



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
April 8, 2015

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Diane Glasser

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. State of the City Address by Mayor Harry Dressler

State of the City Address by Mayor Harry Dressler

b. Presentation of Proclamations Honoring Tamarac's COPS Programs

Presentation of proclamations by Mayor Harry Dressler Honoring Tamarac's COPS Programs.
(Requested by the Mayor and Commissioners)

c. Proclamation Commending Ellie Petardi

Presentation of a Proclamation by Mayor Harry Dressler Commending Ellie Petardi for Serving as the President of Fairhaven 11 for Twenty Years. (Requested by Commissioner Michelle J. Gomez)

d. National Child Abuse and Neglect Prevention Month

Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of April 2015 as "National Child Abuse and Neglect Prevention Month". (Requested by Mayor Harry Dressler)

2. CITY COMMISSION REPORTS

a. Vice Mayor Bushnell

b. Commissioner Gomez

c. Commissioner Glasser

d. Commissioner Placko

e. Mayor Dressler

3. CITY ATTORNEY REPORT

4. CITY MANAGER REPORT

5. 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. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to their participation.

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.

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

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

6. CONSENT AGENDA

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

a. Approval of the March 25, 2015 Regular Commission Meeting Minutes

Approval of the March 25, 2015 Regular Commission Meeting Minutes

b. TR12622 - Authorizing Four Week Vacation for Mayor and City Commission

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing a four-week consecutive period (July 19, 2015 – August 16, 2015) during which time the City Commission will not schedule any regular meetings pursuant to section 4.06 (a) of the City Charter; providing for conflicts; providing for severability; and providing an effective date.

c. TR12623 - Relay for Life 2015 - In-kind Support

A Resolution of the City Commission of the City of Tamarac, Florida, approving a request on behalf of the American Cancer Society for in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society to be held at Millennium Middle School May 2, 2015; providing for permits, proper insurance, and execution of Lease Agreement for Equipment; providing for conflicts; providing for severability; and providing for an effective date.

d. TR12621 - Awarding Bid No. 15-08B to and Approving an Agreement with Paragon Construction Unlimited, Inc., for the Piccadilly Cafeteria Demolition Project

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 15-08B to and approving an Agreement with Paragon Construction Unlimited, Inc., for the Piccadilly Cafeteria Demolition Project, located at 7200 N. University Drive, Tamarac, Florida, in accordance with Bid No. 15-08B for a contract amount of \$98,274; a contingency in the amount of \$10,000 will be added to the project account, for a total project budget of \$108,274; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

e. TR12626 - Support of SaferBy4 Initiative

A Resolution of the City Commission of the City of Tamarac, expressing support and encouraging the collective efforts of municipalities through the "SaferBy4" initiative to reduce preventable child deaths due to drowning and sleep habits; authorizing the City Clerk to transmit this resolution; providing for conflicts; providing for severability; and providing for an effective date.

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

a. TO2317 - 1st Budget Amendment FY2015

Motion to adopt an ordinance of the City Commission of the City of Tamarac, Florida, **on first reading** amending Ordinance 2014-13, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2015, by increasing the total revenues and Expenditures by a total of \$2,796,893 as detailed in Attachment A attached hereto and summarized in Attachment B; providing for conflicts; providing for severability; providing for an effective date.

b. TO2316 - Ordinance Adopting LAC Mitigation Fee Program

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida **on first reading** amending Chapter 10 of the City's Code of Ordinances, entitled "Land Development Regulations," Article V, entitled "Improvements", by enacting Division 10, Section 10-311 entitled "Local Activity Center Mitigation Fee Program", to provide for adoption of a mitigation fee program associated with the impacts connected with development within the area designated as the Local Activity Center ("LAC") by the Future Land Use Map of the Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

c. TO2318 - Ordinance Establishing Hotels/S-1 Zoning District

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida **on first reading** amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "S-1 Recreational District" by specifically amending Section 24-308 entitled "Permitted Uses", amending Section 24-309 entitled "Prohibited Uses", amending Section 24-313 entitled "Yards, Setback Areas, Open Spaces, etc." To allow hotels as an ancillary use to a private or public country club permissible through Special Exception in the S-1 Recreational Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

d. TO2320 - Ordinance Re-establishing Hotels in Business District

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida **on first reading** amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 19 entitled "Business and Commercial Uses Master List" by specifically amending Section 24-434 entitled "Permitted Uses Master List", to re-establish hotels as a permitted use in the B-2 Community Business and B-3 General Business zoning districts in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

