberies, and narcotics enforcement etc. The Unit shall not operate in the traditional shift structure but shall generally provide coverage on a flexible schedule, the on-duty status and deployment of the team shall be determined by the District Chief or designee.

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

a. Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.

b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.

c. BSO. "BSO" shall mean the Sheriff of Broward County, Florida.

d. CITY. "CITY" shall mean the City that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.

e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.

f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the person acting in the capacity of City Manager shall have the same authority as that of the City Manager.

g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.

h. District. "District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.

i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between CITY and BSO.

j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.

l. Facilities. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.

m. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.

o. Police Services Center. "Police Services Center" shall mean the premises owned by the CITY in which the BSO command staff assigned to the CITY maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.

p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.

q. Renewal Option. "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.

r. Term. "Term" shall mean the length of this Agreement and any extensions thereto.

s. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. STAFFING

a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

b. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and City Manager agree upon the modification.

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the CITY. The cost of such deployment is included in the yearly consideration. The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief shall keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the CITY shall only be utilized for appropriate police services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing**. BSO shall provide to the CITY a minimum number of deputy sheriffs to patrol the CITY per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement.

f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever,

arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager shall meet and discuss the need for such adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

i. **Transfers – BSO's Rights.** BSO shall have the right to transfer any Employee out of the District. The City Manager shall be kept informed of all transfers within five (5) calendar days.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. **Transfers – City Right.** Except for the District Chief, which is covered in Section 10 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the CITY shall not be reassigned to the CITY without CITY approval.

k. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective

bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

l. **Replacements.** Any Personnel transferred or reassigned out of the CITY shall be replaced as soon as practical.

m. **Staffing Continuity.** The CITY and BSO recognize the importance of combining the efforts and resources of BSO and the CITY in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education.** The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, City's Code of Ordinances and residential composition and its crime trends. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. ASSIGNMENT OF POLICE POWERS

The CITY does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. QUARTERLY GOALS AND OBJECTIVES

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the City occurring during the previous three (3) month period. At such meeting, the District Chief shall present the City Manager with information regarding the following:

a. Calls for service by day of the week, time of day, geographic location, date and type of call;
b. Reported incidents, criminal and non-criminal;

c. Number and types of arrests;
d. Traffic crashes;
e. Traffic citations;
f. Staffing and Transfers;
g. Vacancy Credits;
h. Grant Review;
i. Community Policing Initiatives;
j. Response time reports, citizen complaints and their status/disposition;
k. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
l. Updated forfeitures and seizures, including federal and state funds, as well as property.
m. A list of all vehicles assigned to Tamarac district, by vehicle # and assignment.
n. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager shall review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

5. REPORTS

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly Crime Report (FDLE/UCR categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).
- Monthly staffing report including status changes.

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the CITY. The District Captain shall meet and confer with the City Manager regarding the goals and objectives of the strategic plan.

6. PUBLIC COMMUNICATION

BSO and the CITY shall work in collaboration when notifying the community of events or incidents.

BSO and the CITY agree to notify the other party prior to conducting press conferences or making public announcements, regarding the Tamarac District. In an emergency situation, notification can be made as soon as possible.

7. CONSIDERATION

a. For the period from the Effective Date through the end of the Fiscal Year ending September 30, 2026, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.

b. The consideration payable by the CITY in year two of the Agreement shall be determined by adding the following: BSO's budgeted costs of personnel services, capital costs, portable radios and auxiliary equipment, workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs. The Year 2 salary expenses increase for the CITY is currently projected at approximately 11.9 %.and specifically calculated for CITY.

c. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
   1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted costs for such items (not per line item, excepting those items mentioned in paragraph 2 below) in the preceding year. CITY has agreed to waive the cap for the first two fiscal years of the Agreement. BSO reserves the right to perform a salary study in year five of the Agreement. If the salary study indicates a need to increase personnel costs CITY and BSO will negotiate in good faith a new consideration in the successor Agreement, if any.

   2. BSO's budgeted costs for workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs.

d. BSO shall submit a proposed budget to the CITY on May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).

e. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the

budget for the upcoming fiscal year, which is due to the CITY on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

f. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.

g. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.

h. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District. When a large number of vacancies are at risk of occurring, BSO shall have a plan in place to fill the vacancies, and BSO shall relay the plan to the CITY. When a large number of vacancies are at risk of occurring, BSO shall have a plan in place to fill the vacancies, and BSO shall relay the plan to the CITY.

i. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to the BSO. The CITY's credit shall be calculated using the prevailing budgeted cost of BSO Employees within the same job classification for that fiscal year. BSO shall submit a quarterly report detailing vacancy days.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies may be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment. Should BSO agree to modify the method for calculating vacancy credits with any other city, CITY will be provided with the same option.

j. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee.

BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential

composition and its crime trends. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing and if BSO receives a salary savings.

k. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.

l. In the event that the SHERIFF subsequently enters into an agreement, amends the agreement or renews an agreement with a municipality for police services (an "Eligible Agreement"), the SHERIFF shall post the Eligible Agreement on the SHERIFF's web site within 10 business days of execution thereof. If the CITY reasonably determined that the Eligible Agreement overall includes consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs of the CITY and all other municipalities, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

8. VEHICLE MARKINGS

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Tamarac" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

9. FACILITIES

BSO shall use the Police Services Center as its Tamarac Headquarters.

The Police Services Center and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). CITY shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted.. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, it employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY

shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

BSO shall pay for all utility costs including, but not limited to, office equipment and supplies, electric, sewer and water for the Police Services Center. The cost of the utilities are included in the annual consideration paid by CITY.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

With the exception of Police Explorers/Cadets, BSO shall not permit unaccompanied minors in the Facilities.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

10. DISTRICT CHIEF

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the CITY and shall provide direct supervision of activities at the CITY's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Chief shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY, as described herein. The CITY and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's District Chief.

The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District

Chief. BSO agrees to make such selections in good faith and in the best interest of the CITY. BSO shall provide the CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the CITY's receipt of such notice, representatives from both BSO and the CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the CITY becomes dissatisfied with the performance of the District Chief, the CITY shall provide notification to BSO. Thereafter, representatives of BSO and the CITY shall meet to discuss possible remedies of the problems experienced by the CITY. BSO agrees to act in good faith in resolving any problems experienced by the CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

Prior to the removal of the District Chief from the CITY, the SHERIFF or his or her designee shall provide reasonable notice to the City Manager of the upcoming action.

BSO, in its sole discretion, shall have the right to remove the District Chief from the CITY at any time for any of the following reasons:

a. The District Chief is being promoted in rank;
b. The District Chief is being demoted;
c. The District Chief is being disciplined;
d. The District Chief is retiring;
e. The District Chief submits a request to transfer out of the City;
f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
g. The District Chief's failure to meet documented BSO performance standards and requirements; or
h. Prior to the removal of the District Chief, the Sheriff meets with the City Manager and notifies the City Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the City for any reason not specified above shall require the prior approval of the City Manager.

11. FINES, FORFEITURES, REVENUES: PAYMENT

a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 11(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized through the active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds allocated for the City's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Funds"). Such funds will be earmarked for BSO's use within the City as provided under federal law.

d. BSO agrees that any currency seized through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 11 (h) herein. If multiple law enforcement agencies participated in the seizure and the City is not a part of a task force agreement covering the distribution of awarded fund, the amount of funds distributed to CITY shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the currency/property; otherwise the amount of funds distributed to the City will be based upon the task force agreement. The Funds shall be and shall always remain in the ownership of the CITY, and BSO shall not have any right to ownership and control of such Funds, except as to custody of federal asset sharing funds held for City's access and use when mandated by federal law. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:

    1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of state Funds, for use within the boundaries of the CITY, if such application is in compliance with Florida Statutes.

2. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the County for the use of Federal Funds, for use within the boundaries of the CITY, if such application is in compliance with Federal regulations.

3. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, or Federal Regulations to the City Manager and/or County Commission as applicable.

4. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.

5. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City. The City shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.

e. The parties agree that the decision to dispose of or use personal property, other than currency, seized through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.

1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 11(h), below, incurred in the seizure and forfeiture of such property.

2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year;

3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.

4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.

5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.

6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, or federal law, proceeds of the sale of such property, less costs as described in paragraph 11(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law, may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 11(d) above.

7. If the personal property is approved by the CITY for use by BSO outside of the City boundaries, BSO will promptly notify the City Manager of such use.

f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 11(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 11(d), above.

2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 11(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;

ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.

iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.

g. In the event that real or personal property is seized through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (governed by applicable task force MOU, or if none, as defined in Section 11(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 11(d), above.

h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:

1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.

2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.

i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

j. CITY shall be responsible to meet all reporting requirements for all State forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure.

k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY shall make these

funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

12. FUEL FACILITY

a. BSO shall maintain Tank Pollution liability insurance coverage of $1,000,000 occurrence/$2,000,000 aggregate. Such insurance coverage shall be maintained throughout the term hereinabove and set forth. BSO reserves the right to provide Tank Pollution liability coverage through a self-insurance program. BSO shall name the CITY as an additional insured, but only as to liability arising out of BSO's negligent performance of the services provided by BSO to the City pursuant to this Agreement.

b. BSO shall provide the City with a copy of the respective policies of insurance required hereunder and renewals thereof, in order that the CITY, through the offices of City Clerk, may keep such copies on file for the benefit of the public and inspection of the citizenry of the CITY.

c. HOLD HARMLESS: To the extent permitted by law, BSO shall hold the CITY, its officials, agents, servants, and employees harmless from any and all manner of action or actions, cause or causes of actions, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the misconduct or negligent acts or omissions of the BSO while acting within the scope of its employment, and BSO shall indemnify the CITY for any and all damages, judgements, claims, costs, expenses, including reasonable attorney fees, which the CITY might suffer in connection with or as a result of the misconduct or negligent acts or omissions of the BSO, its deputies/officers, employees, or agents while acting within the scope of their employment. Notwithstanding anything to the contrary contained herein, the terms and conditions of this section shall survive the expiration or termination of this Agreement.

   Notwithstanding anything to the contrary contained herein, in no event shall BSO hold harmless or indemnify CITY from liability, suits, cause or causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the negligent acts of the CITY, its employees, agents or servants.

   Notwithstanding anything to the contrary contained herein, BSO and CITY shall, at all times, be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

d. BSO shall be the exclusive user of the fueling system. BSO will operate the Fuel Pumping Station to provide an adequate supply of fuel for BSO vehicles. BSO shall purchase and supply fuel for this fuel facility.

e. BSO shall be the responsible for the maintenance and repair of the computerized fuel dispensing

system and dispensers or gas pumps.

f. BSO agrees to call 911 as soon as possible to report any and all fuel spills and to notify City of any and all fuel spills as soon as possible and to provide the City with any assessment reports relating thereto.

g. BSO agrees to indemnify, defend and hold the CITY harmless from any and all claims (excluding worker's compensation claims of CITY employees), damages, fines, judgements, penalties, costs, causes of actions, liabilities, or loses (including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant, and expert fees) (collectively liabilities), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the following:

    1. Above grounds leaks and spills caused by BSO, its employees, agents, or servants, and

    2. All leaks, contamination and spills above and below ground, resulting from the fueling system.

    Notwithstanding anything to the contrary contained herein, in no event shall BSO hold harmless or indemnify the CITY from liability, damages, fines, judgements, penalties, costs, causes of action, or losses ((including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant, and expert fees) (collectively liabilities), resulting from or attributed to the intentional or negligent acts of the CITY, its employees, agents, servants and/or visitors.

h. BSO shall be responsible for the repair and maintenance of any and all components of the fueling system including, but not limited to, the piping and underground storage tanks.

i. BSO shall have the right to discontinue use of the fueling system at any time, in which case BSO shall be responsible for any and all costs related to the removal of the fueling system including, but not limited to, the extraction of underground storage tanks. In the event of soil contamination is discovered during the fueling system removal and such contamination is attributable to the fueling system, BSO shall be responsible for all clean up costs. The CITY and BSO recognize that alternative fueling arrangements will need to be made at the time use of the fueling system is discontinued. At BSO discretion and cost, replacements and/or upgrades may be made to the fueling system.

13. TOWING

It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO shall honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are

towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY

14. INSURANCE

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
$1,000,000 occurrence /$2,000,000 aggregate

Automobile Liability
$1,000,000 occurrence/$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the City as an additional insured under the General Liability policy. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

15. DEFAULT

a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;

2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;

4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

1. Terminate this Agreement pursuant to Section 16 herein;

2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;

3. Cure such Default and recover the costs thereof from the Defaulting Party;

4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;

5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

16. TERMINATION

a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 16 shall commence.

b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 16. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

c. In the event of termination or expiration of this Agreement, the BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the BSO to a CITY police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide for the same level of police protection at the time of such termination or expiration, upon CITY's request the then pending term of this Agreement shall be deemed automatically extended for a period of twelve (12) months or until CITY is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the projected cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO.

d. Equipment and Vehicles. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, (other than those referred to below) including police vehicles owned by BSO that is directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

   Equipment purchased solely by CITY during the term of this Agreement and provided to BSO for its use, as well as the Body Worn Cameras and P25 Radios assigned to the District (as reflected by prior separate amendments to the Agreement). will be returned to the CITY upon termination.

   Any disagreement between the CITY and BSO as to the value or condition of the property to be returned shall be settled by an outside appraisal company agreeable to both parties.

17. INDEMNIFICATION

a. The CITY and the BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

b. To the extent permitted by law, the CITY shall indemnify, defend, and hold the BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

c. To the extent permitted by law, the BSO shall indemnify, defend, and hold the CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the BSO, its employees, agents, servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

18. DISPUTE RESOLUTION PROCESS

a. If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the Dispute), the parties will follow the dispute resolution procedures set forth in this Section 18, it being agreed that for purposes of this section, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as appropriate.

b. A party will provide a written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the City Manager will conduct a meeting to attempt to resolve the matter.

c. If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in subsection 18 b. above, then within five (5) business days after such

meeting, the BSO's Colonel or designee and the City Manager will meet and attempt to resolve the matter.

d. If the BSO's Colonel or designee and the City Manager are unable to reach resolution at the meeting prescribed in subsection 18 c above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the City Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.

e. Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.

f. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 18, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

19. CONTRACTOR RELATIONSHIP

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

20. NO PARTNERSHIP

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

21. REPRESENTATIONS AND WARRANTIES OF CITY

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

22. <u>REPRESENTATIONS AND WARRANTIES OF BSO</u>

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof

(a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.

e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

23. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

24. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

25. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

26. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

27. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY: See Special Terms and Conditions

BSO: Sheriff Gregory Tony, Ph.D,
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

28. NON-ASSIGNABILITY

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

29. TIME OF THE ESSENCE

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

30. ENTIRE AGREEMENT

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

31. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

32. WAIVER OF RIGHTS

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

33. SEPARABILITY

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

34. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

35. DESCRIPTION OF SERVICES

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or City Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the CITY in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

a. Direct Services – are those services that are provided by the District Employees.

b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).

c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-changing law enforcement needs of the City, the District Chief or the Chief's designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the CITY:

1. BSO shall provide public education programs on a monthly basis on a monthly basis.

2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY;

3. The District Chief or designee shall attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;

4. In an effort to be engaged with the community and aware of current issues, the District Chief or designee shall strive to attend all Community Association membership meetings.

5. BSO shall provide the CITY with School Resource Deputies consistent with BSO's contractual arrangement with the School Board of Broward County. School Resource Deputies shall report to the District Chief and shall be assigned to schools subject to CITY approval. BSO shall request funding from the School Board of Broward County for all School Resource Deputies assigned to schools in the CITY. The funding decision will be made by SBBC and any money paid to BSO from the School Board of Broward County for School Resource Deputies assigned to schools within the CITY shall be transferred to the CITY or credited to the CITY; and

6. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

a) Administration;
b) Budget;
c) Central Supply;
d) Citizen Observer Patrol;
e) Compensation and Assessment;
f) Employee Assistance Program;
g) Employee Benefits;
h) Information Technology Division;
i) Equal Employment Opportunity Division;
j) Evidence;
k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
l) Finance;
m) Fleet Control;
n) Grants Management;
o) Human Resources;
p) Institute for Criminal Justice Studies;
q) Office of the General Counsel;
r) Labor Relations;
s) Purchasing;
t) Records;
u) Recruitment;
v) Selection and Assessment;
w) Victim Services; and
x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.

2. BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident

during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the CITY will be charged at BSO's special detail rates and/or overtime at the time of the event.

Any and all special details requested by the CITY shall be paid based upon the terms and conditions of the CITY's permit filed with BSO's Special Details Unit.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

a) Regional narcotics investigations;
b) Career criminal investigation;
c) Multi-agency gang task force operations;
d) Case filing;
e) Marine/dive team;
f) SWAT team response;
g) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
h) Drug enforcement and money laundering; and
i) Strategic intelligence functions;
j) Law enforcement technical support services;
k) Street crimes enforcement;
l) Full-service crime lab;
m) Helicopter patrol and air rescue services;
n) Prisoner and jail services for municipal ordinance violators;
o) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the CITY and the County; and
p) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

BSO shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:
Upon the request of the City Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2606

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

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

ATTACHMENTS:
1-Memo_2606_LLA_SB1730.docx
2-TO_2606_LLA_SB1730.docx
Exhibit A SB 1730.pdf
O-2025-003.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-08-01M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: August 13, 2025

RE: Ordinance Amending Chapter 10, Article 2, of the City's Land Development Code, Specifically Section 10-2.8, Entitled "Qualified Mixed-Use Development Pursuant to the Live Local Act of 2023," to Ensure Consistency with Section 166.04151(7), Florida Statutes, as Amended by Senate Bills 328 and 1730 –**– Temp. Ordinance No. 2606**

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed text amendment to Section 10-2.8 of the City's Land Development Code to update development regulations and administrative procedures for qualified mixed-use developments pursuant to the Live Local Act, as amended by SB 328 (2024) and SB 1730 (2025), on First Reading at its October 22, 2025 meeting and on Second Reading at its November 12, 2025 meeting (see attached Temporary Resolution No. 2606).

ISSUE: Recent legislative amendments to the Live Local Act through SB 1730 require updates to the City's existing regulations for qualified mixed-use development projects to maintain statutory compliance.

BACKGROUND: On January 22, 2025, the City Commission adopted Ordinance No. O-2025-003, which created Section 10-2.8 of the Land Development Code to implement Section 166.04151(7), Florida Statutes, as enacted by the Live Local Act of 2023 and later amended by SB 328. This section established local development regulations and an administrative review process for qualified mixed-use development projects (QMDAs) that provide affordable housing that are thereby entitled to certain preemptions from local land use and zoning regulations.

On July 1, 2025, Senate Bill 1730 took effect, further amending Section 166.04151, Florida Statutes. This bill clarified and expanded the Act's provisions by:

- Preempting local governments from requiring more than 10% non-residential of the total square footage for a QMDA;
- Requiring a minimum of 65% of the total square footage to be devoted to residential use;
- Expanding zoning eligibility to include all commercial, industrial, or mixed-use zones;
- Updating parking requirements to further restrict local government authority to impose minimum parking standards for QMDAs.

These amendments necessitate revisions to Section 10-2.8 to ensure consistency with state law.

ANALYSIS: The proposed ordinance amends Section 10-2.8 to bring the City's regulations into compliance with SB 1730 and other provisions of the Act. The proposed amendment:

- Reduces the required non-residential component from 35% to a minimum of 10% of total square footage, in alignment with the statutory requirement;
- Confirms that the residential component must constitute at least 65% of total square footage;
- Reaffirms that administrative approval is required and shall not involve elected or quasi-judicial bodies;
- Expands zoning district applicability to include PD (Planned Development), in addition to the existing I-1, I-2, MU-N, MU-C, MU-G, and NC districts;
- Updates parking standards to reflect statutory minimums, including a required 15% reduction for a QMDA within one quarter mile of major transit stops, with accessible on-/off-street parking;

Together, these amendments ensure that QMDAs within the City remain eligible for the Act's development incentives while maintaining the integrity of the City's planning and oversight processes.

CONCLUSION: This item supports Goal #1 "Tamarac is Home" of the City's Strategic Plan by ensuring the City is "Inclusive and Equitable by providing Affordable Housing and Objective 1 of the Housing Element of the City's Comprehensive Plan "The City will assist the private sector in providing a variety of housing unit types to meet the varying needs and lifestyle of its residents."

Accordingly, the Director of Community Development recommends that that the planning board forward a favorable recommendation of approval to the City Commission for the proposed text amendment to Section 10-2.8 of the City's Land Development Code to update development regulations and administrative procedures for qualified mixed-use developments pursuant to the Live Local Act, as amended by SB 328 (2024) and SB 1730 (2025), on First Reading at its October 22, 2025 meeting and on Second Reading at its November 12, 2025 meeting.

FISCAL IMPACT: There is no direct budgetary impact related to the adoption of this ordinance.

INTERVENING ACTION: At its October 1, 2025 meeting, the Planning Board voted 4-0 to forward a favorable recommendation to the Mayor & City Commission for the proposed text amendment to Section 10-2.8 of the City's Land Development Code to update development regulations and administrative procedures for qualified mixed-use developments pursuant to the Live Local Act, as amended by SB 328 (2024) and SB 1730 (2025), on First Reading at its October 22, 2025 meeting and on Second Reading at its November 12, 2025 meeting

Maxine A. Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2606
Ordinance No. O-2025-003
Exhibit A Senate Bill 1730

MAC/MM

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 10, ARTICLE 2, OF THE LAND DEVELOPMENT CODE OF THE CITY OF TAMARAC, FLORIDA, ENTITLED "ZONING DISTRICTS", BY SPECIFICALLY AMENDING SECTION 10-2.8, ENTITLED "QUALIFIED MIXED-USE DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT OF 2023", TO ESTABLISH PROCEDURES AND REGULATIONS TO IMPLEMENT SECTION 166.04151(7), FLORIDA STATUTES, AS CREATED BY CHAPTER 2023-17, LAWS OF FLORIDA, AND AS AMENDED BY SENATE BILL 328 (2024) AND SENATE BILL 1730 (2025), ATTACHED HERETO AS EXHIBIT A, TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted the Live Local Act of 2023 to promote the development and availability of affordable housing; thereafter, it enacted Senate Bill 328 on July 1, 2024 and Senate Bill 1730 on July 1, 2025, attached hereto as Exhibit A, to clarify, strengthen, and amend the statutory framework set forth in Sections 125.01055 and 166.04151, Florida Statutes; and

WHEREAS, the City Commission of the City of Tamarac adopted Ordinance No. O-2025-003 on January 22, 2025 (see attached O-2025-003), amending Chapter 10, Article 2 of the City's Land Development Code by creating Section 10-2.8, entitled "Qualified Mixed-Use Development Pursuant to the Live Local Act of 2023," to establish development regulations and administrative review procedures for affordable housing

projects consistent with the Live Local Act of 2023 and Senate Bill 328, and to ensure compliance reporting, oversight, and enforcement of mandatory affordability requirements; and

WHEREAS, Senate Bill 1730 further amended the Live Local Act to preempt local governments from requiring more than 10% of the total square footage of a mixed-use development to be dedicated to non-residential uses, while also requiring that applicants dedicate a minimum of 65% of the total square footage to the combined affordable and non-affordable residential component; and

WHEREAS, Senate Bill 1730 also expands zoning eligibility to include any area zoned for commercial, industrial, or mixed-use, and maintains that if a municipality has designated less than twenty percent (20%) of its land area for commercial or industrial use, it is only required to allow qualifying developments as mixed-use projects; and

WHEREAS, the original Live Local Act, together with Senate Bill 328, Senate Bill 1730, and any subsequent legislation amending or supplementing Sections 125.01055 and 166.04151, Florida Statutes, shall be collectively referred to herein as “the Act”; and

WHEREAS, the City of Tamarac has less than 20% of its land area designated for commercial and industrial use, and as such, a qualifying development must consist of a mixed-use project (QMDA) in a “commercial or industrial” zoning district; and

WHEREAS, the City Commission of the City of Tamarac now finds it necessary and appropriate to amend Section 10-2.8 of the Land Development Code to ensure continued compliance with the Act by updating provisions relating to non-residential use

limitations, mandatory parking reductions, zoning eligibility, and administrative approval procedures; and

WHEREAS, the following are the “commercial, industrial, and mixed-use” zoning districts of the City of Tamarac to which the Act applies: I-1 (Light Industrial), I-2 (Industrial), MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), NC (Neighborhood Commercial), and PD (Planned Development), with PD added in compliance with Senate Bill 1730; and

WHEREAS, the Act provides that a QMDA must be reviewed solely through an administrative process, without involvement or approval by any voting body, including elected officials or quasi-judicial boards, and must be approved if the proposed development complies with the municipality’s land development regulations applicable to multifamily developments in areas zoned for such use, and is otherwise consistent with the comprehensive plan, excluding provisions related to density, floor area ratio, height, and land use; and

WHEREAS, as any administrative review must first determine compliance with the applicable land development regulations, the City Commission has determined that a site plan application for a QMDA shall be submitted to the Community Development Department and is subject to Staff review and decision in accordance with Sections 10-5.3(E)(1), (2) and (4) of the Land Development Code, “Applications Subject to Staff Decision”; and

WHEREAS, the Act contains self-executing provisions regarding a QMDA, specifically relating to changes to the list of permitted or conditional uses in commercial

zoning districts, as well as density, floor area ratio, and height regulations; therefore, this Ordinance acknowledges and incorporates such mandated provisions into the City's Code of Ordinances for ease of reference, and the City Commission affirms the City's compliance with all current and future preemptions resulting from subsequent amendments to the Act; and

WHEREAS, the Act specifically provides that Section 166.04151(7), Florida Statutes, shall expire on October 1, 2033; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to amend the City Land Development Code to establish equitable regulations in order to implement the provisions of the Act, and ensure compliance reporting, oversight, and enforcement of the mandatory affordability requirements by adoption of this Ordinance; and

WHEREAS, the Director of Community Development recommends approval of the ordinance ; and

WHEREAS, the City Commission of the City of Tamarac finds that amending Chapter 10, Article 2, of the Land Development Code of the City of Tamarac, Florida, entitled "Zoning Districts", by creating Section 10-2.8, entitled "Qualified Mixed-Use Development pursuant to the Live Local Act of 2023," to provide for development regulations and administrative review of certain affordable housing projects pursuant to state law, and ensure compliance reporting, oversight, and enforcement of the mandatory affordability requirements to be in the best interest of the citizens, residents, and visitors of the City of Tamarac.

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. Chapter 10, Article 2, Section 10-2.8 entitled, “Qualified Mixed-Use Development pursuant to the Live Local Act of 2023” of the Land Development Code of the City of Tamarac, Florida is hereby amended as follows:

10-2.8 Qualified Mixed-Use Development Pursuant to the Live Local Act of 2023

(A) ~~Intent and~~ **Purpose, Conflict~~;~~, and Expiration**

(1) The purpose of this section is to establish procedures and regulations for the development of mixed-use developments pursuant to the provisions of F.S. § 166.04151(7), as created by Chapter 2023-17, Laws of Florida, the "Live Local Act of 2023", ~~and State~~ Senate Bill 328, Senate Bill 1730, and all subsequent amendments thereto (the Act), which mixed-use developments involve a combination of residential and non-residential components, and a combination of dwelling units that qualify as affordable housing and units that do not qualify as affordable housing, to accomplish the following purposes:

(a) Protect and promote the public health, safety, and general welfare of the City's residents;

(b) Ensure affordability commitment for a period of at least 30 years;

(c) Facilitate the orderly development of affordable multifamily housing in the city pursuant to the Act;

(d) Confirm that a "qualified mixed-use development pursuant to the Act" (QMDA) is required to be a mixed-use residential development;

(e) Specify the city zoning districts to which this section is applicable and within which a QMDA is authorized and may be approved administratively pursuant to the Act;

(f) Confirm the land development regulations applicable to QMDA, and acknowledge the statutory mandates regarding density, height, and land use;

(g) Confirm minimum dwelling unit square footage in order to provide reasonable living conditions;

(h) Provide a minimum percentage of non-residential use floor area for QMDA to provide a meaningful mixed-use development and to reduce vehicle trips and vehicle miles traveled;

(i) Confirm the maximum intensity for QMDA applies to all square footage within the development; and

(j) Establish an administrative approval process for QMDA, including provisions for appeals of administrative decisions.

(2) In the event of a conflict between the provisions of this section and any current or subsequent amendments to F.S. § 166.04151(7), the statute, as amended, shall control.

(32) Consistent with F.S. § 166.04151(7), which expires October 1, 2033, this section 10-2.8 also expires and becomes null and void on October 1, 2033, unless the statute is further extended by the Legislature. In such circumstances, the ordinance from which this section is derived shall be in effect as long as the statute is in effect.

(B) **Definitions**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Act means Live Local Act of 2023, ~~and~~ the amended provisions of Senate Bill 328, Senate Bill 1730, and subsequent amendments to F.S. § 166.04151(7) collectively.

Adjacent, for the purpose of this section, means having a common boundary or edge; abutting; touching.

Director means director of community development.

Gross square footage (gross floor area) means the sum (in square feet) of the area of each floor level, measured from principal outside faces of exterior walls, including, but not limited to, basements, corridors, hallways, utility areas, elevators, storage rooms, staircases, and mezzanines, but not including architectural projections. Included are areas that have floor surfaces with clear standing head room (six feet, six inches minimum) regardless of their use. This definition includes areas which are not enclosed, but roofed; however, it does not include unroofed areas.

QMDA means a qualified multiple-family, mixed-use development proposed pursuant to F.S. § 166.04151(7), as amended from time to time, with a minimum of 65

percent of the gross square footage used for residential purposes, at least 40 percent of residential units are affordable rental units, as defined in F.S. § 420.0004, for a period of at least 30 years, and with the remaining of the gross square footage dedicated to non-residential uses, as permitted in the applicable zoning district.

Unified control means all land included for the purpose of development shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the city attorney. Upon application, the applicant shall agree as follows:

(a) To proceed with the QMDA according to the provisions of this section and the affordability requirements as established by state law and covenant;

(b) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the city for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and

(c) To bind their successors in title to any commitments made under the above for the affordability period and as long as the development remains a QMDA. All agreements and evidence of unified control shall be reviewed by the city attorney and no site plan for a QMDA shall be approved without verification by the city attorney that such agreements and evidence of unified control meet the requirements of this section.

(C) **Applicability; Zoning Districts permitting QMDA; Conflicts**

(1) QMDA shall be permitted, and the regulations set forth in this section shall be applicable to QMDA, only in the following zoning districts of the city:

(a) I-1 (Light Industrial)

(b) I-2 (Industrial)

(c) MU-N (Mixed-Use Neighborhood)

(d) MU-C (Mixed-Use Corridor)

(e) MU-G (Mixed-Use General)

(f) NC (Neighborhood Commercial)

(g) PD (Planned Development)

(2) In the event of a conflict between the regulations set forth herein and those set forth in the commercial, industrial, or mixed-use zoning district in which a QMDA is proposed to be located, the regulations set forth in this section shall control to the extent of such conflict.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

(D) **Site Plan Requirements; Application and Fees; Administrative Review Process; Appeals**

(1) For each proposed QMDA, a pre-application staff conference is required in accordance with the procedures set forth in Section[s] 10-5.3(B)(1), (3), and (4), including all information required.

(2) For each proposed QMDA, a pre-application neighborhood meeting is required in accordance with the procedures set forth in Section 10-5.3(C). The notification radius for this meeting shall be extended by an additional 100 feet, covering a total radius of 500 feet for residential properties, to ensure broader community engagement and input.

(3) The fee for administrative review of the application shall equal the fee for a site plan approval (major) and include the estimated costs for review by outside consultants as specified in the Community Development Fees Schedule of the City of Tamarac under "Cost Recovery and Miscellaneous." The director may impose additional application fees to recover the city's actual costs incurred during the review process, pursuant to Section 10-5.3(D)(3)(b). Additionally, the applicant shall be responsible for applicable impact fees to mitigate the impact of the QMDA on public facilities and infrastructure. The applicant may also be required to provide community benefits, such as public open space enhancements or contributions to local community initiatives, as determined by the director in accordance with applicable city policies or guidelines.

(4) Application submittal, revisions, and withdrawals shall be conducted pursuant to the provisions of Section[s] 10-5.3(D)(1), (2), (5), (6), and (7).

(5) Administrative review of the site plan application shall be conducted pursuant to the provisions of Section[s] 10-5.3(E)(1), (2), and (4).

(6) **Affordable Housing Plan:** including dwelling unit mix, number of bedrooms and unit sizes, income levels to which each unit will be made affordable, methods used to advertise affordable units, annual certification form, and any additional information requested by the Director.

(7) **Affidavit of Commitment.** The applicant must file an affidavit of commitment in a form provided by the city, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the city). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for 30 years from certificate of occupancy and may only be released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The city will provide the form covenant and monitoring and compliance forms upon submittal of the application. Annual certification shall be submitted to the community development department.

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(8) Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access, as applicable.

(9) A specific purpose survey demonstrating the one mile distance for the proposed height determination (unless the comparable site is so obviously close to render this unnecessary) with a brief analysis of the comparable site.

(10) A brief analysis of the comparable site for the proposed density determination.

(11) Clearly visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, F.S, § 166.04151(7), project.

(12) A table, or tables, on the site plan legend or data sheet, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.

(13) As required by the director, QMDA located in industrial zoning districts shall submit a study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

(14) Analysis of water and wastewater demand associated with the QMDA demonstrating demand is within existing availability.

(15) A traffic analysis demonstrating the ability to achieve an internal trip capture concurrent with the buildout of the project.

(16) ~~A parking study is required if the QMDA requests up to a 20 percent reduction in total parking requirements, as provided in Section 10-5.4(H)(3)(c). This reduction applies to QMDAs within one-half mile of a major transportation hub, provided on-street or off-street parking is available within 600 feet for residents.~~ The City may require a parking demand or circulation study where necessary to evaluate site access, internal circulation, transportation concurrency, emergency vehicle access, or ADA compliance; however, such study shall not be used to impose parking requirements in excess of the limitations established by Section 166.04151, Florida Statutes, as amended.

(17) The director's decision on an application for a QMDA shall be final. Either the applicant, or an aggrieved party, as defined in section 10-5.3(J)(b), who disagrees with the final decision of the director, may file an appeal to the planning board in accordance with Section 10-5.4(R). Provided, however, the appellant needs only file a timely notification of appeal and such appeal shall be heard at the next planning board meeting that is at least two weeks after the filing of the appeal.

(E) **Land Development Regulations for QMDA**

(1) **Unified Lot.** All land included for the purposes of a QMDA, including all residential and non-residential components, shall be under unified control.

(2) **Required Residential Use**

(a) A minimum of 65 percent of the total square footage of a QMDA shall be used for residential purposes.

(b) Equivalency of Affordable Dwelling Units

1. Affordable dwelling units and market rate units within a QMDA shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every qualifying development structure contains both affordable and market rate units in equal proportions; in no event shall a qualifying development structure consist entirely of market rate units.

2. All common areas and amenities within a QMDA shall be accessible and available to all residents (both affordable and market rate units).

3. Access to the required affordable dwelling units in a QMDA shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.

4. Unit mix (bedroom count and size per unit): The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if 25 percent of the market rate units consist of two bedrooms, then 25 percent of the affordable units shall also have two bedrooms, etc., maintaining a proportional distribution across unit types and each structure within the qualifying development). When measurements determining the unit mix of affordable units result in any decimal fraction less than 0.5, they shall be rounded down to the nearest whole number, and any decimal fraction of 0.5 or more shall be rounded up to the nearest whole number.

5. Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.

6. If the QMDA is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units and nonresidential uses. A certificate of occupancy for affordable units must be issued concurrently with or prior to the certificate of occupancy for market rate units of the development. In phased developments, affordable units may be constructed and occupied in proportion to the number of units in each phase of the residential development.

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7. The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.

8. The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including, but not limited, to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

(c) **Affordability Commitment**

1. Pursuant to F.S. § 166.04151(7), at least 40 percent of the multi-family residential units shall remain affordable, as defined in F.S. § 420.0004, for a period of at least 30 years. Before the issuance of any building permit, the property owner shall execute and deliver to the city for recordation in the public records, on a form approved by the city attorney, a covenant, declaration of restriction, or other deed restriction in favor of the city ensuring compliance with this affordability requirement and providing enforcement rights for the city.

2. The property owner shall provide to the city, each year on January 15, an annual certification form certifying all affordable housing units meet the affordability criteria set forth in F.S. § 420.0004.

(3) **Required Non-Residential Use**

(a) ~~Thirty-five~~ A minimum of 10 percent of the total square footage of ~~the~~ a QMDA shall be devoted to principal non-residential uses that are not dedicated to, or exclusively accessible by, the on-site residential uses. Residential community amenities, or non-residential uses open only to residents of ~~the~~ a QMDA, shall ~~are~~ not be considered non-residential uses~~.~~ for purposes of this requirement. Any future amendments to this provision under the Act are hereby incorporated by reference, and the City shall remain in compliance with all current and future preemptions resulting from subsequent amendments to the Act.

(b) Non-residential uses shall be limited to those uses permitted in the zoning district and land use regulations applicable to the land on which ~~the~~ a QMDA is located. Proposed uses requiring special exception shall be subject to city commission approval and the applicable regulations and limitations for the use.

(4) **Allocation of Shared Space Square Footage**

(a) Lobby, service areas, and amenity areas exclusively serving the residential uses of a QMDA shall be considered residential square footage.

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(b) Common ground floor lobby, service areas, parking, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(5) **Site Design**

(a) A QMDA must locate all non-residential uses on the same (or unified) plot.

(b) A QMDA located on land zoned industrial must locate all non-residential uses in a structure separate from any residential uses. Structures used for more intense industrial purposes, as determined solely by the city, need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.

(c) A QMDA located on land zoned industrial shall submit a study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

(6) **Additional Development Standards**

(a) The following standards are applicable to all QMDA regardless of the zoning district they are located in:

1. Maximum Density and Height.

a. With respect to the residential component of a QMDA, the maximum density shall be the highest allowed density on any land in the city where residential development is allowed by right, without incorporation of any bonus density and/or flex and reserve units. The maximum permitted density in the city is 50 dwelling units per acre.

b. The maximum height shall be the highest currently allowed for a commercial or residential development within the city and within one mile of the QDMA, or three stories, whichever is higher. For QDMA adjacent on two sides or more to a single-family zone with 25 or more contiguous single-family homes, height is limited to 150 percent of the tallest adjacent building or three stories, whichever is greater, as provided in the Act.

2. A QMDA shall adhere to existing land use regulations pertaining to minimum dwelling unit sizes of multi-family developments, as

specified in Table 10-2.2, and to minimum lot standards, setbacks, and building standards for mixed-use developments, as specified in Table 10-2.3 of the Land Development Code of the City of Tamarac.

3. A QMDA shall adhere to all other applicable Land Development Code development standards unless specifically regulated in this section.

(b) **Architectural Requirements**

1. Architectural requirements of the QMDA shall conform to section 10-4.7 "Mixed-Use and Nonresidential Site and Building Design" of the Land Development Code of the City of Tamarac. All QMDA proposed under this section shall be cohesive and architecturally compatible with guidelines as determined by staff.
2. Overhead garage or loading doors shall not face a street side.
3. Electrical equipment shall be effectively screened from view from public areas, streets, adjoining properties, and residential uses.
4. Mechanical equipment is not permitted on any street side and shall be effectively screened from view from public areas, adjoining properties, and residential uses.

(c) **Buffer and Landscaping Requirements** A QMDA shall conform to section 10-4.4 "Landscaping and Tree Preservation" and the landscaping and buffering requirements for the zoning district in which it is to be located.

(d) **Parking**

1. Parking requirements. A QMDA shall conform to section 10-4.2 "Transportation and Connectivity" of the Land Development Code of the City of Tamarac and the driveways and access requirements per 10-4.2(B)(4)(a) and (d).
2. A QMDA located within a designated Transit-Oriented Development (TOD) is exempt from parking requirements. Additionally, a QMDA within one-half mile of a major transportation hub or within a quarter mile and accessible to a ~~major~~ transit stop, as determined by the city, ~~may reduce~~ shall be granted a reduction of ~~total parking requirements by at least 20~~ 15 percent~~,~~ in total parking requirements upon the request of the applicant, provided that on-street parking and/or off-street parking is available within 600 feet for the QMDA's residents. Any future amendments to these provisions under the Act are hereby incorporated by reference, and the City shall remain in compliance with all current and future preemptions resulting from subsequent amendments to the Act. ~~subject to evaluation based on site conditions.~~

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(7) **Regulatory Compliance**

(a) In addition to the provisions set forth herein, a QMDA shall comply with all other land development regulations applicable to mixed-use developments in which the density is proposed.

(b) All aspects of ~~the~~ a QMDA shall be consistent with the city's comprehensive plan, with the exception of provisions establishing allowable use, height, and density.

(c) Compliance with applicable laws and regulations. In addition to the provisions set forth herein, qualifying developments shall comply with all other applicable state and local laws and regulations.

(8) **Expiration or Loss of Qualifying Development Status**

(a) **Penalties** Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine of $250.00 per day per unit per violation until proof of compliance has been provided to the city. The monetary penalty shall not be subject to mitigation or otherwise modified by any body or board, including, but not limited to, the code enforcement special magistrate.

(b) **Loss for Failure to Meet Affordability Requirements** An approved ~~qualifying development project~~ QMDA which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and 90 days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

(c) **Expiration of Covenant** A qualifying development, for which a covenant guaranteeing affordable housing has expired, shall be considered:

1. A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.
2. A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable, subject to section 10-1.9 of the Land Development Code, "Nonconformities."

~~(Ord. No. O-2025-003, § 2, 1-22-25)~~

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

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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]

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PASSED, FIRST READING this _____ day of _____, 2025.

PASSED, SECOND READING this _____day of _____, 2025.

_____
MICHELLE J. GOMEZ
MAYOR

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	_____

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

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

_____
HANS OTTINOT
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2025.

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An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; authorizing the board of county commissioners and the governing board of a municipality, respectively, to approve the development of housing that is affordable, including mixed-use residential, on any parcel owned by religious institutions; requiring counties and municipalities to authorize multifamily and mixed-use residential as allowable uses in portions of flexibly zoned areas under certain circumstances; prohibiting counties and municipalities from imposing certain requirements on proposed multifamily developments; prohibiting counties and municipalities from requiring that more than a specified percentage of a mixed-use residential project be used for certain purposes; revising the density, floor area ratio, or height below which counties and municipalities may not restrict certain developments; defining the term "highest currently allowed, or allowed on July 1, 2023"; revising the definition of the term "floor area ratio"; authorizing counties and municipalities to restrict the height of proposed developments on certain parcels with structures or buildings listed in the National Register of Historic Places; requiring the administrative approval of certain proposed developments without further action by a quasi-judicial or administrative board or reviewing body under certain circumstances; defining the term

"allowable density"; requiring the administrative approval of the demolition of an existing structure associated with a proposed development in certain circumstances; providing construction; authorizing counties and municipalities to administratively require that certain proposed developments comply with architectural design regulations under certain circumstances; requiring counties and municipalities to reduce parking requirements by a specified percentage for certain proposed developments under certain circumstances; authorizing counties and municipalities to allow adjacent parcels of land to be included within certain proposed developments; requiring a court to give priority to and render expeditious decisions in certain civil actions; requiring a court to award reasonable attorney fees and costs to a prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or costs; defining terms; revising applicability; prohibiting counties and municipalities from enforcing certain building moratoriums; providing an exception, subject to certain requirements; requiring the court to assess and award reasonable attorney fees and costs to the prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or

costs; providing applicability; providing annual reporting requirements beginning on specified dates; authorizing applicants for certain proposed developments to notify the county or municipality, as applicable, by a specified date of its intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit revised applications, written requests, and notices of intent to account for changes made by the act; creating s. 420.5098, F.S.; providing legislative findings and intent; defining terms; providing that it is the policy of the state to support housing for certain employees and to allow developers in receipt of certain tax credits and funds to create a specified preference for housing certain employees; requiring that such preference conform to certain requirements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 125.01055, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to that section, to read:

125.01055 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as

defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The county may not require that more than 10 percent of the total square footage of such

mixed-use residential projects be used for nonresidential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot

ratio and lot coverage.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the county's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places

before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this subparagraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and

transfer density units or development units from other properties.

2. The county must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A county must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements by 15 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the county's land development code, and the transit stop is accessible from the development; ~~.~~

~~2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major

transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or ~~and~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a county may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a county for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An

award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but

is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o)~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p) ~~(1)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a county may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A county may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the county shall prepare or cause to be prepared an assessment of the county's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the county's website by the date the notice of proposed enactment is published, and presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the board of county commissioners. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 125.66(3).

(c) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly

incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each county must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 2. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 166.04151, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to

that section, to read:

166.04151 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional

impact, amendment to a municipal charter, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The municipality may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor

area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph,

the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds. For a proposed development located within a municipality within an area of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, the term "story" includes only the habitable space above the base flood elevation as designated by the Federal Emergency Management Agency in the most current Flood Insurance Rate Map. A story may not exceed 10 feet in height measured from finished floor to finished floor, including space for mechanical equipment. The highest story may not exceed 10 feet from finished floor to the top plate.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the governing body of the municipality or any

quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this paragraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The municipality must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or

building individually listed in the National Register of Historic Places, the municipality may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A municipality must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements for a proposed development authorized under this subsection by 15 percent if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the municipality's land development code, and the transit stop is accessible from the development;~~.~~

~~2. A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or~~.~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under

this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a municipality may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a municipality for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants;

public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable

uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o) ~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p) ~~(l)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a municipality may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A municipality may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-

year period. Before adoption of such a building moratorium, the municipality shall prepare or cause to be prepared an assessment of the municipality's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the municipality's website by the date the notice of proposed enactment is published and must be presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the governing body of the municipality. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 166.041(4).

(c) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each municipality must provide an annual report to the state land planning agency which

includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 3. An applicant for a proposed development authorized under s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, who submitted an application, a written request, or a notice of intent to use such provisions to the county or municipality and which application, written request, or notice of intent has been received by the county or municipality, as applicable, before July 1, 2025, may notify the county or municipality by July 1, 2025, of its intent to proceed under the provisions of s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality, as applicable, shall allow an applicant who submitted such application, written request, or notice of intent before July 1, 2025, the opportunity to submit a revised application, written request, or notice of intent to

account for the changes made by this act.

Section 4. Section 420.5098, Florida Statutes, is created to read:

420.5098 Public sector and hospital employer-sponsored housing policy.—

(1) The Legislature finds that it is in the best interests of the state and the state's economy to provide affordable housing to state residents employed by hospitals, health care facilities, and governmental entities in order to attract and maintain the highest quality labor by incentivizing such employers to sponsor affordable housing opportunities. Section 42(g)(9)(B) of the Internal Revenue Code provides that a qualified low-income housing project does not fail to meet the general public use requirement solely because of occupancy restrictions or preferences that favor tenants who are members of a specified group under a state program or policy that supports housing for such specified group. Therefore, it is the intent of the Legislature to establish a policy that supports the development of affordable workforce housing for employees of hospitals, health care facilities, and governmental entities.

(2) For purposes of this section, the term:

(a) "Governmental entity" means any state, regional, county, local, or municipal governmental entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of the state; any public school, state university, or Florida College System institution; or any special district as defined in s. 189.012.

(b) "Health care facility" has the same meaning as provided

in s. 159.27(16).

(c) "Hospital" means a hospital under chapter 155, a hospital district created pursuant to chapter 189, or a hospital licensed pursuant to chapter 395, including corporations not for profit that are qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and for-profit entities.

(3) It is the policy of the state to support housing for employees of hospitals, health care facilities, and governmental entities and to allow developers in receipt of federal low-income housing tax credits allocated pursuant to s. 420.5099, local or state funds, or other sources of funding available to finance the development of affordable housing to create a preference for housing for such employees. Such preference must conform to the requirements of s. 42(g)(9) of the Internal Revenue Code.