9. PUBLIC HEARING(S)

10. ORDINANCE(S) - SECOND READING

11. QUASI-JUDICIAL HEARING(S)

12. OTHER

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 such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Patricia Teufel, CMC
City Clerk



Title - 7:00 P.M.

7:00 P.M.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		



Title - Commissioner Diane Glasser

Commissioner Diane Glasser

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available



Title - State of the City Address by Mayor Harry Dressler

State of the City Address by Mayor Harry Dressler

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		



Title - Presentation of Proclamations Honoring Tamarac's COPS Programs

Presentation of proclamations by Mayor Harry Dressler Honoring Tamarac's COPS Programs.
(Requested by the Mayor and Commissioners)

ATTACHMENTS:

Description	Upload Date	Type
📎 COP Proclamation	3/31/2015	Backup Material



Requested by Tamarac Commission Members

WHEREAS, the Broward Sheriff's Office has determined that community policing best serves the needs of residents of Broward County and the Broward Sheriff's Office; and

WHEREAS, the Citizen Observer Patrol was created to gain the assistance of selected residents and provide a mechanism for residents to take an active role in crime prevention efforts within their neighborhoods by becoming the eyes and ears of the working deputy sheriff; and

WHEREAS, the Tamarac Citizen Observer Patrol program is an integral part of the effort to suppress crime, and to improve the quality of life in Tamarac's communities; and

WHEREAS, the Tamarac Citizen Observer Patrol currently has 444 members that are assigned to 9 posts that cover 29 communities as well as 11 city parks; and

WHEREAS, during 2014 the Tamarac Citizen Observer Patrol volunteered 4235 hours and logged over 31,000 miles in their crime prevention efforts. They also assisted deputies on various scenes as well as providing much needed assistance during events such as July 4th, National Night Out, Taste of Tamarac, Turkey Trot 5k race, as well as many other events; and

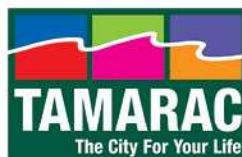
WHEREAS, the volunteers of the Tamarac Citizen Observers Patrol have become an integral part of the duties conducted by the Tamarac District/Broward Sheriff's Office within the City of Tamarac.

NOW, THEREFORE, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida do hereby proclaim the month of April 2015 as

"TAMARAC CITIZEN OBSERVER PATROL MONTH"

and call upon each citizen and business in Tamarac to recognize the personal sacrifice and contributions made by the volunteers of this worthy program.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8th day of April, 2015




Harry Dressler
Harry Dressler, MAYOR



Title - Proclamation Commending Ellie Petardi

Presentation of a Proclamation by Mayor Harry Dressler Commending Ellie Petardi for Serving as the President of Fairhaven 11 for Twenty Years. (Requested by Commissioner Michelle J. Gomez)

ATTACHMENTS:

Description	Upload Date	Type
 Proclamation	3/11/2015	Proclamation



Requested by Commissioner Michelle J. Gomez

WHEREAS, *Ellie Petardi and her family moved to Tamarac in 1993; and*

WHEREAS, *Ellie Petardi has served as President of Fairhaven 11 for twenty years; and*

WHEREAS, *Ellie Petardi has shown outstanding leadership, community spirit and devotion to the Fairhaven 11 community; and*

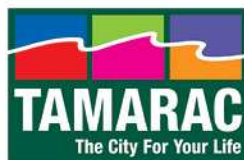
WHEREAS, *Ellie Petardi worked assiduously for the betterment of the Fairhaven 11 community while serving as President of Fairhaven 11 and because of her concern, the residents of Fairhaven 11 have reaped the rewards of her insight and good will to all members of this serene community, a vital part of the greater community of Tamarac.*

NOW, THEREFORE, *I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, do hereby honor, commend and thank*

“ELLIE PETARDI”

for her many years of service to the Fairhaven 11 community.

IN WITNESS WHEREOF *I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8th day of April, 2015.*



Harry Dressler


Harry Dressler, Mayor



Title - National Child Abuse and Neglect Prevention Month

Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of April 2015 as "National Child Abuse and Neglect Prevention Month". (Requested by Mayor Harry Dressler)

ATTACHMENTS:

Description	Upload Date	Type
 National Child Abuse & Neglect Prevention Month	4/6/2015	Proclamation



Proclamation

Requested by Mayor Harry Dressler

WHEREAS, the City of Tamarac recognizes that children are the most valuable resource to help shape our future and the future of the State of Florida; and

WHEREAS, child abuse and neglect is a serious problem affecting communities, and we must do our part in finding solutions that requires input and actions from everyone in the community; and

WHEREAS, research has shown that child abuse can cause long-term psychological, emotional and physical effects that have lifelong consequences for the victims of abuse; and

WHEREAS, the City of Tamarac acknowledges that working together as a community increases awareness and urges community organizations to join the efforts to reduce and eliminate the risks associated with child abuse and neglect, protecting the social, emotional, and developmental well-being of children and their families, and a nurturing environment; and

WHEREAS, the best defense for our children and families is "Prevention".

NOW, THEREFORE, I Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, do hereby proclaim the month of April, 2015 as

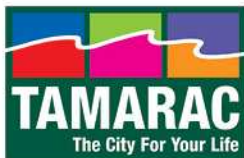
"CHILD ABUSE AND NEGLECT PREVENTION MONTH"

in the City of Tamarac, and I urge our citizens to recognize this month and dedicate ourselves to the task of improving the quality of life for all children and families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8th day of April, 2015.

Harry Dressler

Harry Dressler, MAYOR





Title - Approval of the March 25, 2015 Regular Commission Meeting Minutes

Approval of the March 25, 2015 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
📎 March 25, 2015 Minutes	4/2/2015	Backup Material

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
WEDNESDAY, MARCH 25, 2015

CALL TO ORDER: Mayor Harry Dressler called the Regular Commission Meeting of the City of Tamarac to order at 9:06 a.m. on Wednesday, March 25, 2015 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Harry Dressler, Vice Mayor Pamela Bushnell, Commissioner Michelle J. Gomez, Commissioner Diane Glasser and Commissioner Debra Placko were in attendance.

Also in attendance were City Manager Michael C. Cernech, City Attorney Samuel S. Goren and City Clerk Patricia Teufel.

PLEDGE OF ALLEGIANCE: Commissioner Gomez led the Pledge of Allegiance.

1. PROCLAMATIONS AND PRESENTATIONS:

a. Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of April 2015 as "Water Conservation Month". (Requested by Public Services Director Jack Strain)

2. CITY COMMISSION REPORTS:

a. Vice Mayor Bushnell: Vice Mayor Bushnell talked about the District 1 Neighborhood Meeting that everyone attended last evening and encouraged people to attend their District Neighborhood meetings that will take place in April. Vice Mayor Bushnell said staff talked about things that are going on in their neighborhoods. Vice Mayor Bushnell noted that there are now 200 students who have attended Tamarac University and this is an opportunity for residents to learn about the City and ask questions and educate other people about what programs the City has to offer.