Section 5. This act shall take effect July 1, 2025.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2025-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, TERMINATING "NOTICE TO THE PUBLIC OF A PENDING ORDINANCE" BY AMENDING CHAPTER 10, ARTICLE 2, OF THE LAND DEVELOPMENT CODE OF THE CITY OF TAMARAC, FLORIDA, ENTITLED "ZONING DISTRICTS", BY CREATING SECTION 10-2.8, ENTITLED "QUALIFIED MIXED-USE DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT OF 2023," ESTABLISHING PROCEDURES AND REGULATIONS TO IMPLEMENT SECTION 166.04151(7), FLORIDA STATUTES, AS CREATED BY CHAPTER 2023-17, LAWS OF FLORIDA, AND AS AMENDED BY SENATE BILL 328, TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2023, the State of Florida adopted Chapter 2023-17, Laws of Florida, known as the "Live Local Act of 2023", which makes various changes and additions to affordable housing related programs and policies at both the state and local levels; and

WHEREAS, on September 13, 2023, pursuant to the pending ordinance doctrine set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City Commission approved Resolution No. R-2023-103, "Notice to the Public of a Pending Ordinance" and directed staff to develop and process for adoption an ordinance to provide for certification of compliance of affordable housing projects and other land development regulations addressing affordable housing and mixed-use and multi-family projects to

comply with the Live Local Act of 2023, and provided an expiration date of six (6) months; and

WHEREAS, subsequent to the adoption of Resolution No. R-2023-103, the Legislature passed Senate Bill 328, "Affordable Housing", which includes revisions to the Live Local Act of 2023; and

WHEREAS, on March 13, 2024, pursuant to Chapter 10, Section 10-5.4 of the Land Development Code of the City of Tamarac, the City Commission approved Resolution No. R-2024-030, granting a reasonable time extension of one hundred and eighty (180) days of the notice to the public of a pending ordinance to comply with the Live Local Act of 2023 and Senate Bill 328, henceforth referred to collectively as (the Act); and

WHEREAS, on August 28, 2024, pursuant to Chapter 10, Section 10-5.4 of the Land Development Code of the City of Tamarac, the City Commission approved Resolution No. R-2024-080, granting a second reasonable time extension of one hundred and eighty (180) days of the notice to the public of a pending ordinance to comply with the Act and enhance public awareness of any proposed "qualified mixed-use development pursuant to the Act" (QMDA), and

WHEREAS, the Act preempts certain local governments' requirements regarding zoning, density, floor area ratio, and height to facilitate development of affordable multifamily rental housing in commercial, industrial, and mixed-use zoned areas if at least forty percent (40%) of the residential units are affordable rental units, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the Act provides that if a municipality has designated less than twenty percent (20%) of the land area within its jurisdiction for commercial and industrial use, it is only required to allow a development pursuant to the Act to consist of a mixed-use development; and

WHEREAS, the City of Tamarac has less than twenty percent (20%) of its land area designated for commercial and industrial use, and as such, a QMDA must consist of a mixed-use project in a "commercial or industrial" zoning district; and

WHEREAS, the following are the "commercial, industrial and mixed-use" zoning districts of the City of Tamarac to which the Act applies: I-1 (Light Industrial), I-2 (Industrial), MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial); and

WHEREAS, the Act requires that the combined affordable and non-affordable residential component in a QMDA must be a minimum of sixty-five percent (65%) of the total square footage of the QMDA; and

WHEREAS, the City Commission has determined that a non-residential component in a QMDA consisting of thirty-five percent (35%) of the total square footage is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; and

WHEREAS, the Act provides that a QMDA must be reviewed through an administrative process, and must be approved if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned

for such use, and is otherwise consistent with the comprehensive plan with the exception of provisions pertaining to density, floor area ratio, height, and land use; and

WHEREAS, as any administrative review must first determine compliance with the applicable land development regulations, the City Commission has determined that a site plan application for a QMDA shall be submitted to the Community Development Department and is subject to Staff review and decision in accordance with Sections 10-5.3(E)(1), (2) and (4) of the Land Development Code, "Applications Subject to Staff Decision"; and

WHEREAS, the Act contains self-executing provisions regarding QMDA, specifically regarding changes to the list of permitted or conditional uses in commercial zoning districts, and regarding density, floor area ratio, and height regulations. Therefore, this Ordinance acknowledges and incorporates such mandated provisions into the City's Code of Ordinance for ease of reference; and

WHEREAS, the Act specifically provides that Section 166.04151(7), Florida Statutes, shall expire on October 1, 2033; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to amend the City Land Development Code to establish equitable regulations in order to implement the provisions of the Act, and ensure compliance reporting, oversight, and enforcement of the mandatory affordability requirements by adoption of this Ordinance; and

WHEREAS, the Director of Community Development recommends approval of the ordinance ; and

WHEREAS, the City Commission of the City of Tamarac finds that amending Chapter 10, Article 2, of the Land Development Code of the City of Tamarac, Florida, entitled "Zoning Districts", by creating Section 10-2.8, entitled "Qualified Mixed-Use Development pursuant to the Live Local Act of 2023," to provide for development regulations and administrative review of certain affordable housing projects pursuant to state law, and ensure compliance reporting, oversight, and enforcement of the mandatory affordability requirements to be in the best interest of the citizens, residents, and visitors of the City of Tamarac.

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. Notice to the Public of a Pending Ordinance is hereby terminated by creating Chapter 10, Article 2, Section 10-2.8 entitled, "Qualified Mixed-Use Development pursuant to the Live Local Act of 2023" of the Land Development Code of the City of Tamarac, Florida and which reads as follows:

10-2.8 – Qualified Mixed-Use Development pursuant to the Live Local Act of 2023

(A) **Intent and Purpose; Expiration**

(1) The purpose of this Section is to establish procedures and regulations for the development of mixed-use developments pursuant to the provisions of Subsection 166.04151(7), Florida Statutes, as created by Chapter 2023-

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

17, Laws of Florida, the "Live Local Act of 2023" and State Bill 328 (Act), which mixed-use developments involve a combination of residential and non-residential components, and a combination of dwelling units that qualify as affordable housing and units that do not qualify as affordable housing, to accomplish the following purposes:

(a) Protect and promote the public health, safety, and general welfare of the City's residents;

(b) Ensure affordability commitment for a period of at least thirty (30) years;

(c) Facilitate the orderly development of affordable multifamily housing in the City pursuant to the Act;

(d) Confirm that a "qualified mixed-use development pursuant to the Act" (QMDA) is required to be a mixed-use residential development;

(e) Specify the City zoning districts to which this Section is applicable and within which a QMDA is authorized and may be approved administratively pursuant to the Act;

(f) Confirm the land development regulations applicable to QMDA, and acknowledge the statutory mandates regarding density, height, and land use;

(g) Confirm minimum dwelling unit square footage in order to provide reasonable living conditions;

(h) Provide a minimum percentage of non-residential use floor area for QMDA to provide a meaningful mixed-use development and to reduce vehicle trips and vehicle miles traveled;

(i) Confirm the maximum intensity for QMDA applies to all square footage within the development; and

(j) Establish an administrative approval process for QMDA, including provisions for appeals of administrative decisions.

(2) Consistent with Section 166.04151(7), Florida Statutes, which expires October 1, 2033, this Section 10-2.8 also expires and becomes null and void on October 1, 2033, unless the statute is further extended by the Legislature. In such circumstances, this Ordinance shall be in effect as long as the statute is in effect.

(B) **Definitions**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Act means Live Local Act of 2023 and the amended provisions of Senate Bill 328 collectively.

Adjacent, for the purpose if this Section, means having a common boundary or edge; abutting; touching.

Director means Director of Community Development.

Gross Square Footage (Gross Floor Area) means the sum (in square feet) of the area of each floor level, measured from principal outside faces of exterior walls, including, but not limited to, basements, corridors, hallways, utility areas, elevators, storage rooms, staircases, and mezzanines, but not including architectural projections. Included are areas that have floor surfaces with clear standing head room (six (6) feet, six (6) inches minimum) regardless of their use. This definition includes areas which are not enclosed, but roofed; however, it does not include unroofed areas.

QMDA means a qualified multiple-family, mixed-use development proposed pursuant to Section 166.04151(7), Florida Statutes, as amended from time to time, with a minimum of sixty-five percent (65%) of the gross square footage used for residential purposes, at least forty percent (40%) of residential units are affordable rental units, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, and with the remaining of the gross square footage dedicated to non-residential uses, as permitted in the applicable zoning district.

Unified control means all land included for the purpose of development shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the City Attorney. Upon application, the applicant shall agree as follows:

(a) To proceed with the QMDA according to the provisions of this section and the affordability requirements as established by State law and covenant;

(b) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and

(c) To bind their successors in title to any commitments made under the above for the affordability period and as long as the development remains a QMDA. All agreements and evidence of unified control shall

be reviewed by the City Attorney and no site plan for a QMDA shall be approved without verification by the City Attorney that such agreements and evidence of unified control meet the requirements of this Section.

(C) **Applicability; Zoning Districts permitting QMDA; Conflicts.**

(1) QMDA shall be permitted, and the regulations set forth in this Section shall be applicable to QMDA, only in the following zoning districts of the City:
(a) I-1 (Light Industrial
(b) I-2 (Industrial)
(c) MU-N (Mixed-Use Neighborhood)
(d) MU-C (Mixed-Use Corridor)
(e) MU-G (Mixed-Use General)
(f) NC (Neighborhood Commercial)

(2) In the event of a conflict between the regulations set forth herein and those set forth in the commercial, industrial, or mixed-use zoning district in which a QMDA is proposed to be located, the regulations set forth in this Section shall control to the extent of such conflict.

(D) **Site Plan Requirements; Application and Fees; Administrative Review Process; Appeals.**

(1) For each proposed QMDA, a Pre-Application Staff Conference is required in accordance with the procedures set forth in Section 10-5.3(B)(1), (3), and (4), including all information required.

(2) For each proposed QMDA, a Pre-Application Neighborhood meeting is required in accordance with the procedures set forth in Section 10-5.3(C). The notification radius for this meeting shall be extended by an additional 100 feet, covering a total radius of 500 feet for residential properties, to ensure broader community engagement and input.

(3) The fee for administrative review of the application shall equal the fee for a Site Plan Approval (Major) and include the estimated costs for review by outside consultants as specified in the Community Development Fees Schedule of the City of Tamarac under "Cost Recovery & Miscellaneous." The Director may impose additional application fees to recover the City's actual costs incurred during the review process, pursuant to Section 10-5.3(D)(3)(b). Additionally, the applicant shall be responsible for applicable Impact Fees to mitigate the impact of the QMDA on public facilities and infrastructure. The applicant may also be required to provide community benefits, such as public open space enhancements or contributions to

local community initiatives, as determined by the Director in accordance with applicable City policies or guidelines.

(4) Application Submittal, Revisions, and Withdrawals shall be conducted pursuant to the provisions of Section 10-5.3(D)(1), (2), (5), (6), and (7).

(5) Administrative Review of the site plan application shall be conducted pursuant to the provisions of Section 10-5.3(E)(1), (2), and (4).

(6) Affordable Housing Plan: including dwelling unit mix, number of bedrooms and unit sizes, income levels to which each unit will be made affordable, methods used to advertise affordable units, annual certification form, and any additional information requested by the Director.

(7) Affidavit of Commitment. The applicant must file an Affidavit of Commitment in a form provided by the City, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the City). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from certificate of occupancy and may only be released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The City will provide the form covenant and monitoring and compliance forms upon submittal of the application. Annual certification shall be submitted to the Community Development Department.

(8) Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access, as applicable.

(9) A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparable site is so obviously close to render this unnecessary) with a brief analysis of the comparable site.

(10) A brief analysis of the comparable site for the proposed density determination.

(11) Clearly Visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.

(12) A table, or tables, on the site plan legend or data sheet, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.

(13) As required by the Director, QMDA located in Industrial zoning districts shall submit a study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present

potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

(14) Analysis of water and wastewater demand associated with the QMDA demonstrating demand is within existing availability.

(15) A traffic analysis demonstrating the ability to achieve an internal trip capture concurrent with the buildout of the project.

(16) A parking study is required if the QMDA requests up to a twenty percent (20%) reduction in total parking requirements, as provided in Section 10-5.4(H)(3)(c). This reduction applies to QMDAs within one-half mile (0.5 miles) of a major transportation hub, provided on-street or off-street parking is available within 600 feet for residents.

(17) The Director's decision on an application for a QMDA shall be final. Either the applicant, or an aggrieved party, as defined in Section 10-5.3(J)(b), who disagrees with the final decision of the Director, may file an appeal to the Planning Board in accordance with Section 10-5.4(R). Provided, however, the appellant needs only file a timely notification of appeal and such appeal shall be heard at the next Planning Board meeting that is at least two weeks after the filing of the appeal.

(E) **Land Development Regulations for QMDA.**

(1) Unified lot. All land included for the purposes of a QMDA, including all residential and non-residential components, shall be under unified control.

(2) Required residential use

(a) A minimum of Sixty-five percent (65%) of the total square footage of a QMDA shall be used for residential purposes.

(b) Equivalency of affordable dwelling units.

1. Affordable dwelling units and market rate units within a QMDA shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every qualifying development structure contains both affordable and market rate units in equal proportions; in no event shall a qualifying development structure consist entirely of market rate units.
2. All common areas and amenities within a QMDA shall be accessible and available to all residents (both affordable and market rate units).
3. Access to the required affordable dwelling units in a QMDA shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

4. Unit mix (bedroom count and size per unit): The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types and each structure within the qualifying development). When measurements determining the unit mix of affordable units result in any decimal fraction less than 0.5, they shall be rounded down to the nearest whole number, and any decimal fraction of 0.5 or more shall be rounded up to the nearest whole number.
5. Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.
6. If the QMDA is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units and nonresidential uses. A certificate of occupancy for affordable units must be issued concurrently with or prior to the certificate of occupancy for market rate units of the development. In phased developments, affordable units may be constructed and occupied in proportion to the number of units in each phase of the residential development.
7. The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.
8. The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including, but not limited, to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

(c) Affordability Commitment

1. Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent (40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. Before the issuance of any Building Permit, the property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with this affordability requirement and providing enforcement rights for the City.
2. The property owner shall provide to the City, each year on January 15, an annual certification form certifying all affordable housing

units meet the affordability criteria set forth in Section 420.0004, Florida Statutes.

(3) Required non-residential use

(a) Thirty-five percent (35%) of the total square footage of the QMDA shall be devoted to principal non-residential uses that are not dedicated to, or exclusively accessible by, the on-site residential uses. Residential community amenities, or non-residential uses open only to residents of the QMDA are not considered non-residential uses.

(b) Non-residential uses shall be limited to those uses permitted in the zoning district and land use regulations applicable to the land on which the QMDA is located. Proposed uses requiring special exception shall be subject to City Commission approval and the applicable regulations and limitations for the use.

(4) Allocation of shared space square footage

(a) Lobby, service areas, and amenity areas exclusively serving the residential uses of a QMDA shall be considered residential square footage.

(b) Common ground floor lobby, service areas, parking, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(5) Site Design

(a) A QMDA must locate all non-residential uses on the same (or unified) plot.

(b) A QMDA located on land zoned industrial must locate all non-residential uses in a structure separate from any residential uses. Structures used for more intense industrial purposes, as determined solely by the City, need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.

(c) A QMDA located on land zoned Industrial shall submit a study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

(6) Additional development standards

(a) The following standards are applicable to all QMDA regardless of the zoning district they are located in:

1. Maximum density and height
   a. With respect to the residential component of a QMDA, the maximum density shall be the highest allowed density on any land in the City where residential development is allowed by right, without incorporation of any bonus density and/or flex and reserve units. The maximum permitted density in the City is fifty (50) dwelling units per acre.
   b. The maximum height shall be the highest currently allowed for a commercial or residential development within the City and within one (1) mile of the QDMA, or three (3) stories, whichever is higher. For QDMA adjacent on two sides or more to a single-family zone with 25 or more contiguous single-family homes, height is limited to 150 percent (150%) of the tallest adjacent building or three (3) stories, whichever is greater, as provided in the Act.
2. A QMDA shall adhere to existing land use regulations pertaining to minimum dwelling unit sizes of multi-family developments, as specified in Table 10-2.2, and to minimum lot standards, setbacks, and building standards for mixed-use developments, as specified in Table 10-2.3 of the Land Development Code of the City of Tamarac.
3. A QMDA shall adhere to all other applicable Land Development Code development standards unless specifically regulated in this Section.

(b) Architectural requirements.
1. Architectural requirements of the QMDA shall conform to Section 10-4.7 "Mixed-Use and Nonresidential Site and Building Design" of the Land Development Code of the City of Tamarac. All QMDA proposed under this Section shall be cohesive and architecturally compatible with guidelines as determined by staff.
2. Overhead garage or loading doors shall not face a street side.
3. Electrical equipment shall be effectively screened from view from public areas, streets, adjoining properties, and residential uses.
4. Mechanical equipment is not permitted on any street side and shall be effectively screened from view from public areas, adjoining properties, and residential uses.

(c) Buffer and landscaping requirements. A QMDA shall conform to Section 10-4.4 "Landscaping and Tree Preservation" and the landscaping and buffering requirements for the Zoning District in which it is to be located.

(d) Parking.
1. Parking requirements. A QMDA shall conform to Section 10-4.2 "Transportation and Connectivity" of the Land Development Code

of the City of Tamarac and the driveways and access requirements per 10-4.2(B)(4)(a) and (d)

2. A QMDA located within a designated Transit-Oriented Development (TOD) is exempt from parking requirements. Additionally, a QMDA within one-half (1/2) mile of a major transit stop, as determined by the City, may reduce total parking requirements by at least twenty percent (20%), subject to evaluation based on site conditions.

(7) Regulatory Compliance

(a) In addition to the provisions set forth herein, QMDA shall comply with all other land development regulations applicable to mixed-use developments in which the density is proposed.

(b) All aspects of the QMDA shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.

(c) Compliance with applicable laws and regulations. In addition to the provisions set forth herein, qualifying developments shall comply with all other applicable state and local laws and regulations.

(8) Expiration or loss of qualifying development status

(a) Penalties. Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars ($250.00) per day per unit per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any body or board, including, but not limited to the Code Enforcement Special Magistrate.

(b) Loss for failure to meet affordability requirements. An approved qualifying development project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this Section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

(c) Expiration of covenant. A qualifying development, for which a covenant guaranteeing affordable housing has expired, shall be considered:

1. A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.
2. A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not

maintained as affordable, subject to Section 10-1.9 of the Land Development Code, "Nonconformities".

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 8th day of JANUARY, 2025.

PASSED, SECOND READING this 22nd day of JANUARY, 2025.

Michelle J. Gomez
MICHELLE J. GOMEZ
MAYOR

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

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

ATTEST:

Kimberly Dillon
KIMBERLY DILLON, CMC
CITY CLERK

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

HANS OTTINOT
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this 22nd day of January 2025.

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Fariel Khan

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2612

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

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

RECOMMENDATION: The Director of Financial Services recommends that TO #2612 adopting the Second (2nd) Budget Amendment to the FY 2025 Operating and Capital Budget, which amends the FY 2025 Annual Budget, in the amount of $5,299,266 from $240,336,224 to $245,635,490 be placed on the October 22, 2025 agenda for first reading and November 12, 2025 for second reading and adoption.

BACKGROUND:

Below is a summary of the recommended adjustments to the Fiscal Year 2025 Budget.

FUND TYPE	Amended Budget Ord. 2025-014	Change	Amendment #2 TO #2612
General Fund	$ 102,144,557	$ 3,612,709	$ 105,757,266

Special Revenue Funds	43,012,931	929,554	43,942,485
Debt Service Funds	2,561,249	-	2,561,249
Capital Project Funds	25,577,502	324,426	25,901,928
Enterprise Funds	54,774,217	397,067	55,171,284
Internal Service Funds	12,265,768	35,510	12,301,278
Total	***$ 240,336,224***	***$ 5,299,266***	***$ 245,635,490***

Amendments to the Budget generally reflect:

- Actions approved by the City Commission since the budget was adopted but not included in the original budget due to their unknown nature at the time.
- Allocation of encumbrances (i.e. purchases approved in one fiscal year and being paid in the following fiscal year)
- Transfer of funds from a Non-Departmental account to other departments in the General Fund.
- Items that have been evaluated for recommended inclusion in the current year budget due to updated information.
- Additional capital improvements that have been identified and recommended to be started in the current year due to timing, pricing, etc.

Items previously approved by the City Commission are as follows:

- R-2024-089 approved 9/12/2024 approving a contract for sale and purchase between the City of Tamarac and CP Realty LLC and CP Realty II, LLC, to acquire the contiguous real properties located at 3650 W Commercial Boulevard and 3660 NW 50th Street, Tamarac, Florida for a purchase price of $2,700,000. This Budget Amendment increases land acquisition

and appropriation from fund balance $2,668,860 in the General Fund.

- R-2025-062 approved 5/14/2025 approving the purchase of 10 replacement vehicles for the Public Services Department totaling $620,412, and 1 replacement Minivan for the Parks and Recreation Department for a price of $75,109; authorizing an expenditure in an amount not to exceed $371,095 and approving the use of an additional appropriation in an amount of $324,426, for a total cost of $695,521. This Budget Amendment increases inter-fund transfers out $324,426, increases appropriation from fund balance $178,149 and decreases contingency $146,277 in the General Fund; and increases inter-fund transfers in and capital outlay – motor vehicles $324,426 in the Capital Equipment Fund.

- R-2025-082 approved 7/9/2025 approving a contract for sale and purchase between the City of Tamarac and Eglise Chretienne Des Ambassadeurs De Jesus Christ, inc. for the property located at 4969 N. State Road 7, Tamarac, Florida for a purchase price of $1,830,000 (to date 2 contract deposits of $50,000 each have been paid in FY 2025 totaling $100,000). This Budget Amendment increases land acquisition and appropriation from fund balance $100,000 in the General Fund.

Additional adjustments are recommended:

General Fund adjustment to the budget includes the following:

- Public Services - appropriate funding needed in connection with two Emergency Purchase Orders: (1) replacement of the Tamarac Community Center generator at a cost of $230,174 and (2) City Hall elevator repairs at a cost of $128,224. The capital line item for these expenses has $50,862 available to apply against these costs. This Budget Amendment

increases capital outlay – equipment $5,000 or greater and decreases contingency $307,536 in the General Fund.

- City Attorney - increase funding for legal services - general counsel charged and expended in FY 2025 that exceeded the City Attorney adopted budget. This Budget Amendment increases City Attorney operating expenditures – professional services / legal services – general counsel and decreases contingency $60,000 in the General Fund.

- Non-Departmental - appropriate funding needed in connection with Business Micro Grants awarded and paid in FY 2025. This Budget Amendment increases economic development grants and aid and appropriation from fund balance $103,663 in the General Fund.

- Non-Departmental - Increase funding for Police Insurance Premium Tax charged and expended in FY 2025 that exceeded adopted budget amount. This Budget Amendment increases retirement contributions / police insurance premium tax and appropriation from fund balance $562,037 in the General Fund.

Community Development Block Grant (CDBG) Fund adjustment to the budget includes the following:

- Re-appropriate prior year funding to balance fund for expenses incurred in FY 2025. This Budget Amendment increases intergovernmental revenues and residential rehabilitation $354,336 in the Community Development Block Grant (CDBG) Fund.

State Housing Initiative Program (SHIP) Fund adjustment to the budget includes the following:

- Re-appropriate prior year funding to balance fund for expenses incurred in FY 2025. This Budget Amendment increases intergovernmental revenues and other uses – LHATF/Loans – home repair $569,554 in the SHIP Fund

Neighborhood Stabilization Program (NSP3) Fund adjustment to the budget includes the following:

- Appropriate funding to balance fund for revenue realized and expenses incurred in FY 2025. This Budget Amendment increases interest income and regular salaries and wages $5,664 in the NSP3 Fund

Health Insurance Fund adjustment to the budget includes the following:

- Appropriate net assets to balance fund for expenses incurred in FY 2025. This Budget Amendment increases appropriation from net assets and operating expenditures – claims – health insurance $35,510 in the Health Insurance Fund.

Colony West Golf Course Fund adjustment to the budget includes the following:

Appropriate funding to balance fund for some unplanned expenses incurred in FY 2025, including increased operating expenses, new second floor carpeting and replacement of the 16th.tee Ficus Elastica tree. This Budget Amendment increases appropriation from fund balance and contingencies $397,067 in the Colony West Golf Course Fund.

Personnel adjustments to the budget include the following:

- Human Resources Department - Reclassification of the Benefits Manager position to Benefits and Risk Manager. There is no budgetary impact in FY 2025

- Parks and Recreation Department – Transitioning of three (3) Fast Trac Recreation Leader II - Seasonal positions to Recreation Assistant - Part Time positions. There is no budgetary impact in FY 2025.

Updates to the City's Classification and Pay Plan:

- City Commission - Position title change from Commission Aide - Temporary to Community Aide - Temporary. There is no budgetary impact in FY 2025.

- City Clerk - Pay grade adjustment to City Clerk position from 11E to 12E. There is no budgetary impact in FY 2025.

The attachments to the budget amendment provide detailed information for all adjustments included in the amendment. Specifically, Attachment A provides the information regarding increases and decreases as well as the amended budget amount with a reference to Attachment B that provides the detail associated with each adjustment. A presentation will be made supporting the recommended adjustments.

ISSUE:

On May 28, 2025, the City Commission adopted Ordinance 2025-014 which amended the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2025. Pursuant to Section 166.241(8), a municipality may amend its budget at any time during the year or within 60 days following the end of the fiscal year. In addition, if any fund is increased or decreased then the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality. The original budget was adopted via ordinance and the City of

Tamarac's charter is silent on the matter.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

CM-Budget Amendment TO2612.docx
TO2612 2nd Budget Amendment w Attachments.pdf
TO 2612 Business Impanct Estimate.docx
BA No 2 Presentation Final.pptx

City of Tamarac
Interoffice Memorandum
Financial Services Department

To: **Levent Sucuoglu**
City Manager

From: **Christine A. Josephs Cajuste**
Director of Financial Services

Date: **October 15, 2025**

Re: **TO #2612 Adopting the Second (2nd) Budget Amendment to the FY 2025 Operating & Capital Budget**

Recommendation:
The Director of Financial Services recommends that TO #2612 adopting the Second (2nd) Budget Amendment to the FY 2025 Operating and Capital Budget, which amends the FY 2025 Annual Budget, in the amount of $5,299,266 from $240,336,224 to $245,635,490 be placed on the October 22, 2025 agenda for first reading and November 12, 2025 for second reading and adoption.

Issue:
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The attachments to the budget amendment provide detailed information for all adjustments included in the amendment. Specifically, Attachment A provides the information regarding increases and decreases as well as the amended budget amount with a reference to Attachment B that provides the detail associated with each adjustment. A presentation will be made supporting the recommended adjustments.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING THE SECOND (2ND) BUDGET AMENDMENT TO THE CITY OF TAMARAC OPERATING BUDGET, REVENUES AND EXPENDITURES, THE CAPITAL BUDGET, AND THE FINANCIAL POLICIES FOR THE FISCAL YEAR 2025, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF $5,299,266 AS DETAILED IN ATTACHMENT "A" ATTACHED HERETO AND SUMMARIZED IN ATTACHMENT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING THAT THE 2ND AMENDMENT IS BEING ADOPTED IN THE SAME MANNER AS THE ORIGINAL BUDGET AND SERVES AS THE NEW ADOPTED BUDGET: PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, pursuant to Section 200.065, Florida Statutes adopted its Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal Year 2025 by approving Ordinance 2024-019 on September 25, 2024; and

WHEREAS, the City of Tamarac, pursuant to Section 166.241(8), Florida Statutes amended its Operating Budget, Revenues and Expenditures and the Capital Budget for Fiscal year 2025 by adopting Ordinance 2025-014 on May 28, 2025; and

WHEREAS, the City Commission desires to amend its Operating Budget, Revenues and Expenditures and Capital Budget pursuant to Section 166.241(8).; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the 2nd Budget Amendment; and

WHEREAS, the Director of the Financial Services Department recommends amending the Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2025; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the business owners, residents, and visitors of the City of Tamarac to amend the Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2025

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

SECTION 1: The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2025, is amended as

detailed in Attachment “A” and summarized in Attachment "B," both of which are attached hereto and incorporated herein.

SECTION 3: All Ordinances or parts of Ordinances, and Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: This Ordinance shall become effective immediately upon its passage and adoption.

PASSED, FIRST READING this 22nd day of October 2025.

PASSED, SECOND READING this 12th day of November, 2025.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

132691000.1

RECORD OF COMMISSION VOTE: 1st Reading

MAYOR GOMEZ	_____
DIST 1: 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.

132691000.1

CITY OF TAMARAC, FLORIDA
FY 2025 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2612

FUND	AMENDED BUDGET ORDINANCE O-2025-014	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #2	BA #1 NET CHANGE
General Fund						
Revenues						
Taxes	$ 52,893,865				$ 52,893,865	$ -
Permits, Fees & Special Assessments	4,973,838				4,973,838	-
Intergovernmental Revenue	11,685,998				11,685,998	-
Charges for Services	1,358,425				1,358,425	-
Judgment, Fines & Forfeits	541,310				541,310	-
Miscellaneous Revenues	2,743,158				-	
					2,743,158	-
Other Sources	8,155,733				8,155,733	-
Appropriation from Fund Balance	19,792,230	2,668,860	A			
		100,000	C			
		103,663	#3			
		562,037	#4			
		178,149	B		23,404,939	3,612,709
Total General Fund Revenue	**$ 102,144,557**	**$ 3,612,709**		**$ -**	**$ 105,757,266**	**$ 3,612,709**
Expenditures						
City Commission	$ 2,897,205				$ -	
					$ 2,897,205	$ -
City Manager	3,376,793				3,376,793	-
City Attorney	740,400	60,000	#2		800,400	60,000
City Clerk	829,370				829,370	-
Finance	4,189,463				4,189,463	-
Human Resources	2,041,762				2,041,762	-
Community Development	3,255,673				3,255,673	-
Police	23,160,497				23,160,497	-
Public Services	13,093,563	307,536	#1		13,401,099	307,536
Parks & Recreation	7,572,061				7,572,061	-
Information Technology	5,091,588					
					5,091,588	-
Non-Departmental	35,382,369	2,668,860	A			
		100,000	C			
		103,663	#3			
		562,037	#4			
		324,426	B		39,141,355	3,758,986
Contingency	513,813		#1	307,536		
			#2	60,000		
			B	146,277	-	(513,813)
Total General Fund Expenditures	**$ 102,144,557**	**$ 4,126,522**		**$ 513,813**	**$ 105,757,266**	**$ 3,612,709**
Red Light Cameras						
Revenues						
Judgments, Fines & Forfeits	$ -				$ -	$ -
Miccellaneous Revenues	-				-	-
Appropriation from Fund Balance	-				-	-
Total Red Light Cameras Revenue	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	-				-	-
Other Uses	-				-	
Total Red Light Cameras Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2025 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2612

FUND	AMENDED BUDGET ORDINANCE O-2025-014	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #2	BA #1 NET CHANGE
Fire Rescue Fund						
Revenues						
Permits, Fees & Special Assessments	$ 16,241,890				$ 16,241,890	$ -
Intergovernmental Revenue	517,109				517,109	-
Charges for Services	2,754,685				2,754,685	-
Miscellaneous Revenues	57,972				57,972	-
Interfund Transfers	6,990,953				6,990,953	-
Appropriation from Fund Balance	8,002,922				8,002,922	-
Total Fire Rescue Fund Revenue	**$ 34,565,531**	**$ -**		**$ -**	**$ 34,565,531**	**$ -**
Expenditures						
Personal Services	$ 26,670,215				$ 26,670,215	$ -
Operating Expenditures	2,827,752				2,827,752	-
Capital Outlay	592,500				592,500	-
Debt Service	-				-	-
Other Uses	4,273,564				4,273,564	-
Contingency	181,500				181,500	-
Reserves	20,000				20,000	-
Total Fire Rescue Fund Expenditures	**$ 34,565,531**	**$ -**		**$ -**	**$ 34,565,531**	**$ -**
Law Enforcement Trust Fund						
Revenues						
Appropriation from Fund Balance	$ 235,277				235,277	$ -
Total Law Enforcement Trust Fund Revenue	**$ 235,277**	**$ -**		**$ -**	**$ 235,277**	**$ -**
Expenditures						
Capital Outlay	$ 235,277				235,277	$ -
Total Law Enforcement Trust Fund Expenditures	**$ 235,277**	**$ -**		**$ -**	**$ 235,277**	**$ -**
Streetscape Improvement Trust						
Revenues						
Appropriated Fund Balance	$ -				$ -	$ -
Total Parks & Rec Revenue	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total Parks & Rec Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Public Art Fund						
Revenues						
Charges for Services	$ 250,000				$ 250,000	$ -
Intergovernmental Revenue	-				$ -	$ -
Miscellaneous Revenues	6,000				6,000	-
Appropriation from Fund Balance	469,500				469,500	-
Total Public Art Fund Revenues	**$ 725,500**	**$ -**			**$ 725,500**	**$ -**
Expenditures						
Operating Expenditures	$ 100,000				$ 100,000	$ -
Capital Outlay	325,500				325,500	-
Contingency	300,000				300,000	-
Total Public Art Fund Expenditures	**$ 725,500**	**$ -**			**$ 725,500**	**$ -**
Sales Tax Surtax Fund						
Revenues						
Intergovernmental Revenue	$ -				$ -	$ -
Total Sale Tax Surtax Fund Revenue	**$ -**	**$ -**			**$ -**	**$ -**
Expenditures						
Capital Outlay	$ -				$ -	$ -
Total Sales Tax Surtax Fund Expenditures	**$ -**	**$ -**			**$ -**	**$ -**
Local Option Gas Tax 3-Cents Fund						
Revenues						
Taxes	$ 359,622				$ 359,622	$ -
Miscellaneous Revenues	3,152				3,152	-
Appropriation from Fund Balance	1,252,884				1,252,884	-
Total Local Option Gas Tax Revenue	**$ 1,615,658**	**$ -**		**$ -**	**$ 1,615,658**	**$ -**
Expenditures						
Operating Expenditures	$ -				$ -	$ -
Other Uses	-				-	-
Reserves	1,615,658				1,615,658	-
Total Local Option Gas Tax Expenditures	**$ 1,615,658**	**$ -**		**$ -**	**$ 1,615,658**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2025 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2612

FUND	AMENDED BUDGET ORDINANCE O-2025-014	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #2	BA #1 NET CHANGE
Building Fund						
Revenues						
Permits, Fees & Special Assessments	$ 2,865,375				$ 2,865,375	$ -
Charges for Services	20,000				20,000	-
Judgments, Fines & Forfeits	200,000				200,000	-
Miscellaneous Revenues	35,000				35,000	-
Appropriation from Fund Balance	1,150,235				1,150,235	-
Total Building Fund Revenues	**$ 4,270,610**	**$ -**		**$ -**	**$ 4,270,610**	**$ -**
Expenditures						
Personal Services	$ 3,012,933				$ 3,012,933	$ -
Operating Expenses	339,118				339,118	-
Capital Outlay	-				-	
Other Uses	918,559				918,559	-
Reserves	-				-	-
Total Building Fund Expenditures	**$ 4,270,610**	**$ -**		**$ -**	**$ 4,270,610**	**$ -**
RCMP Grant Fund						
Revenues						
Intergovernmental Revenue	$ -				$ -	$ -
Total RCMP Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	-				-	-
Total RCMP Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Community Development Block Grant (CDBG) Fund						
Revenues						
Intergovernmental Revenue	$ 497,807	$ 354,336	#5		$ 852,143	$ 354,336
Total CDBG Revenues	**$ 497,807**	**$ 354,336**		**$ -**	**$ 852,143**	**$ 354,336**
Expenditures						
Personal Services	$ 120,016				$ 120,016	$ -
Operating Expenses	377,791	354,336	#5		732,127	354,336
Total CDBG Expenditures	**$ 497,807**	**$ 354,336**		**$ -**	**$ 852,143**	**$ 354,336**
State Housing Initiative Program (SHIP) Fund						
Revenues						
Intergovernmental Revenue	$ 553,423	$ 569,554	#6		$ 1,122,977	$ 569,554
Miscellaneous Revenues	-				-	-
Total SHIP Revenues	**$ 553,423**	**$ 569,554**		**$ -**	**$ 1,122,977**	**$ 569,554**
Expenditures						
Personal Services	$ 45,142				$ 45,142	$ -
Operating Expenses	508,281	$ 569,554	#6		1,077,835	569,554
Other Uses	-				-	-
Total SHIP Expenditures	**$ 553,423**	**$ 569,554**		**$ -**	**$ 1,122,977**	**$ 569,554**
Home (HUD) Fund						
Revenues						
Intergovernmental Revenue	$ 154,125				$ 154,125	$ -
Total Home (HUD) Revenues	**$ 154,125**	**$ -**		**$ -**	**$ 154,125**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	154,125				154,125	-
Total Home (HUD) Expenditures	**$ 154,125**	**$ -**		**$ -**	**$ 154,125**	**$ -**
CDBG Disaster Recovery Fund						
Revenues						
Intergovernmental Revenues	$ -				$ -	$ -
Total CDBG Disaster Recovery Fund Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total CDBG Disaster Recovery Fund Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Neighborhood Stab. Grant						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total Neighborhood Stab. Grant Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Personal Services	$ -				$ -	$ -
Operating Expenses	-				-	-
Total Neighborhood Stab. Grant Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2025 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2612

FUND	AMENDED BUDGET ORDINANCE O-2025-014	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #2	BA #1 NET CHANGE
American Rescue Plan Act Fund						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total American Rescue Plan Act Fund Revenue	**$ -**	**$ -**			**$ -**	**$ -**
Expenditures						
Operating Expenses	$ -				$ -	$ -
Grants and Aid	-				-	-
Total American Rescue Plan Act Fund Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Neighborhood Stab. Grant 3						
Revenues						
Miscellaneous Revenues	$ -	$ 5,664	#7		$ 5,664	$ 5,664
Total Neighborhood Stab. Grant 3 Revenues	**$ -**	**$ 5,664**		**$ -**	**$ 5,664**	**$ 5,664**
Expenditures						
Personal Services	$ -	$ 5,664	#7		$ 5,664	$ 5,664
Operating Expenses	-				$ -	-
Total Neighborhood Stab. Grant 3 Expenditures	**$ -**	**$ 5,664**		**$ -**	**$ 5,664**	**$ 5,664**
Affordable Housing Impact Fees						
Revenues						
Impact Fees	$ 75,000				$ 75,000	
Appropriation from Fund Balance	320,000				$ 320,000	$ -
Total Affordable Housing Impact Fees Revenues	**$ 395,000**	**$ -**		**$ -**	**$ 395,000**	**$ -**
Expenditures						
Personal Services	$ 30,000				$ 30,000	$ -
Other Uses	365,000				365,000	-
Total Affordable Housing Impact Fees Expenditures	**$ 395,000**	**$ -**		**$ -**	**$ 395,000**	**$ -**
Hurricane IRMA Disaster Recovery Fund						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total Hurricane IRMA Disaster Recovery Fund Revenue	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total Hurricane IRMA Disaster Recovery Fund Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
General Obligation (GO) Debt Service						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total GO Debt Service Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total GO Debt Service Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Revenue Bond Fund						
Revenues						
Miscellaneous Revenues	$ 10,050				$ 10,050	$ -
Interfund Transfers	2,551,199				2,551,199	-
Appropriation from Fund Balance	-				-	-
Total Revenue Bond Fund Revenues	**$ 2,561,249**	**$ -**		**$ -**	**$ 2,561,249**	**$ -**
Expenditures						
Debt Service	$ 2,561,249				$ 2,561,249	$ -
Other Uses	-				-	-
Total Revenue Bond Fund Expenditures	**$ 2,561,249**	**$ -**		**$ -**	**$ 2,561,249**	**$ -**
Capital Equipment Fund						
Revenues						
Interfund Transfers	$ 1,177,614	$ 324,426			$ 1,502,040	$ 324,426
Intergovernmental Revenues	-				-	
Miscellaneous Revenue	-				-	
Appropriation from Fund Balance	-				-	-
Total Capital Equipment Fund Revenues	**$ 1,177,614**	**$ 324,426**		**$ -**	**$ 1,502,040**	**$ 324,426**
Expenditures						
Capital Outlay	$ 1,177,614	324,426			$ 1,502,040	$ 324,426
Contingency	-				-	-
Total Capital Equipment Fund Expenditures	**$ 1,177,614**	**$ 324,426**		**$ -**	**$ 1,502,040**	**$ 324,426**

CITY OF TAMARAC, FLORIDA
FY 2025 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2612

FUND	AMENDED BUDGET ORDINANCE O-2025-014	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #2	BA #1 NET CHANGE
Capital Maintenance Fund						
Revenues						
Interfund Transfers	$ 480,000	$ -			$ 480,000	$ -
Approriation from Fund Balance	-				-	-
Total Capital Maintenance Fund Revenues	**$ 480,000**	**$ -**		**$ -**	**$ 480,000**	**$ -**
Expenditures						
Capital Outlay	$ 480,000				$ 480,000	$ -
Contingency	-				-	-
Total Capital Maintenance Fund Expenditures	**$ 480,000**	**$ -**		**$ -**	**$ 480,000**	**$ -**
Roadway & Median Improvement Fund						
Revenues						
Impact Fees	$ 250,000				$ 250,000	$ -
Interfund Transfers	6,302,236				6,302,236	-
Approriation from Fund Balance	-				-	-
Total Roadway & Median Improvement Fund Revenues	**$ 6,552,236**	**$ -**		**$ -**	**$ 6,552,236**	**$ -**
Expenditures						
Capital Outlay	$ 6,552,236				$ 6,552,236	$ -
Contingency	-				-	-
Total Roadway & Median Improvement Fund Expenditures	**$ 6,552,236**	**$ -**		**$ -**	**$ 6,552,236**	**$ -**
General Capital Improvements Fund						
Revenues						
Taxes	$ 900,000	$ -		$ -	$ 900,000	$ -
Intergovernmental Revenues	-				-	-
Interfund Transfers	9,629,925				9,629,925	-
Miscellaneous Revenues	-				-	-
Debt Proceeds	-				-	-
Appropriation from Fund Balance	-				-	-
Total Gen. Capital Improvements Revenues	**$ 10,529,925**	**$ -**		**$ -**	**$ 10,529,925**	**$ -**
Expenditures						
Capital Outlay	$ 10,514,925				$ 10,514,925	
Operating Expenses	15,000				15,000	-
Contingency	-				-	-
Total Gen. Capital Improvements Expenditures	**$ 10,529,925**	**$ -**		**$ -**	**$ 10,529,925**	**$ -**
Corridor Improvement Fund						
Revenues						
Intergovernmental Revenues	$ -				$ -	$ -
Miscellaneous Revenues	-				-	-
Interfund Transfers	4,368,989				4,368,989	-
Appropriation from Fund Balance	-				-	-
Total Corridor Improvement Fund Revenues	**$ 4,368,989**	**$ -**		**$ -**	**$ 4,368,989**	**$ -**
Expenditures						
Operating Expenditures	$ -				$ -	$ -
Capital Outlay	4,368,989				4,368,989	-
Reserves	-				-	-
Total Corridor Improvement Fund Expenditures	**$ 4,368,989**	**$ -**		**$ -**	**$ 4,368,989**	**$ -**
Public Service Facilities Fund						
Revenues						
Appropriation from Fund Balance	$ -				$ -	$ -
Total Public Service Facilities Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Other Uses	$ -				$ -	$ -
Total Public Service Facilities Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
CIP 05 Revenue Bond Fund						
Revenues						
Interfund Transfers	$ -				$ -	$ -
Debt Proceeds					-	-
Total CIP 05 Revenue Bond Fund Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenditures						
Capital Outlay	$ -				$ -	$ -
Total CIP 05 Revenue Bond Fund Expenditures	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2025 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2612

FUND	AMENDED BUDGET ORDINANCE O-2025-014	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #2	BA #1 NET CHANGE
Tamarac Village Fund						
Revenues						
Interfund Transfers	$ 2,468,738				$ 2,468,738	$ -
Appropriation from Fund Balance					$ -	$ -
Total Tamarac Village Fund Revenues	**$ 2,468,738**	**$ -**		**$ -**	**$ 2,468,738**	**$ -**
Expenditures						
Capital Outlay	$ -				$ -	$ -
Debt Service	2,468,738				2,468,738	-
Total Tamarac Village Fund Expenditures	**$ 2,468,738**	**$ -**		**$ -**	**$ 2,468,738**	**$ -**
Stormwater Management Fund						
Revenues						
Permits, Fees & Special Assessments	$ 7,771,194				$ 7,771,194	$ -
Miscellaneous Revenues	39,500				39,500	-
Interfund Transfers	452,672				452,672	-
Appropriation from Net Assets	752,782				752,782	-
Total Stormwater Management Revenues	**$ 9,016,148**	**$ -**		**$ -**	**$ 9,016,148**	**$ -**
Expenses						
Personal Services	$ 2,677,973				$ 2,677,973	$ -
Operating Expenses	3,551,259				3,551,259	-
Capital Outlay	307,875				307,875	-
Debt Service	-				-	-
Other Uses	2,479,041				2,479,041	-
Contingency	-				-	-
Reserves	-				-	-
Total Stormwater Management Expenditures	**$ 9,016,148**	**$ -**		**$ -**	**$ 9,016,148**	**$ -**
Stormwater Capital Project						
Revenues						
Interfund Transfers	$ 2,479,041				$ 2,479,041	$ -
Appropriation from Net Assets	-				-	-
Intergovernmental Revenues	-				-	-
Total Stormwater Capital Project Fund Revenues	**$ 2,479,041**	**$ -**		**$ -**	**$ 2,479,041**	**$ -**
Expenditures						
Operating Expenses	$ -				$ -	$ -
Capital Outlay	2,479,041				2,479,041	-
Total Stormwater Capital Project Fund Expenditures	**$ 2,479,041**	**$ -**		**$ -**	**$ 2,479,041**	**$ -**
Utilities Operating Fund						
Revenues						
Charges for Services	$ 32,952,789				$ 32,952,789	$ -
Miscellaneous Revenue	200,596				200,596	-
Appropriation from Net Assets	-				-	-
Total Utilities Operating Fund Revenues	**$ 33,153,385**	**$ -**		**$ -**	**$ 33,153,385**	**$ -**
Expenses						
Personal Services	$ 7,356,379				$ 7,356,379	$ -
Operating Expenses	19,757,787				19,757,787	-
Capital Outlay	1,046,070				1,046,070	-
Debt Service	1,373,060				1,373,060	-
Other Uses	767,781				767,781	-
Contingency	2,752,308				2,752,308	-
Reserves	100,000				100,000	-
Total Utilities Operating Fund Expenses	**$ 33,153,385**	**$ -**		**$ -**	**$ 33,153,385**	**$ -**
Utilities CAIC Fund						
Revenues						
Interfund Transfers	$ -				$ -	$ -
Miscellaneous Revenue	-				-	-
Appropriation from Net Assets	-				-	-
Total Utilities CAIC Fund Revenues	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**
Expenses						
Capital Outlay	$ -				$ -	$ -
Interfund Transfers	-				-	-
Total Utilities CAIC Fund Expenses	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**

CITY OF TAMARAC, FLORIDA
FY 2025 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE #2612