b. Commissioner Gomez: Commissioner Gomez said that the District 2 Neighborhood Meeting will take place on April 15th at 6:30 p.m. at Millennium Middle School. Commissioner Gomez noted that she attended the Concert in the Park; BSO sponsored Bike Rodeo for children; Relay-for-Life meeting and the Tamarac University Meet and Greet. Commissioner Gomez said she was not at the last meeting as she was at the National League of Cities Congressional Conference in D.C. where approximately 2,000 cities elected and appointed officers working for constant improvement in their communities. Commissioner Gomez said the President of the National League of Cities appointed her to serve on the Transportation Infrastructure Steering Committee whose primary goal is to focus on long term transportation bills and then spoke about various items they are working on. Commissioner Gomez talked about various meetings she attended including, but not limited to, dealing with Homeless Veterans and Human Trafficking and at one meeting she attended President Obama was the key note speaker. Commissioner Gomez noted that she had attended a Naturalization Ceremony on March 13th; had Jury duty on March 16th and wished everyone a Happy Passover and Easter.

c. Commissioner Glasser: Commissioner Glasser said she recently attended a book signing by Ken Bering at the Community Center; the District 1 Neighborhood Meeting and noted that

this is a good forum for people to ask questions and express their concerns and also attended the Concert in the Park which was very well attended by Tamarac residents as well as people from surrounding communities.

d. Commissioner Placko: Commissioner Placko said she attended the Broward County Advisory Grant Board meeting and reported that they have two grants available; down payment assistance on housing and assistance with emergency services. Commissioner Placko said the Committee is looking to get the word out and has asked for some guidelines on how many people within Tamarac would be eligible for these grants. Commissioner Placko thanked the community of Lake Colony for being gracious when she was out and about in that community. Commissioner Placko said the District 4 Neighborhood meeting is scheduled for April 22nd at 6:30 p.m. at the Community Center. Commissioner Placko noted that Commissioner Glasser is being inducted into the Senior Hall of Fame and congratulated City Attorney Goren on his 40th Anniversary on practicing law.

e. Mayor Dressler: Mayor Dresser reported that as a Trustee on the General Pension Plan he attended a two day conference on fiduciary best practices and will share that information with the other Trustees. Mayor Dressler said he attended the District 1 Neighborhood Meeting and people had interesting questions regarding the quality of life in Tamarac. Mayor Dressler noted that as far as quality of life issues we are very lucky to live in the USA compared to other countries. Mayor Dressler said the Commission and staff are focused on all the concerns that people bring before them. Mayor Dressler spoke briefly about the Code Rewrite and how this will address quality of life issues.

3. CITY ATTORNEY REPORT: City Attorney Goren said there is a meeting scheduled for April 7th at 12:30 p.m. following the regular County Commission Meeting this will be a joint workshop between the Broward League of Cities President and the Chair of the Ethics Task Force, Mr. Stermer. City Attorney Goren said there will be a joint presentation by Mr. Stermer along with other members of the BLC along with the County Commission. City Attorney Goren said that staff and the County Commission believe that interests of the local city commission members that are affected by the Ethics Code and the County Commission are not too different. City Attorney Goren said at some future date there will be a discussion regarding the potential re-introduction of some type of Ethics Commission and a sub-set discussion regarding some review body as a potential, or some central repository, for legal opinions with regard to the Safe Harbor discussions we have had in the past. City Attorney Goren reported that the number of Safe Harbor requests has been greatly diminished over the past year.

City Attorney Goren said the Commission has been given weekly legislative updates from their outside consultants in Tallahassee and his firm does their own internal review that tracks items that affect Tamarac as well as other governmental agencies. One item that he wants to bring to the Commission is a bill that is still pending this year with regards to the Police Assessment Bill which has some legs because the bill that was proposed by North Lauderdale is actually supported by Senator Smith. City Attorney Goren talked about potential effects should this bill pass. City Attorney Goren said he will continue to follow this bill and others and report back to the Commission.

4. CITY MANAGER REPORT: City Manager Cernech reported the District 2 Neighborhood Meeting is scheduled for April 15th at Millennium Middle School.

Upcoming Events: The Parks & Recreation Foundation will be hosting their 4th Annual P.A.R.O.T. Gold Tournament on April 24th at Colony West Golf Club which will culminate with a "Concert on the Green" featuring the band "The Castaways" and for more information, to make a donation or be an event sponsor please contact Linda Probert at Linda.Probert@tamarac.org or call 954-597-3632. The Springfest will take place on March 28th at 10:00 a.m. at Sports Complex from 10:00 a.m. to noon; Earth Day will be celebrated Saturday, April 19th from 9:00 a.m. to noon at Veterans Park; the next concert in the park will be held on Friday, April 10th from 7:00 p.m. to 9:00 p.m. and will feature country music band Kim Betts & the Gamble; the next Household Hazardous Waste & Electronics Drop Off, and free document shredding event will be held in the City of Ft. Lauderdale in Mills Pond Park, 2201 NW 9th Ave., on Saturday, April 11th from 9:00 a.m. to 2:00 p.m. for more information call 954-828-8000.

City Manager Cernech talked about the Law Enforcement Assessment as being an investment in the Community. City Manager Cernech said he cannot emphasize enough the value of community investment and said that five years ago staff asked to raise the Fire Assessment to \$265 a year and people complained. The City said we will do whatever we can to make sure that money is used to better the Tamarac Fire Department. City Manager Cernech talked about hiring a Fire Chief from out of state instead of promoting within in order to make sure we had the best. City Manager Cernech said one of the Fire Department's strategic goals for 2015 was to attain an ISO 1 rating. This distinction has only been attained by less than 1% of 48,000 fire departments in the United States. City Manager Cernech said he is pleased to announce that yesterday we were notified that Tamarac Fire Rescue had attained this rating and becomes the 102nd department in the United States to achieve this coveted rating which takes effect July 1st.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and Margaret Hesford, Esq., 10950 Sterling Rd., Davie, who represents Dayve Co., Inc. spoke about a problem her client was having regarding work he performed at a home in Tamarac.

6. CONSENT AGENDA: Mayor Dressler asked City Manager Cernech if there were any changes/additions to the Consent Agenda and City Manager Cernech responded that there were no changes/additions to the Consent Agenda. Vice Mayor Bushnell seconded by Assistant City Manager Phillips moved approval of the Consent Agenda. Motion passed unanimously (5-0).

a. Approval of the March 11, 2015 Regular Commission Meeting Minutes – **APPROVED**

b. TR12618 - National Football League (NFL) Foundation Grant Funds: A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the Parks and Recreation Foundation of Tamarac (PAROT) and the appropriate city officials to submit an application to the National Football League (NFL) Foundation for grant funds for the development of a football field at the Tamarac Sports Complex in the amount of \$200,000, providing for a match in an amount not to exceed \$500,000 in local funds in the event of approval of the application; providing for acceptance of the award and execution of documents upon approval; providing for a memorandum of understanding between the City

of Tamarac and PAROT pending legal review in the event of approval of the application; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-21

Mayor Dressler opened the floor for discussing a matter for reconsideration. City Attorney Goren said at the Workshop on Monday there was a discussion regarding the mural at the BSO building and there was a consensus to transfer that discussion to today's meeting. City Attorney Goren went over the Motion for Reconsideration process with the Commission. City Attorney Goren asked Commissioner Gomez to state her reason for requesting a motion to reconsider an item. Commissioner Gomez said that there was a discussion about the Broward 100 Mural at a previous workshop and she stated her position that she felt it was the wrong venue for the Mural. Commissioner Gomez said at the time she expressed her opinion she thought it would come back to the Commission to discuss alternative locations for the mural. Commissioner Gomez said she would like to have the location of the Mural reconsidered and discussed further. Commissioner Gomez made a Motion for Reconsideration to discuss the location of the mural and no one seconded the Motion. Motion failed. City Attorney Goren asked Mayor Dressler to allow Commissioner Gomez to again make a Motion for Reconsideration and Mayor Dressler asked Commissioner Gomez to restate her Motion. Commissioner Gomez again made a Motion for Reconsideration to discuss the location of the mural and again no one seconded the Motion. Motion failed a second time.

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting.

8. ORDINANCE(S) - FIRST READING: There were no Ordinance(s) – First Reading items scheduled for this meeting.

9. PUBLIC HEARING(S): There were no Public Hearing(s) items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING: There were no Ordinance(s) – Second Reading scheduled for this meeting.