FUND	AMENDED BUDGET ORDINANCE O-2025-014	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #2	BA #1 NET CHANGE
Utilities Renewal and Replacement Fund						
Revenues						
Interfund Transfers	$ 744,614				$ 744,614	$ -
Miscellaneous Revenue	-				-	-
Intergovernmental Revenues	-				-	-
Appropriation from Net Assets	5,325,000				5,325,000	
Total Utilities Renewal and Replacement Fund Revenues	**$ 6,069,614**	**$ -**		**$ -**	**$ 6,069,614**	**$ -**
Expenses						
Operating Expenditures	$ -				$ -	$ -
Capital Outlay	6,069,614				6,069,614	-
Reserves	-				-	-
Total Utilities Renewal and Replacement Fund Expenses	**$ 6,069,614**	**$ -**		**$ -**	**$ 6,069,614**	**$ -**
Colony West Golf Course						
Revenues						
Charges for Services	$ 3,915,590				$ 3,915,590	$ -
Miscellaneous Revenues	34,019				34,019	-
Interfund Tranfers	-				-	-
Appropriation from Fund Balance	106,420	397,067	#9		503,487	397,067
Total Colony West Golf Course Fund Revenues	**$ 4,056,029**	**$ 397,067**		**$ -**	**$ 4,453,096**	**$ 397,067**
Expenses						
Operating Expenses	$ 3,322,743				$ 3,322,743	$ -
Capital Outlay	233,286				233,286	-
Other Uses	500,000				500,000	
Contingency	-	397,067	#9		397,067	397,067
Total Colony West Golf Course Fund Expenses	**$ 4,056,029**	**$ 397,067**		**$ -**	**$ 4,453,096**	**$ 397,067**
Health Insurance Fund						
Revenues						
Charges for Services	$ 7,840,611				$ 7,840,611	$ -
Miscellaneous Revenues	5,675				5,675	-
Appropriation from Net Assets	-	$ 35,510	#8		35,510	35,510
Total Health Insurance Fund Revenues	**$ 7,846,286**	**$ 35,510**		**$ -**	**$ 7,881,796**	**$ 35,510**
Expenses						
Operating Expenses	$ 7,463,941	$ 35,510	#8		$ 7,499,451	$ 35,510
Contingency	382,345				382,345	-
Reserves	-				-	-
Total Health Insurance Fund Expenses	**$ 7,846,286**	**$ 35,510**		**$ -**	**$ 7,881,796**	**$ 35,510**
Risk Management Fund						
Revenues						
Charges for Services	$ 1,797,730				$ 1,797,730	$ -
Miscellaneous Revenues	106,574				106,574	-
Appropriation from Net Assets	2,515,178				2,515,178	-
Total Risk Management Fund Revenues	**$ 4,419,482**	**$ -**		**$ -**	**$ 4,419,482**	**$ -**
Expenses						
Personal Services	$ 653,128				$ 653,128	$ -
Operating Expenses	3,516,354				3,516,354	-
Other Uses	-				-	-
Contingency	250,000				250,000	-
Total Risk Management Fund Expenses	**$ 4,419,482**	**$ -**		**$ -**	**$ 4,419,482**	**$ -**
Total FY25 Budget	**$ 240,336,224**	**$ 5,299,266**		**$ -**	**$ 245,635,490**	**$ 5,299,266**

FY 2025 BUDGET AMENDMENT #2			
BA#	**Item**	**Summary of Adjustments**	**Dollar Amount**
Items previously approved by the City Commission are as follows:			
	A	**R-2024-089 Approved 9/12/2024 approving a contract for sale and purchase between the City of Tamarac and CP Realty LLC and CP Realty II, LLC, to acquire the contiguous real properties located at 3650 W Commercial Boulevard and 3660 NW 50th Street, Tamarac, Florida for a purchase price of $2,700,000.**	
		Increase land acquisition	2,668,860
		Increase appropriation from fund balance	2,668,860
	B	**R-2025-062 Approved 5/14/2025 approving the purchase of 10 replacement vehicles for the Public Services Department totaling $620,412, and 1 replacement Minivan for the Parks and Recreation Department for a price of $75,109; authorizing an expenditure in an amount not to exceed $371,095 and approving the use of an additional appropriation in an amount of $324,426, for a total cost of $695,521.**	
		Increase inter-fund transfers out	324,426
		Increase appropriation from fund balance	178,149
		Decrease General Fund contingency	(146,277)
		Increase inter-fund transfers in	324,426
		Increase capital outlay - motor vehicles	324,426
	C	**R-2025-082 Approved 7/9/2025 approving a contract for sale and purchase between the City of Tamarac and Eglise Chretienne Des Ambassadeurs De Jesus Christ, inc. for the property located at 4969 N. State Road 7, Tamarac, Florida for a purchase price of $1,830,000 (to date 2 contract deposits of $50,000 each have been paid).**	
		Increase land acquisition	100,000
		Increase appropriation from fund balance	100,000
Additional adjustments are recommended:			
	#1	**General Fund - Public Services**	
		Appropriate funding needed in connection with two Emergency Purchase Orders. (1) replacement of the Tamarac Community Center generator (2) City Hall elevator repairs	
		Increase capital outlay - equipment $5,000 or greater	307,536
		Decrease General Fund contingency	(307,536)
	#2	**General Fund - City Attorney**	
		Increase funding for legal services - general counsel charged and expended in FY 2025 that exceeded City Attorney adopted budget.	
		Increase City Attorney operating expenditures - professional services / legal services - general counsel	60,000
		Decrease General Fund Contingency	(60,000)
	#3	**General Fund - Non - Departmental**	
		Appropriate funding needed in connection with Business Micro Grants awarded and paid in FY 2025.	
		Increase economic development grants and aid	103,663
		Increase appropriation from fund balance	103,663
	#4	**General Fund - Non - Departmental**	
		Increase funding for Police Insurance Premium Tax charged and expended in FY 2025 that exceeded adopted budget amount.	
		Increase retirement contributions / police ins premium tax	562,037
		Increase appropriation from fund balance	562,037
	#5	**Community Development Block Grant (CDBG) Fund**	
		Re-appropriate prior year funding to balance fund for expenses incurred in FY 2025.	
		Increase intergovernmental revenues	354,336
		Increase residential rehabilitation	354,336
	#6	**State Housing Initiative Program (SHIP) Fund**	
		Re-appropriate prior year funding to balance fund for expenses incurred in FY 2025.	
		Increase intergovernmental revenues	569,554
		Increase LHATF/Loans - home repair	569,554

FY 2025 BUDGET AMENDMENT #2			
BA#	**Item**	**Summary of Adjustments**	**Dollar Amount**
	#7	**Neighborhood Stabilization Program (NSP3) Fund**	
		Appropriate funding to balance fund for revenue realized and expenses incurred in FY 2025.	
		Increase interest income	5,664
		Increase regular salaries and wages	5,664
	#8	**Health Insurance Fund**	
		Balance fund for expenses incurred in FY 2025.	
		Increase operating expenses - claims health insurance	35,510
		Increase appropriated net assets	35,510
	#9	**Colony West Golf Course Fund**	
		Balance fund for expenses incurred in FY 2025.	
		Increase contingencies	397,067
		Increase appropriation from fund balance	397,067
		Total Budget Changes	**$ 5,299,266**
		Total Ordinance	**$ 5,299,266**
		Difference	**$ -**

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This form should be included as an Exhibit to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference:

TO #2612 FY 2025 2nd Budget Amendment

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☒ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The ordinance is enacted to implement the following:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

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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 City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

CITY COMMISSION MEETING/OTHER



FY 2025 Budget Amendment #2 Temporary Ordinance #2612

First Reading October 22, 2025

Public Hearing November 12, 2025

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Purpose of Ordinance

- Governed by Florida Statute 166.241(8) – may be amended any time within the fiscal year or within up to 60 days following the end of the fiscal year.
  - the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality.
- To increase or decrease a budgeted fund, to transfer allocated resources between funds, or between departments in the General fund.

Summary and Overview

- Increase of $5,299,266 amending the budget from $240,336,224 to $,245,635,490 or a 2.20% increase
  - Previously approved items by resolution during FY 2024 and FY 2025 - $3,271,435 or 61.73% of the amendment
  - Miscellaneous / financial housekeeping items - $2,027,831 or 38.27% of the amendment

Summary and Overview

FUND TYPE	Amended Budget Ord. 2025-014	Change	Amendment #2 TO #2612
General Fund	$ 102,144,557	$ 3,612,709	$ 105,757,266
Special Revenue Funds	43,012,931	929,554	43,942,485
Debt Service Funds	2,561,249	-	2,561,249
Capital Project Funds	25,577,502	324,426	25,901,928
Enterprise Funds	54,774,217	397,067	55,171,284
Internal Service Funds	12,265,768	35,510	12,301,278
Total	***$ 240,336,224***	***$ 5,299,266***	***$ 245,635,490***

Summary and Overview

FY 2025 2nd Budget Amendment Items			
Items Resulting from Commission Action in FY 2024 and FY 2025	**Item Amount**	**Transfer Budget**	**Amendment**
R-2024-089 - Contract to purchase 3650 W. Commercial Blvd	$ 2,668,860	$ -	$ 2,668,860
R-2025-062 - Additional appropriation for vehicle purchases	$ 324,426	$ 178,149	$ 502,575
R-2025-082 - Contract to purchase 4969 N. State Road 7	$ 100,000		$ 100,000
Accounting / Financial Housekeeping Items			
Appropriate funding for 2 Emergency Purchase Orders	$ 307,536	$ -	$ -
Increase funding for City Attorney legal services	$ 60,000	$ -	$ -
Appropriate funding for Business Micro Grants awarded	$ 103,663	$ -	$ 103,663
Increase funding for retirement contributions / police ins.premium tax	$ 562,037	$ -	$ 562,037
Balancing of CDBG Fund for expenses incurred in FY 2025	$ 354,336	$ -	$ 354,336
Balancing of SHIP Fund for expenses incurred in FY 2025	$ 569,554	$ -	$ 569,554
Balancing of NSP3 Fund for expenses incurred in FY 2025	$ 5,664	$ -	$ 5,664
Balancing of Health Insurance Fund for expenses incurred in FY 2025	$ 35,510		$ 35,510
Balancing of Colony West Golf Course Fund for expenses over budget	$ 397,067		$ 397,067
Items being approved via FY 2025 2nd Budget Amendment			
None	$ -	$ -	$ -
Total	***$ 5,488,653***	***$ 178,149***	***$ 5,299,266***

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Personnel Adjustments

- Human Resources Department - Reclassification of Benefits Manager position to Benefits and Risk Manager

  No budgetary impact

- Parks and Recreation Department - Transitioning of three (3) Fast Trac Recreation Leader II - Seasonal positions to Recreation Assistant - Part Time positions

  No budgetary impact

Personnel Adjustments

- City Commission -Position title change from Commission Aide - Temporary to Community Aide - Temporary
  No budgetary impact

- City Clerk - Pay grade adjustment to City Clerk position from 11E to 12E
  No budgetary impact



THANK YOU!

QUESTIONS

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CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2611

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

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

ATTACHMENTS:
1 - Memo - Development Impact Fees.docx
TO2611_-_Development_Impact_Fee_Ordinance w fee table orignal amended version.docx
Exhibit A - Impact Fee Study.pdf
BIE TO2611.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-09-003M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Suguoclo
City Manager

FROM: Maxine A. Calloway, Esq., AICP
Director of Community Development

DATE: September 23, 2025

RE: TO # 2611: Ordinance Adopting the City of Tamarac Impact Fee Study, Amending Section 10-5.7 of the City's Land Development Code Entitled "New Development Impact Fees" to allow for a 25% Rate Increase on the Assessment, and Collection of Impact Fees for Governmental, Parks and Recreational, and Multi-Modal Transportation Facilities

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RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the adoption of the City of Tamarac Impact Fee Study and proposed Ordinance amending Section 10-5.7 entitled "New Development Impact Fees" of the City of Tamarac Code of Ordinances to allow for a 25% rate increase on the assessment and collection of Governmental, Parks and Recreational, and Multi-Modal Transportation "Impact Fees", on First Reading at its October 8, 2025 meeting and on Second Reading at its October 22, 2025 meeting

ISSUE: The assessment and collection of Development Impact Fees help to defray the cost associated with the provision of public infrastructure and services for new development. The City must adopt an updated Impact Fee Study and Ordinance to assess and collect impact fees for Governmental, Parks and Recreational, and Multi-Modal Transportation facilities per Florida State Statute.

BACKGROUND: In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction" § 163.31801(2), Fla. Stat. Under Florida law, impact fees must comply with the "dual rational nexus" test, which requires "a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in service units generated by new development. In the most recent amendments to the Florida Impact Fee Act, enacted by the passage of House Bill 479 (2024), municipalities are required to utilize the most recent localized data in calculation of a projected impact fee. Further, the Bill also requires that the data be no more than 4 years old at the time of the study and requires this provision prior to an update of a local municipality's fee schedule. Tamarac's last Development Impact Fee Study was conducted in 2019 and the fees were implemented briefly prior to the COVID-19 pandemic. The fees were paused after a declared state of emergency during the pandemic and then resumed in 2021 after the statutory required advertisement period.

House Bill 479 became effective on October 1, 2024 and to remain compliant with the latest amendments to the "Florida Impact Fee Act" the City has since paused the assessment and collection of impact fees for new development. The Bill requires municipalities who adopt categorical increases in their impact fee schedules to adopt the new fees within 12 months of the conclusion of the study and increases shall be capped at 50% without evidentiary findings of

extraordinary circumstances. Further, no more than one increase may occur in a 4-year period, excluding the required phasing of fees as stipulated by the statute. Additionally, fee increases may not be retroactively imposed and must be advertised for 90 days prior to becoming effective. It is also important to note that the City collected more than $1.7 million dollars in Development Impact Fees prior to the effective date of House Bill 479 with fees accumulating in the following categories and amounts as follows: Governmental Facilities ($976,444), Parks and Recreation ($504,280), and Multi-Modal Transportation ($228,981). These fees will help mitigate the cost of providing expanded public infrastructure and services in the City as the population and demand for public resources continue to grow in Tamarac.

Policy 2.2 of the City's Comprehensive Plan requires the City to maintain adopted Levels of Service (LOS) standards for public infrastructure concurrent with the impacts of new development and that the City ensures that adequate facilities and services are available prior to a development's approval. The City's Comprehensive Plan also further states that new development and redevelopment projects shall pay their proportionate fair share for public expenditures associated with the impacts of the development.

The City of Tamarac continues to experience significant population and development growth as indicated in the most recent census data. As a result, the City's capital expenditures have steadily increased year after year. With mounting costs resulting from inflation and a host of new demands for public infrastructure, it is imperative that the City continues to assess and collect development impact fees to help defray the cost of providing expanded public infrastructure, systems, and services. To that end, staff conducted preliminary research to develop a scope of work for an update to the City's Impact Fee Study and in turn, a request for proposals from firms with experience in developing impact fee studies was formally advertised as stipulated by the City's procurement guidelines. The City received responses from three (3) firms who responded to RFP#25-03R which closed on December 16, 2024. As a result, the City subsequently retained TischlerBise, Inc. to provide an updated study and development impact fee recommendations for Governmental, Parks and Recreation, and Multi-Modal Transportation facilities.

The City desires to move forward with the adoption of the Impact Fee Rate Study conducted by TischlerBise, Inc. and the implementation of minor fee increases to maintain the City's adopted Level of Service standards for Parks Recreational, Governmental, and Multi-Modal Transportation facilities. Staff have had an opportunity to review the City's projected growth patterns as indicated in the Study and examine fiscal demands for providing expanded public infrastructure and services. Based on findings in the study, Tamarac's existing capital improvement expenditures will imminently increase. The City does not currently collect impact fees for new development to remain compliant with the latest statutory requirements; however' it is anticipated that the City will reinstate the fees upon adoption of the study and ordinance and after conclusion of the required advertising period.

It is also important to note that the City will adopt the proposed impact fees to allow for a 25% rate increase of the previous rate schedule, and the increase of the proposed fees will be phased into two (2) equal increments over a 2-year period in accordance with statutory requirements. The City has existing provisions to allow for credits and waivers of the proposed impact fees which will also be updated as part of the proposed Ordinance for each impact fee component.

ANALYSIS: The following summarizes the proposed Legislative Ordinance (attached):

The City of Tamarac previously assessed Development Impact Fees for Governmental, Parks and Recreational, and Multi-Modal Transportation facilities prior to the adoption of House Bill 479 in 2024. Pursuant to the Bill, the City must utilize the most recent localized data to conduct an Impact Fee Study and publicly advertise the proposed Ordinance for 90 days prior to the assessment and collection of impact fees.

Based on the Development Impact Fee Study, the consultant's recommendation, and staff's analysis, Staff recommend the adoption of the City of Tamarac Impact Fee Study dated September 29, 2025. Additionally, staff supports the recommendation of adopting the proposed Impact Fee Schedule to allow for the assessment and collection of Impact Fees to allow for a 25% rate increase in fees assessed for Governmental, Parks and Recreational, and Multi-Modal Transportation facilities. The City recently adopted its 2040 Multi-Modal Connectivity Transportation Plan in 2024 and based on use case analyses has determined that reinstating the Multi-Modal Transportation Impact Fee to the Rate Schedule is appropriate. As such, the following tables indicate each fee amount based on "Development Type", the City's "Current Fees", the "Maximum Allowable Fees" justified by the study, the "Recommended Fees" shown in the green column representing a 25% increase above the current fee rate, and the equal phasing of the fee increases in Years 1 and 2 as required by Florida Statute.

Government Facilities Impact Fee

General Government					
Development Type	Current Fees	Maximum Allowable Fees	Recommended Fees	Year 1	Year 2
Residential (Per Unit)					
Single Family (<1,500 Square Feet)	$618	$1,810	$773	$695	$773
Single Family (1,500-2,499 Square Feet)	$688	$2,711	$860	$774	$860
Single Family (>2,500 Square Feet)	$773	$3,036	$966	$870	$966
Multi-Family	$458	$1,743	$573	$515	$573
Senior Housing (Detached)	$409	$1,792	$511	$460	$511
Senior Housing (Attached)	$287	$990	$359	$323	$359
Nonresidential (per 1,000 Square Feet)					
Commercial[1]	$618	$2,241	$773	$695	$773
Office & Other Services[2]	$364	$3,434	$455	$410	$455
Institutional[3]	$528	$3,199	$660	$594	$660
General Light Industrial	$205	$1,657	$256	$231	$256
Warehousing	$45	$357	$56	$51	$56

Parks and Recreational Facilities Impact Fee

Parks & Recreation					
Development Type	**Current Fees**	**Maximum Allowable Fees**	**Recommended Fees**	**Year 1**	**Year 2**
Residential (Per Unit)					
Single Family (<1,500 Square Feet)	$2,448	$6,356	$3,060	$2,754	$3,060
Single Family (1,500-2,499 Square Feet)	$2,721	$9,517	$3,401	$3,061	$3,401
Single Family (>2,500 Square Feet)	$3,052	$10,661	$3,815	$3,434	$3,815
Multi-Family	$1,902	$6,122	$2,378	$2,140	$2,378
Senior Housing (Detached)	$1,606	$6,293	$2,008	$1,807	$2,008
Senior Housing (Attached)	$1,127	$3,475	$1,409	$1,268	$1,409
Nonresidential (per 1,000 Square Feet)					
Commercial[1]	$0	$0	$0	$0	$0
Office & Other Services[2]	$0	$0	$0	$0	$0
Institutional[3]	$0	$0	$0	$0	$0
General Light Industrial	$0	$0	$0	$0	$0
Warehousing	$0	$0	$0	$0	$0

Multi-Modal Transportation Impact Fee

Multimodal Transportation					
Development Type	**Current Fees**	**Maximum Allowable Fees**	**Recommended Fees**	**Year 1**	**Year 2**
Residential (Per Unit)					
Single Family (<1,500 Square Feet)	$841	$814	$814	$814	$814
Single Family (1,500-2,499 Square Feet)	$940	$1,118	$1,118	$1,029	$1,118
Single Family (>2,500 Square Feet)	$1,069	$1,227	$1,227	$1,148	$1,227
Multi-Family[4]	$501	$821	$626	$564	$626
Senior Housing (Detached)	$344	$525	$430	$387	$430
Senior Housing (Attached)	$195	$395	$244	$219	$244
Nonresidential (per 1,000 Square Feet)					
Commercial[1]	$1,334	$2,480	$1,668	$1,501	$1,668
Office & Other Services[2]	$834	$1,101	$1,043	$938	$1,043
Institutional[3]	$1,006	$2,294	$1,258	$1,132	$1,258
General Light Industrial	$424	$342	$342	$342	$342
Warehousing	$148	$174	$174	$161	$174

The Ordinance not only proposes a 25% increase in impact fee rates, but it also provides for the following procedural mechanisms to ensure a fair and equitable assessment and collection of all fees:

- Definitions provision has been updated to provide for relevant definitions pertinent to the

administration and application of the Section.

- The Applicability Section provides for the type of development affected (new development) and for the type of developments exempted or not affected or subject to the payment of Development Impact Fees.
- Subsection (D) provides for the "Collection of impact fees; fair share agreements; when not paid by mistake or inadvertence; liens", which allows the fees to be assessed and the ability to create a payment plan through a fair share agreement process. The developer can elect to provide payment via a not to exceed 12 months payment plan by entering into a fair share agreement with the City. The provision also provides for the ability to collect payments not received by the City as well as placing liens on the property for non- payment of development impact fees.
- Subsection (E) provides for an "Individual assessment of impact fee" process which allows the developer to petition the City Manager for a determination of fees if the developer believes the fee assessed is inappropriate based on specific standards. The developer can calculate his/her fees using the same methodology used in the Study. This process is reviewed and may be accepted by the City Manager. Any appeal of the City Manager's final decision shall be made to the City Commission.
- Subsection (F) provides for a "Credit" process whereby the developer can apply for a credit against the impact fees imposed for any contribution, payment, construction, or dedication of land accepted and received by the City for public facilities. However, the Credit applied for cannot exceed the impact fee imposed by the Fee Schedule.
- Subsection (G) requires that the impact fees collected by the City are used solely for the purpose of acquisition, expansion and development of public facilities resulting from growth demand. It can also be used to repay monies transferred or borrowed from any budgetary fund of the City which were used to fund acquisition, expense and development of public facilities. Further, it can also be used to pay principal and interest of bonds or other indebtedness and to administer the program.
- Subsection (H) provides for a refund process for cancellation or non-construction of a project or if impact fees are not used for its purpose within seven (7) years. This subsection also provides for the procedural mechanism for the refund.
  Subsection (I) has been amended to provide for the updating of the City's Development Impact Fee Study to a frequency of every three (3) years to remain compliant with new statutory requirements requiring the use of the most recent localized data no more than 4 (years) old.
- Subsection (J) provides for the necessary "Appeals" process.
- Subsection (K) provides for the "Impact Fee Schedule" and outlines the various fees in a chart format. The Schedule includes the imposition of the fees allowing for a 25% increase of the previously adopted rates.

CONCLUSION: This item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Economically Resilient." By updating the City's Development Impact Fee Study and adopting the associated Ordinance, the City will have the opportunity to resume the collection of impact fees to help defray the cost of providing public infrastructure and services concurrently with its growing population.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the adoption of the City of Tamarac Impact Fee Study and proposed

Ordinance amending Section 10-5.7 entitled “New Development Impact Fees” of the City of Tamarac Code of Ordinances to allow for a 25% rate increase on the assessment and collection of Governmental, Parks and Recreational, and Multi-Modal Transportation “Impact Fees”, on First Reading at its October 8, 2025 meeting and on Second Reading at its October 22, 2025 meeting

FISCAL IMPACT: Per the executed agreement between the City and Tishcler-Bise, costs associated to facilitate the study will not exceed $99,400.00. Impact Fees play an integral role in funding capital improvements and expenditures resulting from new development and redeveloped properties. Future Impact Fee revenues collected by the City will be used to offset the cost of capital facility impacts created by newly developed and redeveloped properties. Per the City’s Development Impact Fee Study, it is estimated that each impact fee will generate the following revenues over the next 9 years; Government Facilities ($2,487,781), Parks and Recreational Facilities, ($8,646,560), and Multi-Modal Transportation ($3,309,505) the total ($14,443,846) to be used for expanding Tamarac’s existing public infrastructure and systems.

INTERVENING ACTION: At its October 1, 2025 meeting, the Planning Board voted (4-0) to forward a favorable recommendation of approval for the proposed Ordinance authorizing the adoption of the City of Tamarac Impact Fee Study and a 25% rate increase on the assessment and collection of impact fees for Governmental, Parks and Recreational, and Multi-Modal Transportation facilities.



Maxine A. Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2611
City of Tamarac Impact Fee Study

MAC/ATJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF TAMARAC, FLORIDA, AMENDING SECTION 10-5.7 ENTITLED "NEW DEVELOPMENT IMPACT FEES" OF CHAPTER 10, OF THE TAMARAC CITY CODE, ADOPTING THE CITY OF TAMARAC IMPACT FEE STUDY, ATTACHED HERETO AS EXHIBIT "A"; BY AMENDING THE IMPACT FEE SCHEDULE AND LAND USE CATEGORIES; PROVIDING FOR AN INCREASE TO THE CURRENT IMPACT FEE RATE OF 25% FOR GOVERNMENTAL FACILITIES, PARKS AND RECREATIONAL FACILITIES AND MULTIMODAL TRANSPORTATION; RE-ESTABLISHING CRITERIA AND ADMINISTRATIVE PROCEDURES FOR THE ASSESSMENT AND COLLECTION OF IMPACT FEES; PROVIDING UPDATED GUIDELINES FOR THE PHASING OF IMPACT FEE INCREASES, PROCESSING OF REFUNDS, CREDITS, AND FAIR SHARE AGREEMENTS RELATIVE TO THE CITY'S IMPACT FEE PROGRAM; PROVIDING FOR NOTICE AND IMPLEMENTATION ; PROVIDING FOR CODIFICATION; PROVIDING A SAVINGS PROVISION; PROVIDING A CONFLICTS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida passed the "Florida Impact Fee Act" in 2006 which recognized impact fees as "an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction" § 163.31801(2), Fla. Stat; and

WHEREAS, under Florida law, impact fees must comply with the "dual rational nexus" test, which requires "a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in service units generated by new development"; and

WHEREAS, in the most recent amendments to the Florida Impact Fee Act, enacted through House Bill 479 and effective on October 1, 2024, municipalities must use the most recent localized data when calculating projected impact fees; and

WHEREAS, the Bill also requires that the data be no more than 4 years old at the time of the study, and that this requirement be met prior to an update of a local municipality's fee schedule; and

WHEREAS, Tamarac's last Development Impact Fee Study was conducted in 2019; and

WHEREAS, the City, paused the assessment and collection of current Impact Fees for new development to remain compliant with statutory requirements after the enaction of House Bill 479 on October 1, 2024; and

WHEREAS, Policy 2.2 of the City's Comprehensive Plan requires the City to maintain adopted Levels of Service (LOS) standards for public infrastructure concurrent with the impacts of new development and requires the City to ensure that adequate facilities and services are available prior to a development's approval; and

WHEREAS, the City of Tamarac continues to experience significant population and development growth as indicated in the most recent census data; and

WHEREAS, the City's capital expenditures have steadily increased year after year with mounting costs resulting from inflation and growing demand for public infrastructure and services; and

WHEREAS, it is imperative that the City continues to assess and collect development impact fees to help defray the cost of providing expanded public infrastructure, systems, and services; and

WHEREAS, the City solicited proposals from firms with expertise in preparing Development Impact Fee studies and selected TischlerBise, Inc. upon conclusion of the public procurement process for retaining services; and

WHEREAS, TischlerBise, Inc. has prepared a report titled, "City of Tamarac Impact Fee Study," dated September 29, 2025 (hereinafter the "Technical Report"), which establishes the proportionate share of a new development's impacts on the public facilities for which impact fees are collected pursuant to this Ordinance; and

WHEREAS, based on the findings contained within the Development Impact Fee Study, the consultant's recommendation and staff's analysis, the Director of Community Development recommends the adoption of the City of Tamarac Impact Fee Study dated September 29, 2025, attached hereto for reference and incorporated herein; and

WHEREAS, staff supports the recommendation of adopting the proposed Impact Fee Schedule to allow for a 25% rate increase in the assessment, and collection of Impact Fees for Governmental, Parks and Recreational, and Multi-Modal Transportation facilities as shown in the rate schedules below; and

WHEREAS, the resulting 25% rate increase on the assessment of Impact Fees for each fee component will be phased into two (2) equal increments over a 2-year period in accordance with statutory requirements; and

WHEREAS, the City's existing provisions to allow for credits and waivers of the proposed impact fees will also be updated as part of the proposed Ordinance; and

WHEREAS, the Technical Report has been presented to and reviewed by City Staff, the Planning Board, and the City Commission, which has determined: (1) that impact fees are necessary to offset the costs to the City associated with meeting the necessary public service and facility demand created by projected new residential and non-residential development; (2) that the amount of the impact fees bears a reasonable relationship to the burden imposed upon the City to provide the new public facilities addressed in the Technical Report for new development; (3) the expenditure of impact fees, pursuant to the terms of this Ordinance, will result in a beneficial use for such new development that is reasonably related to the impact fees, per dwelling unit, by type, and per increment of non-residential development; (4) that an "essential nexus" exists between the projected new development and the need for additional public facilities to be funded via the development fees; and (5) that the amount of the development fees is "roughly proportional" to the fair share of the additional public facilities needed to provide adequate service to new development; and

WHEREAS, pursuant to §163.31801, Fla. Stat.:

(a) the Technical Report, and the impact fees recommended therein, are based on the most recent and localized data;

(b) this Ordinance includes procedures for accounting and reporting of impact fee collections and expenditures in order to assure compliance with applicable legal standards;

(c) this Ordinance includes separate accounting funds for each public facility for which an impact fee is collected;

(d) there are no administrative fees charged pursuant to this Ordinance for the collection of impact fees; and

(e) this Ordinance requires audits of the City's financial statements to include an affidavit of the City's chief financial officer stating that the requirements of §163.31801, Fla. Stat., have been complied with; and

(f) this Ordinance requires that the collection of the impact fees will not be required earlier than the date of issuance of the building permit for the property that is subject to the fee; and

(g) the Technical Report demonstrates that the impact fees are proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction; and

(h) the Technical Report and this Ordinance show that the impact fees are proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accrued to the new residential or nonresidential construction; and

(i) this Ordinance specifically earmarks funds collected under the impact fees for use in acquiring, constructing, or improving capital facilities to benefit new users and do not pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or non-residential construction; and

WHEREAS, the impact fees assessed pursuant to this Ordinance are necessary to ensure the public health, safety, and welfare of the residents of the City of Tamarac.

NOW, THEREFORE, BE IT ORDAINED BY the City Commission of the City of Tamarac as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission of the City of Tamarac hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance, the Impact Fee Study dated September 29, 2025, and the City staff reports related to this Ordinance as the legislative findings and intent of the City Commission.

SECTION 2. Section 10-5.7, entitled "New Development Impact Fees" of Chapter 10 of the *Code of Ordinances of the City of Tamarac* is amended to read as follows:

Section 10-5.7 New Development Impact Fees.

(A) Procedural and Administrative Requirements

(1) **Purpose and Authority**

(a) The City Commission of the City of Tamarac recognizes that growth and development in the City will require that the capacity of the City's public facilities be expanded in order to maintain adequate levels of service, and that without a funded program for public facility improvements, new growth and development will have to be limited in order to protect the health, safety and welfare of the citizens of the City of Tamarac.

(b) The City has completed a study establishing the type, amount and cost of projected public facility improvements needed to serve new growth and development.

(c) The purpose of this Section is to ensure that new growth and development that is approved by the City pays a fair share of the costs of public facilities needed to serve new growth and development.

(d) This Section, which requires new development to pay reasonable impact fees, requires new development to pay its pro rata share of the reasonably anticipated expansion costs of new public facilities created by new growth and development, which is the responsibility of the City in order to carry out its Comprehensive Plan, as amended, and adopted under Section 163.3161, et seq., Florida Statutes, and is in the best interest of the public health, safety, and welfare.

(e) The City of Tamarac has determined that it is in the best economic interests of the citizens of the City to ensure that certain forms of development be exempt from the requirements of payment of certain impact fees.

(f) The technical data, findings and conclusions herein are based on the Comprehensive Plan, as amended, the ~~2019 Impact Fee Study~~ City of Tamarac Impact Fee Study dated September 29, 2025 (the "Technical Report"), and other studies and reports.

(2) **Adoption of Technical Report as Basis of Impact Fees**

The City hereby adopts and incorporates by reference, the report entitled "City of Tamarac Impact Fee Study," prepared by ~~Tindale-Oliver~~ TischlerBise, Inc. and dated ~~October 18, 2019~~ September 29, 2025 (referred to herein as the "Technical Report), which, among other things, supports the amounts and reasonableness of the impact fees imposed by this section.

(3) **Interpretations of Sections and fee schedule.**

Interpretation of the provisions of this section shall be made by the City Manager or the City Manager's designee.

(4) **Effect on other regulations and requirements**

(a) This section may not be construed to alter, amend, or modify any other provision of the City's Land Development Code and Code of Ordinances. Other provisions of the City's Land Development Code and Code of Ordinances shall be operative and remain in full force and effect notwithstanding any contrary provisions, definitions, or intentions that are or may be expressed or implied in this Section.

(b) The payment of impact fees shall not entitle the applicant to a building permit unless all other applicable land use, land development, zoning, planning, concurrency, and other applicable requirements, standards, and conditions have been met. Such other requirements, standards, and conditions are independent of the requirement for payment of impact fees required by this Section.

(c) This section, including the specific impact fee ordinances for particular public facilities, shall not affect, in any manner, the permissible use of property, density or intensity of development, design and improvement standards, or other applicable standards or requirements of the Land Development Code.

(B) <u>Definitions</u>

Article 6 Rules of Construction and definitions shall apply to this section. However, the following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Developer For purposes of this section means a person, corporation, organization, or other legal entity undertaking development.

Development For purposes of this section means any new residential or nonresidential construction or expansion of building(s) or structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities.

Encumbered means legally obligated or otherwise committed to use by appropriation or contract.

Essential public services means services or buildings owned, managed, or operated by or in the interest of a governmental entity, which provides a function critical to the health, safety, and welfare of the public, but which is not proprietary in nature. Essential public services may specifically include, but not be limited to, public schools (including charter schools), water and sewer services, emergency services, publicly-owned housing, public safety facilities and services.

Fair share means that share or portion of the cost of public facility improvements which is reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

Fee payer means a person undertaking development who pays a fair share impact fee in accordance with the terms of this Section.

Governmental facilities means the land and buildings as may be necessary to meet the needs for City administration which are created by new development, including those costs which are incidental to the above.

Governmental facilities capital costs include, but are not limited to, costs associated with the planning, design and construction of new or expanded governmental facilities, which have a life expectancy of three or more years, and the land acquisition, land improvement, design, and engineering related thereto. Such costs do not include routine and periodic maintenance expenditures or personnel, training, or other operating costs but do include the following costs as they relate to the provision of governmental facilities:

(1) The cost of all labor and materials;

(2) The cost of all lands, property, rights, easements and franchises acquired, including costs of acquisition or condemnation;
(3) The cost of all plans and specifications;
(4) The cost of all construction, new drainage facilities in conjunction with new buildings and structures, and site improvements required in accordance with the Comprehensive Plan or Land Development Code;
(5) The cost of relocating utilities to accommodate new construction;
(6) The cost of planning, engineering and legal services;
(7) The cost of all land surveying, and soils and materials testing; and
(8) The cost of mitigating negative impacts of construction including natural resource impacts, environmental impacts, noise impacts, air quality impacts, and community impacts.

Impact fee means a fee imposed pursuant to this Section.

Impact fee account means an account established by the City for the purpose of segregating impact fee revenues collected for a particular public facility from all other city funds.

Level of service is a measure of the availability and accessibility of public facilities in support of public facility services.

Multimodal fee means a fair share impact fee, imposed by this Section, necessary to mitigate the multimodal capital costs to the City to provide the multimodal facilities needed to offset the impacts of new residential and nonresidential growth in the City.

Multimodal facilities means transportation and transit facilities, including land, which are planned and designed to provide off-site transportation capacity to new development, in contrast to "on-site" improvements, which are necessary to provide safe and/or efficient access to a particular development. The fact that either type of improvement may have incidental benefits of special or general character shall not be considered in determining which facilities are considered a multimodal facility. The character of the improvement shall control a determination of whether an improvement meets the definition of multimodal facility and the physical location of the improvement on or off-site shall not be considered determinative.

Multimodal capital costs include, but are not limited to, costs associated with the planning, design and construction of new or expanded roadway improvements to the city's classified road system and transit facilities which have a life expectancy of three or more years, and the land acquisition, land improvement, design, and engineering related thereto. Such costs do not include routine and periodic maintenance expenditures or personnel, training, or other operating costs, but do include the following costs as they relate to the provision of multimodal improvements to the city's classified road system and transit facilities:

(1) The cost of all labor and materials;

(2) The cost of all lands, property, rights, easements and franchises acquired, including costs of acquisition or condemnation;

(3) The cost of all plans and specifications;

(4) The cost of all construction, including new through lanes, new turn lanes, new bridges, new drainage facilities in conjunction with roadway improvements which add capacity to the roadway system, new street lighting, new traffic signalization and landscaping, and new curbs, sidewalks, medians and shoulders, all in accordance with the Comprehensive Plan or Land Development Code;

(5) The costs of transit improvements, including bus shelters, bus stops, benches, transfer stations, and fleet vehicles;
(6) The cost of bike paths and pedestrian walkway improvements within planned roadway alignments;
(7) The cost of relocating utilities to accommodate new roadway construction;
(8) The cost of planning, engineering and legal services;
(9) The cost of all land surveying, and soils and materials testing; and
(10) The cost of mitigating negative impacts of construction including natural resource impacts, environmental impacts, noise impacts, air quality impacts, and community impacts.

Non-commencement means the cancellation of construction activity making a material change in a structure, or the cancellation of any other development activity making a material change in the use or appearance of land.

Public facilities means capacity-adding multimodal facilities, parks and recreation facilities, and governmental facilities for which impact fees are collected pursuant to this Section.

Public facilities capital costs include governmental facilities capital costs, parks and recreation facilities capital costs, and multimodal capital costs.

Parks and recreation facilities means the land, buildings, structures, equipment and facilities as may be necessary to meet the needs for the City parks and recreation system, which are created by new development, including those costs which are incidental to the above.

Parks and recreation facilities capital costs include, but are not limited to, capital costs associated with the planning, design and construction of new or expanded parks and recreation facilities which have a life expectancy of three or more years, and the land acquisition, land improvement, design, and engineering related thereto. Such costs do not include routine and periodic maintenance expenditures or personnel, training, or other operating costs, but do include the following as they relate to the provision of parks and recreation facilities:

(1) The cost of all labor and materials;

(2) The cost of all lands, property, rights, easements and franchises acquired, including costs of acquisition or condemnation;

(3) The cost of all plans and specifications;

(4) The cost of new equipment;

(5) The cost of all construction, new drainage facilities in conjunction with new buildings and structures, and site improvements required in accordance with the Comprehensive Plan or Land Development Code;

(6) The cost of relocating utilities to accommodate new construction;

(7) The cost of planning, engineering and legal services;

(8) The cost of all land surveying, and soils and materials testing; and

(9) The cost of mitigating negative impacts of construction including natural resource impacts, environmental impacts, noise impacts, air quality impacts, and community impacts.

Residential Dwelling Definitions:

Single Family Units:

(1) Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.

(2) Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses

attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.

Senior Housing Single Family Units:

(1) Independent living developments that are called various names including retirement communities, age-restricted housing, and active adult communities. The development has a specific age restriction for its residents, typically a minimum of 55 years of age for at least one resident of the household. The dwelling units can be either detached or attached.

Senior Housing Multi-Family Units:

(1) Independent living developments that are called various names including retirement communities, age-restricted housing, and active adult communities. The development has a specific age restriction for its residents, typically a minimum of 55 years of age for at least one resident of the household. The dwelling units share both floors and walls with other units in the residential building.

Non-Residential Development

The City shall collect impact fees for all new non-residential development for the following categories as defined by the Trip Generation Manual of the Institute of Transportation Engineers as amended from time to time.

The one-time fee(s) assessed to new non-residential development shall be determined by gross square footage of the structure or facility.

Commercial: Establishments primarily selling merchandise, eating/drinking places, entertainment uses, and places of lodging. By way of example, *commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging.

Industrial: Establishments primarily engaged in the production of goods. By way of example, *industrial – general* includes manufacturing plants, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *institutional* includes schools, universities, churches, daycare facilities, and government buildings.

Office & Other Services: Establishments providing management, administrative, professional, business services, and health services. By way of example, *office & other services* includes banks, business offices, medical offices, hospitals, and veterinary clinics.

Technical report means the "City of Tamarac Impact Fee Study," prepared by ~~Tindale-Oliver~~ TischlerBise, Inc. and dated ~~October 18, 2019~~ September 29, 2025.

(C) Applicability of this Section.

(1) **Affected area.**

This Section shall apply to all new development within the City. Impact fees for particular public facilities may apply to less than the entire City, only as indicated specifically in this Section.

(2) **Type of development affected.**

Except where specifically exempt by the provisions of this Section, this Section shall apply to all new development.

(3) **Type of development not affected.**

The following types of development shall be exempt from the payment of impact fees pursuant to this Section:

Alterations or expansion of an existing dwelling unit where no additional units are created and the use is not changed;

For multimodal fees, the construction of accessory buildings or structures which will not increase the traffic counts associated with the principal building or structure or the land;

For parks and recreation, and governmental facilities impact fees, the construction of accessory buildings or structures which will not increase the number of individuals living or working in the principal building or structure or the land;

The replacement of a destroyed or partially destroyed building or structure, with a new building or structure of the same size and use;

(a) The construction of agricultural structures;

(b) Temporary uses; and

(c) Essential public services.

(4) **Reductions.** Reductions from the requirement to pay impact fees pursuant to this Section shall be granted only as specifically provided in this Section.

(D) Collection of impact fees; fair share agreements; when not paid by mistake or inadvertence; liens

(1) *Collection.* Impact fees required by this Section shall be assessed against new development and collected in full at the time of the issuance of a building permit by the City. The City may withhold the issuance of a TCO or CO until the applicant has paid in full the applicable impact fees imposed by this Section. The obligation for payment of assessed impact fees shall run with the land. The City may authorize the payment of impact fees at another point in the development of the property only pursuant to a fair share fee agreement as provided in this section. The City Commission may establish and collect an administrative charge (which will be limited to actual costs) to offset its actual costs of impact fee collection by adoption of a resolution.

(2) *Fair share fee agreements.* At any time prior to the issuance of a building permit, the owner of property may enter into a fair share fee agreement with the City providing for payment of impact fees imposed by this Section. Such fee agreement may provide for installment payments of the fee for a term not to exceed 12 months, credit and security arrangements acceptable to the City and other matters relating to the fee. Within 14 days after execution by the City, the fair share fee agreement shall be recorded in the Broward County public records.

(3) *Collection of fees when not paid by inadvertence; liens.* If the impact fees are not paid as required by this Section prior to the issuance of a certificate of occupancy because of mistake or inadvertence, the City shall proceed to collect the impact fees as follows:

(a) The City shall serve, by certified mail, return receipt requested, an impact fee statement notice upon the applicant at the address set forth in the application for building permit, and the owner at the address appearing on the most recent records maintained by the property appraiser of Broward County. The City also shall attach a copy of the impact fee statement notice to the building permit posted at the affected construction site if the building is under construction. Service of the impact fee statement notice shall be deemed effective on the date the return receipt indicates the notice was received by either the applicant or the owner or the date said notice was attached to the building permit, whichever occurs first.

(b) The impact fee statement notice shall contain the legal description of the property and shall advise the applicant and the owner as follows:

(i) The amount due and the general purpose for which the impact fee was imposed.

(ii) That the impact fee shall be delinquent if not paid and received by the City within 60 calendar days of the date the impact fee statement notice is received, excluding the date of receipt, and, upon becoming delinquent, shall be subject to the imposition of a delinquent fee and interest on the unpaid amount until paid;

(c) That in the event the impact fee becomes delinquent a lien against the property for which the building permit was secured shall be recorded in the Official Records Book of Broward County. The impact fee shall be delinquent if, within 60 calendar days from the date of the receipt of the impact fee statement notice by either the applicant or the owner, or the date said notice was attached to the building permit, neither the impact fees have been paid and received by the City, nor a hearing requested pursuant to the requirements above. In the event a hearing is requested, the impact fees shall become delinquent if not paid within 30 calendar days from the date the City Commission determines the amount of impact fees due upon the conclusion of such hearing. Said time periods shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of the earliest receipt of said impact fee statement notice or the hearing date of the City Commission's decision in the event of an appeal. In the event the last day falls on a Sunday or legal holiday, the last due date prior to becoming delinquent shall be the next business day. Upon becoming delinquent, a delinquency fee equal to ten percent (10%) of the total impact fee imposed shall be assessed. Such total impact fee, plus delinquency fee, shall bear interest at the statutory rate for final judgments calculated on a calendar day basis, until paid.

(d) Should the impact fee become delinquent, the City shall serve, by certified mail return receipt requested, a "Notice of Lien" upon the delinquent applicant if the building is under construction at the address indicated in the application for the building permit, and upon the delinquent owner at the address appearing on the most recent records maintained by the Property Appraiser of Broward County. The notice of lien shall notify the delinquent applicant and owner that due to their failure to pay the impact fee, the City shall file a Claim of Lien with the Clerk of the Circuit Court in and for Broward County.

(e) Upon mailing of the notice of lien, the city attorney shall file a claim of lien with the Clerk of the Circuit Court in and for Broward County for recording in the Official Records of Broward County. The claim of lien shall contain the legal description of the property, the amount of the delinquent impact fees and the date of their imposition. Once recorded, the claim of lien shall constitute a lien against the property described therein. The city attorney shall proceed expeditiously to collect or otherwise enforce said lien.

(f) After the expiration of six months from the date of recording of the claim of lien, as provided herein, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted, conducted and enforced in conformity with the procedures for the foreclosure of municipal special assessment liens, as set forth in F.S. §§173.04 - 173.12, inclusive, which provisions are hereby incorporated herein in their entirety to the same extent as if such provision were set forth herein verbatim.

(g) The liens for delinquent impact fees imposed hereunder shall remain liens, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other subsequently filed liens and claims, until paid as provided herein.

(h) The collection and enforcement procedures set forth in this section shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida. Failure of the City to follow the procedure set forth in this Section shall not constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida.

(E) Individual assessment of impact fees.

(1) Any applicant prior to or in conjunction with the submission of an application for a building permit or within 30 days of the date of payment of impact fees, may petition the city manager for a determination that: i) the amount of the impact fees imposed on the new development is inappropriate based on the specific land use category applied to the residential or nonresidential development and/or based on the amount of development used to calculate the impact fees and/or based on the service units, as identified in the technical report, to be generated by the applicant's new development as documented by studies and data supported by qualified experts, or ii) the impact fees are otherwise unlawfully imposed. The petition shall specify in detail the basis on which the applicant asserts that the amount of the impact fees is inappropriate or unlawful.

(2) The petition shall be on a form provided by the city and shall, at a minimum, include: identification of the disputed factor(s), a detailed statement asserting the basis for the dispute, the data relied upon by the petitioner, a detailed statement by a qualified professional engineer, planner or other appropriate professional, and, if filed after payment of impact fees, a dated receipt for payment of the impact fees issued by the city's building department. The applicant/petitioner shall be responsible for all costs incurred by the city in reviewing and evaluating the petition, including but not limited to, staff time and costs of outside consultants used at the discretion of the city. Failure to timely file a petition for impact fee determination shall waive any right to challenge, review or recalculate the impact fee payment.

(3) Within 15 business days of receipt of an individual assessment analysis, the city manager or his/her designee shall determine if the individual assessment analysis is complete. If the city manager or his/her designee determines the application is not complete, he or she shall send a written statement specifying the deficiencies by mail to the person submitting the application. Until the deficiencies are corrected, the city manager or his/her designee shall take no further action on the application.