11. QUASI-JUDICIAL HEARING(S): There were no Quasi-Judicial Hearing(s) items scheduled for this meeting.

12. OTHER: There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 10:12 a.m.

Harry Dressler, Mayor

Patricia Teufel, CMC
City Clerk



Title - TR12622 - Authorizing Four Week Vacation for Mayor and City Commission

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing a four-week consecutive period (July 19, 2015 – August 16, 2015) during which time the City Commission will not schedule any regular meetings pursuant to section 4.06 (a) of the City Charter; providing for conflicts; providing for severability; and providing an effective date.

ATTACHMENTS:

Description	Upload Date	Type
📎 TR12622 - Memo to M. Cernech	3/13/2015	Cover Memo
📎 TR12622 Resolution	3/30/2015	Resolution

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK**

TO: Michael C. Cernech, City Manager DATE: March 13, 2015

**FROM: Patricia Teufel, CMC
City Clerk**

**RE: Temporary Resolution 12622–
Authorizing Four-Week Vacation
for Mayor and City Commission**

Recommendation: Approval of Temporary Resolution 12622 authorizing a four-week vacation for the Mayor and City Commission and that this item be placed on the April 8, 2015 agenda.

Issue: Four consecutive weeks during which the Mayor and City Commission will not schedule regular commission meetings.

Background: Section 4.06 (a) of the Tamarac Charter provides for determination of a four-week consecutive period during which the Mayor and City Commission will not hold regular city commission meetings. In order for the Mayor and City Commission to have ample time to review the budget it is suggested that the four-week period during which the Mayor and City Commission not hold regular meetings be scheduled from July 19, 2015 – August 16, 2015.

FISCAL IMPACT: There is no fiscal impact to the City.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING A FOUR-WEEK CONSECUTIVE PERIOD (July 19, 2015 – August 16, 2015) DURING WHICH TIME THE CITY COMMISSION WILL NOT SCHEDULE ANY REGULAR MEETINGS PURSUANT TO SECTION 4.06 (a) OF THE CITY CHARTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Charter provides that the City Commission shall meet regularly at least twice a month, except during a four-week consecutive period to be determined by the City Commission; and

WHEREAS, the City Manager recommends that the vacation schedule of the City Commission be July 19, 2015 – August 16, 2015; and

WHEREAS, in order to comply with the City Charter, the City Commission of the City of Tamarac, Florida, deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the City Manager's recommendation to designate July 19, 2015 – August 16, 2015 as the four-week consecutive period during which the City Commission will not schedule any regular meetings.

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.

SECTION 2: That pursuant to Section 4.06(a) of the Tamarac City Charter, the Tamarac City Commission hereby determines that the Commission will not schedule any regular meetings during the four-week consecutive period of July 19, 2015 – August 16, 2015.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2015.

Harry Dressler, Mayor

ATTEST:

Patricia Teufel, CMC
City Clerk

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




Samuel S. Goren
City Attorney



Title - TR12623 - Relay for Life 2015 - In-kind Support

A Resolution of the City Commission of the City of Tamarac, Florida, approving a request on behalf of the American Cancer Society for in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society to be held at Millennium Middle School May 2, 2015; providing for permits, proper insurance, and execution of Lease Agreement for Equipment; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TR 12623 Memo	3/24/2015	Cover Memo
 TR 12623 Reso	3/24/2015	Cover Memo
 TR 12623 Show Mobile Lease	3/24/2015	Cover Memo

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS AND RECREATION**

TO: Michael C. Cernech, City Manager DATE: March 16, 2015

**FROM: Gregory Warner, Director of Parks
and Recreation**

**RE: Temp. Reso. #12623 – Tamarac
Relay for Life – Request for in-
kind support**

Recommendation:

I recommend approving a request on behalf of the American Cancer Society for in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society to be held at Millennium Middle School May 2, 2015.