(4) When the city manager or his/her designee determines the individual assessment analysis is complete, he or she shall review it within 30 business days. The city manager or his/her designee shall approve the proposed fee if he or she determines that the data, factors, and methodology used to determine the proposed impact fee are professionally acceptable and fairly assess the costs for capital improvements to the city's public facilities systems that are necessitated by the proposed development if the facilities are to be maintained at adopted levels of service. If the city manager or his/her designee determines that the data, factors, or methodology are unreasonable, the proposed fee shall be denied, and the developer shall pay the impact fees according to the schedule established in 10-5.7(K) of this Section or as set by the city manager or his/her designee, if the use had not previously been identified in the fee schedule.

(5) Any applicant may appeal the city manager's or his/her designee's decision on an individual assessment analysis by filing a petition to the City Commission of the City consistent with 10-5.7(J).

(F) Credits.

(1) Any person who initiates any development may apply for a credit against the impact fees imposed by this Section for any contribution, payment, construction, or dedication of land accepted and received by the City for public facilities, not otherwise required in order to obtain development approval, consistent with the Comprehensive Plan, including all public facilities capital costs.

(2) No credit shall exceed the impact fee imposed by this Section for the proposed development, unless the applicant provides public facility capacity in excess of the fair share demand created by its proposed development.

(3) Development agreements entered into prior to the adoption of this Section which contained public facility improvements may be entitled to a credit under the provisions of this section if the improvement is a public facility and is consistent with the Comprehensive Plan.

(4) Except as limited above, if an applicant is entitled to a credit, such credit shall be equal to the dollar value of the cost of the public facilities contributed, paid for, constructed, or dedicated to the city, based on the following criteria:

(a) The actual cost, or estimated cost of improvements based on recent bid sheet information of the city; and

(b) A qualified appraisal of the fair market value of any land.

(5) The property owner shall initiate a determination of entitlement to credit by submitting a proposed credit agreement to the city manager or his/her designee. The credit agreement shall include the following information:

(a) A proposed plan of specific public facility improvements, prepared and certified by a duly qualified and licensed Florida engineer; and

(b) The estimated costs for the suggested public facilities improvements consistent with the definition of public facilities capital costs, which shall be based on local information for similar public facilities improvements, along with a construction timetable for the completion of such improvements.

(6) The proposed credit agreement shall be prepared by qualified professionals in the field of planning and engineering, impact analysis, and economics, as related to the particular impact fee to be credited.

(7) Within 15 business days of receipt of the proposed credit agreement, the city manager or his/her designee shall determine if the proposal is complete. If it is determined that the proposed credit agreement is not complete, the city manager or his/her designee shall send a written statement to the applicant outlining the deficiencies. The city manager or his/her designee shall take no further action on the proposed credit agreement until all deficiencies have been corrected or otherwise settled.

(8) Once the city manager or his/her designee determines the credit agreement is complete, he or she shall review it within 30 business days, and shall recommend to the City Commission that the proposed credit agreement be approved if it is determined that the proposed public facility improvement is consistent with the Comprehensive Plan, and the proposed costs for the suggested public facility improvement are professionally acceptable and fairly assess the cost for the capital improvement. If the city manager or his/her designee determines that either the suggested public facilities improvement is not consistent with the Comprehensive Plan or that the proposed costs are not acceptable, he or she shall propose a suggested public facility improvement similar to that proposed, but consistent with the provisions of this Section.

(9) If the proposed credit agreement is approved by the City Commission, a credit agreement shall be prepared and signed by the applicant and the City. The credit agreement shall specifically outline the public facility improvement that will be constructed by the applicant, the time by which it shall be completed, and the dollar credit the applicant shall receive for construction of the public facilities improvement.

(10) Within 14 days after execution by the city, the credit agreement shall be recorded in the Broward County public records.

(11) If the City increases its impact fee rates, the holder of any impact fee credits, whether such credits are granted under F.S. §§ 163.31801 or 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. This subsection (F) shall operate prospectively and not retrospectively.

(G) Use of funds collected; impact fee accounts.

(1) Impact fees collected pursuant to this Section shall be used solely for the purpose of acquisition, expansion, and development of the public facilities identified in the Comprehensive Plan, the need for which results from and the provision of which will benefit new development paying impact fees. Allowable expenditures include, but are not limited to:

(a) Public facilities and public facilities capital costs identified in the Comprehensive Plan to benefit new users;

(b) Repayment of monies transferred or borrowed from any budgetary fund of the City which were used to fund the acquisition, expense and development of the public facilities identified in the Comprehensive Plan where the use of the monies is reasonably connected to, or has a rational nexus with, the increased impact on the public facilities generated by the new residential or nonresidential construction;

(c) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds for acquisition, expansion and development of public facilities identified in the Comprehensive Plan;

(d) Administration of the City's impact fee program to the extent that such administration costs do not exceed actual costs of such administrative activities.

(2) Impact fees collected shall be encumbered for the construction of public facilities within seven years of the date of collection.

(3) In order to ensure that impact fee revenues are earmarked and spent solely for the expansion of public facilities necessary to offset the impacts of new development, the following provisions apply:

(a) The City shall establish and maintain separate impact fee accounts for each public facility for which an impact fee is collected, in accordance with the provisions of this Section.

(b) Impact fees shall be spent solely for the public facility category for which they were collected.

(c) Any amounts in an impact fee account not immediately necessary for expenditure shall be invested in an interest bearing account and all interest income derived from such investments shall be deposited in the impact fee account.

(4) Impact fee revenues shall remain segregated from other City funds and only impact fees and accrued interest shall be maintained in the impact fee accounts.

(5) Amounts withdrawn from an impact fee account must be used solely in accordance with the provisions of this Section. Amounts on deposit in an impact fee account shall not be used for any expenditure that would be classified as a maintenance, operations, or repair expense or to address existing deficiencies in public facilities.

(H) Refunds.

(1) Any impact fee collected may be returned to the fee payer if the approved development is canceled due to non-commencement of construction before the funds have been spent or encumbered. Refunds may be made in accordance with this section provided the present owner of the approved development files a petition for a refund within six months from the date of non-commencement.

(2) In the absence of a fair share fee agreement and in the event impact fees are not encumbered within seven (7) years from the date of collection, the City shall refund the amount of the fee along with accrued interest to the owner of the land for which the fee was collected. For purposes of refunds, the owner of the land for which an impact fee was paid shall be the owner of record at the time that the refund is paid. The owner of the property on which an impact fee has been paid shall have standing to sue for a refund under the provisions of this section. No action shall be commenced after one year after the date of expiration of the required encumbrance date.

(3) A refund application shall include the following information:

(a) A notarized sworn statement that the fee payer paid the impact fee for the property and the amount paid;

(b) A copy of the dated receipt issued by the City for payment of the fee;

(c) A certified copy of the latest recorded deed for the property; and

(d) A copy of the most recent ad valorem tax bill.

(4) Within fifteen (15) business days of receipt of a refund application, the city manager or his/her designee shall determine if it is complete. If the city manager or his/her designee determines the refund application is not complete, he or she shall send a written statement specifying the deficiencies by mail to the person submitting the refund application. Unless the deficiencies are corrected, the city manager or his/her designee shall take no further action on the refund application.

(5) When the city manager or his/her designee determines the refund application is complete, he or she shall review it within thirty (30) business days, and shall approve the proposed refund if he or she determines that the City has not spent or encumbered an impact fee within seven (7) years from the date the fees were paid.

(6) When the refund application is approved, the money shall be returned with interest actually accrued, less any administrative charges (which will be limited to actual costs) paid to offset the City's costs of collection.

(7) Any fee payer may appeal the city manager's or his/her designee's written decision on a refund application by filing a petition with the City Commission consistent with 10-5.7(J).

(I) Updating, indexing, annual reporting, and audits.

(1) At least once every ~~five~~ <u>three (3)</u> years, the City shall update the technical report which provides the basis for the impact fees imposed under this Section.

(2) ~~During years when no update occurs, as required above, and~~ Beginning in the year 202~~1~~5, the impact fee schedule set forth in this section shall be adjusted annually to account for ~~inflationary~~ the appropriate phasing of fee increases ~~in the costs to the City for providing public facilities to new development.~~as outlined in the adopted rate schedule and Florida's statutory requirements. These annual adjustments shall be consistent with the methodology set forth in the technical report and the adopted rate schedule as amended by the City from time to time. ~~shall be based on the Construction Cost Index calculated by the Engineering News-Record (ENR), the Broward County Property Appraiser, the U.S. Department of Labor Consumer Price Index, and Florida Department of Transportation databases, as applicable and appropriate to a particular public facility.~~

(3) Audits of the city's financial statements, which are performed by a certified public accountant pursuant to F.S. §218.39, and submitted to the auditor general, must include an affidavit signed by the finance director, stating that the City has complied with the requirements of F.S. §163.31801. The City will provide for annual accounting and reporting of impact fee collections and expenditures and will account for the revenues and expenditures of such impact fee in a separate accounting fund.

(4) All updates and annual adjustments to this Section shall comply with statutory requirements for notice and publication.

(J) Appeals.

(1) *Initiation.* A fee payer may appeal a final decision of a city manger made pursuant to this Section or any provision of this Section to the City Commission, by filing an appeal, in writing, with the city clerk, within twenty (20) calendar days of the decision. The appeal shall include a written notice stating and specifying briefly the grounds of the appeal. The city clerk shall place the appeal on the City Commission's agenda for a regularly scheduled meeting or a special meeting called for that purpose, and forward the record of the matter that is on appeal to the City Commission.

(2) *Record.* The record considered by the City Commission shall be the record of the application associated with the final decision being appealed from and any other documents related to the decision.

(3) *Notice.* The city clerk shall provide the applicant at least fifteen (15) calendar days notice of the Appeal before the City Commission by mail or hand delivery.

(4) *Hearing on Appeal.* At the hearing on the appeal, the City Commission shall provide the appellant an opportunity to identify the grounds for the appeal and the basis for the city manager's alleged error on the decision, based on the record. To the extent relevant, the city manager whose decision is being appealed from shall be allowed to respond, based on the record. After the presentations, the City Commission may hear from any other person(s) it deems appropriate, and then based on the testimony heard at the hearing and the record affirm, modify, or reverse the decision of the city manager or the provision of this Section.

(5) *Standards.* To reverse a decision of a city official, the City Commission shall find that there is a clear and demonstrable error in the application of the facts in the record to the applicable standards set forth in this Section. If the City Commission reverses or modifies the decision, it shall provide the city official clear direction on the proper decision. In no case shall the City Commission have the authority to negotiate the amount of the impact fees or waive the impact fees otherwise specified in this Section. The decision of the City Commission shall be final.

(6) *Form of Decision.* The City Commission's decision on the appeal shall be in writing, and include findings of fact and the application of those facts to the relevant standards.

(K) Imposition of Impact Fees by Public Facility.

The following impact fees are hereby levied at ~~50% of the total fee amount~~ 25% above the current rate on all new development in two equal annual increments, as set forth in Section 10-5.7(C):

Impact Fee Schedule
(Government Facilities, Parks and Recreation, Multi-Modal Transportation)

~~Land Use~~	~~Impact Unit~~	~~Govt. Facilities~~	~~Parks and Rec.~~	~~Multi-Modal Transp. (Local)~~	~~Total Fee~~	~~50% of Fees~~
~~Single Family (2,000 sq ft)~~	~~du~~	~~$1,375~~	~~$4,963~~	~~$1,880~~	~~$8,218~~	~~$4,109~~
~~Multi-Family*~~	~~du~~	~~$916~~	~~$3,468~~	~~$1,352~~	~~$5,736~~	~~$2,868~~
~~Light Industrial~~	~~1,000 sf~~	~~$409~~	~~n/a~~	~~$848~~	~~$1,257~~	~~$629~~
~~Office Building~~	~~1,000 sf~~	~~$728~~	~~n/a~~	~~$1,668~~	~~$2,396~~	~~$1,198~~
~~Retail~~	~~1,000 sf~~	~~$1,235~~	~~n/a~~	~~$2,667~~	~~$3,902~~	~~$1,951~~
~~Bank w/Drive-Thru~~	~~1,000 sf~~	~~$1,219~~	~~n/a~~	~~$4,106~~	~~$5,325~~	~~$2,663~~
~~Fast Food Rest. w/Drive-Thru~~	~~1,000 sf~~	~~$7,936~~	~~n/a~~	~~$20,094~~	~~$28,030~~	~~$14,015~~

Land Use	Impact Unit	General Government	Parks & Recreation	Multimodal Transportation	Total Fee (Year 1)
Single Family (<1,500 Square Feet)	DU	$695	$2,754	$814	$4,263
Single Family (1,500-2,499 Square Feet)	DU	$774	$3,061	$1,029	$4,864
Single Family (>2,500 Square Feet)	DU	$870	$3,434	$1,148	$5,452
Multi-Family	DU	$515	$2,140	$564	$3,219
Senior Housing (Detached)	DU	$460	$1,807	$387	$2,654
Senior Housing (Attached)	DU	$323	$1,268	$219	$1,810
Commercial	1,000 sf	$695	$0	$1,501	$2,196
Office & Other Services	1,000 sf	$410	$0	$938	$1,348
Institutional	1,000 sf	$594	$0	$1,132	$1,726
General Light Industrial	1,000 sf	$231	$0	$342	$573
Warehousing	1,000 sf	$51	$0	$161	$212

Year 1 Fees shall be assessed in the first 12 months following the effective date of this Ordinance.

Land Use	Impact Unit	General Government	Parks & Recreation	Multimodal Transportation	Total Fee (Year 2)
Single Family (<1,500 Square Feet)	DU	$773	$3,060	$814	$4,647
Single Family (1,500-2,499 Square Feet)	DU	$860	$3,401	$1,118	$5,379
Single Family (>2,500 Square Feet)	DU	$966	$3,815	$1,227	$6,009
Multi-Family	DU	$573	$2,378	$626	$3,576
Senior Housing (Detached)	DU	$511	$2,008	$430	$2,949
Senior Housing (Attached)	DU	$359	$1,409	$244	$2,011
Commercial	1,000 sf	$773	$0	$1,668	$2,440
Office & Other Services	1,000 sf	$455	$0	$1,043	$1,498
Institutional	1,000 sf	$660	$0	$1,258	$1,918
General Light Industrial	1,000 sf	$256	$0	$342	$598
Warehousing	1,000 sf	$56	$0	$174	$230

Year 2 Fees shall be assessed on the 1st day of the 13th month following the effective date of this Ordinance and shall remain in effect in accordance with the provisions outlined in Section 10-5.7 (I).

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in underlined type are additions.

(1) **Governmental facilities impact fee.**

(a) A governmental facilities impact fee shall be assessed and collected from new development, pursuant to all applicable provisions of this Section, in accordance with the fee schedule.

(b) There is hereby established a governmental facilities impact fee account into which all governmental impact fees collected shall be deposited. Governmental facilities impact fee revenues shall be spent only on governmental facilities and governmental facilities capital costs as provided in this Section.

(2) **Parks and recreation impact fee.**

(a) A parks and recreation impact fee shall be assessed and collected from new development, pursuant to all applicable provisions of this Section, in accordance with the fee schedule.

(b) There is hereby established a parks and recreation impact fee account into which all parks and recreation impact fees collected shall be deposited. Parks and recreation impact fee revenues shall be spent only on parks and recreation facilities and parks and recreation facilities capital costs as provided in this Section.

(c) *Reduction of part of parks and recreation impact fee:* The City Commission may reduce the parks and recreation impact fee for a given development up to 50 percent if the City Commission determines that the private recreational space and facilities provided in the project are of such nature as to reduce substantially the project's impact upon the city's public need for expansion of the parks and recreation system. This reduction shall not exceed the actual cost of such private recreational space, or 50 percent of the parks and recreation levied impact fee, whichever is less.

(3) **Multimodal Transportation Impact Fee**

(a) A multimodal transportation fee shall be assessed and collected from new development, pursuant to all applicable provisions of this Section, in accordance with the following fee schedule.

(b) *Multimodal Transportation Impact Fee Account:* There is hereby established a multimodal transportation fee account into which all multimodal transportation fees collected shall be deposited. Multimodal transportation fee revenues shall be spent only on multimodal transportation facilities and multimodal transportation capital costs as provided in this Section.

SECTION 3. CODIFICATION. The provisions of this Ordinance shall be codified and made a part of the *City of Tamarac Code of Ordinances*. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 3, 4, 5, 6, 7, and 8 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager, or designees, shall have the power and authority to implement the provisions of this Ordinance by taking appropriate administrative actions to include, but not be limited to, the promulgation of appropriate administrative rules and forms.

SECTION 5. SAVINGS. The prior actions of the City of Tamarac relating to the imposition and administration of impact fees and any and all related matters and processes, are hereby ratified and affirmed.

SECTION 6. CONFLICTS. To the extent of any conflict between any other City regulations and ordinances and this Ordinance, this Ordinance shall be deemed to control. Provided, however, that this Ordinance is not intended to amend or repeal any existing chapter or regulation, unless expressly set forth in this Ordinance.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective ninety (90) days following its 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.

EXHIBIT A

Impact Fee Study

Prepared for:
Tamarac, Florida

September 29, 2025

TischlerBise
FISCAL | ECONOMIC | PLANNING

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TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
Florida Impact Fee Enabling Legislation 1
Conceptual Development Fee Calculation 2
General Methodologies 3
Evaluation of Credits 4
Impact Fee Components 4
Maximum Allowable Impact Fees 5
Impact Fee Increase Options 7
Recommended Impact Fees 9
Impact Fee Phase-In 11
GENERAL GOVERNMENT FACILITIES IMPACT FEES 13
Methodology 13
Service Area 13
Proportionate Share 14
Level-of-Service Analysis 15
Government Facilities – Incremental Expansion 15
Government Facilities Land – Incremental Expansion 16
Projected Demand for General Government Infrastructure 17
Government Facilities 17
Land 18
Credits 19
General Government Facilities Impact Fees 19
General Government Facilities Impact Fee Revenue 20
PARKS AND RECREATION IMPACT FEES 21
Methodology 21
Service Area 21
Proportionate Share 22
Level-of-Service Analysis 22
Park Land – Incremental Expansion 22
Park Improvements – Incremental Expansion 23
Community Centers – Incremental Expansion 26
Projected Demand for Park Infrastructure 27
Park Land 27
Park Improvements 28
Community Centers 29
Credits 30
Parks and Recreation Impact Fees 30
Park and Recreation Impact Fee Revenue 31
MULTI-MODAL TRANSPORTATION IMPACT FEES 33
Methodology 33
Service Area 33
Proportionate Share 34
Vehicle Trips 34
Residential Trip Generation Rates 35
Vehicle Trip Ends by Single Family Bedroom Range 35

Vehicle Trip Ends by Single Family Housing Size 36
Nonresidential Trip Generation Rates 37
Trip Rate Adjustments 38
Commuter Trip Adjustment 38
Adjustment for Pass-By Trips 39
Average Weekday Vehicle Trips 39
Person Trips 40
Person Trip Methodology 40
Mode Share and Vehicle Occupancy 40
Calculation of Person Trip Ends 41
Average Weekday Person Trips 42
Impact Fee Components 42
Sidewalks 42
Bike Lanes 44
Shared Paths/Trails 45
Projection of Growth-Related Multi-Modal Transportation Needs 46
Credits 46
Maximum Supportable Multi-Modal Transportation Impact Fee 47
Revenue from Multi-Modal Transportation Impact Fees 48
APPENDIX A: LAND USE DEFINITIONS 49
Residential Development 49
Nonresidential Development 50
APPENDIX B: LAND USE ASSUMPTIONS 51
Summary of Growth Indicators 52
Residential Development 52
Housing Unit Size 52
Senior Housing Occupancy 53
Occupancy by Bedroom Range 53
Occupancy by Housing Size 54
Residential Estimates 55
Residential Projections 55
Nonresidential Development 56
Nonresidential Demand Units 56
Nonresidential Estimates 58
Nonresidential Projections 58
Development Projections 59

EXECUTIVE SUMMARY

Tamarac, Florida, contracted with TischlerBise to update its impact fees pursuant to Florida Statutes § 163.31801. Cities in Florida may assess impact fees to offset infrastructure costs necessitated by future growth. Impact fees are one-time payments used to construct system improvements needed to accommodate future development. The fee represents future development's proportionate share of infrastructure costs. Impact fees may be used for infrastructure improvements or debt service for growth-related infrastructure. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

FLORIDA IMPACT FEE ENABLING LEGISLATION

The authority for Florida counties to adopt and collect impact fees to offset the demands future development creates for new infrastructure is well established. St. Johns County v. Northeast Florida Builders Association (583 So. 2d 635, 638 Fla. 1991) states, "The use of impact fees has become an accepted method of paying for public improvements that must be constructed to serve new growth."[1] State statutes specifically "encourage the use of innovative land development regulations which include provisions such as […] impact fees," and Florida courts have upheld local government's authority to adopt fees under general home rule and police power theories.[2]

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned mostly with procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, most of which were common to the practice already. Subsequent amendments to the Act, in 2009, removed prior notice requirements for impact fee reductions (but not increases) and purported to elevate the standard of judicial review. Under Florida law, impact fees must comply with the "dual rational nexus" test, which requires "a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in service units generated by new development. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision," St. Johns County, 583 So.2d at 637 (quoting Hollywood, Inc. 431 So. 2d at 611-12). Impact fee calculation studies, generally speaking, establish the pro rata, or proportionate, "need" for new infrastructure and implementing ordinances to ensure that new growth paying the fees receive a pro rata "benefit" from their expenditure.

In the most recent amendments to the Florida Impact Fee Act, House Bill 750 (2021) specified that impact fees can only be used for fixed capital expenditures, revised requirements for crediting contributions against the collection of impact fees, and restricted impact fee increases. Among the increase restrictions, an adopted increase of 25 percent or less must be phased over two years; increases between 25-50 percent must be phased over four years; no increase can exceed 50 percent; and impact fees cannot be

[1] Citing Home Builders & Contractors Association v. Palm Beach City., 446 So.2d 140 (Fla. 4th DCA 1984); Hollywood, Inc. v. Broward County, 431 So.2d 606 (Fla. 4th DCA 1983).
[2] See §163.3202(3), Fla. Stat.; see also Home Builders & Contractors Association, 446 So.2d 140.

increased more than once every four years. The restrictions can be bypassed if the jurisdiction complies with the impact fee rational nexus test; can demonstrate extraordinary circumstances; and the jurisdiction hold two publicly noticed workshops the need to exceed the limitations; and the increase is approved by no less than two-thirds vote of the governing body.

Tamarac is updating or implementing impact fees related to general government facilities and parks and recreation in order to fund capital facilities needed to meet the demand created by future development. The need for these services, and the infrastructure necessary to provide them, is driven by development; therefore, as vacant lands within Tamarac develop, or as existing uses expand, the demand imposed upon Tamarac for additional capital facilities increases proportionately.

The need for additional capacity for future development is further shown through an established level-of-service standard and Tamarac's existing capital improvement plan. Hollywood, Inc., 431 So.2d at 611 (holding that a plan for providing facilities at a reasonable level of service demonstrates "a reasonable connection between the need for additional park facilities and the growth in population"). Capital facilities necessary to provide this infrastructure have been provided by Tamarac to date; however, Tamarac will need to provide new residents and visitors with the same levels of service. The expenditures required to maintain existing levels of service are not necessitated by existing development, but rather by future development.

Furthermore, through the implementation of Tamarac's capital improvement plans, future development paying impact fees will receive a pro rata benefit from new facilities built with those fees. In addition, Tamarac's impact fee ordinance, including any amendments necessary to implement the fees recommended in this study, earmarks impact fees solely for capital facilities necessary to accommodate future development.

Finally, there are several steps Tamarac will take to ensure ongoing compliance with applicable Florida laws related to impact fees. First, it will continue to update and implement plans for expending impact fee revenues on the types of facilities TischlerBise has used to develop the fees in this study. In Florida, this is typically satisfied through the Capital Improvement Plan (CIP) and Capital Improvements Element (CIE) framework. Also, Tamarac will update its existing impact fee ordinance to ensure compliance with the approach used here and any developments in statutory and case law since Tamarac's fees were last updated. This update will address, among other things, earmarking of impact fee revenues, limitations on the use of revenues, revisions related to developer credits, and ongoing compliance with other city and state law requirements.

CONCEPTUAL DEVELOPMENT FEE CALCULATION

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for each type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the impact fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service

(LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per person. The third step in the impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/or park improvements.

GENERAL METHODOLOGIES

Impact fees for the capital improvements made necessary by new development must be based on the same level of service provided to existing development in the service area. There are three basic methodologies used to calculate impact fees that examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different capital improvements.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating impact fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new development will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion methodology is best suited for public facilities that will be expanded in regular increments to keep pace with development.

- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Evaluation of Credits

Regardless of the methodology, a consideration of credits is integral to the development of a legally defensible impact fee. There are two types of credits that should be addressed in impact fee studies and ordinances. The first is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the impact fee. This type of credit is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the impact fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

IMPACT FEE COMPONENTS

Figure 1 summarizes service areas, methodologies, and infrastructure components for each fee category. TischlerBise recommends a single, citywide service area for all impact fees.

Figure 1: Proposed Impact Fee Service Areas, Methodologies, and Cost Components

Infrastructure Category	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Parks	Citywide	N/A	Park Land, Park Improvements, Community Centers	N/A	Population
Government Facilities	Citywide	N/A	Government Buildings' Area, Government Facilities' Land	N/A	Population, Jobs
Multimodal Transportation	Citywide	N/A	Sidewalks, Bike Paths, Shared Paths/Trails	N/A	Person Trips

MAXIMUM ALLOWABLE IMPACT FEES

Impact fees for residential development will be assessed per dwelling unit, based on the type of unit, and nonresidential fees will be assessed per 1,000 square feet of floor area, based on the land use. Tamarac may adopt fees that are less than the maximum allowable fees shown below; however, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in Tamarac's LOS standards. All costs in the Impact Fee Study are in current dollars with no assumed inflation rate over time.

Figure 2: Maximum Allowable Impact Fees

Parks & Recreation				
Development Type	Maximum Allowable Fees	Current Fees	Increase / (Decrease)	Percent Change
Residential (Per Unit)				
Single Family (<1,500 Square Feet)	$6,356	$2,448	$3,908	160%
Single Family (1,500-2,499 Square Feet)	$9,517	$2,721	$6,796	250%
Single Family (>2,500 Square Feet)	$10,661	$3,052	$7,609	249%
Multi-Family	$6,122	$1,902	$4,220	222%
Senior Housing (Detached)	$6,293	$1,606	$4,687	292%
Senior Housing (Attached)	$3,475	$1,127	$2,348	208%
Nonresidential (per 1,000 Square Feet)				
Commercial[1]	$0	$0	$0	N/A
Office & Other Services[2]	$0	$0	$0	N/A
Institutional[3]	$0	$0	$0	N/A
General Light Industrial	$0	$0	$0	N/A
Warehousing	$0	$0	$0	N/A

General Government				
Development Type	Maximum Allowable Fees	Current Fees	Increase / (Decrease)	Percent Change
Residential (Per Unit)				
Single Family (<1,500 Square Feet)	$1,810	$618	$1,192	193%
Single Family (1,500-2,499 Square Feet)	$2,711	$688	$2,023	294%
Single Family (>2,500 Square Feet)	$3,036	$773	$2,263	293%
Multi-Family	$1,743	$458	$1,285	281%
Senior Housing (Detached)	$1,792	$409	$1,383	338%
Senior Housing (Attached)	$990	$287	$703	245%
Nonresidential (per 1,000 Square Feet)				
Commercial[1]	$2,241	$618	$1,623	263%
Office & Other Services[2]	$3,434	$364	$3,070	843%
Institutional[3]	$3,199	$528	$2,671	506%
General Light Industrial	$1,657	$205	$1,452	708%
Warehousing	$357	$45	$312	694%

Multimodal Transportation				
Development Type	Maximum Allowable Fees	Current Fees	Increase / (Decrease)	Percent Change
Residential (Per Unit)				
Single Family (<1,500 Square Feet)	$814	$841	($27)	-3%
Single Family (1,500-2,499 Square Feet)	$1,118	$940	$178	19%
Single Family (>2,500 Square Feet)	$1,227	$1,069	$158	15%
Multi-Family[4]	$821	$501	$320	64%
Senior Housing (Detached)	$525	$344	$181	53%
Senior Housing (Attached)	$395	$195	$200	103%
Nonresidential (per 1,000 Square Feet)				
Commercial[1]	$2,480	$1,334	$1,146	86%
Office & Other Services[2]	$1,101	$834	$267	32%
Institutional[3]	$2,294	$1,006	$1,288	128%
General Light Industrial	$342	$424	($82)	-19%
Warehousing	$174	$148	$26	17%

1. Using Shopping Center (ITE 820) as comparison for current fees
2. Using General Office (ITE 710) as comparison for current fees
3. Using Hospital (ITE 610) as comparison for current fees
4. Using Multi-Family, Mid-Rise (3-10 levels) as comparison for current fees.

IMPACT FEE INCREASE OPTIONS

Recent changes to the Florida Impact Fee Statue stipulates that impact fees may only be increased by a margin of 25% or 50% unless evidence of extraordinary circumstances is presented. Figure 3 below shows potential increases in the impact fee schedule that are in line with the current Statute, without demonstrating extraordinary circumstances. The increase of 25% or 50% can only be implemented if the maximum allowable impact fee is greater than those increments.

Figure 3: Impact Fee Increase Options

Parks & Recreation			
Development Type	**Current Fees**	**25% Increase**	**50% Increase**
Residential (Per Unit)			
Single Family (<1,500 Square Feet)	$2,448	$3,060	$3,672
Single Family (1,500-2,499 Square Feet)	$2,721	$3,401	$4,082
Single Family (>2,500 Square Feet)	$3,052	$3,815	$4,578
Multi-Family	$1,902	$2,378	$2,853
Senior Housing (Detached)	$1,606	$2,008	$2,409
Senior Housing (Attached)	$1,127	$1,409	$1,691
Nonresidential (per 1,000 Square Feet)			
Commercial[1]	$0	$0	$0
Office & Other Services[2]	$0	$0	$0
Institutional[3]	$0	$0	$0
General Light Industrial	$0	$0	$0
Warehousing	$0	$0	$0

General Government			
Development Type	**Current Fees**	**25% Increase**	**50% Increase**
Residential (Per Unit)			
Single Family (<1,500 Square Feet)	$618	$773	$927
Single Family (1,500-2,499 Square Feet)	$688	$860	$1,032
Single Family (>2,500 Square Feet)	$773	$966	$1,160
Multi-Family	$458	$573	$687
Senior Housing (Detached)	$409	$511	$614
Senior Housing (Attached)	$287	$359	$431
Nonresidential (per 1,000 Square Feet)			
Commercial[1]	$618	$773	$927
Office & Other Services[2]	$364	$455	$546
Institutional[3]	$528	$660	$792
General Light Industrial	$205	$256	$308
Warehousing	$45	$56	$68

Multimodal Transportation			
Development Type	**Current Fees**	**25% Increase**	**50% Increase**
Residential (Per Unit)			
Single Family (<1,500 Square Feet)	$841	$1,051	$1,262
Single Family (1,500-2,499 Square Feet)	$940	$1,175	$1,410
Single Family (>2,500 Square Feet)	$1,069	$1,336	$1,604
Multi-Family[4]	$501	$626	$752
Senior Housing (Detached)	$344	$430	$516
Senior Housing (Attached)	$195	$244	$293
Nonresidential (per 1,000 Square Feet)			
Commercial[1]	$1,334	$1,668	$2,001
Office & Other Services[2]	$834	$1,043	$1,251
Institutional[3]	$1,006	$1,258	$1,509
General Light Industrial	$424	$530	$636
Warehousing	$148	$185	$222

1. Using Shopping Center (ITE 820) as comparison for current fees
2. Using General Office (ITE 710) as comparison for current fees
3. Using Hospital (ITE 610) as comparison for current fees
4. Using Multi-Family, Mid-Rise (3-10 levels) as comparison for current fees.

RECOMMENDED IMPACT FEES

Given the City of Tamarac's desire to remain economically competitive with surrounding and peer communities, an increase of 25% over the current impact fees is being recommended for all fees where allowable, all other impact fees will be changed to their maximum allowable amount. Figure 4 shows the recommended impact fee schedule.

Figure 4: Recommended Impact Fees

Parks & Recreation				
Development Type	**Recommended Fees**	**Current Fees**	**Increase / (Decrease)**	**Percent Change**
Residential (Per Unit)				
Single Family (<1,500 Square Feet)	$3,060	$2,448	$612	25%
Single Family (1,500-2,499 Square Feet)	$3,401	$2,721	$680	25%
Single Family (>2,500 Square Feet)	$3,815	$3,052	$763	25%
Multi-Family	$2,378	$1,902	$476	25%
Senior Housing (Detached)	$2,008	$1,606	$402	25%
Senior Housing (Attached)	$1,409	$1,127	$282	25%
Nonresidential (per 1,000 Square Feet)				
Commercial[1]	$0	$0	$0	N/A
Office & Other Services[2]	$0	$0	$0	N/A
Institutional[3]	$0	$0	$0	N/A
General Light Industrial	$0	$0	$0	N/A
Warehousing	$0	$0	$0	N/A

General Government				
Development Type	**Recommended Fees**	**Current Fees**	**Increase / (Decrease)**	**Percent Change**
Residential (Per Unit)				
Single Family (<1,500 Square Feet)	$773	$618	$155	25%
Single Family (1,500-2,499 Square Feet)	$860	$688	$172	25%
Single Family (>2,500 Square Feet)	$966	$773	$193	25%
Multi-Family	$573	$458	$115	25%
Senior Housing (Detached)	$511	$409	$102	25%
Senior Housing (Attached)	$359	$287	$72	25%
Nonresidential (per 1,000 Square Feet)				
Commercial[1]	$773	$618	$155	25%
Office & Other Services[2]	$455	$364	$91	25%
Institutional[3]	$660	$528	$132	25%
General Light Industrial	$256	$205	$51	25%
Warehousing	$56	$45	$11	25%

Multimodal Transportation				
Development Type	**Recommended Fees**	**Current Fees**	**Increase / (Decrease)**	**Percent Change**
Residential (Per Unit)				
Single Family (<1,500 Square Feet)	$814	$841	($27)	-3%
Single Family (1,500-2,499 Square Feet)	$1,118	$940	$178	19%
Single Family (>2,500 Square Feet)	$1,227	$1,069	$158	15%
Multi-Family[4]	$626	$501	$125	25%
Senior Housing (Detached)	$430	$344	$86	25%
Senior Housing (Attached)	$244	$195	$49	25%
Nonresidential (per 1,000 Square Feet)				
Commercial[1]	$1,668	$1,334	$334	25%
Office & Other Services[2]	$1,043	$834	$209	25%
Institutional[3]	$1,258	$1,006	$252	25%
General Light Industrial	$342	$424	($82)	-19%
Warehousing	$174	$148	$26	17%

1. Using Shopping Center (ITE 820) as comparison for current fees
2. Using General Office (ITE 710) as comparison for current fees
3. Using Hospital (ITE 610) as comparison for current fees
4. Using Multi-Family, Mid-Rise (3-10 levels) as comparison for current fees.

IMPACT FEE PHASE-IN

In keeping with Florida law, any increase in impact fees of up to 25 percent must be implemented in two equal annual increments. Figure 5 shows the scheduled increase in the impact fee schedule over the 2 years following the passing of the ordinance.

Figure 5: Recommended Impact Fee Phase-In

Parks & Recreation					
Development Type	**Current Fees**	**Maximum Allowable Fees**	**Recommended Fees**	**Year 1**	**Year 2**
Residential (Per Unit)					
Single Family (<1,500 Square Feet)	$2,448	$6,356	$3,060	$2,754	$3,060
Single Family (1,500-2,499 Square Feet)	$2,721	$9,517	$3,401	$3,061	$3,401
Single Family (>2,500 Square Feet)	$3,052	$10,661	$3,815	$3,434	$3,815
Multi-Family	$1,902	$6,122	$2,378	$2,140	$2,378
Senior Housing (Detached)	$1,606	$6,293	$2,008	$1,807	$2,008
Senior Housing (Attached)	$1,127	$3,475	$1,409	$1,268	$1,409
Nonresidential (per 1,000 Square Feet)					
Commercial[1]	$0	$0	$0	$0	$0
Office & Other Services[2]	$0	$0	$0	$0	$0
Institutional[3]	$0	$0	$0	$0	$0
General Light Industrial	$0	$0	$0	$0	$0
Warehousing	$0	$0	$0	$0	$0

General Government					
Development Type	**Current Fees**	**Maximum Allowable Fees**	**Recommended Fees**	**Year 1**	**Year 2**
Residential (Per Unit)					
Single Family (<1,500 Square Feet)	$618	$1,810	$773	$695	$773
Single Family (1,500-2,499 Square Feet)	$688	$2,711	$860	$774	$860
Single Family (>2,500 Square Feet)	$773	$3,036	$966	$870	$966
Multi-Family	$458	$1,743	$573	$515	$573
Senior Housing (Detached)	$409	$1,792	$511	$460	$511
Senior Housing (Attached)	$287	$990	$359	$323	$359
Nonresidential (per 1,000 Square Feet)					
Commercial[1]	$618	$2,241	$773	$695	$773
Office & Other Services[2]	$364	$3,434	$455	$410	$455
Institutional[3]	$528	$3,199	$660	$594	$660
General Light Industrial	$205	$1,657	$256	$231	$256
Warehousing	$45	$357	$56	$51	$56

Multimodal Transportation					
Development Type	**Current Fees**	**Maximum Allowable Fees**	**Recommended Fees**	**Year 1**	**Year 2**
Residential (Per Unit)					
Single Family (<1,500 Square Feet)	$841	$814	$814	$814	$814
Single Family (1,500-2,499 Square Feet)	$940	$1,118	$1,118	$1,029	$1,118
Single Family (>2,500 Square Feet)	$1,069	$1,227	$1,227	$1,148	$1,227
Multi-Family[4]	$501	$821	$626	$564	$626
Senior Housing (Detached)	$344	$525	$430	$387	$430
Senior Housing (Attached)	$195	$395	$244	$219	$244
Nonresidential (per 1,000 Square Feet)					
Commercial[1]	$1,334	$2,480	$1,668	$1,501	$1,668
Office & Other Services[2]	$834	$1,101	$1,043	$938	$1,043
Institutional[3]	$1,006	$2,294	$1,258	$1,132	$1,258
General Light Industrial	$424	$342	$342	$342	$342
Warehousing	$148	$174	$174	$161	$174

1. Using Shopping Center (ITE 820) as comparison for current fees
2. Using General Office (ITE 710) as comparison for current fees
3. Using Hospital (ITE 610) as comparison for current fees
4. Using Multi-Family, Mid-Rise (3-10 levels) as comparison for current fees.

GENERAL GOVERNMENT FACILITIES IMPACT FEES

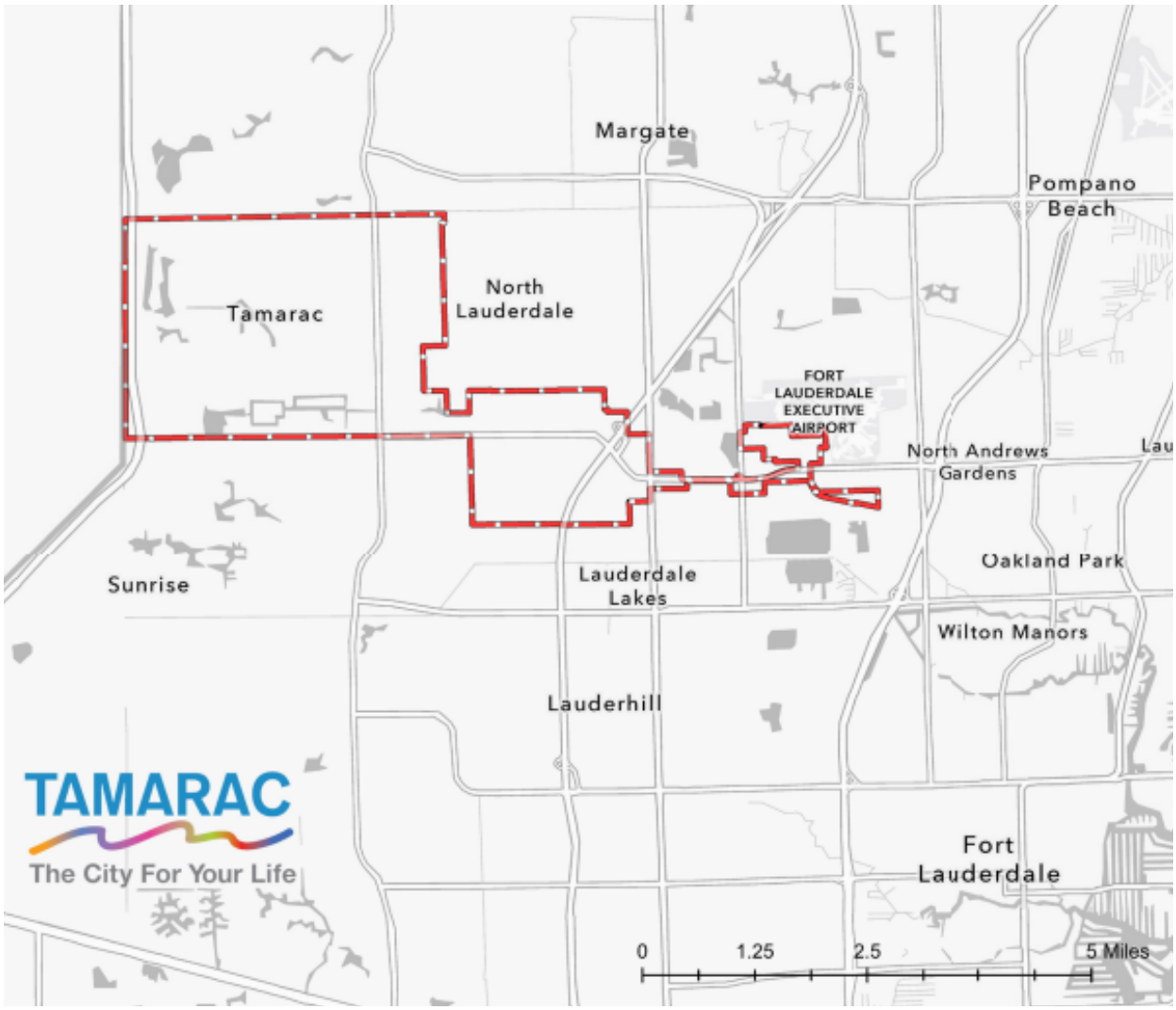
METHODOLOGY

The general government facilities impact fees include components for government facilities and land. The incremental expansion methodology is used for all components. For residential development, the fee methodology allocates the capital cost of buildings and land using population as the demand indicator. Employment per 1,000 square feet is used as the demand indicator to allocate capital costs for nonresidential development.

SERVICE AREA

Tamarac plans to provide a uniform level of service citywide; therefore, the government facilities impact fees will be assessed in a citywide service area.

Figure G1: General Government Facilities Impact Fee Service Area



PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The government facilities impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2022 estimates from the U.S. Census Bureau's OnTheMap web application, residential development accounts for approximately 79 percent of functional population and nonresidential development accounts for the remaining 21 percent.

Figure G2: Proportionate Share Factors

Demand Units in 2022					
Residential				Demand Hours/Day	Person Hours
	Population	71,578			
	Residents Not Working		38,825	20	776,500
	Employed Residents		32,753		
	Residents Employed in Tamarac		1,408	14	19,712
	Residents Employed outside Tamarac		31,345	14	438,830
				Residential Subtotal	1,235,042
				Residential Share	**79%**
Nonresidential					
	Residents Not Working		38,825	4	155,300
	Jobs Located in Tamarac		16,404		
	Residents Employed in Tamarac		1,408	10	14,080
	Non-Resident Workers (Inflow Commuters)		14,996	10	149,960
				Nonresidential Subtotal	319,340
				Nonresidential Share	**21%**
				Total	1,554,382

Source: U.S. Census Bureau, OnTheMap 6.25.1 Application and LEHD Origin-Destination Employment Statistics.

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit type. Proportionate share attributable to nonresidential development will be allocated to jobs and then converted to a fee amount by nonresidential land use type using average employment density factors by type of land use.

LEVEL-OF-SERVICE ANALYSIS

Government Facilities – Incremental Expansion

Tamarac will maintain current levels of service to serve future development by incrementally expanding government facilities. As shown in Figure G3, Tamarac has four general government facilities that total 133,830 square feet of space. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses daytime population outlined in Figure G2. For residential development, the City's existing level of service is 1.4210 square feet per person (133,830 square feet X 79 percent residential share / 74,401 persons). For nonresidential development, the existing level of service is 1.5652 square feet per job (133,830 square feet X 21 percent nonresidential share / 17,956 jobs).

Based on discussions with City staff, this analysis uses a construction cost estimate of $300 per square foot. This results in costs per demand unit of $426.30 per person (1.4210 square feet per person X $300 per square foot) and $469.55 per job (1.5652 square feet per job X $300 per square foot).

Figure G3: Existing Level of Service for Government Facilities

Description	SqFt
City Hall	65,860
BSO	26,600
Public Services (North & Building Dept.)	21,370
Public Services (South & IT Dept.)	20,000
Total	**133,830**

Cost Allocation Factors	
Cost per Square Foot	$300

Level-of-Service (LOS) Standards	
Existing Square Feet	133,830.0
Residential	
Residential Share	79%
2024 Population	74,401
Square Feet per Person	1.4210
Cost per Person	**$426.30**
Nonresidential	
Nonesidential Share	21%
2024 Jobs	17,956
Square Feet per Job	1.5652
Cost per Job	**$469.55**

Source: City of Tamarac, Florida.

Government Facilities Land – Incremental Expansion

An incremental expansion methodology is also used for the land component of the government facilities impact fee. As shown in Figure G4, the City has 3 parcels of land totaling 40.4 acres. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses daytime population outlined in Figure G2. Tamarac's existing level of service for residential development is 0.0004 acres per person (40.4 acres X 79 percent residential share / 74,401 persons). For nonresidential development, the existing level of service is 0.0005 acres per job (40.4 acres X 21 percent nonresidential share / 17,956 jobs).

Based on discussions with City staff, this analysis uses a land cost of $1,239,000 per acre. This results in costs per demand unit of $531.49 per person (0.0004 acres per person X $1,239,000 per acre) and $585.41 per job (0.0005 acres per job X $1,239,000 per square foot).

Figure G4: Existing Level of Service for Land

Description	Acres
City Hall & BSO	13.0
Public Services (North & Building Dept.)	17.4
Public Services (South & IT Dept.)	10.0
Total	**40.4**

Cost Allocation Factors	
Cost per Acre	$1,239,000

Level-of-Service (LOS) Standards	
Existing Acres	40.4
Residential	
Residential Share	79%
2024 Population	74,401
Acres per Person	0.0004
Cost per Person	**$531.49**
Nonresidential	
Nonesidential Share	21%
2024 Jobs	17,956
Acres per Job	0.0005
Cost per Job	**$585.41**

Source: City of Tamarac, Florida.

PROJECTED DEMAND FOR GENERAL GOVERNMENT INFRASTRUCTURE

Government Facilities

Based on a projected population increase of 6,290 persons, future residential development has projected demand for approximately 8,938 square feet of general government facilities (6,290 additional persons X 1.4210 square feet per person). With projected employment growth of 1,538 jobs, future nonresidential development demands approximately 2,407 square feet of general government facilities (1,538 additional jobs X 1.5652 square feet per job). Based on the cost per square foot of $300, the total projected growth-related expenditure on government facilities is $3,403,419 (11,345 square feet X $300 per square foot).