Issue:

A request has been made on behalf of the American Cancer Society for the City of Tamarac to provide in-kind support for the Tamarac Relay for Life event benefitting the American Cancer Society, as attached.

Background:

The Parks and Recreation Department has received a request from Chelsea Wagner, Community Manager, Relay for Life, requesting in-kind support from the City of Tamarac for the Tamarac Relay for Life Event. The “Relay for Life” is the signature event of the American Cancer Society, a non-profit volunteer organization dedicated to finding a cure for cancer.

The Tamarac Relay for Life event is proposed to be held at Millennium Middle School on Saturday, May 2, 2015. The event will bring the Tamarac community together for a great cause. It is estimated that there will be between 500 and 700 participants taking part in the event at any given time between the scheduled times of the event. For two years the Relay for Life event was held at Tamarac’s Tephford Park, and then it was moved to University Hospital and Medical Center. Three years ago it was moved to Millennium Middle School. This year, the event site will once again be at Millennium Middle School. We have provided in-kind support for the last few years, in which each Relay for Life event has seen hundreds of participants take part over the course of the two days of the event. This year the Tamarac Relay for Life will be a one day event running from 12:00 pm – 12:00 am.

The in-kind support being requested will be coordinated by the Parks and Recreation Department if approved and includes:

- Use of City chairs (50) and tables (5)
- Use of the City tents – one (1) 20x30 foot tent, and two (2) 10x10 tents
- Use of the City's Showmobile
- City to provide assistance with promotion of event
- Assignment of City representative to serve as logistic coordinator
- Waiver of rental fees
 - Fundraiser event to be held at the Gary B Jones Park for People and Pups
- Waiver of special event permit fees (\$584.40)
- City Team

The City will promote the event to staff. If staff wish to enter a team they may do so on their own. City will not require staff to participate. We will not be providing a generator as this would require staff to operate and monitor.

Fiscal Impact:

There are minimal direct costs to the City in providing the in-kind support as listed above. In exchange for the in-kind support, the City will have an opportunity to display banners and signage at the event to indicate our support of the event.

Waiver of rental fees and special event permit fees, as well as the use of the Showmobile, do not result in any direct costs but does impact potential revenue totaling approximately \$1,084.40

The staff costs for the equipment set up and breakdown totals approximately \$250.00.



Gregory Warner

Attachment

February 27, 2015

To Whom It May Concern,

Each year over 8500 people in the Broward area alone will hear those three little words, “You have cancer.” Help us combat this disease and make cancer just a word in the history books by supporting the Relay for Life of Tamarac on May 2nd at Millennium Middle School. We would greatly appreciate if the City of Tamarac would provide us with the following:

- Showmobile for night of the Relay
- PA system to use with showmobile
- Light tower
- Generator
- City employee for Logistics Position on Relay committee
- Tables (5) and Chairs (50)

The Relay for Life of Tamarac’s goal is to raise at least \$35,000 to support the fight against cancer. These funds will benefit the American Cancer Society’s programs of research, education, advocacy, and service- the programs that can reduce cancer deaths and cancer incidence, and improve the quality of life for cancer survivors. The American Cancer Society is a 501 (c) (3) tax exempt organization, our ID # is

Relay For Life is a true community event where people of all ages and from all walks of life come together for a common cause. Relay for Life represents the hope that those lost to cancer will never be forgotten, that those face cancer will be supported, and that one-day cancer will be eliminated.

If you have any questions or need additional information, please contact Chelsea Wagner at the American Cancer Society, 954-200-7536. Thank you very much for your donation and support.