Figure G5: Projected Demand for General Government Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per SqFt
Government Facilities	1.4210 Square Feet 1.5652 Square Feet	per Person per Job	$300

Demand for Government Facilities					
Year	Population	Jobs	Government Facilities Square Feet		
			Residential	Nonresidential	Total
2024	74,401	17,956	105,726	28,104	133,830
2025	75,041	18,112	106,634	28,349	134,984
2026	75,659	18,264	107,513	28,586	136,099
2027	76,283	18,416	108,400	28,825	137,224
2028	76,912	18,570	109,293	29,065	138,358
2029	77,546	18,725	110,194	29,308	139,502
2030	78,185	18,881	111,102	29,552	140,655
2031	78,804	19,033	111,982	29,789	141,771
2032	79,428	19,185	112,869	30,028	142,897
2033	80,057	19,339	113,763	30,269	144,031
2034	80,691	19,494	114,663	30,511	145,175
10-Yr Increase	**6,290**	**1,538**	**8,938**	**2,407**	**11,345**
Growth-Related Expenditures			$2,681,331	$722,088	$3,403,419

Land

Figure G6 shows projected demand for general government land. Based on a projected population increase of 6,290 persons, future residential development demands approximately 2.7 acres of land (6,290 additional persons X 0.0004 acres per person). With projected employment growth of 1,538 jobs, future nonresidential development demands approximately 0.7 acres of land (1,538 additional jobs X 0.0005 acres per job). Future development demands approximately 3.4 acres of land for general government facilities at a cost of $4,243,198 (3.2 acres X $1,239,000 per acre).

Figure G6: Projected Demand for General Government Facility Land

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Government Facilities Land	0.0004 Acres 0.0005 Acres	per Person per Job	$1,239,000

Demand for Government Facilities					
Year	Population	Jobs	Government Facilities Acreage		
			Residential	Nonresidential	Total
2024	74,401	17,956	31.9	8.5	40.4
2025	75,041	18,112	32.2	8.6	40.7
2026	75,659	18,264	32.5	8.6	41.1
2027	76,283	18,416	32.7	8.7	41.4
2028	76,912	18,570	33.0	8.8	41.8
2029	77,546	18,725	33.3	8.8	42.1
2030	78,185	18,881	33.5	8.9	42.5
2031	78,804	19,033	33.8	9.0	42.8
2032	79,428	19,185	34.1	9.1	43.1
2033	80,057	19,339	34.3	9.1	43.5
2034	80,691	19,494	34.6	9.2	43.8
10-Yr Increase	**6,290**	**1,538**	**2.7**	**0.7**	**3.4**
Growth-Related Expenditures			$3,342,938	$900,260	$4,243,198

CREDITS

A credit is not necessary for general government facilities impact fees since the City does not have any debt for existing government facilities infrastructure.

GENERAL GOVERNMENT FACILITIES IMPACT FEES

Infrastructure components and cost factors for government facilities impact fees are summarized in the upper portion of Figure G7. The cost for government facilities impact fees is $957.80 per person and $1,054.97 per job.

Government facilities impact fees for residential development are assessed according to the number of persons per housing unit. The maximum allowable multi-family fee of $1,743 is calculated using a cost of $957.80 per person multiplied by 1.82 persons per multi-family housing unit.

Government facilities impact fees for nonresidential development are assessed according to the number of jobs generated per 1,000 square feet of floor area. The maximum supportable commercial fee of $2,241 per 1,000 square feet is calculated using a cost of $1,054.97 per job multiplied by 2.12 jobs per 1,000 square feet of commercial development.

Figure G7: Schedule of General Government Facilities Impact Fees

Fee Component	Cost per Person	Cost per Job
Government Facilities Land	$531.49	$585.41
Government Facilities	$426.30	$469.55
Total	**$957.80**	**$1,054.97**

Residential Development	Fees per Unit			
Development Type	Persons per Housing Unit[1]	Maximum Allowable Fees	Current Fees	Recommended Fees
Single Family (<1,500 Square Feet)	1.89	**$1,810**	**$618**	**$773**
Single Family (1,500-2,499 Square Feet)	2.83	**$2,711**	**$688**	**$860**
Single Family (>2,500 Square Feet)	3.17	**$3,036**	**$773**	**$966**
Multi-Family	1.82	**$1,743**	**$458**	**$573**
Senior Housing (Single Family)	1.87	**$1,792**	**$409**	**$511**
Senior Housing (Multi-Family)	1.03	**$990**	**$287**	**$359**

Nonesidential Development	Fees per 1,000 Square Feet			
Development Type	Average Jobs per 1,000 Square Feet[1]	Maximum Allowable Fees	Current Fees	Recommended Fees
Commercial[2]	2.12	**$2,241**	**$618**	**$773**
Office & Other Services[3]	3.26	**$3,434**	**$364**	**$455**
Institutional[4]	3.03	**$3,199**	**$528**	**$660**
General Light Industrial	1.57	**$1,657**	**$205**	**$256**
Warehousing	0.34	**$357**	**$45**	**$56**

1. See Land Use Assumptions
2. Using Shopping Center (ITE 820) as comparison for current fees
3. Using General Office (ITE 710) as comparison for current fees
4. Using Hospital (ITE 610) as comparison for current fees

GENERAL GOVERNMENT FACILITIES IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the government facilities impact fees shown on the previous page. For the purposes of this projection, the impact fee for single-family development between 1,500 and 2,499 square feet is used to represent all single family development and the impact fee for general light industrial development is used to represent all industrial development. Fees from the proposed phase-in schedule in Figure 5 are used for the purposes of this cash flow projection. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenues are approximately $2.49 million and projected expenditures are approximately $5.16 million. This discrepancy is in large part due to the proposed impact fees being a 25 percent increase rather than the maximum allowable fees. Based on the actual mix of future residential and nonresidential construction, the projected general government facilities impact fee revenue shown below may change.

Figure G8: Projected General Government Facilities Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Government Facilities Land	$4,243,198	$0	$4,243,198
Government Facilities	$3,403,419	$0	$3,403,419
Total	**$7,646,617**	**$0**	**$7,646,617**

		Single-Family*	Multi-Family	Industrial**	Commercial	Office	Institutional
Year 1 Fee		$774	$515	$231	$695	$410	$594
Years 2-10 Fee		$860	$573	$256	$773	$455	$660
		per unit	per unit	per KSF	per KSF	per KSF	per KSF
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	18,201	16,869	3,219	2,357	1,220	1,763
Year 1	2025	18,360	17,016	3,236	2,373	1,236	1,780
Year 2	2026	18,513	17,158	3,252	2,389	1,251	1,796
Year 3	2027	18,667	17,302	3,269	2,405	1,266	1,812
Year 4	2028	18,823	17,446	3,286	2,421	1,282	1,829
Year 5	2029	18,980	17,592	3,303	2,437	1,297	1,846
Year 6	2030	19,138	17,739	3,320	2,453	1,313	1,863
Year 7	2031	19,291	17,881	3,337	2,469	1,328	1,879
Year 8	2032	19,446	18,025	3,353	2,485	1,343	1,895
Year 9	2033	19,602	18,169	3,370	2,501	1,358	1,912
Year 10	2034	19,759	18,315	3,387	2,517	1,374	1,929
10-Year Increase		1,558	1,446	169	160	154	166
Projected Revenue		**$1,325,879**	**$819,388**	**$42,774**	**$122,123**	**$69,293**	**$108,325**

Projected Fee Revenue	$2,487,781
Existing Development Share	$5,158,836

* Using the fee for a single family home between 1,500 and 2,499 square feet

** Using the fee for general light industrial development

PARKS AND RECREATION IMPACT FEES

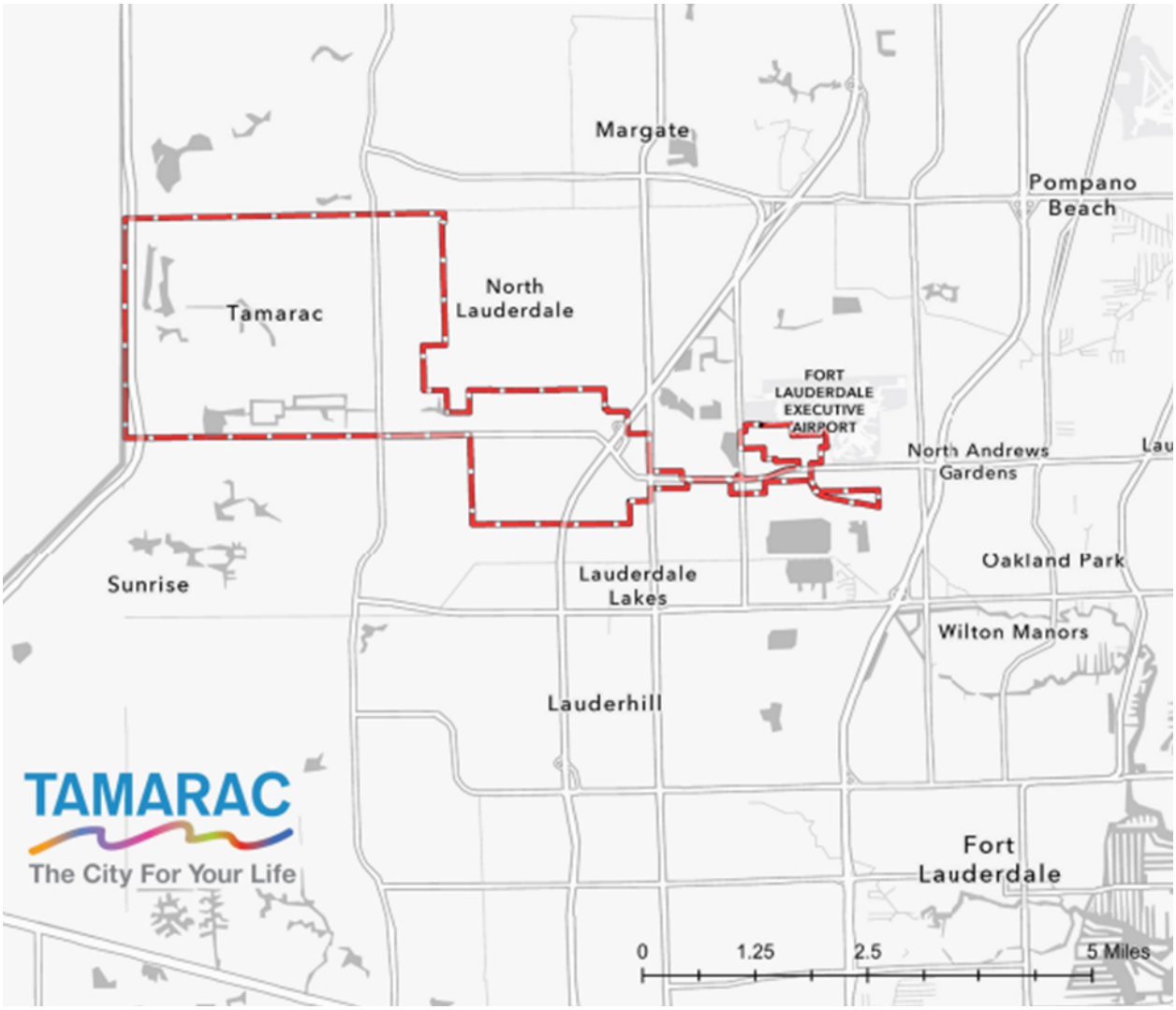
METHODOLOGY

The parks and recreation impact fees include components for park land, park amenities, and community centers. The incremental expansion methodology is used for all components. For residential development, the fee methodology allocates the capital cost of park infrastructure using population as the demand indicator.

SERVICE AREA

Tamarac plans to provide a uniform level of service and equal access to parks within the city limits; therefore, the parks and recreation impact fees will be assessed in a citywide service area.

Figure PR1: Parks and Recreation Impact Fee Service Area



PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities for new development. The parks and recreation impact fees allocate 100 percent of the cost of capital facilities to residential development. The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit type.

LEVEL-OF-SERVICE ANALYSIS

Park Land – Incremental Expansion

The City of Tamarac plans to maintain current levels of service to serve future development by incrementally expanding its inventory of park land. Tamarac's existing inventory includes 167.4 acres of land, and this analysis allocates 100 percent of demand to residential development. Tamarac's existing level of service for residential development is 0.0022 acres per person (167.4 acres X 100 percent residential share / 74,401 persons).

Based on discussions with City staff, this analysis uses a land acquisition cost of $1,239,000 per acre. This results in a cost per unit of $2,787.36 per person (0.0022 acres per person X $1,239,000 per acre).

Figure PR2: Existing Level of Service for Park Land

Description	Acres
Tamarac Sports Complex	35.7
Tamarac Park	10.4
Gary B Jones Park for People and Pups	3.5
Caporella Park	9.3
Mainland's Park	23.0
Sunset Point Park	8.5
Tephord Park	20.0
Veterans Memorial Park	6.3
Tamarac Commons Park	0.5
Southgate Boulevard Linear Park	48.2
Landings Park	2.0
Total	**167.4**

Cost Allocation Factors	
Cost per Acre	$1,239,000

Level-of-Service (LOS) Standards	
Existing Acres	167.4
Residential	
Residential Share	100%
2024 Population	74,401
Acres per Person	0.0022
Cost per Person	**$2,787.36**

Source: Tamarac Parks and Recreation and Public Services Department.

Park Improvements – Incremental Expansion

Tamarac currently has 1,425 park improvements in its parks (a full inventory is shown in Figure PR3), and the City plans to construct additional park improvements to serve future development. Based on costs from City's current parks master plan and parks maintenance and operations plan, information provided by city staff, and TischlerBise cost estimates, the total value of Tamarac's existing park improvements is $27,243,200. When the replacement value of park improvements is compared to the number of improvements, the weighted average cost is $19,118 per park amenity ($27,243,200 total cost / 1,425 park improvements).

Figure PR3: Existing Inventory of Park Improvements

Description	Improvements	Unit Cost	Replacement Cost
Pier	3	$21,000	$63,000
Shelter	20	$20,000	$400,000
Picnic Table	80	$700	$56,000
Grill	23	$200	$4,600
Bench	65	$1,000	$65,000
Water Fountain	16	$1,000	$16,000
Parking Space	1,047	$2,000	$2,094,000
Covered Playground	2	$260,000	$520,000
Bike Rack	6	$500	$3,000
Dog Waste Station	8	$500	$4,000
Exercise Station	19	$150,000	$2,850,000
Fitness Station	5	$150,000	$750,000
Trash Cans	19	$400	$7,600
Restroom	34	$150,000	$5,100,000
Stage	1	$150,000	$150,000
Concession	5	$25,000	$125,000
Meeting Room	1	$20,000	$20,000
Basketball Court	5	$30,000	$150,000
Tennis Court	4	$100,000	$400,000
Press Box	1	$35,000	$35,000
Artificial Field	1	$1,000,000	$1,000,000
Grass Field	1	$80,000	$80,000
Scoreboard	8	$10,000	$80,000
Baseball Field	7	$500,000	$3,500,000
Batting Cage	3	$10,000	$30,000
Skate Park	1	$500,000	$500,000
Bleachers	30	$250,000	$7,500,000
Uncovered Playground	2	$240,000	$480,000
Rock Climb Wall	3	$200,000	$600,000
Boat Ramp	1	$30,000	$30,000
Scorer's Box	2	$15,000	$30,000
Pool	1	$500,000	$500,000
Gym	1	$100,000	$100,000
Total	**1,425**	**$19,118**	**$27,243,200**

As stated previously, this analysis allocates 100 percent of demand to residential development. The City's existing level of service for residential development is 0.0192 improvements per person (1,425 improvements X 100 percent residential share / 74,401 persons).

Based on the total cost of Tamarac's existing park improvements, the weighted average replacement cost is $19,118 per improvement. This results in a cost per demand unit of $366.16 per person (0.0192 improvements per person X $19,118 per amenity).

Figure PR4: Existing Level of Service for Park Improvements

Cost Allocation Factors	
Cost per Improvement	$19,118

Level-of-Service (LOS) Standards	
Existing Improvements	1,425
Residential	
Residential Share	100%
2024 Population	74,401
Improvements per Person	0.0192
Cost per Person	**$366.16**

Source: Tamarac Parks and Recreation and Public Services Department.

Community Centers – Incremental Expansion

Figure PR5 provides information related to Community Centers in Tamarac. The City has four Community Centers totaling 51,966 square feet. To determine the existing level of service, Community Center square footage is compared to existing population, resulting in a level of service of 0.6985 square feet per person (51,966 square feet X 100 percent residential share / 74,401 persons).

Based on discussions with City staff, this analysis uses a construction cost of $300 per square foot. When the cost per square foot is compared to the existing level of service, the cost per demand indicator is $209.54 per person (0.6985 square feet per person X $300 per square foot).

Figure PR5: Existing Level of Service for Community Centers

Description	Square Feet
Caporella Squatic and Wellness Complex	3,000
Multi-Purpose Center	16,466
Tamarac Community Center	31,000
Tamarac Recreation Center	1,500
Total	**51,966**

Cost Allocation Factors	
Cost per Square Foot	$300

Level-of-Service (LOS) Standards	
Existing Square Feet	51,966
Residential	
Residential Share	100%
2024 Population	74,401
Square Feet per Person	0.6985
Cost per Person	**$209.54**

Source: Tamarac Parks and Recreation and Public Services Department.

PROJECTED DEMAND FOR PARK INFRASTRUCTURE

Park Land

Projected demand for park land is shown in Figure PR6. Based on a projected population increase of 6,290 persons, future residential development is projected to demand 14.1 additional acres of park land (6,290 additional persons X 0.0022 acres per person) at a cost of $17,531,678 (14.1 acres X $1,239,000 per acre).

Figure PR6: Projected Demand for Park Land

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Park Land	0.0022 Acres	per Person	$1,239,000

Demand for Park Land		
Year	Population	Acres
2024	74,401	167.4
2025	75,041	168.8
2026	75,659	170.2
2027	76,283	171.6
2028	76,912	173.0
2029	77,546	174.5
2030	78,185	175.9
2031	78,804	177.3
2032	79,428	178.7
2033	80,057	180.1
2034	80,691	181.5
10-Yr Increase	**6,290**	**14.1**

Growth-Related Expenditures	$17,531,678

Park Improvements

Projected demand for Park Improvements is shown in Figure PR7. Based on a projected population increase of 6,290 persons, future residential development demands approximately 120.5 park improvements (6,290 additional persons X 0.0192 amenities per person) at a cost of $2,303,068 (120.5 park amenities X $19,118 per amenity).

Figure PR7: Projected Demand for Park Improvements

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Improvements	0.0192 Improvements	per Person	$19,118

Demand for Park Improvements		
Year	Population	Improvements
2024	74,401	1,425.0
2025	75,041	1,437.2
2026	75,659	1,449.1
2027	76,283	1,461.0
2028	76,912	1,473.1
2029	77,546	1,485.2
2030	78,185	1,497.5
2031	78,804	1,509.3
2032	79,428	1,521.3
2033	80,057	1,533.3
2034	80,691	1,545.5
10-Yr Increase	**6,290**	**120.5**

Growth-Related Expenditures	$2,303,068

Community Centers

Projected demand for Community Space is shown in Figure PR8. Based on a projected population increase of 6,290 persons, future residential development demands approximately 4,393 square feet of community centers (6,290 additional persons X 0.6985 square feet per person) at a cost of $1,317,920 (4,393 square feet X $300 per square foot).

Figure PR8: Projected Demand for Community Centers

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq. Ft.
Community Centers	0.6985 Square Feet	per Person	$300

Demand for Community Centers		
Year	Population	Square Feet
2024	74,401	51,966
2025	75,041	52,413
2026	75,659	52,845
2027	76,283	53,280
2028	76,912	53,719
2029	77,546	54,162
2030	78,185	54,609
2031	78,804	55,041
2032	79,428	55,477
2033	80,057	55,916
2034	80,691	56,359
10-Yr Increase	**6,290**	**4,393**

Growth-Related Expenditures	$1,317,920

CREDITS

A credit is not necessary for parks and recreation impact fees since the City does not have any debt for existing parks infrastructure.

PARKS AND RECREATION IMPACT FEES

Infrastructure components and cost factors for parks and recreation impact fees are summarized in the upper portion of Figure PR9. The cost for parks and recreation impact fees is $3,363.06 per person, and Tamarac will not assess parks and recreation impact fees to nonresidential development.

Parks and recreation impact fees for residential development are assessed according to the number of persons per housing unit. The maximum allowable multi-family fee of $6,121 is calculated using a cost of $3,363.06 per person multiplied by 1.82 persons per multi-family unit.

Figure PR9: Schedule of Parks and Recreation Impact Fees

Fee Component	Cost per Person
Park Land	$2,787.36
Park Improvements	$366.16
Community Centers	$209.54
Total	**$3,363.06**

Residential Development	Fees per Unit			
Development Type	Persons per Housing Unit[1]	Maximum Allowable Fees	Current Fees	Recommended Fees
Single Family (<1,500 Square Feet)	1.89	**$6,356**	**$2,448**	**$3,060**
Single Family (1,500-2,499 Square Feet)	2.83	**$9,517**	**$2,721**	**$3,401**
Single Family (>2,500 Square Feet)	3.17	**$10,661**	**$3,052**	**$3,815**
Multi-Family	1.82	**$6,122**	**$1,902**	**$2,378**
Senior Housing (Detached)	1.87	**$6,293**	**$1,606**	**$2,008**
Senior Housing (Attached)	1.03	**$3,475**	**$1,127**	**$1,409**

1. See Land Use Assumptions

PARK AND RECREATION IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the park and recreation impact fees shown on the previous page. For the purposes of this projection, the impact fee for single-family development between 1,500 and 2,499 square feet is used to represent all single family development. Fees from the proposed phase-in schedule in Figure 5 are used for the purposes of this cash flow projection. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenues are approximately $8.65 million and projected expenditures are approximately $21.2 million. This discrepancy is in large part due to the proposed impact fees being a 25 percent increase rather than the maximum allowable fees. Based on the actual mix of future residential construction, the projected parks and recreation impact fee revenue shown below may change.

Figure PR10: Projected Park and Recreation Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Park Land	$17,531,678	$0	$17,531,678
Park Improvements	$2,303,068	$0	$2,303,068
Community Centers	$1,317,920	$0	$1,317,920
Total	**$21,152,666**	**$0**	**$21,152,666**

		Year 1 Fee Years 2-10 Fee	Single Family* $3,061 $3,401 per unit	Multi-Family $2,140 $2,378 per unit
Year			Hsg Unit	Hsg Unit
Base	2024		18,201	16,869
Year 1	2025		18,360	17,016
Year 2	2026		18,513	17,158
Year 3	2027		18,667	17,302
Year 4	2028		18,823	17,446
Year 5	2029		18,980	17,592
Year 6	2030		19,138	17,739
Year 7	2031		19,291	17,881
Year 8	2032		19,446	18,025
Year 9	2033		19,602	18,169
Year 10	2034		19,759	18,315
10-Year Increase			1,558	1,446
Projected Revenue			**$5,243,776**	**$3,402,785**

Projected Fee Revenue	$8,646,560
Existing Development Share	$12,506,106

* Using the fee for a single family home between 1,500 and 2,499 square feet

MULTI-MODAL TRANSPORTATION IMPACT FEES

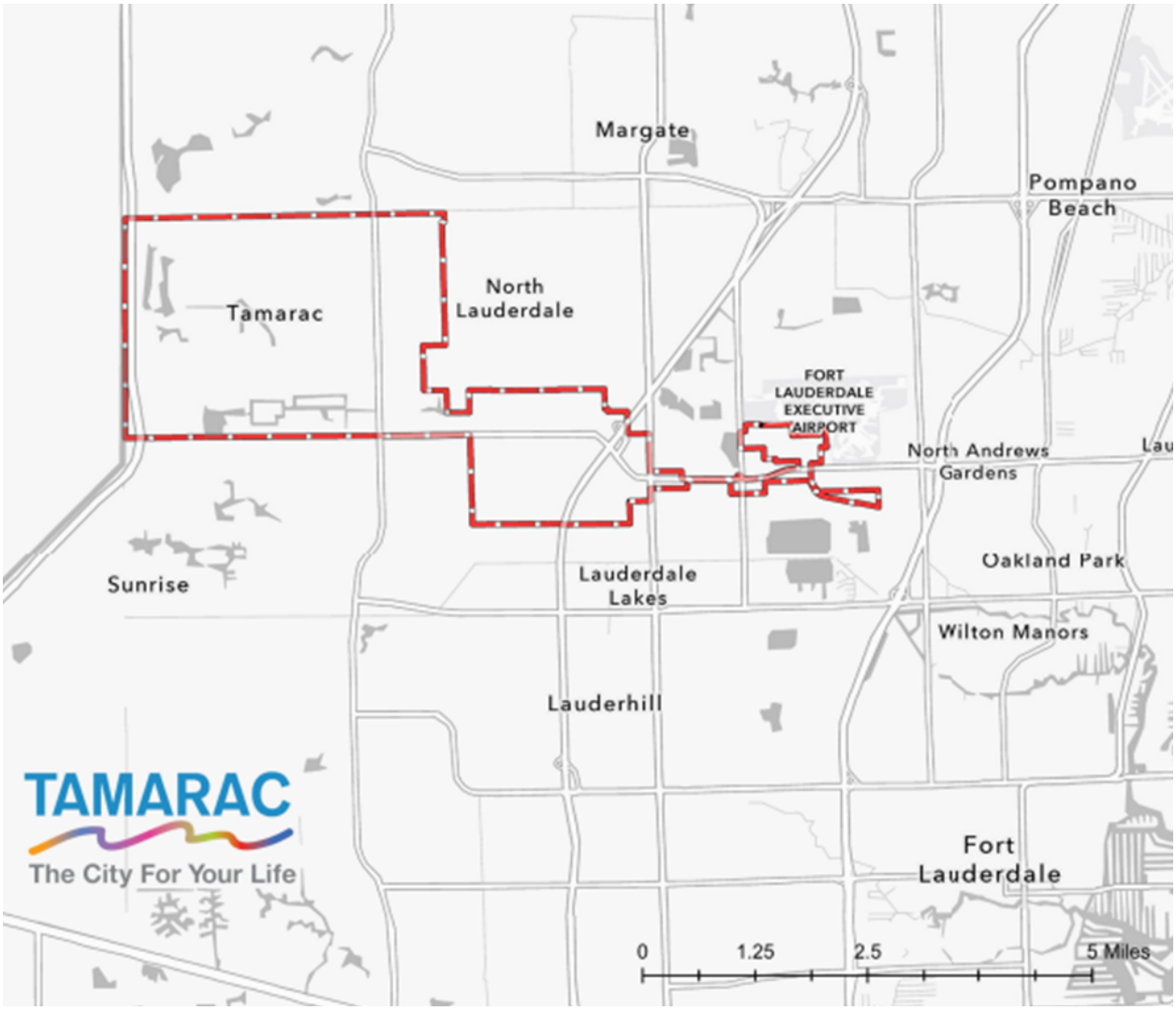
METHODOLOGY

The multi-modal transportation impact fees include components for shared paths/trails, sidewalks, and bike lanes. The incremental expansion methodology is used for the multi-modal transportation impact fee. The multi-modal transportation impact fee is calculated using person trips as the demand base. Costs are allocated to both residential and nonresidential development using trip generation rates, trip adjustment factors, and trip length adjustment factors. Residential trip generation rates are customized to Tamarac's residential development for single family units, as discussed in the following sections. Nonresidential trip generation rates are highest for retail/commercial development and lowest for industrial development, whereas trip rates for office and institutional development fall between the other two categories.

SERVICE AREA

Tamarac plans to provide a uniform level of service and equal access to multi-modal transportation infrastructure within the city limits; therefore, the parks and recreation impact fees will be assessed in a citywide service area.

Figure T1: Multi-Modal Transportation Impact Fee Service Area



PROPORTIONATE SHARE

Transportation impact fees should be proportionate to the cost of transportation infrastructure needed to accommodate new development. The multi-modal transportation impact fees allocate the cost of transportation infrastructure between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

VEHICLE TRIPS

Average weekday vehicle trips are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 11th Edition*, published by the Institute of Transportation Engineers (ITE) in 2021. A vehicle trip end represents a vehicle entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate the impact fees, trip generation rates are adjusted to avoid double counting each trip at both the origin and destination points. The basic trip adjustment factor is 50 percent. As discussed further below, the impact

fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data. In order to maintain the City's current fee structure, ITE national averages are used for multi-family units and custom rates are used for single family units.

Vehicle Trip Ends by Single Family Bedroom Range

TischlerBise recommends a fee schedule where larger units pay higher impact fees than smaller units for single family development. Benefits of the proposed methodology include: 1) proportionate assessment of infrastructure demand using local demographic data, and 2) a progressive fee structure (i.e., smaller units pay less, and larger units pay more).

TischlerBise creates custom tabulations of demographic data by bedroom range from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, and Tamarac is in Public Use Microdata Area (PUMA) 01105. Shown in Figure T2, cells with yellow shading indicate the unweighted survey results, which yield the unadjusted number of persons and vehicles available per single family housing unit. Unadjusted persons per housing unit and vehicles per housing unit are adjusted to control totals in Tamarac – 2.35 persons per single family housing unit and 1.52 vehicles per single family unit. The analysis multiplies adjusted persons per housing unit estimates by the ITE weighted average trip rate per person to estimate trip ends per housing unit based on persons. The analysis multiplies adjusted vehicles per housing unit estimates by the ITE weighted average trip rate per vehicle to estimate trip ends per housing unit based on vehicles. Finally, the analysis calculates average trip ends per housing unit using the average number of trip ends per person and per vehicle. Single Family housing units with 0-2 bedrooms generate 6.60 vehicle trips ends per day and single family housing units with 4+ bedrooms generate 10.50 vehicle trip ends per day.

Figure T2: Vehicle Trip Ends by Single Family Bedroom Range

Bedroom Range	Persons[1]	Vehicles Available[1]	Housing Units[1]	Housing Mix	Unadjusted PPHU	Adjusted PPHU[2]	Unadjusted VPHU	Adjusted VPHU[2]
0-2	874	650	429	44%	2.04	1.94	1.52	1.26
3	1,117	862	433	44%	2.58	2.46	1.99	1.66
4+	425	272	120	12%	3.54	3.38	2.27	1.89
Total	2,416	1,784	982	100%	2.46	2.35	1.82	1.52

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Wtd Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons[3]	AWVTE per HU Based on Vehicles[4]	AWVTE per Housing Unit[5]
0-2	5.15	8.04	6.60
3	6.53	10.56	8.55
4	8.96	12.03	10.50
Average	6.22	9.64	7.93

1. American Community Survey, Public Use Microdata Sample for FL PUMA 01105 (2019-2023 5-Year unweighted data).
2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Tamarac, based on American Community Survey 2019-2023 5-Year Estimates.
3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person.
4. Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle.
5. Average trip rates based on persons and vehicles per housing Unit.

Vehicle Trip Ends by Single Family Housing Size

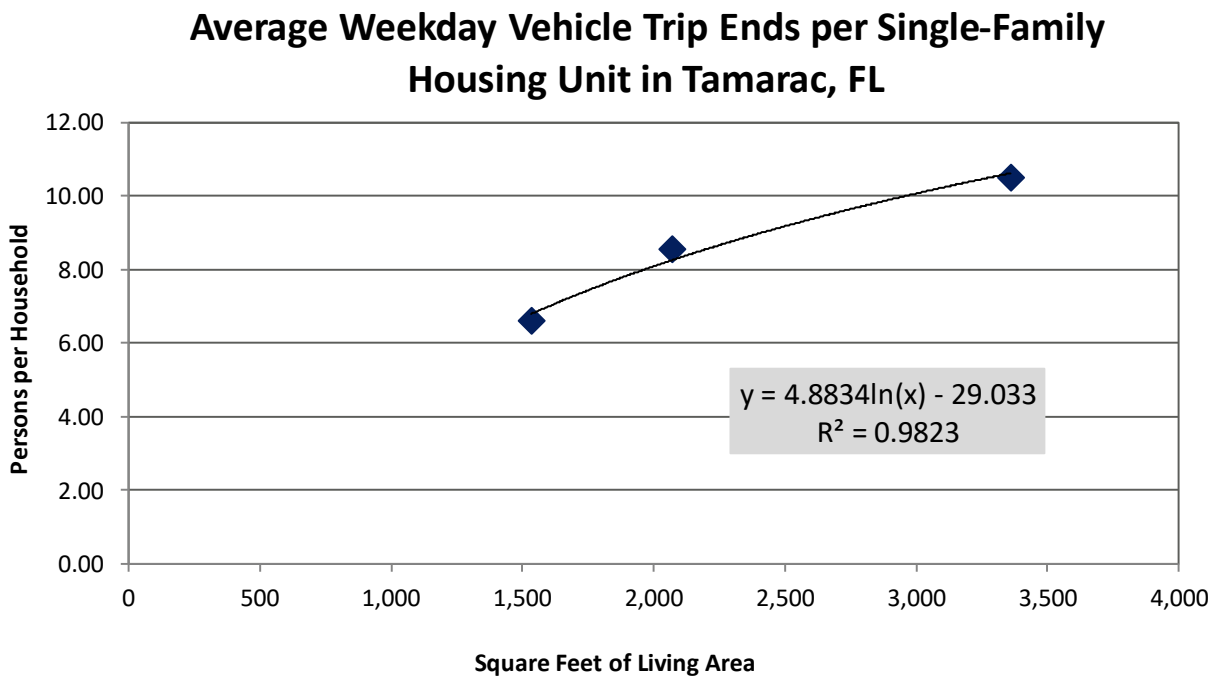
To derive average weekday vehicle trip ends by single family dwelling size, Tischler Bise uses 2023 U.S. Census Bureau data for single family housing units constructed in the South Atlantic region. Based on 2023 estimates, living areas range from 1,532 square feet for 0 to 2 bedroom housing units up to 3,357 square feet for 4+ bedroom housing units. Citywide average floor area and weekday vehicle trip ends, by bedroom range, are plotted in Figure T3 with a logarithmic trend line formula to derive trip ends by single family housing unit size. TischlerBise recommends a minimum size of 1,500 square feet or less and a maximum size of 2,500 square feet or larger.

A medium-size single family unit with 1,501 to 2,499 square feet has a fitted-curve value of 9.17 vehicle trip ends on an average weekday – this is less than the national average of 9.43 vehicle trip ends per single-family unit. A small single family unit of 1,500 square feet or less generates 6.68 vehicle trip ends, and this represents 73 percent of demand from a medium-size unit. A large unit of 3,501 square feet or more generates 10.74 vehicle trip ends, and this represents 110 percent of demand from a medium-size unit. With a “one-size-fits-all” approach, small units pay more than their proportionate share while large units pay less than their proportionate share.

Figure T3: Vehicle Trip Ends by Housing Size

Average persons per household derived from 2019-2023 ACS 5-Year PUMS data including Tamarac. Unit sizes by bedroom from the 2023 U.S. Census Bureau average for all single family units constructed in the South Atlantic region.

Actual Averages per Household			Fitted-Curve Values	
Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
0-2	1,532	6.60	1,500 or less	**6.68**
3	2,070	8.55	1,501 to 2,499	**9.17**
4+	3,357	10.50	2,500 or more	**10.07**



Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) which generates 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure T4: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use Group	Demand Unit	Avg Wkdy Trip Ends Per Demand Unit[1]	Avg Wkdy Trip Ends Per Employee[1]	Employees Per Demand Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
254	Assisted Living	1,000 Sq Ft	4.19	4.24	0.99	1,012
310	Hotel	room	7.99	14.34	0.56	na
320	Motel	room	3.35	25.17	0.13	na
520	Elementary School	student	2.27	22.50	0.10	na
525	High School	student	1.94	21.95	0.09	na
540	Community College	student	1.15	14.61	0.08	na
550	University/College	student	1.56	8.89	0.18	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
760	Research & Dev Center	1,000 Sq Ft	11.08	3.37	3.29	304
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2022).

Trip Rate Adjustments

Trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the impact fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for each type of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 67 percent to account for commuters leaving Tamarac for work. According to the 2022 National Household Travel Survey (see Table 8-2) weekday work trips are typically 36 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure T5, the U.S. Census Bureau's OnTheMap web application indicates 96 percent of resident workers traveled outside of Tamarac for work in 2022. In combination, these factors (0.36 x 0.50 x 0.96 = 0.17) support the additional 17 percent allocation of trips to residential development.

Figure T5: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters[1]	
Employed Residents	32,753
Residents Living and Working in Tamarac	1,408
Residents Commuting Outside Tamarac for Work	31,345
Percent Commuting out of Tamarac	96%
Additional Production Trips	17%
Residential Trip Adjustment Factor	67%

1. U.S. Census Bureau, OnTheMap Application (version 6.6) and LEHD Origin-Destination Employment Statistics, 2019.

2. According to the National Household Travel Survey (2022)*, published in January 2024 (see Table 8-2), home-based work trips are typically 36.0 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2022 indicate that 96 percent of Tamarac workers travel outside the city for work. In combination, these factors (0.360 x 0.50 x 0.96 = 0.17) account for 17 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (17 percent of production trips) for a total of 67 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Travel Characteristics for Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial development, the trip adjustment factor is less than 50 percent because this type of development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure T6, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Tamarac's existing development units provides the average weekday vehicle trips generated by existing development. As shown below, existing development generates 251,908 vehicle trips on an average weekday.

Figure T6: Average Weekday Vehicle Trips by Land Use

Development Type	Dev Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	67%	18,201	114,998
Multi-Family	HU	220	6.74	67%	16,869	76,176
Industrial	KSF	130	3.37	50%	3,219	5,424
Commercial	KSF	820	37.01	33%	2,357	28,786
Office & Other Services	KSF	710	10.84	50%	1,220	6,613
Institutional	KSF	730	22.59	50%	1,763	19,912
Total						251,908

PERSON TRIPS

Tamarac is a unique community with residents and workers using varying modes of travel. In general, an impact fee study calculates future development's impact on infrastructure. In suburban, greenfield communities that concentrate on roadway expansion to accommodate additional vehicles, a development's impact is best estimated by calculating the additional vehicle trips or vehicle miles traveled (VMT) generated by the development. However, based on the urban environment and residents' travel behaviors, a multimodal approach is necessary for the City of Tamarac. This is also consistent with the capital improvements identified in Tamarac's Capital Improvement Plan and Tamarac's desire to serve all modes of travel. As such, the multimodal approach calculates person trips generated by the varying development types in the study.

Person Trip Methodology

According to the Institute of Transportation Engineers (ITE), there are several elements necessary to calculate person trips. The following equation is provided in the ITE's Trip Generation Handbook (2021):

Person trips = [(vehicle occupancy) x (vehicle trips)] + transit trips + walk trips + bike trips

To create a more streamlined approach, this study uses "walk / bike / scooter" as the sum of walk and bike trips. The Trip Generation Handbook outlines the general approach to calculating person trips:

1. **Estimate vehicle trip ends generated by development type.** This study uses the vehicle trip rates found in Figure T3 for residential development and Figure T4 for nonresidential development.
2. **Determine mode share and vehicle occupancy.** This study uses mode share and vehicle occupancy data for Tamarac from the 2022 National Household Travel Survey (NHTS) refined to the South Atlantic region.
3. **Convert vehicle trips to person trips.** This conversion calculates the total person trips by combining the vehicle trip mode share and vehicle occupancy.

Mode Share and Vehicle Occupancy

Vehicle trip estimates, by mode, from the NHTS South Atlantic region provide mode share and vehicle occupancy data used in this analysis. According to preliminary results for Tamarac, the vehicle mode share is 88.9 percent for residential trips and 86.0 percent for nonresidential trips. Additionally, the vehicle trips

had an average vehicle occupancy of 1.56 passengers per residential trip and 1.68 passengers per nonresidential trip.

Figure T7: Mode Share

	Residential		Nonresidential	
Mode	Trips	Share	Trips	Share
Vehicle	553	88.9%	437	86.0%
Transit	25	4.0%	23	4.5%
Non-Motorized	44	7.1%	48	9.4%
Total	622	100.0%	508	100.0%

Source: National Household Travel Survey (2022); TischlerBise Analysis.

Figure T8: Vehicle Occupancy

	Residential	Nonresidential
Vehicle Occupants	860	734
Vehicle Trips	553	437
Vehicle Occupancy	1.56	1.68

Source: National Household Travel Survey (2022); TischlerBise Analysis.

Calculation of Person Trip Ends

The total person trip end rate for each land use can be calculated using the vehicle trip end rate, vehicle occupancy rate, and vehicle mode share. The following formula to calculate vehicle trip ends is provided in the ITE's Trip Generation Handbook (2021):

Vehicle trip ends = [(person trip ends) x (vehicle mode share)]/(vehicle occupancy)

To calculate average weekday person trip ends for each land use, the analysis inputs vehicle trip ends, vehicle occupancy, and vehicle mode share factors found in earlier sections. For example, a 2,300-square-foot single family housing unit generates 9.17 average weekday vehicle trip ends, has a vehicle occupancy rate of 1.56, and the vehicle mode share is 88.9 percent. Based on these factors, a 2,300-square-foot single family housing unit generates 10.75 average weekday person trip ends ([9.17 vehicle trip ends X 1.56 occupancy rate] / 88.9 percent vehicle mode share). Figure T9 includes average weekday person trip ends for each land use. While the four prototypes used for projections are shown here, warehousing is also included here to show the development of its demand indicator for development fees.

Figure T9: Average Weekday Person Trip Ends by Land Use

Development Type	Avg Weekday Vehicle Trip Ends	Vehicle Occupancy Rate	Vehicle Mode Share	Avg Weekday Person Trip Ends	Trip Adjustment Factor	Avg Weekday Person Trips
Residential (per housing unit)						
Single Family (<1,500 Square Feet)	6.68	1.56	88.9%	11.68	67%	7.83
Single Family (1,500-2,499 Square Feet)	9.17	1.56	88.9%	16.04	67%	10.75
Single Family (>2,500 Square Feet)	10.07	1.56	88.9%	17.61	67%	11.80
Multi-Family	6.74	1.56	88.9%	11.79	67%	7.90
Senior Housing (Single Family)	4.31	1.56	88.9%	7.54	67%	5.05
Senior Housing (Multi-Family)	3.24	1.56	88.9%	5.67	67%	3.80
Nonresidential (per 1,000 square feet)						
Industrial	3.37	1.68	86.0%	6.58	50%	3.29
Commercial	37.01	1.68	86.0%	72.26	33%	23.85
Office & Other Services	10.84	1.68	86.0%	21.17	50%	10.58
Institutional	22.59	1.68	86.0%	44.11	50%	22.05
Warehousing	1.71	1.68	86.0%	3.34	50%	1.67

Source: Trip Generation, Institute of Transportation Engineers, 11th Edition (2021); National Household Travel Survey data, 2022; TischlerBise analysis.

Average Weekday Person Trips

Shown below, multiplying average weekday person trip ends and trip adjustment factors by existing development units provides the average weekday person trips generated by existing development. As shown below, existing development generates 452,985 person trips on an average weekday.

Figure T10: Average Weekday Person Trips by Land Use

Development Type	Dev Unit	ITE Code	Avg Wkday PTE	Trip Adjustment	2024 Dev Units	2024 Pers Trips
Single Family	HU	210	16.49	67%	18,201	201,154
Multi-Family	HU	220	11.79	67%	16,869	133,246
Industrial	KSF	130	6.58	50%	3,219	10,590
Commercial	KSF	820	72.26	33%	2,357	56,206
Office & Other Services	KSF	710	21.17	50%	1,220	12,912
Institutional	KSF	730	44.11	50%	1,763	38,878
Total						452,985

IMPACT FEE COMPONENTS

The multi-modal transportation impact fee is based on Tamarac's existing inventory of sidewalks, bike lanes, and shared paths/trails. The use of existing standards means there are no existing infrastructure deficiencies. New development is only paying its proportionate share for growth-related infrastructure.

Sidewalks

Tamarac currently provides approximately 82.5 linear miles of sidewalks to existing development, and Tamarac plans to construct additional sidewalks to serve future development. Tamarac's existing level of service is 0.1821 linear miles per 1,000 PMT (82.5 lane miles / (452,985 person trips / 1,000)), and the analysis uses the incremental expansion methodology to maintain the existing level of service for sidewalks.

Based on Tamarac's Multimodal Transportation Master Plan, the construction cost for sidewalks is $250,000 per linear mile. The analysis uses this cost for future growth-related sidewalk costs, and Tamarac may use impact fees to construct sidewalks to serve future development. For sidewalks, the cost is $45.53 per person trip (82.5 linear miles / 452,985 person trips X $250,000 per linear mile).

Figure T11: Sidewalk Level of Service and Cost Factors

Cost Allocation Factors	
Cost per Linear Mile	$250,000

Level-of-Service (LOS) Standards	
Existing Linear Miles	82.5
2024 Person Trips	452,985
Linear Miles per 1,000 Person Trips	0.1821
Cost per Person Trip	**$45.53**

Source: Move Tamarac Multimodal Transportation Connectivity Masterplan, 2024.

Bike Lanes

Tamarac currently provides approximately 26.8 linear miles of bike lanes to existing development, and Tamarac plans to construct additional bike lanes to serve future development. Tamarac's existing level of service is 0.0592 linear miles per 1,000 person trips (26.8 linear miles / (452,985 person trips / 1,000)), and the analysis uses the incremental expansion methodology to maintain the existing level of service for bike lanes.

Based on Tamarac's Multimodal Transportation Master Plan, the construction cost for bike lanes is $854,235 per linear mile. The analysis uses this cost for future growth-related bike lane costs, and Tamarac may use impact fees to construct bike lanes to serve future development. For bike lanes, the cost is $50.54 per person trip (26.8 linear miles / 452,985 person trips X $854,235 per linear mile).

Figure T12: Bike Lanes Level of Service and Cost Factors

Cost Allocation Factors	
Cost per Linear Mile	$854,235

Level-of-Service (LOS) Standards	
Existing Linear Miles	26.8
2024 Person Trips	452,985
Linear Miles per 1,000 Person Trips	0.0592
Cost per Person Trip	**$50.54**

Source: Move Tamarac Multimodal Transportation Connectivity Masterplan, 2024.

Shared Paths/Trails

Tamarac currently provides approximately 6.8 linear miles of shared paths/trails to existing development, and Tamarac plans to construct additional shared paths/trails to serve future development. Tamarac's existing level of service is 0.0150 linear miles per 1,000 person trips (6.8 lane miles / (452,985 person trips / 1,000)), and the analysis uses the incremental expansion methodology to maintain the existing level of service for shared paths/trails.

Based on Tamarac's Multimodal Transportation Master Plan, the construction cost for shared paths/trails is $528,000 per linear mile. The analysis uses this cost for future growth-related shared path/trail costs, and Tamarac may use impact fees to construct shared paths/trails to serve future development. For shared paths/trails, the cost is $7.93 per person trip (6.8 linear miles / 452,985 person trips X $528,000 per linear mile).

Figure T13: Shared Paths/Trails Level of Service and Cost Factors

Cost Allocation Factors	
Cost per Linear Mile	$528,000

Level-of-Service (LOS) Standards	
Existing Linear Miles	6.8
2024 Person Trips	452,985
Linear Miles per 1,000 Person Trips	0.0150
Cost per Person Trip	**$7.93**

Source: Move Tamarac Multimodal Transportation Connectivity Masterplan, 2024.

PROJECTION OF GROWTH-RELATED MULTI-MODAL TRANSPORTATION NEEDS

As shown in the Land Use Assumptions document, projected development includes an additional 3,004 housing units and 648,000 square feet of nonresidential floor area over the next 10 years. Based on the trip generation factors discussed in this section, projected development generates an additional 38,284 person trips over the next 10 years. Shown below in Figure T14, Tamarac needs to construct approximately 7.0 linear miles of sidewalks at a cost to the City of $1,743,112 (7.0 lane miles X $250,000 per linear mile), 2.3 linear miles of bike lanes at a cost to the City of $1,934,833 (2.3 linear miles X $854,235 per linear mile), and 0.6 linear miles of shared paths/trails at a cost to the City of $303,441 (0.6 linear miles X $528,000 per mile) over the next 10 years to maintain the existing levels of service.

Figure T14: 10-Year Multi-Modal Transportation Infrastructure Needs to Accommodate Growth

Development Type	Dev Unit	ITE Code	Avg Wkday PTE	Trip Adjustment	2024 Dev Units	2024 Pers Trips
Single Family	HU	210	16.49	67%	18,201	201,154
Multi-Family	HU	220	11.79	67%	16,869	133,246
Industrial	KSF	130	6.58	50%	3,219	10,590
Commercial	KSF	820	72.26	33%	2,357	56,206
Office & Other Services	KSF	710	21.17	50%	1,220	12,912
Institutional	KSF	730	44.11	50%	1,763	38,878
Total						452,985

	Tamarac, FL	Base	1	2	3	4	5	10	10-Year Increase
		2024	2025	2026	2027	2028	2029	2034	
Development	Single Family Units	18,201	18,360	18,513	18,667	18,823	18,980	19,759	1,558
	Multi-Family Units	16,869	17,016	17,158	17,302	17,446	17,592	18,315	1,446
	Industrial KSF	3,219	3,236	3,252	3,269	3,286	3,303	3,387	169
	Commercial KSF	2,357	2,373	2,389	2,405	2,421	2,437	2,517	160
	Office & Other Services KSF	1,220	1,236	1,251	1,266	1,282	1,297	1,374	154
	Institutional KSF	1,763	1,780	1,796	1,812	1,829	1,846	1,929	166
Avg Weekday Person Trips	Single-Family Trips	201,154	202,904	204,598	206,302	208,024	209,761	218,367	17,214
	Multi-Family Trips	133,246	134,409	135,533	136,666	137,807	138,957	144,668	11,422
	Residential Trips	334,400	337,313	340,131	342,967	345,831	348,717	363,035	28,635
	Industrial Trips	10,590	10,646	10,701	10,756	10,811	10,867	11,144	555
	Commercial Trips	56,206	56,593	56,968	57,345	57,726	58,110	60,014	3,809
	Office & Other Services Trips	12,912	13,078	13,238	13,400	13,562	13,727	14,541	1,628
	Institutional Trips	38,878	39,250	39,610	39,972	40,338	40,706	42,535	3,657
	Nonresidential Trips	118,585	119,567	120,517	121,472	122,437	123,409	128,234	9,649
	Total Person Trips	**452,985**	**456,880**	**460,648**	**464,440**	**468,268**	**472,127**	**491,269**	**38,284**
	Sidewalk Miles	82.5	83.2	83.9	84.6	85.3	86.0	89.5	7.0
	Bike Lane Miles	26.8	27.0	27.3	27.5	27.7	27.9	29.1	2.3
	Shared Path/Trail Miles	6.8	6.9	6.9	7.0	7.0	7.1	7.4	0.6

CREDITS

As the City has no outstanding debt on its multi-modal transportation facilities, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related costs from impact fees, there will be no potential double-payment from other revenue sources.

MAXIMUM SUPPORTABLE MULTI-MODAL TRANSPORTATION IMPACT FEE

Infrastructure components and cost factors for multi-modal transportation impact fees are summarized in the upper portion of Figure T15. The cost per service unit is $104.00 per person trip. Multi-modal transportation impact fees for residential development are calculated per housing unit, based on unit size for single family units, and vary proportionately according to the number of person trips per housing unit. The fee of $1,118 for a single family residential unit of 2,200 square feet is calculated using a cost per service unit of $104.00 per person trip multiplied by 10.75 person trips per unit. Nonresidential impact fees are calculated per development unit and vary proportionately according to the number of person trips per development unit. The commercial fee of $2,480 per development unit is calculated using a cost per service unit of $104.00 per person trip multiplied by 23.85 person trips per development unit.

Figure T15: Maximum Supportable Multi-Modal Transportation Impact Fee

Fee Component	Cost per Person Trip
Sidewalks	$45.53
Bike Lanes	$50.54
Shared Paths/Trails	$7.93
Total	$104.00

Residential Development	Fees per Unit			
Development Type	**Person Trips per Housing Unit[1]**	**Maximum Allowable Fees**	**Current Fees**	**Recommended Fees**
Single Family (<1,500 Square Feet)	7.83	**$814**	**$841**	**$814**
Single Family (1,500-2,499 Square Feet)	10.75	**$1,118**	**$940**	**$1,118**
Single Family (>2,500 Square Feet)	11.80	**$1,227**	**$1,069**	**$1,227**
Multi-Family[2]	7.90	**$821**	**$501**	**$626**
Senior Housing (Single Family)	5.05	**$525**	**$344**	**$430**
Senior Housing (Multi-Family)	3.80	**$395**	**$195**	**$244**

Nonesidential Development	Fees per 1,000 Square Feet			
Development Type	**Person Trips per 1,000 Square Feet[1]**	**Maximum Allowable Fees**	**Current Fees**	**Recommended Fees**
Commercial[3]	23.85	**$2,480**	**$1,334**	**$1,668**
Office & Other Services[4]	10.58	**$1,101**	**$834**	**$1,043**
Institutional[5]	22.05	**$2,294**	**$1,006**	**$1,258**
General Light Industrial	3.29	**$342**	**$424**	**$342**
Warehousing	1.67	**$174**	**$148**	**$174**

1. See Land Use Assumptions
2. Using Multi-Family, Mid-Rise (3-10 levels) as comparison for current fees.
3. Using Shopping Center (ITE 820) as comparison for current fees
4. Using General Office (ITE 710) as comparison for current fees
5. Using Hospital (ITE 610) as comparison for current fees

REVENUE FROM MULTI-MODAL TRANSPORTATION IMPACT FEES

Projected fee revenue shown below is based on the development projections in Appendix B and the multimodal transportation impact fees shown on the previous page. For the purposes of this projection, the impact fee for single-family development between 1,500 and 2,499 square feet is used to represent all single family development. Fees from the proposed phase-in schedule in Figure 5 are used for the purposes of this cash flow projection. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenues are approximately $3.31 million and projected expenditures are approximately $3.98 million. This discrepancy is in large part due to the proposed impact fees being capped at a 25 percent increase rather than the maximum allowable fees for all categories. Based on the actual mix of future residential construction, the projected parks and recreation impact fee revenue shown below may change.

Figure T16: Estimated Revenue from Multi-Modal Transportation Impact Fees

Fee Component	Growth Share	Existing Share	Total
Sidewalks	$1,743,112	$0	$1,743,112
Bike Lanes	$1,934,833	$0	$1,934,833
Shared Paths/Trails	$303,441	$0	$303,441
Total	**$3,981,386**	**$0**	**$3,981,386**

Year 1 Fee Years 2-10 Fee		Single-Family* $1,029 $1,118 per unit	Multi-Family $564 $626 per unit	Industrial** $342 $342 per KSF	Commercial $1,501 $1,668 per KSF	Office $938 $1,043 per KSF	Institutional $1,132 $1,258 per KSF
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	18,201	16,869	3,219	2,357	1,220	1,763
Year 1	2025	18,360	17,016	3,236	2,373	1,236	1,780
Year 2	2026	18,513	17,158	3,252	2,389	1,251	1,796
Year 3	2027	18,667	17,302	3,269	2,405	1,266	1,812
Year 4	2028	18,823	17,446	3,286	2,421	1,282	1,829
Year 5	2029	18,980	17,592	3,303	2,437	1,297	1,846
Year 6	2030	19,138	17,739	3,320	2,453	1,313	1,863
Year 7	2031	19,291	17,881	3,337	2,469	1,328	1,879
Year 8	2032	19,446	18,025	3,353	2,485	1,343	1,895
Year 9	2033	19,602	18,169	3,370	2,501	1,358	1,912
Year 10	2034	19,759	18,315	3,387	2,517	1,374	1,929
10-Year Increase		1,558	1,446	169	160	154	166
Projected Revenue		**$1,726,722**	**$896,317**	**$57,699**	**$263,611**	**$158,764**	**$206,392**

Projected Fee Revenue	$3,309,505
Existing Development Share	$671,880

* Using the fee for a single family home between 1,500 and 2,499 square feet

** Using the fee for general light industrial development

APPENDIX A: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey and Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). Tamarac will collect impact fees from all new residential units. One-time impact fees are determined by site capacity (i.e., number of residential units).

Single Family Units:

1. Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family Units:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

Senior Housing Single Family Units:

1. Independent living developments that are called various names including retirement communities, age-restricted housing, and active adult communities. The development has a specific age restriction for its residents, typically a minimum of 55 years of age for at least one resident of the household. The dwelling units can be either detached or attached.

Senior Housing Multi-Family Units:

1. Independent living developments that are called various names including retirement communities, age-restricted housing, and active adult communities. The development has a specific age restriction for its residents, typically a minimum of 55 years of age for at least one

resident of the household. The dwelling units share both floors and walls with other units in the residential building.

NONRESIDENTIAL DEVELOPMENT

As discussed below, the nonresidential development categories are defined by Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). Tamarac will collect impact fees from all new nonresidential development. One-time impact fees are determined by site capacity (i.e., square feet).

Commercial: Establishments primarily selling merchandise, eating/drinking places, entertainment uses, and places of lodging. By way of example, *commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging.

Industrial: Establishments primarily engaged in the production of goods. By way of example, *industrial – general* includes manufacturing plants, utility substations, power generation facilities, and telecommunications buildings.

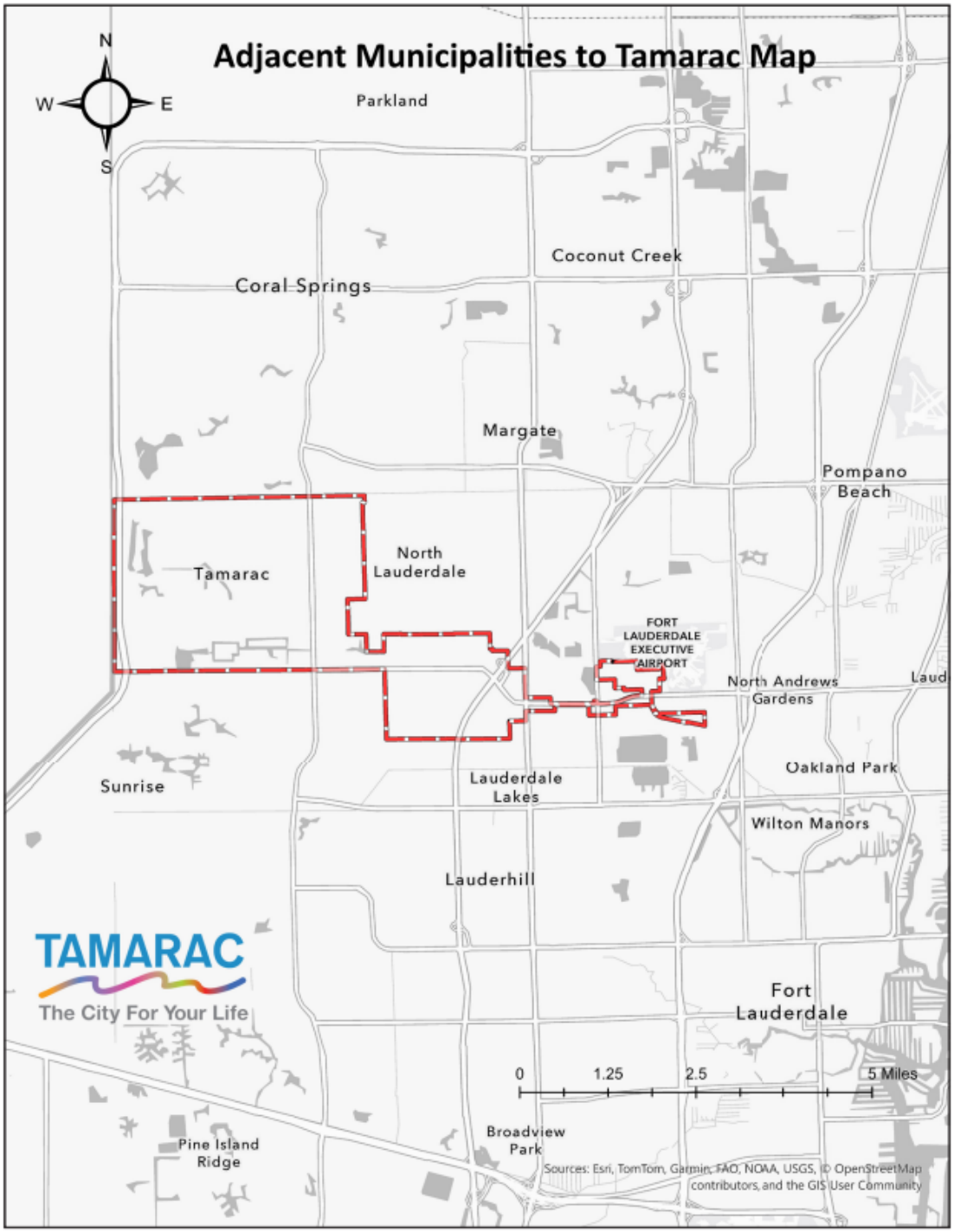
Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *institutional* includes schools, universities, churches, daycare facilities, and government buildings.

Office & Other Services: Establishments providing management, administrative, professional, business services, and health services. By way of example, *office & other services* includes banks, business offices, medical offices, hospitals, and veterinary clinics.

APPENDIX B: LAND USE ASSUMPTIONS

This section includes estimates and projections of development for areas within the boundaries of Tamarac, Florida. The map below illustrates Tamarac's Impact Fee Service Area.

Figure B1: Tamarac Impact Fee Service Area Map



Source: City of Tamarac 2040 Comprehensive Plan Update, Volume II: Data, Inventory, & Analysis

SUMMARY OF GROWTH INDICATORS

Key land use assumptions for the Tamarac Impact Fee Study are population, housing units, employment, and nonresidential floor area. For population, TischlerBise applied the projections from the City of Tamarac 2040 Comprehensive Plan Update. For housing units, TischlerBise projects based on the persons per housing unit ratio of the base year. For nonresidential development, TischlerBise uses job estimates from Esri's Business Analyst which are projected using the jobs per housing unit ratio of the base year. The base year nonresidential floor area is an estimate from the commercial real estate database CoStar, they are projected using employment density factors published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Complete development projections are summarized in Figure B10. These projections will be used to estimate impact fee revenue and to indicate the anticipated need for growth-related infrastructure. However, impact fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs faster than anticipated, fee revenue will increase, but Tamarac will need to accelerate infrastructure improvements to keep pace with the actual rate of development. Over the next 10 years, development projections indicate an average increase of approximately 300 housing units per year and approximately 65,000 square feet of nonresidential development per year.

RESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of residential development including population and housing units.

Housing Unit Size

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the impact fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends Tamarac impose impact fees for residential development according to the number of persons per housing unit.

Occupancy calculations require data on population and the types of units by structure. The U.S. Census Bureau performs a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For impact fees in Tamarac, mobile homes, detached, stick-built units, and attached units are included in the "Single-Family" category. The "Multi-Family" category includes duplexes, structures with two or more units on an individual parcel of land, boats, RVs, and vans.

Figure B2 below shows the occupancy estimates for Tamarac. Single-family units average 2.35 persons per housing unit and multi-family units average 1.82 persons per housing unit.

Figure B2: Persons per Housing Unit

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family Units[1]	41,581	16,649	2.50	17,705	**2.35**	51.9%	6.00%
Multi-Family Units[2]	29,921	14,466	2.07	16,438	**1.82**	48.1%	12.00%
Total	71,502	31,115	2.30	34,143	**2.09**	100.0%	8.90%

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

1. Includes detached, attached (i.e. townhouses), and mobile home units.
2. Includes dwellings in structures with two or more units.

Senior Housing Occupancy

Following discussions with City staff, TischlerBise determined that a residential fee category for senior housing would be appropriate for Tamarac. The occupancy calculations for senior housing units also use data from the 2019-2023 American Community survey as referenced in the previous section. For the purposes of this fee category, senior housing is defined as a unit in which the householder is 65 years of age or greater. The percentage of the population of Tamarac over the age of 65 was taken from ACS data and applied to the population by housing type to establish senior population by housing type estimates. The number of households with a primary householder aged 65 or older per housing type was taken from ACS data and was converted to housing units per housing type by using the vacancy rate estimates to establish a senior housing units estimate. Figure B3 below shows the senior occupancy estimates for Tamarac. Senior single-family units average 1.87 persons per housing unit and senior multi-family units average 1.03 persons per housing unit.

Figure B3: Senior Persons per Housing Unit

Housing Type	Persons[3]	Households[3]	Persons per Household	Housing Units	Persons per Housing Unit
Senior (Single Family)[1]	10,817	5,434	1.99	5,781	**1.87**
Senior (Multi-Family)[2]	7,784	6,630	1.17	7,534	**1.03**

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

1. Includes detached, attached (i.e. townhouses), and mobile home units.
2. Includes dwellings in structures with two or more units.
3. Defined as residents and householders over the age of 65.

Occupancy by Bedroom Range

Impact fees must be proportionate to the demand for infrastructure. Averages per household have a strong, positive correlation to the number of bedrooms, so TischlerBise recommends a fee schedule where larger units pay higher impact fees. Benefits of the proposed methodology include: 1) a proportionate assessment of infrastructure demand using local demographic data and 2) a progressive fee structure (i.e., smaller units pay less, and larger units pay more).

Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, and Tamarac fits entirely into Public Use Microdata Area (PUMA) 01105.

Shown in Figure B4, cells with yellow shading indicate the unweighted survey results which yield the unadjusted estimate of 2.46 persons per housing. Unadjusted persons per housing unit are adjusted to match the control total for the City of Tamarac – 2.35 persons per single-family housing unit (see Figure B2). Adjusted persons per housing unit estimates range from 1.94 persons per housing unit for single family units with zero to two bedrooms up to 3.38 persons per housing unit for single family units with four or more bedrooms.

Figure B4: Single Family Occupancy by Bedroom Range

Bedroom Range	Persons[1]	Households[1]	Housing Mix	Unadjusted PPHU	Adjusted PPHU[2]
0-2	874	429	44%	2.04	1.94
3	1,117	433	44%	2.58	2.46
4+	425	120	12%	3.54	3.38
Total	2,416	982	100%	2.46	2.35

1. American Community Survey, Public Use Microdata Sample for FL PUMA 01105 (2019-2023 5-Year unweighted data).

Occupancy by Housing Size

To estimate square feet of living area by bedroom range, TischlerBise uses 2023 U.S. Census Bureau data for single-family housing units constructed in the Census South Atlantic Region[3].

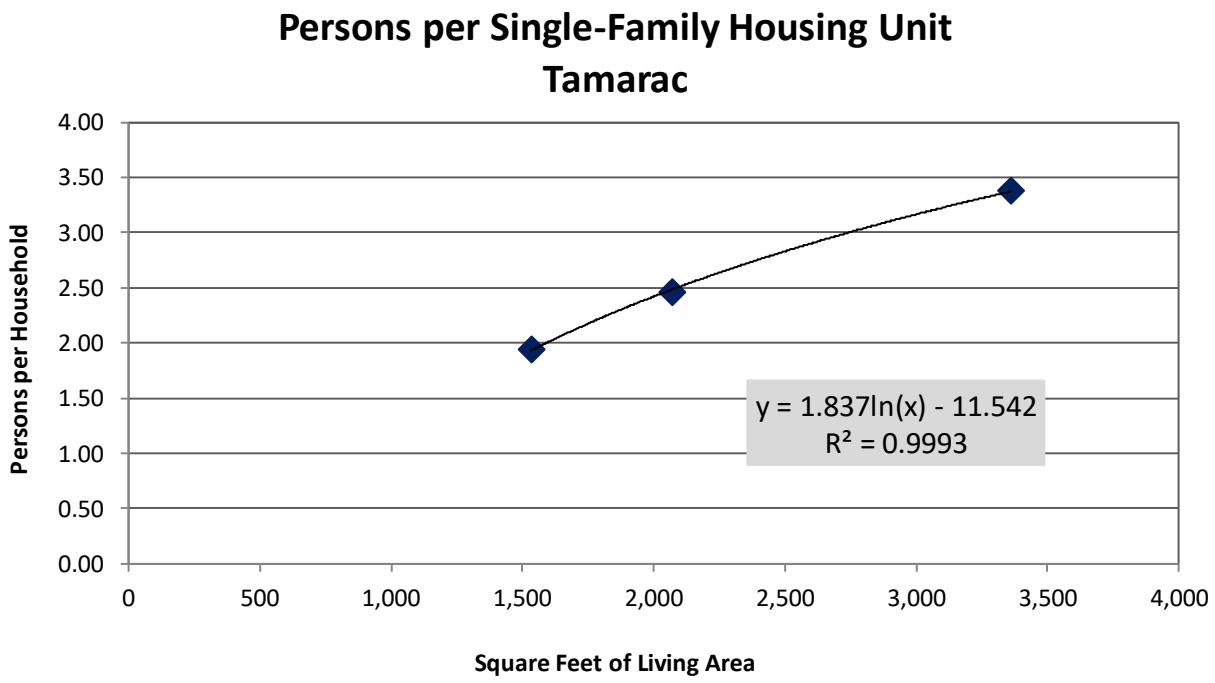
Average square feet of living area and persons per housing unit by bedroom range for single-family units are plotted in Figure B5 with a logarithmic trend line derived from the Census data discussed in the previous paragraph and the adjusted persons per housing unit estimates shown in Figure B4. Using the trend line formula shown in the figure, the number of persons per housing unit by square feet of living area is derived (as shown in the gray shaded column). The formula allows localities to modify housing unit square feet ranges (used in impact fee schedules) to respond to changing market conditions. It was decided not to use size thresholds for multi-family housing unit development after discussions with City staff.

[3] U.S. Census South Atlantic Region includes the following states: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, West Virginia, and Virginia. 2023 is the most recent dataset available.

Figure B5: Single Family Occupancy by Bedroom Range

Average persons per household derived from 2019-2023 ACS 5-Year PUMS data including Tamarac. Unit sizes by bedroom from the 2023 U.S. Census Bureau average for all single family units constructed in the South Atlantic region.

Actual Averages per Housing Unit			Fitted-Curve Values	
Bedrooms	Square Feet	Persons	Sq Ft Range	Persons
0-2	1,532	1.94	1,500 or less	**1.89**
3	2,070	2.46	1,501 to 2,499	**2.83**
4+	3,357	3.38	2,500 or more	**3.17**



Residential Estimates

According to the 2020 U.S. Census, Tamarac's 2020 population was 71,897 persons. The City of Tamarac 2040 Comprehensive Plan Update includes population projections until 2045 in five year intervals; from this we were able to establish a population growth rate for each 5-year segment. This leads to a 2024 population estimate of 74,401 persons. According to ACS data there were 34,143 housing units in Tamarac in the year 2023. The Comprehensive Plan also included housing unit projections until 2045 in five year intervals, these were used to establish a 2024 housing unit estimate of 35,070.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease.

Based on the growth rates ascertained from the Comprehensive Plan, in the next 10 years residential development is estimated at 156 single family units per year and 145 multi-family units per year. Tamarac can expect 3,004 additional housing units over the next 10 years. For this study, the analysis assumes the occupancy factors shown in Figure B2 will remain constant. Projecting for population, as discussed above, results in a 10-year population increase of 6,290 persons.

Figure B6: Residential Projections

Tamarac, FL	2024	2025	2026	2027	2028	2029	2034	10-Year
	Base Year	1	2	3	4	5	10	Increase
Population								
Single Family	43,267	43,639	43,999	44,361	44,727	45,096	46,925	**3,658**
Multi-Family	31,134	31,402	31,661	31,922	32,185	32,450	33,766	**2,632**
Total Population	**74,401**	**75,041**	**75,659**	**76,283**	**76,912**	**77,546**	**80,691**	**6,290**
Housing Units								
Single Family	18,201	18,360	18,513	18,667	18,823	18,980	19,759	**1,558**
Multi-Family	16,869	17,016	17,158	17,302	17,446	17,592	18,315	**1,446**
Total	**35,070**	**35,376**	**35,671**	**35,969**	**36,269**	**36,572**	**38,074**	**3,004**

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Units

In Figure B7, gray shading indicates the nonresidential development prototypes used by TischlerBise to derive employment densities and average weekday vehicle trip ends. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) which generates 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area and has 864 square feet of floor area per employee. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area and has 330 square feet of floor area per employee. For office & other services development, the proxy is General Office (ITE 710); it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area and has 307 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area and has 471 square feet of floor area per employee.

Figure B7: Nonresidential Demand Units

ITE Code	Land Use Group	Demand Unit	Avg Wkdy Trip Ends Per Demand Unit[1]	Avg Wkdy Trip Ends Per Employee[1]	Employees Per Demand Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

TischlerBise uses the term jobs to refer to employment by place of work. Shown below in Figure B8, Esri Business Analyst estimates 2024 employment to be equal to 17,956 jobs. Using data from CoStar, TischlerBise estimates 2024 nonresidential floor area to equal 8,558,646 square feet.

Figure B8: Nonresidential Estimates

Nonresidential Category	2024 Jobs[1]	Percent of Total Jobs	Square Feet per Job[2]	2024 Estimated Floor Area[3]	Jobs per 1,000 Sq. Ft.[2]
Industrial[4]	**2,279**	13%	864	**3,218,700**	1.16
Commercial[5]	**3,962**	22%	471	**2,356,942**	2.12
Office & Other Service[6]	**5,848**	33%	307	**1,220,144**	3.26
Institutional[7]	**5,867**	33%	330	**1,762,860**	3.03
Total	**17,956**	100%		**8,558,646**	

1. Esri Business Analyst Online, Business Summary, 2024.
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2022).
3. CoStar, 2024.
4. Major sectors are Construction; Transportation & Warehousing.
5. Major sectors are Retail Trade; Accommodation & Food Services.
6. Major sectors are Other Services; Professional, Scientific & Tech Services.
7. Major sectors are Health Care, Social Assistance; Public Administration; Educational Services.

Nonresidential Projections

To project future nonresidential development in each year of the development projections, the analysis uses the ratio of jobs per housing unit from the base year and applies that ratio to the housing unit projections from the previous section to ascertain employment estimates. The average annual growth rate in jobs for Tamarac is projected to 154 jobs per year over a 10-year projection period. Shown below in Figure B9, this results in a 10-year increase of 1,538 jobs. To project jobs in each sector the total employment estimate was taken and multiplied by the Percent of Total Jobs rate from Figure B8.

To project nonresidential floor area, TischlerBise multiplies the projected increase in employment by sector by the Square Feet per Employee value shown in Figure B7 and adds this value to the previous year's nonresidential floor area. Over the next 10 years, Tamarac is projected to gain approximately 648,000 square feet of nonresidential floor area.

Figure B9: Nonresidential Projections

Tamarac, Florida	2024 Base Year	2025 1	2026 2	2027 3	2028 4	2029 5	2034 10	10-Year Increase
Employment								
Industrial	2,279	2,299	2,318	2,337	2,357	2,377	2,474	**195**
Commercial	3,962	3,997	4,030	4,064	4,097	4,132	4,301	**339**
Office & Other Services	5,848	5,899	5,948	5,998	6,048	6,098	6,349	**501**
Institutional	5,867	5,918	5,968	6,017	6,068	6,118	6,369	**502**
Total	**17,956**	**18,112**	**18,264**	**18,416**	**18,570**	**18,725**	**19,494**	**1,538**
Nonresidential Sq Ft (x1,000)								
Industrial	3,219	3,236	3,252	3,269	3,286	3,303	3,387	**169**
Commercial	2,357	2,373	2,389	2,405	2,421	2,437	2,517	**160**
Office & Other Services	1,220	1,236	1,251	1,266	1,282	1,297	1,374	**154**
Institutional	1,763	1,780	1,796	1,812	1,829	1,846	1,929	**166**
Total	**8,559**	**8,625**	**8,688**	**8,753**	**8,817**	**8,883**	**9,207**	**648**

DEVELOPMENT PROJECTIONS

Provided below are summaries of development projections used in the Impact Fee Study. Development projections are used to illustrate a possible future pace of demand for infrastructure and cash flows resulting from revenues and expenditures associated with those demands.

Figure B10: Development Projections

Tamarac, Florida	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Single Family	43,267	43,639	43,999	44,361	44,727	45,096	45,467	45,827	46,190	46,556	46,925	**3,658**
Multi-Family	31,134	31,402	31,661	31,922	32,185	32,450	32,718	32,977	33,238	33,501	33,766	**2,632**
Total Population	**74,401**	**75,041**	**75,659**	**76,283**	**76,912**	**77,546**	**78,185**	**78,804**	**79,428**	**80,057**	**80,691**	**6,290**
Housing Units												
Single Family	18,201	18,360	18,513	18,667	18,823	18,980	19,138	19,291	19,446	19,602	19,759	**1,558**
Multi-family	16,869	17,016	17,158	17,302	17,446	17,592	17,739	17,881	18,025	18,169	18,315	**1,446**
Total Housing Units	**35,070**	**35,376**	**35,671**	**35,969**	**36,269**	**36,572**	**36,877**	**37,173**	**37,470**	**37,771**	**38,074**	**3,004**
Employment												
Industrial	2,279	2,299	2,318	2,337	2,357	2,377	2,396	2,416	2,435	2,455	2,474	**195**
Commercial	3,962	3,997	4,030	4,064	4,097	4,132	4,166	4,200	4,233	4,267	4,301	**339**
Office & Other Service	5,848	5,899	5,948	5,998	6,048	6,098	6,149	6,199	6,248	6,298	6,349	**501**
Institutional	5,867	5,918	5,968	6,017	6,068	6,118	6,169	6,219	6,269	6,319	6,369	**502**
Total Employment	**17,956**	**18,112**	**18,264**	**18,416**	**18,570**	**18,725**	**18,881**	**19,033**	**19,185**	**19,339**	**19,494**	**1,538**
Nonres. Floor Area (x1,000)												
Industrial	3,219	3,236	3,252	3,269	3,286	3,303	3,320	3,337	3,353	3,370	3,387	**169**
Commercial	2,357	2,373	2,389	2,405	2,421	2,437	2,453	2,469	2,485	2,501	2,517	**160**
Office & Other Service	1,220	1,236	1,251	1,266	1,282	1,297	1,313	1,328	1,343	1,358	1,374	**154**
Institutional	1,763	1,780	1,796	1,812	1,829	1,846	1,863	1,879	1,895	1,912	1,929	**166**
Total Nonres. Floor Area	**8,559**	**8,625**	**8,688**	**8,753**	**8,817**	**8,883**	**8,949**	**9,012**	**9,077**	**9,141**	**9,207**	**648**

TAMARAC
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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: TO2611 City of Tamarac New Development Impact Fees

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): The proposed ordinance is intended to serve the public health, safety, and welfare of the residents of Tamarac.

TAMARAC
The City For Your Life

Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: The estimate of direct economic impact is determined by the extent of the new development and the attached adopted impact fee study and schedule.

3. Estimate of direct compliance costs that businesses may reasonably incur: Please see explanation above.

4. Any new charge or fee imposed by the proposed ordinance: Proposed development impact fee increase at 25% of the total allowable

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: $0

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance: 0

7. Additional information (if any):

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

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CITY COMMISSION AGENDA ITEM REPORT

DATE: October 22, 2025

SUBMITTED BY: Collette Tibby

ITEM TYPE: Board Order

AGENDA SECTION: **QUASI-JUDICIAL HEARING(S)**

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

ATTACHMENTS:

1 - Memo - Woodlands Country Club - Lot Coverage Variance.docx
2- TBO#99 - Board Order Approving Variance_mm.docx
3- Justification Statement.docx
4 - Location Map.pdf
5 - Administrative Adjustment Development Approval.pdf
6 - Property Development Regulations - August 2025.pdf
7 - Typical Lots Fits.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-10-001M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

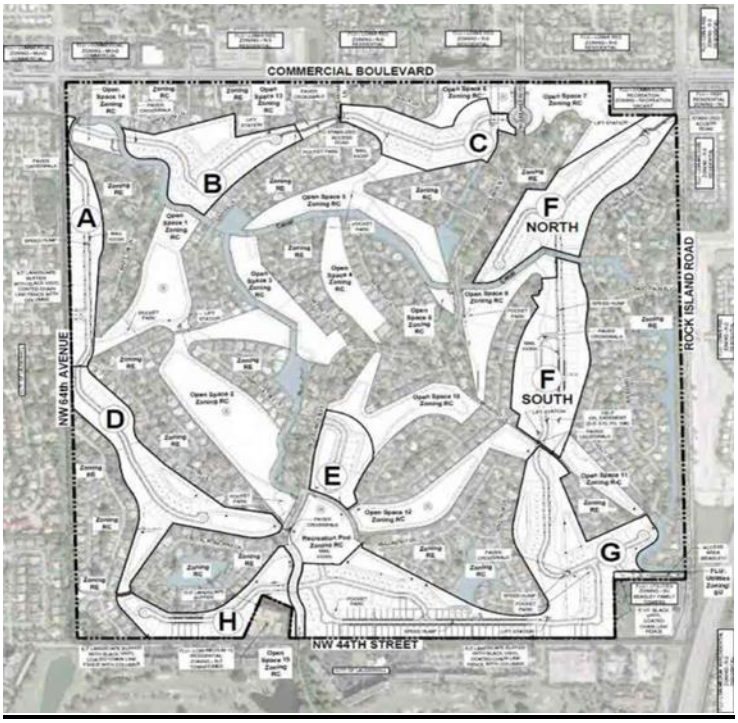
FROM: Maxine Calloway
Community Development Director

DATE: October 1, 2025

RE: Woodlands Country Club – Lot Coverage Variance – **Quasi-Judicial**
TEMP BOARD ORDER NO. 99; CASE#: 3-B-25 **MF#:**13-77

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request at its October 22, 2025 meeting with a condition of approval (see attached Final Order for Development Permit - Temp Board Order No. 99).

ISSUE: Michael Nunziata, authorized representative for the property owner, Woodlands Club Holdings, LLP, is requesting approval of a variance requesting relief from the requirements of Section 10-2.2(C), Table 10-2.2: Dimensional Standards for Residential Districts, Code of Ordinances, to allow for a Lot Coverage, Max, Roofed Area of 53.2% in Pod A; 54.9% in Pods B, C, D, and F; 53% in Pod G; and 46.8% in Pod H. This exceeds the 44% maximum permitted under an Administrative Adjustment Development Approval issued by the Director of Community Development on September 20, 2023, and the 40% maximum otherwise allowed. (see attached Justification Statement).



Overall Site Plan

LOCATION: The proposed Woodlands Country Club residential development is located south of W Commercial Boulevard, north of NW 44 Street, east of NW 64 Avenue, and west of Rock Island Road in Commission District 2 – Commissioner Morey Wright. The project site encompasses various portions of the former "Woodlands Golf Course (see Overall Site Plan above and attached Location Map). The total

area for the proposed Woodlands development is 276.478 acres in size. The nine (9) residential pods total 165.53 acres in size with no residential units proposed in Pod E, have a City of Tamarac Future Land Use designation of "Low Density Residential" restricted to (0-3) dwelling units per acre, and a zoning classification of RE (Residential Estate).

BACKGROUND: On March 22, 2023, the City Commission adopted a Large-Scale Land Use Plan Amendment changing the future land use designation of a portion of the subject property from "Commercial Recreation" to "Low Density Residential" (up to 5 dwelling units per acre), restricted to (0-3) dwelling units per acre, and the proposed Rezoning changing the zoning from RC (Recreation) to RE (Residential Estate).

Also, on March 22, 2023, the City Commission entered into a Development Agreement with the developer, Woodlands Club Holdings, LLLP. The Development Agreement detailed the requirements, commitments and vested rights for developing the Woodlands property and sets forth the procedures, rights, and obligations with regard to the development.

On September 20, 2023, the Director of Community Development granted an Administrative Adjustment from Section 10-2.2(C), Table 10-2.2: Dimensional Standards for Residential Districts, Code of Ordinances, to allow for a minimum five thousand four hundred (5,400) square foot lot size, a minimum fifty-four (54) foot lot width, a maximum lot coverage of forty-four (44) percent, and a minimum interior side setback of 6.75 feet in lieu of a minimum six thousand (6,000) square foot lot size, a minimum sixty (60) foot lot width, a maximum lot coverage of forty (40) percent, and a minimum interior side setback of 7.5 feet, respectively (see attached Administrative Adjustment Development Approval).

The Community Development Director determined that the Adjustment fell within the limitations set forth in Table 10-5.3: "Allowable Administrative Adjustments", and the standards contained in Section 10-5.4(P)(4) of the Land Development Regulations, and found:

(a) The Administrative Adjustment is consistent with the character of development in the surrounding area, and will not result in incompatible development.
(b) Any adverse impacts resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
(c) The Administrative Adjustment is of a technical nature (i.e., relief from a dimensional or design standard), and is either:
    (i) Required to compensate for some unusual aspect of the development site or the proposed development that is not shared by landowners generally;
    (ii) Proposed to protect sensitive natural resources or save healthy existing trees; or
    (iii) Required to eliminate a minor inadvertent failure to fully comply with a standard.
(d) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety.
(e) The Administrative Adjustment is consistent with the purpose of the zoning district where located and with the Comprehensive Plan.

Then on November 8, 2023, the City Commission approved the development of the subject property permitting the construction of three hundred thirty-five (335) single family homes in nine (9) separate Residential Pods of which Pod E does not contain any homes and the preservation of one hundred and sixty (160) acres of open space in sixteen (16) Open Space Pods which include lakes, buffers, recreation areas, a recreation trail and other amenities.

Woodlands Club Holdings, LLP, is now requesting a variance to allow for a Lot Coverage, Max, Roofed Area of 53.2% in Pod A; 54.9% in Pods B, C, D, and F; 53% in Pod G; and 46.8% in Pod H. This exceeds

the 44% maximum permitted under the Administrative Adjustment Development Approval issued by the Director of Community Development on September 20, 2023, and the 40% maximum otherwise allowed. (see attached Property Development Regulations – August 2025 and Typical Lot Fits).

In conjunction with the variance request, the applicant has submitted for Site Plan Approval (Minor) to allow for fourteen (14) additional house models. The size of the new house models on the lots prompted the submission of variance for lot coverage. Five (5) bedroom homes are now proposed where a maximum four (4) bedroom home was previously approved. A maximum house size of 4,774 SF in area is proposed where a maximum house size of 4,120 SF was previously approved.

Fifteen (15) house models were previously approved pursuant to the City Commission approval on November 8, 2023, and fourteen (14) house models are now proposed to be added pursuant to the request for Site Plan Approval (Minor). All fifteen (15) models were previously approved with an alternate elevation, and all fourteen (14) new models are proposing alternate elevations. This adds up to twenty-nine (29) models being offered within the Woodlands Residential development with a total of fifty-eight (58) different elevation types.

The minimum five thousand four hundred (5,400) square foot lot size, minimum fifty-four (54) foot lot width, and minimum interior side setback of 6.75 feet approved pursuant to the Administrative Adjustment will still be complied with for all models within the Woodlands. Additionally, the new models will not exceed thirty (30) feet in height and will be developed with mid-century modern architecture required by the Development Agreement. The proposed Lot Coverage Variance will apply to two hundred forty-two (242) out of the three hundred thirty-five (335) lots.

The Development Agreement states, “There shall be no significant modifications made to the Site Plan without further review and approval by the City Commission in accordance with Section 10-5.4(H)(2)(c). Significant changes include any change to a condition of approval for the Applications, as defined herein; any increase in residential density above three hundred and thirty five (335) dwelling units; any decrease in lot size; any decrease in open space; and any change that significantly alters the development’s general function, form, intensity, character, demand on public facilities, impact on adjacent properties, or significantly modify other characteristics from that indicated on the Site Plan. Minor changes to the Site Plan are permitted in order to address technical comments from City staff and to continue to comply with Section 10-5.4(H)(2)(d) of the City’s LDC.”

It has been determined that the fourteen (14) additional models proposed do not qualify as a significant change.

ANALYSIS: A variance is a means of modifying the zoning ordinance regulations when such variance will not be contrary to the public interest, and when, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. Section 10-5.4(Q), Code of Ordinances, identifies standards to be employed in order for the City Commission to authorize any variance from the terms of the Zoning chapter of the Code of Ordinances and other zoning ordinances.

These standards and the responses to each standard, as it applies to the subject petition, are shown below.

Variance Request 1-B-24: Section 5-33(a), Code of Ordinances

1. *There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;*

Special conditions and circumstances exist that pertain to the subject property that do not generally apply to other properties. The variance requested is due to the special conditions pertaining to the property development. The variance sought allows for models that provide a fifth bedroom while also allowing larger model homes on lots that meet the minimum lot dimensions. The special conditions and circumstances pertain to two hundred forty-two (242) home lots out of the three hundred thirty-five (335) home lots. As such, these circumstances are peculiar to the land and do not generally apply to other property subject to the standard from which the Variance is sought.

2. *The special conditions and circumstances referred to above are not the result of the actions of the landowner;*

   The special conditions and circumstances referred to above are not the result of the actions of the landowner. The applicant requests to provide larger homes on the existing lot configurations that were previously approved with a minimum lot size of 5,400 SF. Household size is growing larger due to the need to care for elderly parents and children staying home due to rising housing costs. This promotes the construction of five (5) bedroom homes to accommodate today's household needs. These special conditions and circumstances are not the result of the actions of the landowner.

3. *Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;*

   Because of the special conditions and circumstances, the literal application of this provision would effectively deprive the landowner of rights commonly enjoyed by other properties and would result in unnecessary and undue hardship. Without the approval of the variance, the landowner would suffer an unnecessary and undue hardship as the 40% Lot Coverage, Max, Roofed Area requirement per Section 10-2.2(C), Table 10-2.2: Dimensional Standards for Residential Districts, Code of Ordinances, would deprive future homeowners of the rights commonly enjoyed by other properties within the Woodlands by limiting the number of available model homes. As such, the special conditions and literal enforcement of this provision would effectively deprive the landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship.

4. *The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;*

   The variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties as without the variance, two hundred forty-two (242) lots out of the three hundred thirty-five (335) lots where the additional fourteen (14) home models are offered would be unbuildable. Relief is requested to allow the perspective buyers with multiple model options. The granting of the variance would not confer any special privilege and would not confer any special privilege on the landowner that is denied to other similarly situated properties.

5. *The extent of the Variance is the minimum necessary to allow a reasonable use of the property;*

The extent of the variance is the minimum necessary to allow a reasonable use of the property. Without the variance, future owners would have a limited choice of models for the three hundred thirty-five (335) buildable lots. Therefore, the extent of the Variance is minimally necessary to allow a reasonable use of the property.

6. *The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;*

   The variance is in harmony with the general purpose and intent of the Land Development Code and preserves its spirit as the purpose of the RE (Residential Estate) zoning district is to provide for primarily large-lot, single family neighborhoods. As such, the variance is in harmony with the general purpose and intent of the Land Development Code and preserves its spirit.

7. *The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.*

   The variance will not adversely affect the health or safety of persons residing or working in the neighborhood and will not be injurious to property or otherwise be detrimental to the public welfare as all additional models provide two-car garages that promote safety by avoiding parking in the right-of-way.

8. *The Variance is consistent with the Comprehensive Plan.*

   The variance is consistent with the City of Tamarac Comprehensive Plan, Future Land Use Element, Policy 1.4, which states, “The City will continue to promote “quality development” in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code which promote the highest standards of urban development and community aesthetics.” The proposed models will meet the development standards of the RE (Residential Estate) zoning district with approval of the variance. Therefore, the variance is consistent with the Comprehensive Plan.

It is the opinion of the Director of Community Development that the request for the variance meets each of the general variance review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based upon the above analysis of the application.

CONCLUSION: This item supports Goal #1 of the City of Tamarac’s 2040 Strategic Plan, “Tamarac is Home.” The approval of the variance will allow for fourteen (14) additional model homes within the Woodlands Residential development thereby providing a great quality of life that is inclusive and equitable.

The Director of Community Development recommends that the City Commission approve the proposed variance request at its October 22, 2025 meeting with the following condition of approval:

1. Provide letter from Edward Silva Architect stating that the Architectural Package (A-0 through A-31) for Woodlands County Club, 13th Floor Homes, that carries the seal of Edward Silva, Registered Architect, are still valid and may be utilized.

FISCAL IMPACT: The proposed single-family residential development will provide an estimated $2,227,820.00 in annual revenue to the City of Tamarac once the project is fully constructed. Additionally, the City can expect to receive $7,160,108.00 in one-time revenues from the proposed development.

INTERVENING ACTION: At its October 1, 2025 meeting, the Planning Board considered the application and voted 2–2 on a motion to forward a favorable recommendation for approval to the City Commission at its October 22, 2025 meeting. As a majority vote is required for a motion to pass, the tie vote resulted in no action being taken and the item did not receive a favorable recommendation from the Planning Board.

Maxine A. Calloway,
Director of Community Development

Attachment: Temporary Resolution No 14310
Site Plan Justification Statement
Location Map
Site Plan
Traffic Impact Study
Planting Plan
Building Elevations

MAC/RWJ

Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

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FINAL ORDER FOR DEVELOPMENT PERMIT

BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO – 2025 – _____

HEARING DATE: October 22, 2025
CASE NO. 3-B-25

IN RE: The Application of: Woodlands Country Club – Lot Coverage Variance
Location: South of W Commercial Boulevard, North of NW 44 Street, East of NW 64 Avenue, and West of Rock Island Road, situated on various portions of the former "Woodlands Golf Course"

Property Folio Identification Number: 4941-14-07-0010

Property Legal Description: WOODLANDS COUNTRY CLUB PB 67-30 B LESS FOL: PARS A-J,L,M,N, TRS R-1 THRU R-11, TRS C-1,C-2,C-3, TR L-1,ALL OF 25' TR ABUT E/L OF SAID PLAT, ALL OF 28' TR ABUT N/L OF SAID PLAT, LESS OR 5337/607,OR 12713/821,OR 38923/ 1547,LESS NE 4 AC OF W.C.C PER PLAT 67-30 B DESC AS,COMM NE COR OF W.C.C. OF PLAT 67-30B,S 52.10 ,W 25 TO POB,S 285.02,W 563.51, N 309.09,E 538.95,ELY/SLY 38.81 TO POB,LESS POD E PER 119808295

FINAL ORDER APPROVING/DENYING VARIANCE

Michael Nunziata, authorized representative for the property owner, Woodlands Club Holdings, LLP, filed an application with the City of Tamarac Department of Community Development ("City") seeking approval of the following Variance Request:

Case # 3-B-25 – Petition: Section 10-4.10(E)(2)(a), Table 10-4.12, Code of Ordinances:

A variance requesting relief from Section 10-2.2(C), Table 10-2.2: Dimensional Standards for Residential Districts, Code of Ordinances, to allow for a Lot Coverage, Max, Roofed Area of 53.2% in Pod A; 54.9% in Pods B, C, D, and F; 53% in Pod G; and 46.8% in Pod H versus 44% allowed pursuant to an Administrative Adjustment Development Approval ordered on September 20, 2023, by the Director of Community Development above the Lot Coverage, Max, Roofed Area of 40% permitted.

Notice of the request for the Variance was given pursuant to Chapter 2, Article X and Chapter 10, Section 10-5.3(F) of the City of Tamarac Code of Ordinances. The City Commission of the City of Tamarac ("Commission") has identified that the property located at South of W Commercial Boulevard, North of NW 44 Street, East of NW 64 Avenue, and West of Rock Island Road, situated on various portions of the former "Woodlands Golf Course" (the "Property") is located in the RE (Residential Estate) Zoning District.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **October 1, 2025**, and **voted 2–2 on a motion to forward a favorable recommendation for approval to the City Commission. The tie vote resulted in no action being taken and the item did not receive a favorable recommendation from the Planning Board.**

Following consideration of all testimony and evidence presented at the City Commission hearing on **October 22, 2025**, and pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, the Commission **FINDS**:

i. That special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do/do not generally apply to other property subject to the standard from which the Variance is sought.

ii. The special conditions and circumstances referred to above are/are not the result of the actions of the landowner.

iii. Because of the existence/lack of special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would/would not effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought and would/would not result in unnecessary and undue hardship on the landowner.

iv. The Variance would/would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought.

v. The extent of the Variance is/is not the minimum necessary to allow a reasonable use of the property.

vi. The Variance is/is not in harmony with the general purpose and intent of this Code and preserves its spirit.

vii. The Variance would/would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.

viii. The Variance is/is not consistent with the Comprehensive Plan.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Applicants' request for Variance approval, as outlined, is hereby **GRANTED/NOT GRANTED** with the following condition of approval:

1. Provide letter from Edward Silva Architect stating that the Architectural Package (A-0 through A-31) for Woodlands County Club, 13th Floor Homes, that carries the seal of Edward Silva, Registered Architect, are still valid and may be utilized.

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2025, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

By: _____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

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STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I hereby certify that on this day, before me, by means of ☑ **physical presence or** ☐ **online** notarization, appeared City Commission, Mayor Michelle J. Gomez, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac ("City") City Commission, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City Commission.

Sworn to and subscribed before me this _____ day of _____, 2025.

_____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

This Board Order was filed in the Office of the City Clerk on this ___ day of _____ 2025.

Building Communities Centered Around You

August 8, 2025

To: Maxine A. Calloway, Esq., AICP
Community Development Department Director
7525 NW 88 Avenue, Room 206
Tamarac, FL 33321

From: Osny G. Jean, AICP
13th Floor Homes
699 North Federal Highway, Suite 450,
Fort Lauderdale, FL 33304

Re: Woodlands Lot Coverage Variance

WOODLANDS CLUB HOLDINGS LLLP (the "Applicant") is the owner of the 165.53 single-family zoned portion of the total 276.478-acre property located at 4600 Woodlands Boulevard (Property ID: 4941-14-07-0010) ("Property") in the City of Tamarac (the "City"). The Property previously received approval to construct 335 single family homes subject to the Woodlands Development Agreement recorded as Instrument# 119818915 of the Official Records of Broward County (the "Development Agreement").

LOCATION & PROJECT HISTORY

The Woodlands Country Club is generally located north of NW 44th Street, south of W. Commercial Boulevard, west of Rock Island Road, and east of NW 64th Avenue within the jurisdictional boundaries of the City of Tamarac. The Woodlands Country Club began operation in the early 1970s with a clubhouse, two 18-hole golf courses, and a community of approximately 892 single family homes surrounding the fairways. The golf course operations have since ceased and the clubhouse and all associated amenities have since been abandoned. A Land Use Plan Map Amendment and Rezoning for 165.53 acres of the Woodlands community formerly utilized as fairways was approved by the City Commission on March 22, 2023, via Ordinance 2023-004 to allow for up to 335 single-family homes to be added to a portion of the land that was formerly fairways. A Site Plan for the 335 single family homes was approved by the City Commission on November 8, 2023, via Resolution 2023-137. Resolution R-2023-137 was further amended on August 28, 2024, by City Commission Resolution R-2024-081 to approve a site plan amendment which reallocated seven (7) lots from Pod E to other pods and designates the 6.116-acre Pod E as an open space pod.

The 6.116-acre recreation parcel is immediately south of the intersection of Woodlands Boulevard and Mulberry Drive. The parcel has a land use designation of Recreation. The parcel

has a Zoning designation of Recreation (RC). The residential zoned properties within the Woodlands community have a Land Use designation of Low (5) Residential, and Low (5) Residential restricted to (0-3) du/ac, and have a Zoning designation of Residential Estate. The proposed recreational center is compatible with the adjacent Land Use and Zoning designations of the surrounding properties. A summary of the approved development is provided below:

Residential Pod	Land Area	Dwelling Units	Density
A	10.62 acres	19	1.79
B	15.36 acres	37	2.41
C	12.51 acres	31	2.47
D	20.05 aces	27	1.35
E	7.67 acres	Open Space	Open Space
F-North	19.76 acres	27	1.36
F-South	19.17 acres	36	1.88
G	49.67 acres	142	2.86
H	10.72 acres	16	1.49
TOTAL DENSITY OF NEW RESIDENTIAL PODS	165.53 acres	335 DUs	2.02 DU/Acre
TOTAL DENSITY OF NEW RESIDENTIAL PODS, ADDING IN 109.93 AC OPEN SPACE PARCELS	275.46 acres	335 DUs	1.22 DU/Acre
EXISTING WOODLANDS RESIDENTIAL – Sections 1-8	291.92 acres	892DUs	3.05 DU/Acre
BLENDED DENSITY OF NEW WOODLANDS COMMUNITY	567.38 acres	1,227 DUs	2.16 DU/Acre

Due to the unique design constraints associated with infill development, the opportunity to provide additional open space, and the Applicant's desire to offer larger quality homes, as permitted by Chapter 10-5.4 of the City of Tamarac's Land Development Code, an Administrative Adjustment (Case No. 8-B-19) to allow a 10% deviation from the standard lot development regulations was requested to the minimum lot width, minimum lot size, minimum side setback, and maximum lot coverage (roofed area). The following table summarizes the Administrative Adjustment obtained from Section 10-2.2(C), Table 10-2.2 Dimensional Standards for Residential Districts, Code of Ordinances:

Code Requirement	Approved Variance
Minimum 6,000 square foot lot size	5,400 square foot lot size
60-foot lot width	54-foot lot width
40 percent maximum lot coverage	44 percent maximum lot coverage
7.5-foot minimum interior setback	6.75-foot minimum interior setback

PROJECT DETAILS

The Applicant has submitted a minor site plan amendment to the approved Major Site Plan Resolution 2023-137 to allow for additional home models and elevations (the "Site Plan Amendment"), while keeping the approved models and enhancing mid-century modern-like style in accordance with Section 5 of the Development Agreement. All dwelling units are to remain as single-family detached residences with no changes to building height, massing, density, or lot layout. The existing homes within the Woodlands community provide large quality homes and ample open space. The Applicant has committed to continuing upholding this standard with its new 335 homes by proposing fourteen (14) models that meet the aesthetic and dimensional standards established by the Code of Ordinances. With the proposed models however, certain proposed homes have exceeded the forty-four (44) percent maximum lot coverage approved by the Administrative Adjustment. The Applicant is requesting a variance to allow for an increase in lot coverage from forty (44) percent to 53.2 percent in Pod A, 54.9 percent in Pod B, 54.9 percent in Pod C, 54.9 percent in Pod D, 54.9 percent in Pod F North, 54.9 percent in Pod F South, 53 percent in Pod G, and 46.8 percent in Pod H. The requested variance is described in more detail below.

As previously stated, the proposed development of 335 new single-family homes within the Woodlands community is an infill development on a former golf course. The Property is intertwined with the existing Woodlands community of 892 single family homes, lakes, and vegetation. Additionally, the Applicant is preserving Pod E as an open space pod and providing new lakes. These circumstances result in the approved 335 single family home lots having distinct shapes and dimensional differences. The future homeowners of this new community will have the option to choose from an average of four (6) different home models per pod. While some models fit on all the lots within their assigned pod, certain models exceed the allowed lot coverage which would limit the available home choices for the homeowners and render only twenty-one (21) percent of the lots being buildable. Meeting the forty-four (44) percent lot coverage would require elimination of either a bedroom, patio, garage, or other vital part of the proposed home models. More specifically:

Pod A homeowners will be able to choose from 1-story models one (1) through eight (8). Within that pod models one (1) through six (6) propose lot coverages coverage between 31.4 percent and 42.3 percent while models 7 and 8 propose a 48.7 percent and 53.2 percent lot coverage

respectively. As a result of this exceedance with models 7 and 8, a variance to allow a 53.2 percent lot coverage is being requested for Pod A.

Pod B homeowners will also choose from 1-story models one (1) through eight (8). Pod B contains four (4) different lot types (54'x100', 54'x115', 70'x100', and 70'x115') where models one (1) through eight (8) propose lot coverages coverage between 34.4 percent and 54.9 percent. To illustrate, model 1 covers 46.8 percent of the 54'x100' lots while covering 40.7 percent of the 54'x115' lots, and 36.1 percent of the 70'x100' and the 70'x115' lots. This situation would render all the 54'x115' lots within Pod B unbuildable since only model 1 can be built on that lot size. A similar scenario applies to lots sized 54'x115' where models 1-5 are offered but only model one (1) is buildable. As a result of these exceedances, a variance to allow a 54.9 percent lot coverage is being requested for Pod B. The typical lot fit study for Pod B, which demonstrates how each model fits their assigned typical lot is provided as an exhibit of the application.

Pod C allows homeowners to choose from 1-story models one (1) through five (5). Within that pod models two (2) through five (5) propose lot coverages coverage between 45.4 percent and 54.9 percent which are unbuildable at the current 44 percent lot coverage. Model 1 provides 40.7 percent coverage. As a result of the exceedances with models 2-5, a variance to allow a 54.9 percent lot coverage is requested for Pod C.

Pod D homeowners will choose from 1-story models one (1) through five (5) through typical lots sizes 54'x100' and 54'x115'. Model 1 is only available on typical lots 54'x100' and it proposes a 46.8 percent lot coverage making it unbuildable. Within the 54'x115' lots, only model 1 fits and model five (5) covers the largest portion of lots at 54.9 percent. As a result of these exceedances, a variance to allow a 54.9 percent lot coverage is requested for Pod D.

Pod F homeowners will choose from 1-story models one (1) through six (6) located in three (3) different lot types (54'x100', 54'x115', and 70'x100'). To illustrate, model 1 covers 46.8 percent of the 54'x100' lots but fits on all other lot types. No other model fits the 54'x115' lots and only models one (1) and six (6) fit lots 70'x100'. Model five (5) has the largest percentage of lot coverage within Pod F at 54.9 percent. As a result of the exceedances, a variance to allow a 54.9 percent maximum lot coverage is requested for Pod F.

Pod G is the only pod which allows homeowners to choose from 2-story models nine (9) through fourteen (14) distributed in four (4) different lot types (54'x100', 54'x115', and 64'x100'). Models offered within that pod cover as low as 32 percent (model 9 in lot 54'x115') and as high as 53 percent (model 13 in lot 54'x'115'). Within that pod, the primary reason for the lot coverage exceedance is the covered terrace of the home models. For instance on the lot typical plans, both models ten (10) and twelve (12) demonstrate how a supposed option without a covered terrace would fit their allocated typical lots while the only option which includes the covered terrace does not fit on some lots (this is shown for demonstration purposes as no models are being offered without a terrace). As a result of the exceedances, a variance to allow a 53 percent lot coverage is requested for Pod G.

Pod H homeowners will choose from 1-story models one (1) through five (5) located in two (2) different lot types (54'x115', 54'x135'). Models offered within that pod cover as low as 34.7 percent (model 1 in lot 54'x135') and only model five (5) exceeds the lot coverage at 46.8 percent. A variance to allow a maximum 46.8 percent lot coverage is requested for Pod H.

In addition to the above descriptions of the requested variance, it is necessary to emphasize that the other home model options within the pods are below the allowed 44 percent lot coverage. This variance is requested to create the availability of home choices for future residents and maintain the architectural variety that has been the identity of the Woodlands community. It is not expected that a majority of future homeowners will opt to build the models with the largest lot coverage or choose uniform models within the same street. These special circumstances requiring the variance described above apply to 242 out of the 335 proposed lots and a summary of the requested variance per pod is provided in the Property Development Regulations chart provided as sheet SP-1.1 of the application.

Although the Site Plan Amendment is approved administratively, this variance request to increase the permitted low coverage to allow the construction of the fourteen (14) home models requires decision by the City Commission following a recommendation of the Planning and Zoning Board subject to the variance standards from Section 10-5.4(Q)(4), Code of Ordinances:

Section 10-5.4(Q)(4) **Review Standards**

(a) **General Variance Review Standards.** A Variance application shall be approved only if the City Commission reaches each of the following conclusions, based on findings of fact supported by competent, substantial, and material evidence presented at the hearing:

(i) There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;

Applicant response: Site Plan Resolution 2023-137 has established lot layouts appropriate to both the existing Woodlands homes the proposed development. These lots have been designed to preserve the maximum amount of common open space and avoid negative impacts on the existing homes while providing large quality homes appropriate for the Woodlands community. The future homeowners of this community will have the choice of multiple models per pod. While some models fit on all the lots within their assigned pod, certain models exceed the allowed lot coverage. This would limit the available home choices for the homeowners and only certain models are buildable in those instances. Meeting the forty-four (44) percent lot coverage would require elimination of either a bedroom, patio, garage, or other vital part of the proposed home models. These special circumstances which relate to 242 out of the 335 lots within the proposed development generally do not apply to other

properties and they are necessary to maintain the already established community standards for the Woodlands.

(ii) The special conditions and circumstances referred to above are not the result of the actions of the landowner;

Applicant response: The special conditions and circumstances referred to above are directly related to the established architectural and open space standards established by the City of Tamarac and the Woodlands community as well as the necessity to retain the existing lot configurations which do not negatively impact the existing Woodlands homes.

(iii) Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;

Applicant response: Because of the special conditions and circumstances referred to above, the literal application of the 40% maximum lot coverage requirement per Section 10-2.2(C), Table 10-2.2, would deprive the future homeowners of rights commonly enjoyed by other properties within the Woodlands including but not limited to having a large quality home with adequate yard space, having enough bedrooms, and having multiple model options to choose from.

(iv) The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;

Applicant response: The Variance would not confer any special privilege on the Applicant or future landowners that is denied by law to other similarly situated properties. The Variance allows the Applicant to develop the property to provide quality homes that meet the existing standards of the Woodlands community. The Woodlands is known to be a community where there exist large homes with terraces and green spaces. Without the Variance, 242 out of 335 of the lots where the 14 home models are offered by the Applicant would be unbuildable and the Applicant would have to eliminate bedrooms, patios, garages, or other parts of the homes.

The City has approved similar variances in the past, more specifically Planning Board Cases 2-B-15, 8-B-15, and 6-B-16 subject to the General Variance Review Standards.

In Case 2-B-15, for a property zoned R-3, similar to the subject Property, the Planning Board of the City of Tamarac approved a variance for a maximum plot coverage of 50% in lieu of the required 40% maximum plot coverage. For this application, it was necessary to approve this lot coverage variance and other variances due to the property being restricted by surrounding waterways and roadways. This variance was necessary to allow the property to be developed despite the existing constraints of the property which are not normally present in other properties.

In Case 8-B-15, the Planning Board of the City of Tamarac approved a variance for a maximum plot coverage of 50.2% in lieu of the required 30% maximum plot coverage for a R-3 zone property. It was also judged necessary to approve this variance due to the existing Florida Turnpike right-of-way abutting the property, the shape of the property, as well as lakes and other waterways abutting the property. To allow the homes on this property to be buildable, the variance to increase lot coverage was necessary because these special circumstances are unique to this property and not generally applicable to other properties.

In Case 6-B-16, the Planning Board of the City of Tamarac approved a variance to allow a maximum plot coverage of 57% in lieu of the required 40% for a property zoned R-1. In this case, the property is similar to the subject Property due to it being a golf property. Allowing this variance to increase lot coverage was necessary to provide the appropriate homes while keeping the maximum amount of open space and avoid disturbing existing lakes. This variance was required because of the special circumstances surrounding this golf community and these circumstances are not common in other properties.

The subject Property is on a golf course where it contains 335 lots surrounded by lakes and other existing restrictions such as trees, open space to remain, and surrounding existing homes. All three previously mentioned cases relate to the currently requested variance to increase lot coverage because they have similar unique circumstances which are generally applicable to other properties within the City. This special privilege conferred to the other previously listed cases is also applicable to the subject Property subject to the same standards due to the unique circumstances affecting the Property.

(v) The extent of the Variance is the minimum necessary to allow a reasonable use of the property;

<u>Applicant response:</u> Without the Variance, future homeowners of the new 335 residences in the Woodlands would have a limited choice of homes that are buildable. This would cause pods to be lined up with either one or two of the same home models which would create a uniform neighborhood which is against the existing character of the Woodlands community which houses large homes of different varieties. The extent of the Variance is the minimum necessary to allow reasonable use of the Property.

(vi) The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;

<u>Applicant response:</u> Allowing for a maximum lot coverage of 53.2 percent in Pod A, 54.9 percent in Pod B, 54.9 percent in Pod C, 54.9 percent in Pod D, 54.9 percent in Pod F North, 54.9 percent in Pod F South, 53 percent in Pod G, and 46.8 percent in Pod H in lieu of the required maximum lot coverage of 44 percent allows for the Applicant to meet the intent of Section 10-2.7- Overlay Zoning Districts of the Code of the Ordinances. More Specifically:

Section 10-2.7(C)(1) outlines the purpose and intent of the regulations provided the Woodlands Overlay District as serving to "preserve the neighborhood character, promote its high quality and appearance, maintain property values and protect the public health, safety and welfare". The proposed Variance also seeks to create a high-quality community through the types of home models offered and maintaining the open spaces.

Section 10-2.7(C)(2) specifically states that the intent of the Woodlands Overlay district is to "protect the existing aesthetics of the Woodlands community to ensure high-quality development compatible with the surrounding existing development." The Applicant is providing homes that meet the architectural standards with similar features including home sizes similar to the existing homes within the community.

Section 10-2.7(C)(5) limits the parking and storage of motor vehicles except in approved vehicle use areas including garages. The requested Variance is necessary in many cases to allow enough garage spaces to accommodate up to three (3) vehicles. This would allow for enough parking on the home lots and avoid parking on the streets or swale areas.

As evidenced by Code sections 10-2.7(C)(1), 10-2.7(C)(2), and 10-2.7(C)(5), the Variance is requested to meet the standards of the existing Woodlands community therefore is in harmony with the general purpose and intent of this Code and preserves its spirit.

(vii) The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and

Applicant response: The requested Variance will retain the existing model sizes and large parking garage which will help promote safety by avoiding parking along the roadway. Additionally, the proposed lot coverage increase does not affect the roadways or other areas of the overall development. The increase lot coverage does not affect setbacks, easements, required pervious/impervious space, or other residents within the community.

(viii) The Variance is consistent with the Comprehensive Plan.

Applicant response: The requested variance is consistent with Future Land Use Policy 8.3 which requires the protection of existing and planned residential areas, including single family neighborhoods, from disruptive land uses and nuisances. The Variance is promoting the continuation of the Woodlands community with the high quality homes that exist today. By allowing the homes to be buildable in the current proposed form, the vacant land of the former Woodlands golf course is utilized in its best use and it avoids illegal, unhealthy and unsightly trash dumping, as well as a new community of homes which will continue to maintain the green spaces in the community.

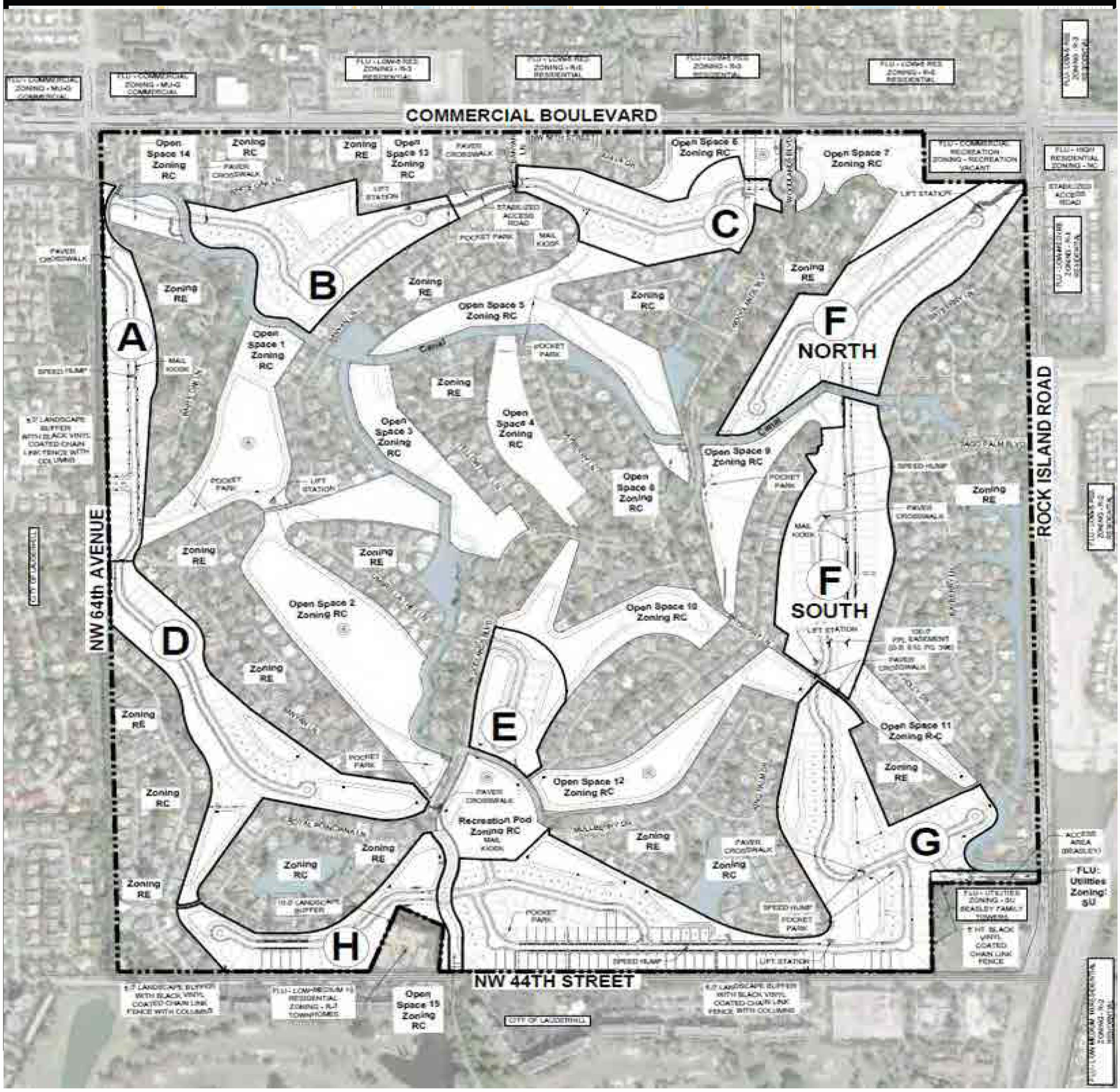
The Variance is consistent with the Comprehensive Plan Future Land Use Policy 10.2 which requires safe and convenient onsite traffic circulation and adequate of-street parking because it allows the future residents to keep large parking garages in addition to their driveways which prevents their guest from parking along the roadways and disturbing circulation.

The Variance is consistent with Urban Design Element policy 3.3 which states: "The City shall strive to gradually enhance the quality of existing development throughout the City through the review and application of design standards and guidelines, while also being adaptable to reasonable considerations as determined necessary." The requested Variance is a reasonable and necessary consideration which would continue to provide the high-quality homes as exist in the Woodlands today.

CLOSING

Thank you for your consideration of the submitted variance to allow a maximum lot coverage of 53.2 percent in Pod A, 54.9 percent in Pod B, 54.9 percent in Pod C, 54.9 percent in Pod D, 54.9 percent in Pod F North, 54.9 percent in Pod F South, 53 percent in Pod G, and 46.8 percent in Pod H in lieu of the required maximum lot coverage of 44 percent. The requested variance to the Site Plan is consistent with the Land Use and Zoning designation of the Subject Site and is consistent with the development parameters set forth in the Development Agreement. The requested variance to the development is compatible with the existing Woodlands residential community and will allow for much needed improvements to the existing infrastructure improvements and community amenities. The development will create new desirable neighborhoods, will expand the City's tax base and be an efficient use of land that would otherwise be underutilized.

Woodlands County Club
Variance
Case # 3-B-25



Subject Property

TAMARAC

The City For Your Life

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

Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

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Space Above This Line for Recording

BEFORE THE DIRECTOR OF COMMUNITY DEVELOPMENT CITY OF TAMARAC, FLORIDA

DATE: September 5, 2023
CASE NO. 8-B-19

IN RE: The Application of: Woodlands Residential
4600 Woodlands Blvd

Property Folio Identification Number: 494114070010

Property Legal Description: WOODLANDS COUNTRY CLUB PB 67-30 B LESS FOLLOWING TRS R 1 THRU & INCL R11 & LESS TRS C1 C2 & C3 & LESS TR L1 & LESS RD R/WS & LESS OR 5337/607 & OR 12713/821 & OR 38923/1547.

ADMINISTRATIVE ADJUSTMENT DEVELOPMENT APPROVAL

The applicant, Michael Nunziata, 13th Floor Woodlands HB GP, designated agent for the property owner, Clublink Us LLC, filed an application with the City of Tamarac ("City") Community Development Department seeking approval of the following Administrative Adjustments:

Administrative Adjustment Request: *Section 10-2.2(C), Table 10-2.2: Dimensional Standards for Residential Districts, Code of Ordinances:*

An administrative adjustment from Section 10-2.2(C), Table 10-2.2: Dimensional Standards for Residential Districts, Code of Ordinances, to allow for a minimum five thousand four hundred (5,400) square foot lot size, a minimum fifty-four (54) foot lot width, a maximum lot coverage of forty-four (44) percent, and a minimum interior side setback of 6.75 feet in lieu of a minimum six thousand (6,000) square foot lot size, a minimum sixty (60) foot lot width, a maximum lot coverage of forty (40) percent, and a minimum interior side setback of 7.5 feet, respectively (see Exhibit "A").

The Community Development Director has identified that the properties located in Woodlands Residential Pod A, B, C, D, F-North, F-South, G, and H, Tamarac, Florida (the "Property") are in the Residential Estate (RE) Zoning District, and following the review of the Application for Administrative Adjustment, determines that the Adjustment falls within the limitations set forth in Table 10-5.3: "Allowable Administrative Adjustments", and the standards contained in Section 10-5.4(P)(4) of the Land Development Regulations, and finds as follows:

(a) The Administrative Adjustment is consistent with the character of development in the surrounding area, and will not result in incompatible development.

(b) Any adverse impacts resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

(c) The Administrative Adjustment is of a technical nature (i.e., relief from a dimensional or design standard), and is either:

(i) Required to compensate for some unusual aspect of the development site or the proposed development that is not shared by landowners generally;

(ii) Proposed to protect sensitive natural resources or save healthy existing trees; or

(iii) Required to eliminate a minor inadvertent failure to fully comply with a standard.

(d) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety.

(e) The Administrative Adjustment is consistent with the purpose of the zoning district where located and with the Comprehensive Plan.

Pursuant to the authority contained in Chapter 10-5.4 (P) of the City of Tamarac Code of Ordinances, the Applicant's request for Administrative Adjustment approval as outlined is hereby **GRANTED.**

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this 20 day of September, 2023, in Tamarac, Florida.

DIRECTOR, COMMUNITY DEVELOPMENT
CITY OF TAMARAC, FLORIDA

By: _____
MAXINE CALLOWAY

ATTEST:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The forgoing instrument was acknowledged before me by means of ☑ **physical presence** or ☐ **online** notarization, this 20th day of September, 2023, by **Maxine Calloway**, who is personally known to me, who acknowledged that she is Director, Community Development Department, City of Tamarac ("City"), a Florida Municipal Corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City.

My Commission Expires: 10/10/2027

Type or print name of Notary: Collette Tibby

Seal/Stamp

COLLETTE TIBBY NOTARY PUBLIC MY COMMISSION EXPIRES 10-10-2027 STATE OF FLORIDA COMMISSION NUMBER HH 408566

COLLETTE TIBBY NOTARY PUBLIC MY COMMISSION EXPIRES 10-10-2027 STATE OF FLORIDA COMMISSION NUMBER HH 408566

Property Development Regulations - August 2025

Off of Lot Typ

Pod	Zoning District	Dwelling Units	Minimum Lot Dimension Required	Minimum Lot Size Required	Minimum Building Front Setback Required	Minimum Building Front Setback Provided*	Minimum Building Side Setback Required	Minimum Building Side Setback Provided*	Minimum Building Rear Setback Required**	Minimum Building Rear Setback Provided*	Maximum Lot Coverage (Roofed Area) Permitted***	Maximum Lot Coverage (Roofed Area) Provided*	Total Maximum Impervious/ Minimum Pervious Permitted	Total Maximum Impervious/ Minimum Pervious Provided*
A	RE	19	70' x 115'	8,050 sf	20'	20'	6.75'	6.75'	15'	15'	44%	53.2%	70%/30%	60.4%/39.6%
B	RE	1	54' x 100'	5,400 sf	20'	20'	6.75'	6.75'	15'	15'	44%	46.8%	70%/30%	54.4%/45.6%
B	RE	27	54' x 115'	6,210 sf	20'	20'	6.75'	6.75'	15'	15'	44%	54.9%	70%/30%	61.5%/38.5%
B	RE	5	70' x 100'	7,000 sf	20'	20'	6.75	6.75'	15'	15'	44%	39.5%	70%/30%	49.2%/50.8%
B	RE	3	70' x 115'	8,050 sf	20'	20'	6.75'	6.75'	15'	15'	44%	53.2%	70%/30%	60.4%/39.6%
C	RE	1	54' x 100'	5,400 sf	20'	20'	6.75'	6.75'	15'	15'	44%	46.8%	70%/30%	54.4%/45.6%
C	RE	30	54' x 115'	6,210 sf	20'	20'	6.75'	6.75'	15'	15'	44%	54.9%	70%/30%	61.5%/38.5%
D	RE	3	54' x 100'	5,400 sf	20'	20'	6.75'	6.75'	15'	15'	44%	46.8%	70%/30%	54.4%/45.6%
D	RE	24	54' x 115'	6,210 sf	20'	20'	6.75'	6.75'	15'	15'	44%	54.9%	70%/30%	61.5%/38.5%
F-North	RE	27	54' x 115'	6,210 sf	20'	20'	6.75'	6.75'	15'	15'	44%	54.9%	70%/30%	61.5%/38.5%
F-North	RE	6	70' x 100'	7,000 sf	20'	20'	6.75'	6.75'	15'	15'	44%	39.5%	70%/30%	49.2%/50.8%
F-South	RE	4	54' x 100'	5,400 sf	20'	20'	6.75'	6.75'	15'	15'	44%	46.8%	70%/30%	54.4%/45.6%
F-South	RE	26	54' x 115'	6,210 sf	20'	20'	6.75'	6.75'	15'	15'	44%	54.9%	70%/30%	61.5%/38.5%
G	RE	72	54' x 100'	5,400 sf	20'	20'	6.75'	6.75'	15'	15'	44%	50.6%	70%/30%	58.3%/41.7%
G	RE	55	54' x 115'	6,210 sf	20'	20'	6.75'	6.75'	15'	15'	44%	53.0%	70%/30%	60%/40%
G	RE	16	64' x 100'	6,400 sf	20'	20'	6.75'	6.75	15'	15'	44%	40.8%	70%/30%	50.3%/49.7%
H	RE	1	54' x 115'	5,400 sf	20'	20'	6.75'	6.75'	15'	15'	44%	40.7%	70%/30%	47.5%/52.5%
H	RE	15	54' x 135'	6,210 sf	20'	20'	6.75'	6.75'	15'	15'	44%	46.8%	70%/30%	52.4%/47.6%

335 Total DUs

* Calculations based on typical lot. Values may vary based on lot configuration, and post-purchase owner improvements, but will not exceed the minimum setbacks, maximum lot coverage permitted and/or the total maximum impervious/minimum pervious area permitted.

** Lots Adjacent to RC Zoning or Water Bodies: Minimum 8' Building Rear Setback. Applicable lots indicated on Site Plan with asterisk.

*** Lot Coverage includes all roofed structures including covered patios, regardless of walls, but excludes uncovered patios or open mesh screen patios.

Note: Pool, Pool Deck, Hot Tub or Spa are required a minimum 5' side and rear setback and will be permitted seperatley.

Note: Mechanical Equipment, including A/C units: Not permitted within required setbacks.

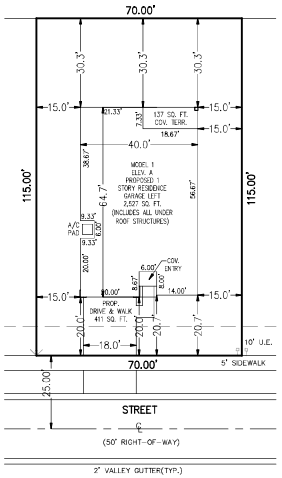
Note: The lot coverage percentage provided are a worst case outlier.

Note: All homes will adhear to be constructed will ahear to the minimum required setbacks (Front: 20', Side 6.75', Rear 15', Adjacent to RC Zoning and Water Bodies 8')

TYPICAL LOTS 70' X 115' (POD A) 1 STORY MODELS 1, 2, 3 & 4

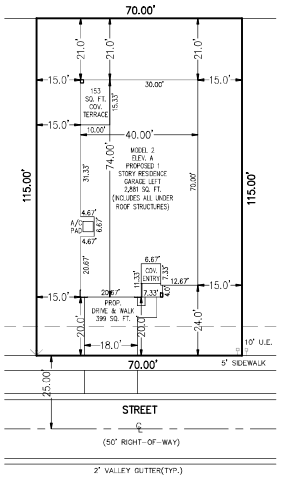
MODEL "1"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE= 31.4% (2,527 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 36.6% *
PROPOSED PERVIOUS AREA: (5,100 SQ.FT.) 63.4% *



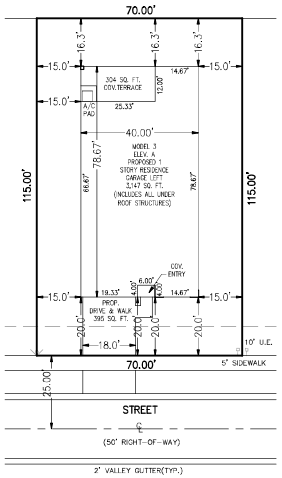
MODEL "2"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE= 35.8% (2,881 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 40.9% *
PROPOSED PERVIOUS AREA: (4,758 SQ.FT.) 59.1% *



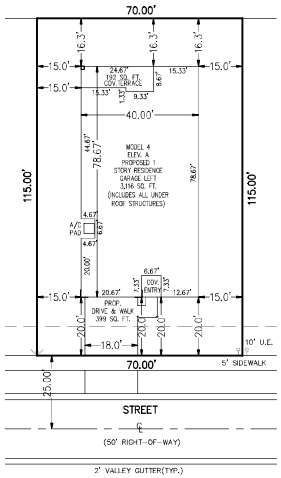
MODEL "3"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE= 39.0% (3,147 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 44.1% *
PROPOSED PERVIOUS AREA: (4,496 SQ.FT.) 55.9% *



MODEL "4"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE= 38.7% (3,116 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 43.8% *
PROPOSED PERVIOUS AREA: (4,523 SQ.FT.) 56.2% *



70' X 115' = 8,050 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 3,542 SQ.FT.

MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

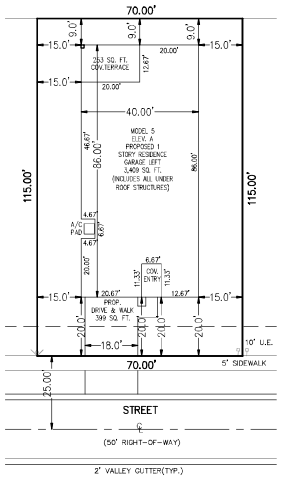
MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(5,635 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (2,415 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

TYPICAL LOTS 70' X 115' (POD A) 1 STORY MODELS 5, 6, 7 & 8

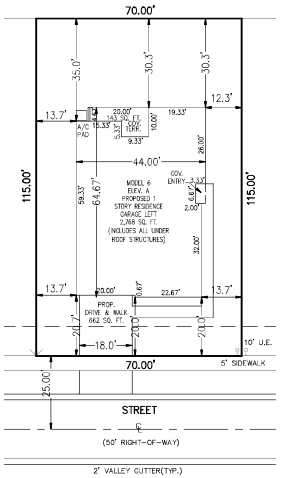
MODEL "5"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,409 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE=42.3% (3,409 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 47.5% *
PROPOSED PERVIOUS AREA: (4,230 SQ.FT.) 52.5% *



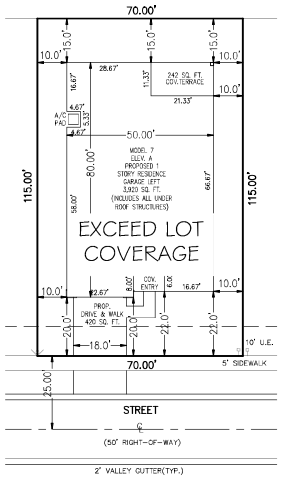
MODEL "6"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,768 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE=34.4% (2,768 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (3,442 SQ. FT.) 42.8% *
PROPOSED PERVIOUS AREA: (4,608 SQ.FT.) 57.2% *



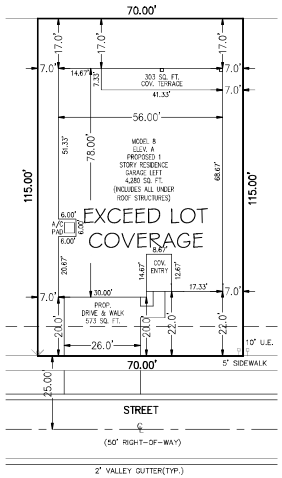
MODEL "7"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,920 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE=48.7% (3,920 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (4,352 SQ. FT.) 54.0% *
PROPOSED PERVIOUS AREA: (3,698 SQ.FT.) 46.0% *



MODEL "8"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 4,280 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE=53.2% (4,280 SQ. FT.)*
PROPOSED IMPERVIOUS AREA: (4,865 SQ. FT.) 60.4% *
PROPOSED PERVIOUS AREA: (3,185 SQ.FT.) 39.6% *



70' X 115' = 8,050 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 3,542 SQ.FT.

MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(5,635 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (2,415 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

REVISIONS	DATE	BY
TYPICAL LOT FIT	5/23/25	AA

FILE NAME: 7924 PERMITS/LOT FITS 7924 LOT FIT STUDY-POD A

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS COUNTRY CLUB
(POD A)
70' X 115' TYPICAL LOT FITS
"CITY OF TAMARAC, BROWARD COUNTY, FLORIDA"

DATE	5/23/25
DRAWN BY	AA
P.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND
SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB #	7924
SHT.NO.	1
OF	1 SHEETS

TYPICAL LOTS 54' X 100' (RE) (POD B) 1 STORY MODEL 1

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 2,376 SQ.FT.

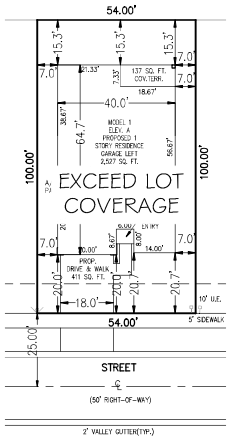
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (3,780 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (1,620 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

MODEL "1"

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE=46.8% (2,527 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,938 SQ. FT.) 54.4% *
PROPOSED PERVIOUS AREA: (2,462 SQ.FT.) 45.6% *



TYPICAL LOTS 54' X 115' (RE) (POD B) 1 STORY MODELS 1, 2, 3, 4 & 5

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 2,732 SQ.FT.

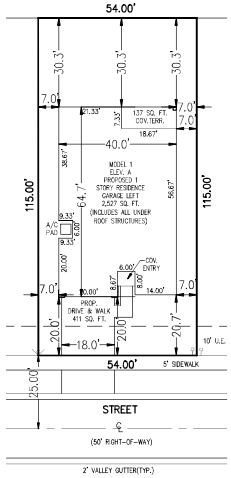
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,347 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (1,863 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

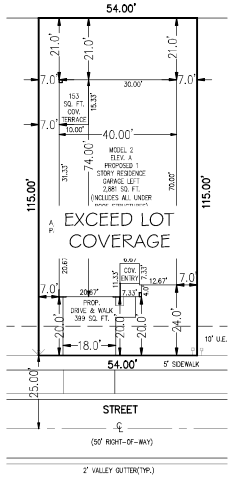
MODEL "1"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 40.7% (2,527 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 47.5% *
PROPOSED PERVIOUS AREA (3,260 SQ.FT.) 52.5% *



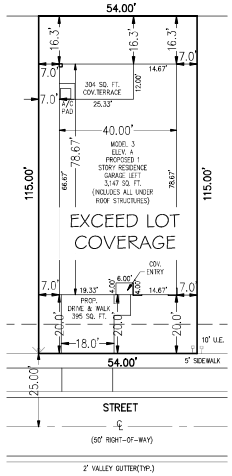
MODEL "2"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 46.4% (2,881 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 53.0% *
PROPOSED PERVIOUS AREA (2,918 SQ.FT.) 47.0% *



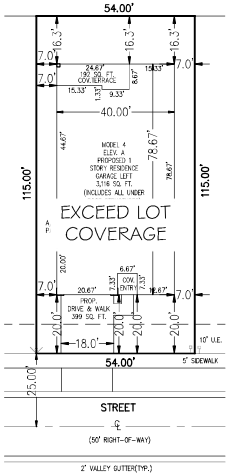
MODEL "3"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 50.7% (3,147 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 57.2% *
PROPOSED PERVIOUS AREA: (2,656 SQ.FT.) 42.8% *



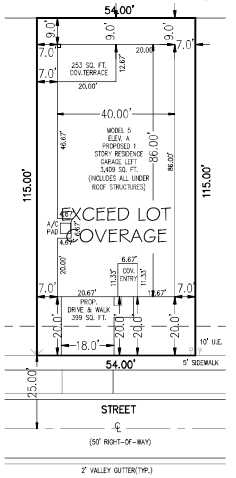
MODEL "4"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 50% (3,116 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 56.8% *
PROPOSED PERVIOUS AREA: (2,683 SQ.FT.) 43.2% *



MODEL "5"

ADJACENT TO WATER BODY OR RC ZONING
54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,409 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE =54.9% (3,409 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 61.5% *
PROPOSED PERVIOUS AREA: (2,390 SQ.FT.) 38.5% *



REVISIONS	DATE	BY
TYPICAL LOT FIT	5/23/25	AA
FILE NAME: 7924\PERMITS\LOT FITS 7924 LOT FIT STUDY-POD B		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS
(POD B)
54' X 100' / 54' X 115' TYPICAL LOT FITS
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DATE	5/15/25
DRAWN BY	AA
P.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB #	7924
SHT.NO.	1
OF	3 SHEETS

TYPICAL LOTS 70' X 100' (RE) (POD B) 1 STORY MODELS 1, 2 & 3

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
:3,080 SQ.FT.

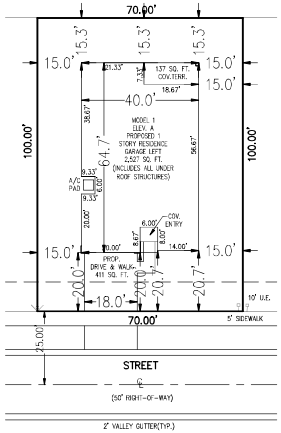
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(4,900 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (2,100 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

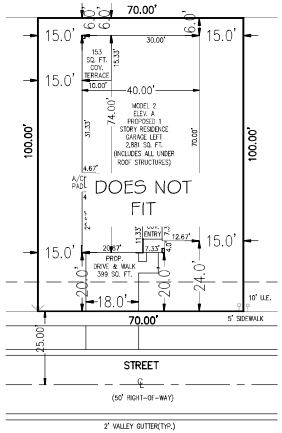
MODEL "1"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 36.1% (2,527 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 42.1% *
PROPOSED PERVIOUS AREA (4,050 SQ.FT.) 57.9% *



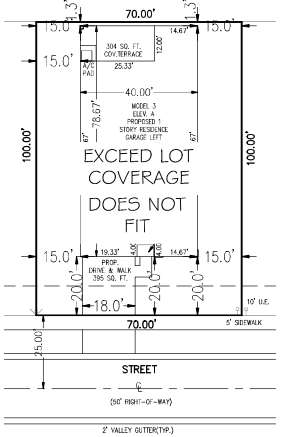
MODEL "2"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 41.2% (2,881 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 47.0% *
PROPOSED PERVIOUS AREA (3,708 SQ.FT.) 53.0% *



MODEL "3"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 45.0% (3,147 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 50.8% *
PROPOSED PERVIOUS AREA (3,446 SQ.FT.) 49.2% *



TYPICAL LOTS 70' X 100' (RE) (POD B) 1 STORY MODELS 4, 5 & 6

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
:3,080 SQ.FT.

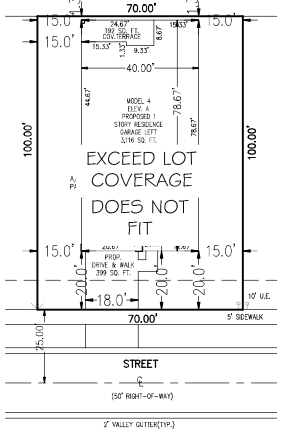
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(4,900 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (2,100 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

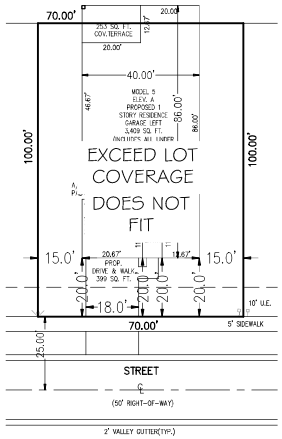
MODEL "4"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 44.5% (3,116 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 50.4% *
PROPOSED PERVIOUS AREA (3,473 SQ.FT.) 49.6% *



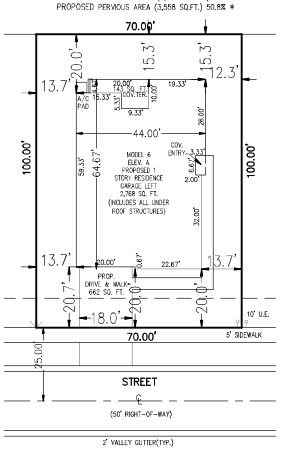
MODEL "5"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,409 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 48.7% (3,409 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 54.6% *
PROPOSED PERVIOUS AREA (3,180 SQ.FT.) 45.4% *



MODEL "6"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,768 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 39.5% (2,768 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,442 SQ. FT.) 49.2% *
PROPOSED PERVIOUS AREA (3,558 SQ.FT.) 50.8% *



TYPICAL LOT FIT	5/23/25	AA
REVISIONS	DATE	BY

FILE NAME: 7924/PERMITS/LOT FITS/7924 LOT FIT STUDY-POD B

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS
(POD B)
70' X 100' TYPICAL LOT FITS
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DATE	5/15/25
DRAWN BY	AA
F.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND
SURVEYOR NO.5505
STATE OF FLORIDA
LB 3591

JOB #	7924
SHT.NO.	2
OF	3 SHEETS

TYPICAL LOTS 70' X 115' (POD B) 1 STORY MODELS 1, 2, 3 & 4

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 3,542 SQ.FT.

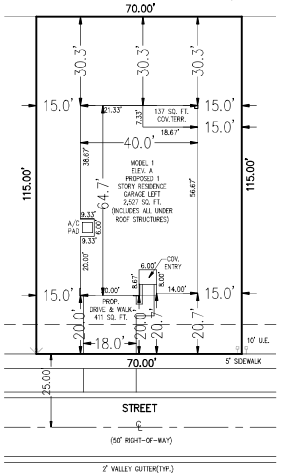
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(5,635 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (2,415 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

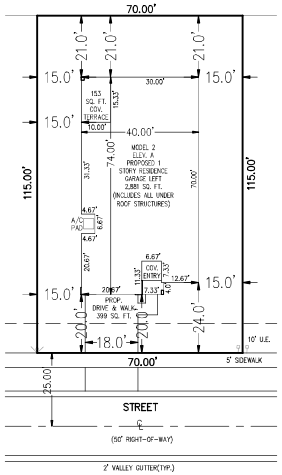
MODEL "1"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 36.1% (2,527 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 42.1% *
PROPOSED PERVIOUS AREA (4,050 SQ.FT.) 57.9% *



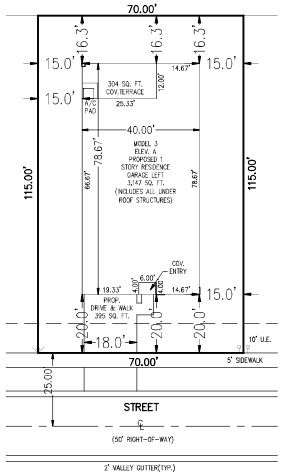
MODEL "2"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 35.8% (2,881 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 40.9% *
PROPOSED PERVIOUS AREA (4,758 SQ.FT.) 59.1% *



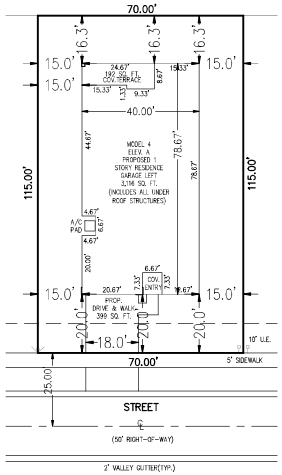
MODEL "3"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 39.1% (3,147 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 44.1% *
PROPOSED PERVIOUS AREA (4,496 SQ.FT.) 55.9% *



MODEL "4"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 38.7% (3,116 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 43.8% *
PROPOSED PERVIOUS AREA (4,523 SQ.FT.) 56.2% *



TYPICAL LOTS 70' X 115' (POD B) 1 STORY MODELS 5, 6, 7 & 8

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 3,542 SQ.FT.

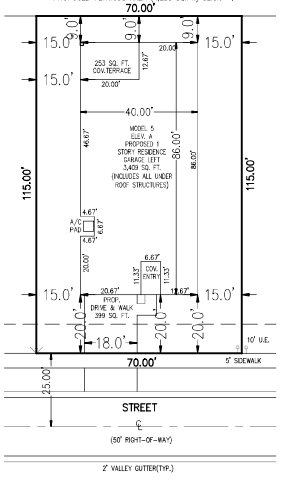
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(5,635 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (2,415 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

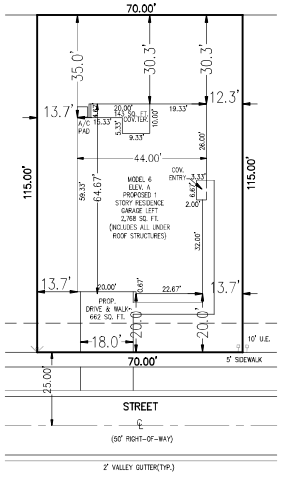
MODEL "5"

ADJACENT TO WATER BODY OR RC ZONING
70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,409 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 42.3% (3,409 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 47.5% *
PROPOSED PERVIOUS AREA (4,230 SQ.FT.) 52.5% *



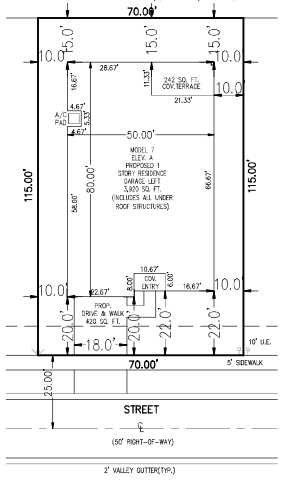
MODEL "6"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,768 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 34.4% (2,768 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,442 SQ. FT.) 42.8% *
PROPOSED PERVIOUS AREA (4,608 SQ.FT.) 57.2% *



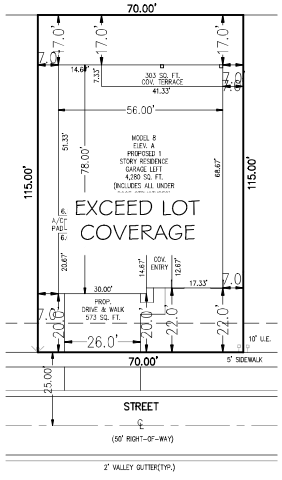
MODEL "7"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,920 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 39.1% (3,920 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (4,352 SQ. FT.) 54.0% *
PROPOSED PERVIOUS AREA (3,698 SQ.FT.) 46.0% *



MODEL "8"

70' X 115' = 8,050 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 4,280 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 53.2% (4,280 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (4,865 SQ. FT.) 60.4% *
PROPOSED PERVIOUS AREA (3,185 SQ.FT.) 39.6% *



TYPICAL LOT FIT	5/23/25	AA
REVISIONS	DATE	BY

FILE NAME: 7924\PERMITS\07 FITS\7924_LOT FIT STUDY-POD B

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS
(POD B)
70' X 115' TYPICAL LOT FITS
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DATE	5/15/25
DRAWN BY	AA
F.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND
SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO.
3
OF 3 SHEETS

TYPICAL LOTS 54' X 100' (RE) (POD C) 1 STORY MODEL 1

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% :2,376 SQ.FT.

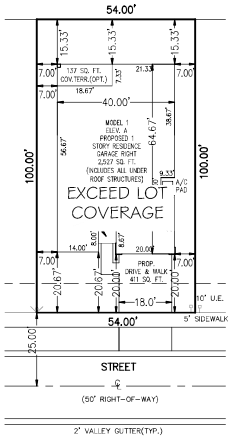
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (3,780 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (1,620 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

MODEL "1"

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE=46.8% (2,527 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,938 SQ. FT.) 54.4% *
PROPOSED PERVIOUS AREA: (2,462 SQ.FT.) 45.6% *



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

REVISIONS	DATE	BY
TYPICAL LOT FIT	5/15/25	AA

FILE NAME: 7924\PERMITS\LOT FITS\7924 LOT FIT STUDY

WOODLANDS
(POD C)
54' X 115' TYPICAL LOT FITS
*CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DATE 5/15/25
DRAWN BY AA
F.B./ PG. N/A
SCALE 1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5005
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO. 1
OF 1 SHEETS

TYPICAL LOTS 54' X 115' (POD C) 1 STORY MODELS 1, 2, 3, 4 & 5

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
:2,732 SQ.FT.

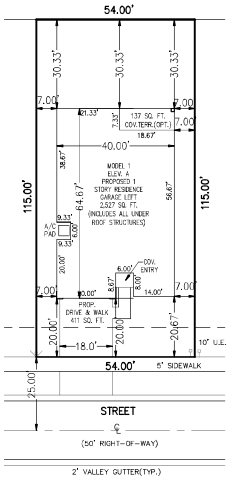
MINIMUM REQUIRED SETBACKS:
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MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,347 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (1,863 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

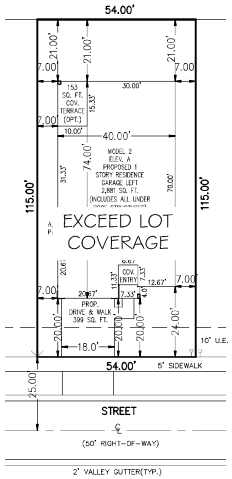
MODEL "1"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 40.7% (2,527 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 47.5% *
PROPOSED PERVIOUS AREA (3,260 SQ.FT.) 52.5% *



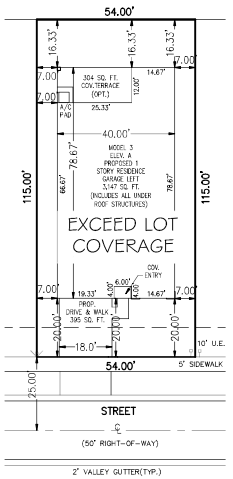
MODEL "2"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 46.4% (2,881 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 53.0% *
PROPOSED PERVIOUS AREA (2,918 SQ.FT.) 47.0% *



MODEL "3"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 50.7% (3,147 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 57.2% *
PROPOSED PERVIOUS AREA: (2,656 SQ.FT.) 42.8% *



54' X 115' = 6,210 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
:2,732 SQ.FT.

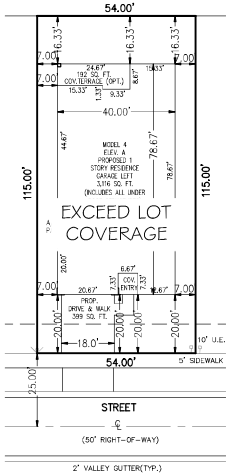
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MAXIMUM IMPERVIOUS AREA PERMITTED: (4,347 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (1,863 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

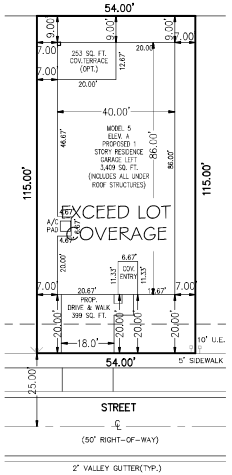
MODEL "4"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 50% (3,116 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 56.8% *
PROPOSED PERVIOUS AREA: (2,683 SQ.FT.) 43.2% *



MODEL "5"

ADJACENT TO WATER BODY OR RC ZONING
54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,409 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE =54.9% (3,409 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 61.5% *
PROPOSED PERVIOUS AREA: (2,390 SQ.FT.) 38.5% *



REVISIONS	DATE	BY
TYPICAL LOT FIT	5/15/25	AA

FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 - FAX (561) 750-1452

WOODLANDS
(POD C)
54' X 115' TYPICAL LOT FITS
"CITY OF TAMARAC", BROWARD COUNTY, FLORIDA

DATE 5/15/25
DRAWN BY AA
F.B./ PG. N/A
SCALE 1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO. 1
OF 1 SHEETS

TYPICAL LOTS 54' X 100' (RE) (POD D) 1 STORY MODEL 1

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
:2,376 SQ.FT.

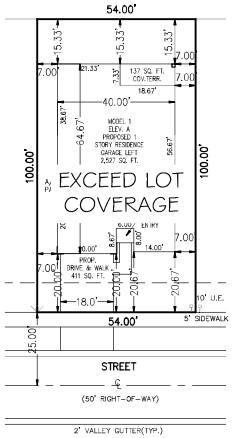
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MINIMUM PERVIOUS AREA PERMITTED: (1,620 SF)
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NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
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MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
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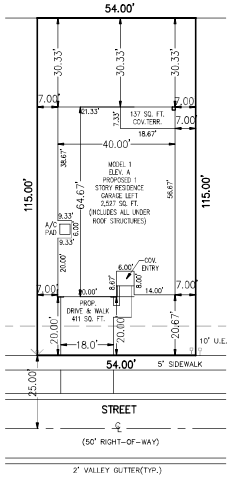
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MAXIMUM LOT COVERAGE PERMITTED 44%
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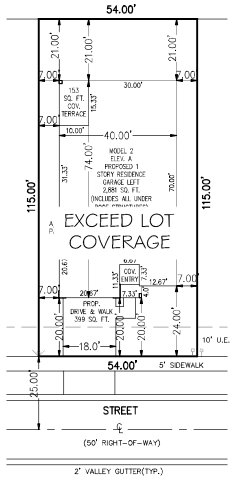
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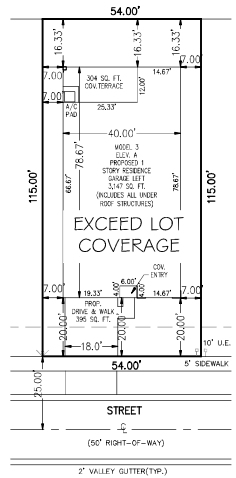
MODEL "2"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 46.4% (2,881 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 53.0% *
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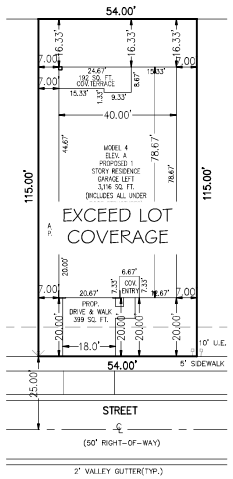
MODEL "3"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 50.7% (3,147 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 57.2% *
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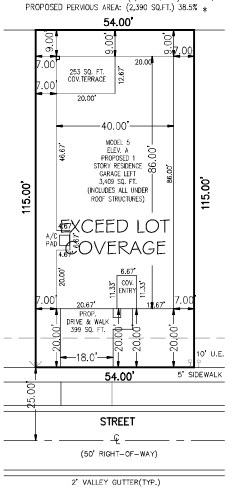
MODEL "4"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 50% (3,116 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 56.8% *
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MODEL "5"

ADJACENT TO WATER BODY OR RC ZONING
54' X 115' = 6,210 SQ. FT. TYPICAL LOT
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REVISIONS	DATE	BY
TYPICAL LOT FIT	5/23/25	AA
FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY-POD D		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS COUNTRY CLUB
(POD D)
54' X 100' / 54' X 115' TYPICAL LOT FITS
"CITY OF TAMARAC", BROWARD COUNTY, FLORIDA

DATE 4/15/25
DRAWN BY AA
F.B./ PG. N/A
SCALE 1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO. 1
OF 1 SHEETS

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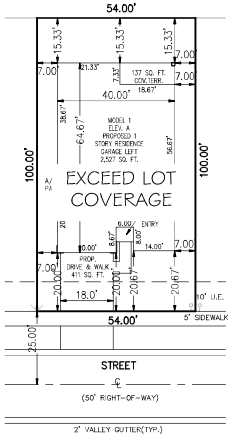
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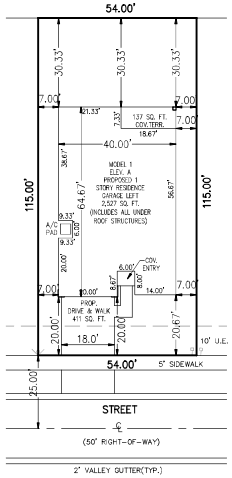
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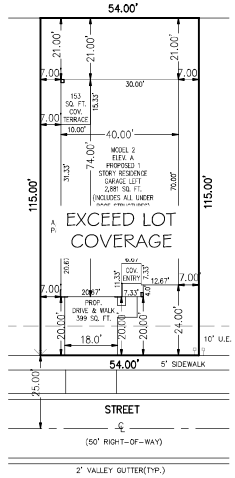
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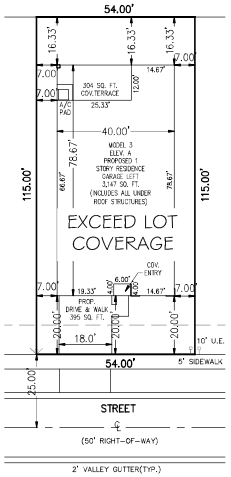
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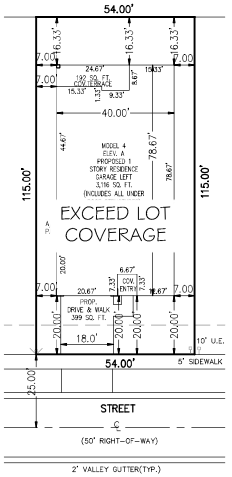
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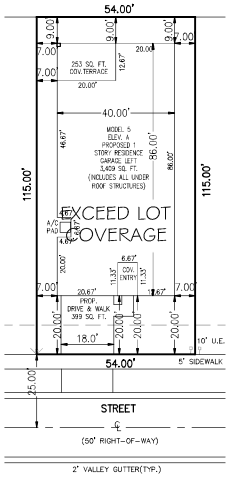
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(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE =54.9% (3,409 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 61.5% *
PROPOSED PERVIOUS AREA: (2,390 SQ.FT.) 38.5% *



	TYPICAL LOT FIT	5/23/25	AA
	REVISIONS	DATE	BY

FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY-POD F

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS COUNTRY CLUB
(POD F)
54' x 100' / 54' x 115' TYPICAL LOT FITS
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DATE	5/23/25
DRAWN BY	AA
F.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5005
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT. NO. 1
OF 2 SHEETS

TYPICAL LOTS 70' X 100' (RE) (POD F) 1 STORY MODELS 1, 2 & 3

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 3,080 SQ.FT.

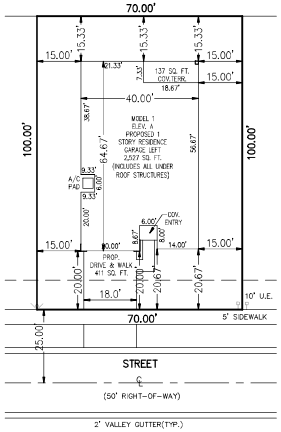
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(6' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,900 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (2,100 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

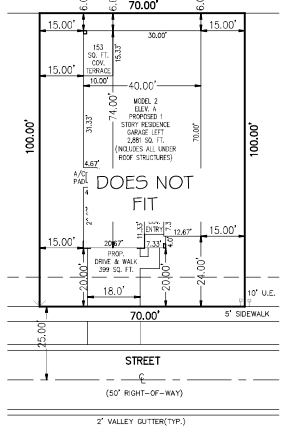
MODEL "1"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 36.1% (2,527 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 42.1% *
PROPOSED PERVIOUS AREA (4,050 SQ.FT.) 57.9% *



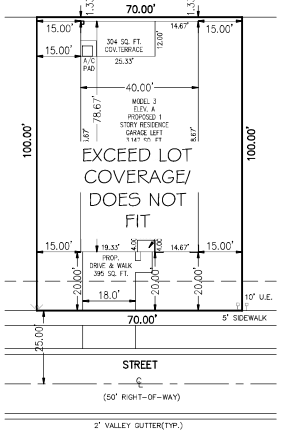
MODEL "2"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 41.2% (2,881 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 47.0% *
PROPOSED PERVIOUS AREA (3,708 SQ.FT.) 53.0% *



MODEL "3"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 45.0% (3,147 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 50.8% *
PROPOSED PERVIOUS AREA (3,446 SQ.FT.) 49.2% *



TYPICAL LOTS 70' X 100' (RE) (POD F) 1 STORY MODELS 4, 5 & 6

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 3,080 SQ.FT.

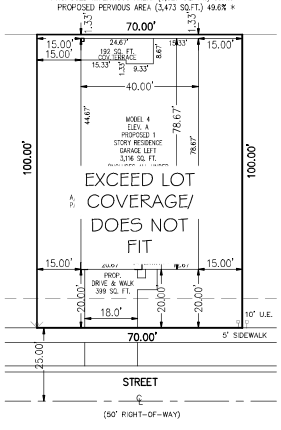
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(6' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,900 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (2,100 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN. VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

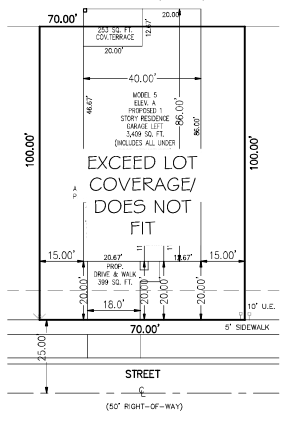
MODEL "4"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 44.5% (3,116 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 50.4% *
PROPOSED PERVIOUS AREA (3,473 SQ.FT.) 49.6% *



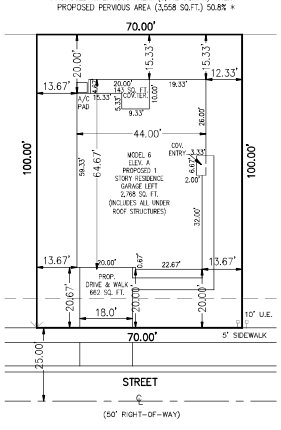
MODEL "5"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,409 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 48.7% (3,409 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 54.6% *
PROPOSED PERVIOUS AREA (3,180 SQ.FT.) 45.4% *



MODEL "6"

70' X 100' = 7,000 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,768 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 39.5% (2,768 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,442 SQ. FT.) 49.2% *
PROPOSED PERVIOUS AREA (3,558 SQ.FT.) 50.8% *



TYPICAL LOT FIT	5/23/25	AA
REVISIONS	DATE	BY

FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY-POD F

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS COUNTRY CLUB
(POD F)
70' X 100' TYPICAL LOT FITS
"CITY OF AMARA", BROWARD COUNTY, FLORIDA

DATE	5/23/25
DRAWN BY	AA
F.B. / PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5005
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO. 2
OF 2 SHEETS

TYPICAL LOTS 54' X 100' (RE) (POD G) 2 STORY MODELS 9, 10

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 2,376 SQ.FT.

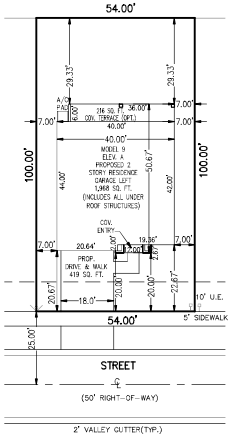
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (3,780 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (1,620 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

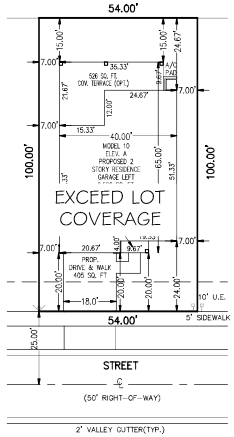
MODEL "9"

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 1,968 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 36% (1,968 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,400 SQ. FT.) 44.4% *
PROPOSED PERVIOUS AREA: (3,000 SQ.FT.) 55.5% *



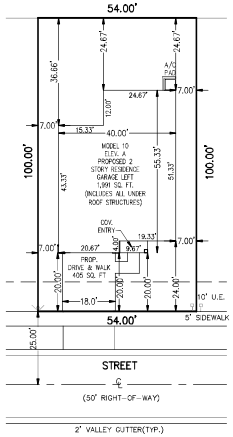
MODEL "10"

ADJACENT TO WATER BODY OR RC ZONING
54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,520 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 47% (2,520 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,938 SQ. FT.) 54.4% *
PROPOSED PERVIOUS AREA: (2,462 SQ.FT.) 45.6% *



MODEL "10"

WITHOUT COVERED TERRACE OPTION
54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 1,991 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 37% (1,991 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,409 SQ. FT.) 44.6% *
PROPOSED PERVIOUS AREA: (2,991 SQ.FT.) 55.4% *



TYPICAL LOTS 54' X 100' (RE) (POD G) 2 STORY MODEL 12

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 2,376 SQ.FT.

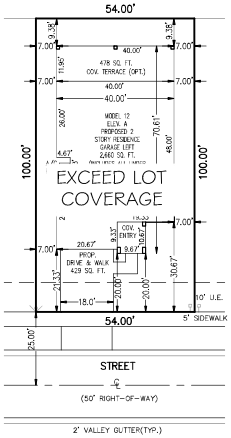
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (3,780 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (1,620 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

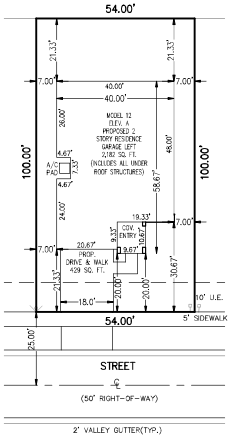
MODEL "12"

ADJACENT TO WATER BODY OR RC ZONING
54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,660 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 49% (2,660 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,100 SQ. FT.) 57.4% *
PROPOSED PERVIOUS AREA: (2,298 SQ.FT.) 42.6% *



MODEL "12"

WITHOUT COVERED TERRACE OPTION
54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,182 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 40% (2,182 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,604 SQ. FT.) 48.6% *
PROPOSED PERVIOUS AREA: (2,776 SQ.FT.) 51.4% *



REVISIONS	DATE	BY
TYPICAL LOT FIT	3/13/25	AA

FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS
(POD G)
54' X 100' TYPICAL LOT FITS
"CITY OF TAMARAC", BROWARD COUNTY, FLORIDA

DATE	3/13/25
DRAWN BY	AA
F.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO.
1
OF 1 SHEETS

TYPICAL LOTS 54' X 100' (RE) (POD G) 2 STORY MODELS 9, 10 & 12

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
: 2,376 SQ.FT.

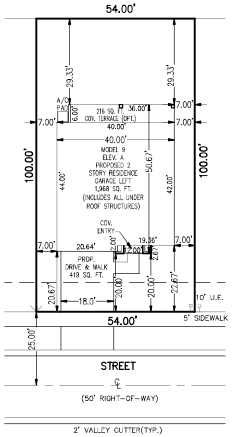
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (3,780 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (1,620 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

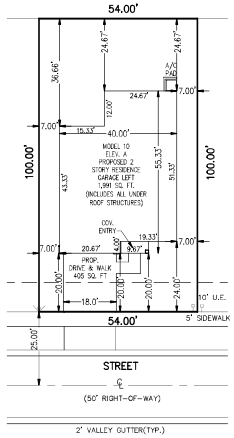
MODEL "9"

54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 1,968 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 36% (1,968 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,400 SQ. FT.) 44.4% *
PROPOSED PERVIOUS AREA: (3,000 SQ.FT.) 55.5% *



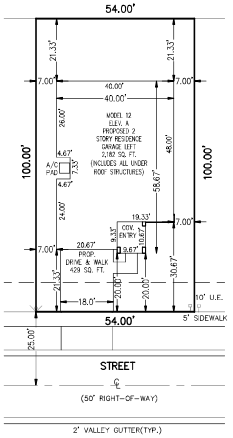
MODEL "10"

WITHOUT COVERED TERRACE OPTION
54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 1,991 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 37% (1,991 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,409 SQ. FT.) 44.6% *
PROPOSED PERVIOUS AREA: (2,991 SQ.FT.) 55.4% *



MODEL "12"

WITHOUT COVERED TERRACE OPTION
54' X 100' = 5,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,182 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 40% (2,182 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,624 SQ. FT.) 48.6% *
PROPOSED PERVIOUS AREA: (2,776 SQ.FT.) 51.4% *



TYPICAL LOTS 54' X 115' (RE) (POD G) 2 STORY MODELS 9, 10, 11 & 12

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
: 2,732 SQ.FT.

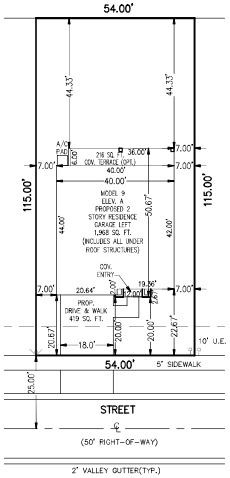
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,347 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (1,863 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

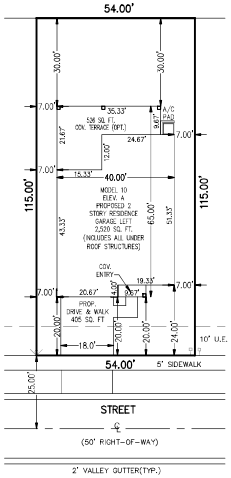
MODEL "9"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 1,968 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 32% (1,968 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,400 SQ. FT.) 38.6% *
PROPOSED PERVIOUS AREA (3,810 SQ.FT.) 61.4% *



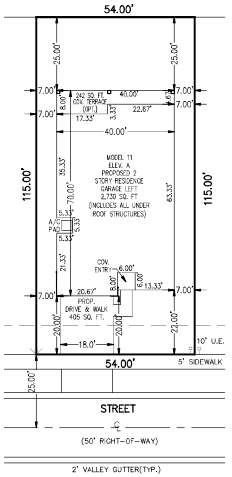
MODEL "10"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,520 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 41% (2,520 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,938 SQ. FT.) 47.3% *
PROPOSED PERVIOUS AREA (3,272 SQ.FT.) 52.7%*



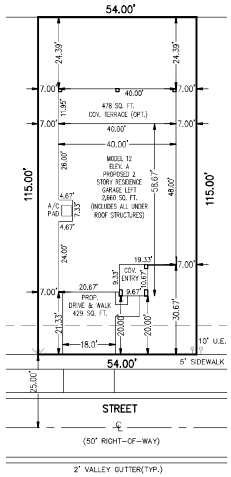
MODEL "11"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,730 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 44% (2,730 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,135 SQ. FT.) 50.5% *
PROPOSED PERVIOUS AREA: (3,075 SQ.FT.) 49.5% *



MODEL "12"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,660 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 43% (2,660 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,102 SQ. FT.) 50.0% *
PROPOSED PERVIOUS AREA: (3,108 SQ.FT.) 50.0% *



	TYPICAL LOT FIT	3/13/25	AA
	REVISIONS	DATE	BY

FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS
(POD G)
54' X 100' / 54' X 115'
TYPICAL LOT FITS
CITY OF TAMARAC - BROWARD COUNTY, FLORIDA

DATE	3/13/25
DRAWN BY	AA
P.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND
SURVEYOR NO.5005
STATE OF FLORIDA
LB 3591

JOB #	7924
SHT.NO.	1
OF	1 SHEETS

TYPICAL LOTS 54' X 115' (RE) (POD G) 2 STORY MODELS 9, 10, 11, 12 & 13

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
: 2,732 SQ.FT.

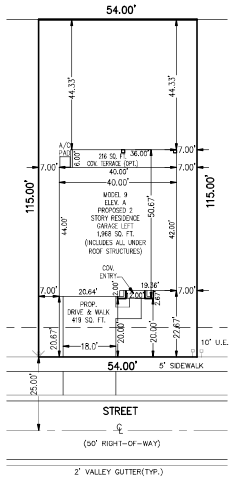
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,347 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (1,863 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

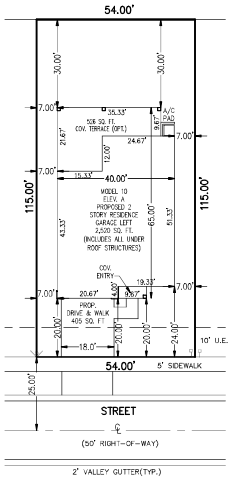
MODEL "9"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 1,968 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 32% (1,968 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,400 SQ. FT.) 38.6% *
PROPOSED PERVIOUS AREA (3,810 SQ.FT.) 61.4% *



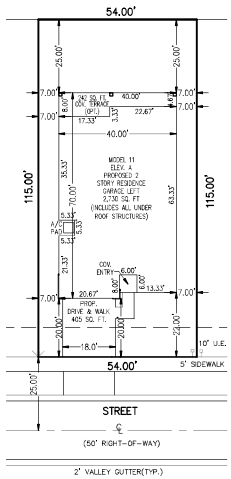
MODEL "10"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,520 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 41% (2,520 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,938 SQ. FT.) 47.3% *
PROPOSED PERVIOUS AREA (3,272 SQ.FT.) 52.7% *



MODEL "11"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,730 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 44% (2,730 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,148 SQ. FT.) 50.7% *
PROPOSED PERVIOUS AREA: (3,062 SQ.FT.) 49.3% *



54' X 115' = 6,210 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
: 2,732 SQ.FT.

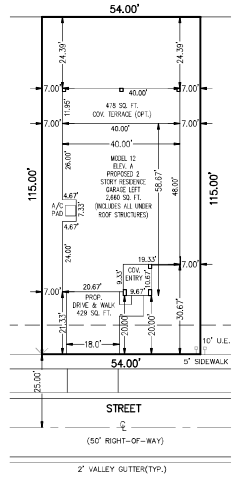
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,347 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (1,863 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

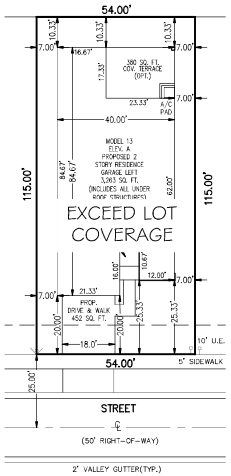
MODEL "12"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,660 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 43% (2,660 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,102 SQ. FT.) 50.0% *
PROPOSED PERVIOUS AREA: (3,108 SQ.FT.) 50.0% *



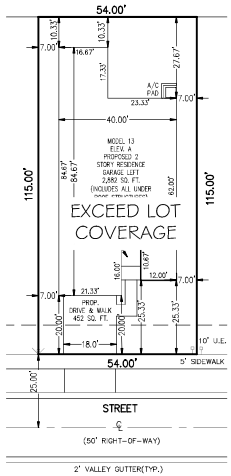
MODEL "13"

ADJACENT TO WATER BODY OR RC ZONING
54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,263 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 53% (3,263 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,728 SQ. FT.) 60.0% *
PROPOSED PERVIOUS AREA: (2,482 SQ.FT.) 40.0% *



MODEL "13"

WITHOUT COVERED TERRACE OPTION
54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,882 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 46% (2,882 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,347 SQ. FT.) 53.9% *
PROPOSED PERVIOUS AREA: (2,863 SQ.FT.) 46.1% *



REVISIONS	DATE	BY
TYPICAL LOT FIT	3/13/25	AA

FILE NAME: 7924-PERMITS/LOT FITS/7924_LOT FIT STUDY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS
(POD G)
54' X 115' TYPICAL LOT FITS
*CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DATE	3/13/25
DRAWN BY	AA
P.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO.
1
OF 1 SHEETS

TYPICAL LOTS 64' X 100' (RE) (POD G) 2 STORY MODELS 9, 10 & 11

64' X 100' = 6,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 2,810 SQ.FT.

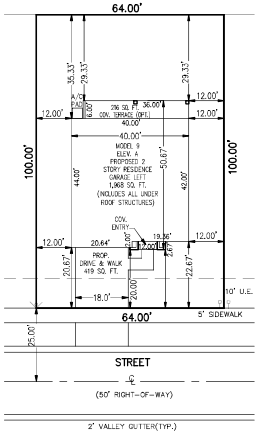
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,480 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (1,920 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

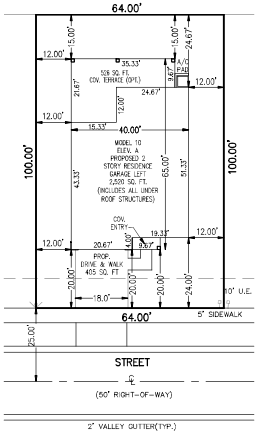
MODEL "9"

64' X 100' = 6,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 1,968 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 31% (1,968 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,400 SQ. FT.) 37.5% *
PROPOSED PERVIOUS AREA: (4,000 SQ.FT.) 62.5% *



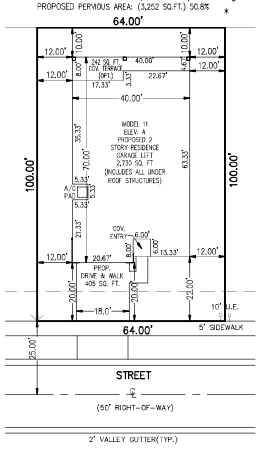
MODEL "10"

64' X 100' = 6,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,520 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 39% (2,520 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,938 SQ. FT.) 46.0% *
PROPOSED PERVIOUS AREA: (3,462 SQ.FT.) 54.0% *



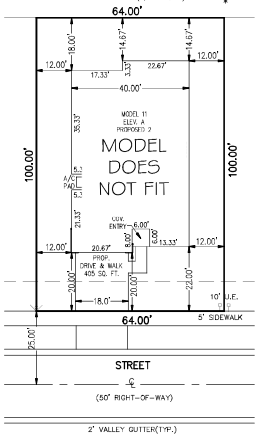
MODEL "11"

ADJACENT TO WATER BODY OR RC ZONING
64' X 100' = 6,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,730 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 43% (2,730 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,148 SQ. FT.) 49.2% *
PROPOSED PERVIOUS AREA: (3,252 SQ.FT.) 50.8% *



MODEL "11"

WITHOUT COVERED TERRACE OPTION
64' X 100' = 6,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,488 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 39% (2,488 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (2,906 SQ. FT.) 45.4% *
PROPOSED PERVIOUS AREA: (3,494 SQ.FT.) 54.6% *



TYPICAL LOTS 64' X 100' (RE) (POD G) 2 STORY MODELS 12 & 14

64' X 100' = 6,400 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44% : 2,810 SQ.FT.

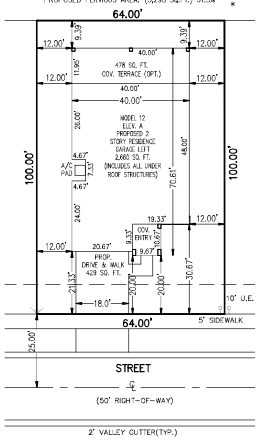
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED: (4,480 SF) 70%
MINIMUM PERVIOUS AREA PERMITTED: (1,920 SF) 30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

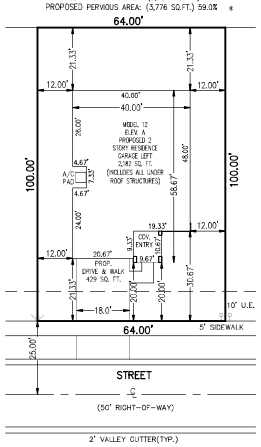
MODEL "12"

ADJACENT TO WATER BODY OR RC ZONING
64' X 100' = 6,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,660 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 42% (2,660 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,102 SQ. FT.) 48.5% *
PROPOSED PERVIOUS AREA: (3,298 SQ.FT.) 51.5% *



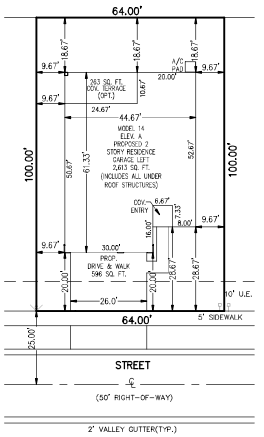
MODEL "12"

WITHOUT COVERED TERRACE OPTION
64' X 100' = 6,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,182 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 34% (2,182 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,624 SQ. FT.) 41.0% *
PROPOSED PERVIOUS AREA: (3,776 SQ.FT.) 59.0% *



MODEL "14"

64' X 100' = 6,400 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,613 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 41% (2,613 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,222 SQ. FT.) 50.3% *
PROPOSED PERVIOUS AREA: (3,178 SQ.FT.) 49.7% *



REVISIONS	DATE	BY
TYPICAL LOT FIT	3/13/25	AA
FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS
(POD G)
64' X 100' TYPICAL LOT FITS
"CITY OF TAMARAC", BROWARD COUNTY, FLORIDA

DATE 3/13/25
DRAWN BY AA
F.B./ PG. N/A
SCALE 1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR NO.5005
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO. 1
OF 1 SHEETS

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
: 2,732 SQ.FT.

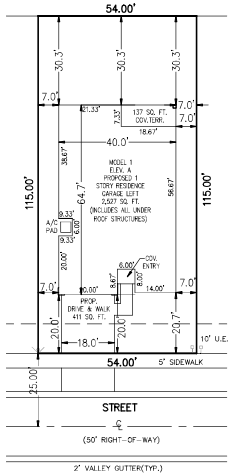
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(4,347 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED:(1,863 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

MODEL "1"

54' X 115' = 6,210 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 40.7% (2,527 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 47.5% *
PROPOSED PERVIOUS AREA (3,260 SQ.FT.) 52.5% *



TYPICAL LOTS 54' X 115' (RE) (POD H) 1 STORY MODEL 1

TYPICAL LOTS 54' X 135' (RE) (POD H) 1 STORY MODELS 1, 2, 3, 4 & 5

54' X 135' = 7,290 SQ. FT. TYPICAL LOT
MAXIMUM LOT COVERAGE PERMITTED: 44%
MAXIMUM BUILDING AREA ON TYPICAL LOT @ 44%
: 3,207 SQ.FT

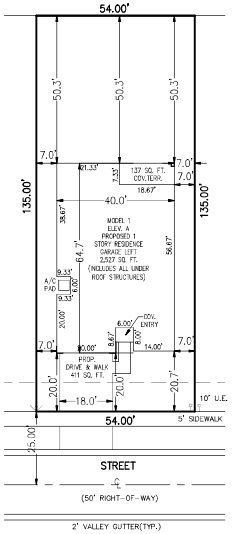
MINIMUM REQUIRED SETBACKS:
MINIMUM FRONT SETBACK: 20'
MINIMUM REAR SETBACK: 15'
(8' ADJACENT TO WATER BODY OR RC ZONING)
MINIMUM SIDE SETBACK: 6.75'

MAXIMUM LOT COVERAGE PERMITTED 44%
MAXIMUM IMPERVIOUS AREA PERMITTED:(5,103 SF)
70%
MINIMUM PERVIOUS AREA PERMITTED: (2,187 SF)
30%

NOTE: *CALCULATIONS BASED ON TYPICAL LOT SHOWN.
VALUES MAY VARY BASED ON LOT CONFIGURATION, AND POST-PURCHASE OWNER IMPROVEMENTS, BUT WILL NOT EXCEED THE MINIMUM SETBACKS REQUIRED, MAXIMUM LOT COVERAGE PERMITTED AND/OR THE TOTAL MAXIMUM IMPERVIOUS/MINIMUM PERVIOUS AREA PERMITTED.

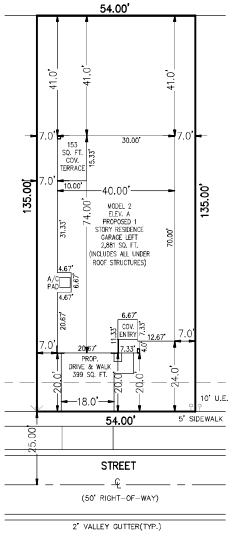
MODEL "1"

54' X 135' = 7,290 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,527 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 34.7% (2,527 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (2,950 SQ. FT.) 40.5% *
PROPOSED PERVIOUS AREA (4,340 SQ.FT.) 59.5% *



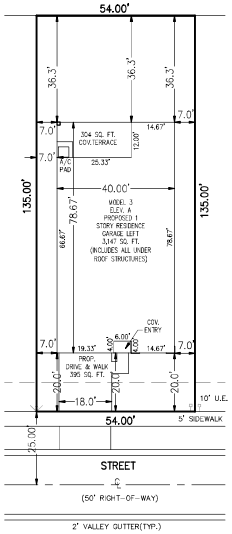
MODEL "2"

54' X 135' = 7,290 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 2,881 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 39.5% (2,881 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,292 SQ. FT.) 45.2% *
PROPOSED PERVIOUS AREA (3,998 SQ.FT.) 54.8% *



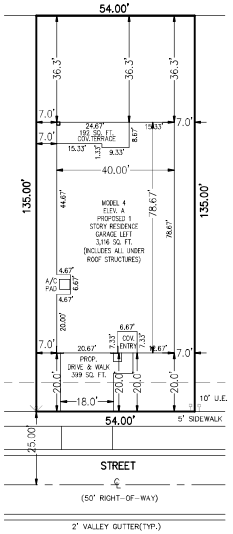
MODEL "3"

54' X 135' = 7,290 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,147 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 43.2% (3,147 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,554 SQ. FT.) 48.8% *
PROPOSED PERVIOUS AREA (3,736 SQ.FT.) 51.2% *



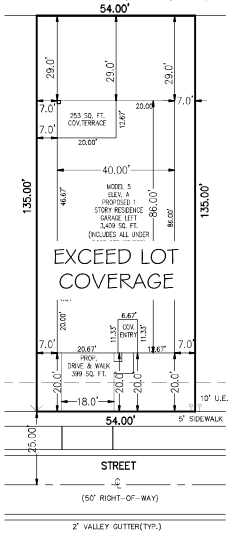
MODEL "4"

54' X 135' = 7,290 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,116 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 42.7% (3,116 SQ.FT.)*
PROPOSED IMPERVIOUS AREA: (3,527 SQ. FT.) 48.4% *
PROPOSED PERVIOUS AREA (3,763 SQ.FT.) 51.6% *



MODEL "5"

54' X 135' = 7,290 SQ. FT. TYPICAL LOT
PROPOSED BUILDING AREA = 3,409 SQ. FT. *
(INCLUDING ALL ROOFING STRUCTURES)
PROPOSED TYPICAL LOT COVERAGE = 46.8% (3,409 SQ.FT.) *
PROPOSED IMPERVIOUS AREA: (3,820 SQ. FT.) 52.4% *
PROPOSED PERVIOUS AREA (3,470 SQ.FT.) 47.6% *



	TYPICAL LOT FIT	6/5/23	AA
	REVISIONS	DATE	BY
	FILE NAME: 7924-PERMITS/LOT FITS/7924-LOT FIT STUDY-POD H		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WOODLANDS COUNTRY CLUB
(POD H)
54' X 115' / 54' X 135' TYPICAL LOT FITS
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

DATE	5/23/23
DRAWN BY	AA
F.B./ PG.	N/A
SCALE	1"=20'

DAVID P. LINDLEY, PLS
REGISTERED LAND
SURVEYOR NO.5605
STATE OF FLORIDA
LB 3591

JOB # 7924
SHT.NO.
1
OF 1 SHEETS

CITY OF TAMARAC
Interoffice Memorandum
Human Resources

To: **Levent Sucuoglu, City Manager**

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

Date: **October 9, 2025**

Re: **City Health Insurance Stop Loss Insurance Plan Year (PY) 2026**

Recommendation: The Director of Human Resources recommends that the City Commission authorizes the appropriate City officials to purchase Stop Loss Insurance from CIGNA for a period of one (1) year effective January 1, 2026.

Issue: Renewal with CIGNA to provide Individual and Aggregate Stop Loss Insurance coverage for PY 2026 (January 1 through December 31).

Background: Beginning January 1, 2013, the City moved from a fully insured to a partially self-insured health insurance plan establishing Individual and Aggregate (total claims above which the City would be reimbursed) Stop Loss attachment points of $125,000 and $3.3M, respectively. Under this structure, medical and prescription claims exceeding these attachment points are fully reimbursed by the selected stop loss insurance carrier, providing financial protection against unusually high claims.

Effective January 1, 2014, the City's Aggregate Stop Loss attachment point was increased to $150,000 due to higher than anticipated utilization and poor overall claims experience in 2013. The City implemented plan adjustments and increased the Aggregate Stop Loss Attachment point to offset the premium increase related to poor claims experience for PY 2013.

From PY 2014 to PY 2017, the City experienced stable claims initially, followed by unfavorable claims in PY 2016 and PY 2017—particularly due to rising specialty pharmacy costs. This led to premium increases of 5% and 7% respectively. The worsening claims experience also raised the City's aggregate attachment point, increasing financial risk and necessitating higher health insurance rates for employees and retirees.

In PY 2019, CIGNA instituted system-wide prescription formulary changes to improve overall affordability and encourage appropriate use; overall plan designs remained the same. To manage rising costs for unadjusted medical claims in PY 2019, additional plan adjustments were implemented, and the Specific Stop Loss Attachment point was increased from $150,000 to $250,000 in PY 2020 to offset the proposed premium increase related to the increasing claims.

The City maintains stop-loss insurance to protect the self-insured medical plan against unusually high claims. This coverage provides financial protection by capping the City's liability for individual high-cost claims and aggregate claim costs. Rising costs of medical advancements and economic conditions continue to impact the market. Carriers evaluate historical plan performance, member

demographics and risk from ongoing claimants to assess a plan's future projected costs. The City will continue to address these impacts to manage costs when negotiating future renewals.

For PY 2026, after a thorough review of claims experience and projections, it is recommended that the City renew its stop-loss insurance coverage with CIGNA, ensuring continued financial stability for the self-insured medical plan.

Stop Loss Insurance Contract Summary

In the summer of 2025, Lockton Companies, our benefit consultant partner, marketed the City's Stop Loss Insurance coverage on the City's behalf to six (6) carriers. After a comprehensive review of responses, City staff determined that CIGNA's proposal continues to offer the most cost-effective program, providing a level of reinsurance protection that is both prudent and appropriate for the City's self-insured medical plan.

As a result of our analysis and the quotes received, the City is maintaining established attachment points at $250,000 for specific individual claims and a maximum of $9.64M at an aggregate level for PY 2026 claims. At specific or aggregate levels beyond those attachment points, the City would be fully reimbursed by CIGNA.

The total blended increase for the Stop Loss insurance is 11%.

Fiscal Impact: The City's adopted FY 2026 budget has funds allocated to cover the Individual Stop Loss Insurance premium to CIGNA of $755,882 and aggregate Stop Loss of $105,671 for PY 2026.

In summary, the total anticipated administrative cost of the City's Health Insurance Program, including the Stop Loss premium is approximately $1,079,001. The total administrative cost, plus unadjusted claims, results in a projected $8.03 million in plan costs and a total liability of $9.64M for PY 2026.

DocuSigned by:
Danielle Durgan
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Danielle Durgan

cc: Christine Cajuste, Director of Financial Services