Sincerely,

Chelsea Wagner
Community Manager
American Cancer Society
3363 W. Commercial Blvd, Ste. 100
Fort Lauderdale, FL 33309
954.564.0880 ext. 7536
Chelsea.wagner@cancer.org

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A REQUEST ON BEHALF OF THE AMERICAN CANCER SOCIETY FOR IN-KIND SUPPORT FOR THE TAMARAC RELAY FOR LIFE EVENT BENEFITTING THE AMERICAN CANCER SOCIETY TO BE HELD AT MILLENNIUM MIDDLE SCHOOL MAY 2, 2015; PROVIDING FOR PERMITS, PROPER INSURANCE AND EXECUTION OF LEASE AGREEMENT FOR EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Director of Parks and Recreation has received a request on behalf of the American Cancer Society for certain in-kind support services for the Tamarac Relay for Life event to be held at Millennium Middle School May 2, 2015; and

WHEREAS, the American Cancer Society is a non-profit volunteer organization dedicated to finding a cure for cancer and "Relay for Life" is their signature event; and

WHEREAS, the City of Tamarac, Florida, wishes to support the American Cancer Society for the Tamarac Relay for Life event which is an event that will bring the community together for a great cause; and

WHEREAS, the City's Risk Management Division will ensure the appropriate levels of liability insurance coverage for this event are submitted to the City; and

WHEREAS, the Director of Parks and Recreation recommends that the City of Tamarac provide certain in-kind support services for the Tamarac Relay for Life event to be held at Millennium Middle School May 2, 2015; 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 provide certain in-kind support services for the Tamarac Relay for Life event to be held at Millennium Middle School May 2, 2015.

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 hereby incorporated herein by this reference.

SECTION 2: That the request for the City of Tamarac to provide certain in-kind support services as listed below for the Tamarac Relay for Life event to be held at Millennium Middle School May 2, 2015, is HEREBY APPROVED subject to Section 3 below.

- Use of City chairs (50) and tables (5)
- Use of the City tents – one (1) 20x30 foot tent, and two (2) 10x10 tents
- Use of the City's Showmobile
- City to provide assistance with promotion of event
- Assignment of City representative to serve as logistic coordinator
- Waiver of rental fees
- Waiver of special event permit fees

SECTION 3: That approval is subject to all other appropriate permits being obtained

prior to the event, that proper insurance coverage is obtained and certificates of insurance submitted to the City, and an executed Lease Agreement as furnished by the City for the equipment, attached hereto and incorporated herein, are provided to the City prior to the event.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2015.

HARRY DRESSLER
Mayor

ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

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

SAMUEL S. GOREN
City Attorney

LEASE AGREEMENT FOR EQUIPMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2015 by and between:

THE CITY OF TAMARAC, a municipal corporation organized and operating pursuant to laws of the State of Florida, with an address of 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter referred to as "TAMARAC,"

and

AMERICAN CANCER SOCIETY, a 501(c)(3) tax exempt organization, with an address of 3363 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309 hereinafter referred to as "ACS"

WHEREAS, ACS will be holding its Relay for Life event on May 2, 2015; and

WHEREAS, ACS desires to lease TAMARAC's "Showmobile", tables, and chairs, boom light, and tents (sometimes referred to as "Equipment") for the event; and

WHEREAS, TAMARAC has agreed to lease this Equipment to ACS for the event; and

WHEREAS, the parties desire to enter into this Lease Agreement for TAMARAC to lease the Equipment to ACS, subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

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

Section 2. TERM OF AGREEMENT

2.01 This agreement is effective upon the approval and execution of both parties and shall commence Saturday, May 2, 2015 ("Commencement Date") and terminate Sunday, May 3, 2015 ("Termination Date"), unless terminated earlier pursuant to the provisions of Section 9 of this Lease Agreement. Upon the express written consent of both parties, both parties are authorized to extend the term of this Lease Agreement as necessary. Said written extension shall be considered an addendum to this Lease Agreement and shall be incorporated herein.

Section 3. COMPENSATION

3.01 ACS shall pay TAMARAC the sum of TEN AND 00/100 DOLLARS (\$10.00) for the lease of the above referenced Equipment. Said payment shall be sent to the Finance Department, City of Tamarac, 7525 NW 88th Avenue, Tamarac, Florida 33321 no later than April 17, 2015.

Section 4. DUTIES AND RESPONSIBILITIES OF TAMARAC

4.01 Upon approval of this Lease Agreement, TAMARAC shall deliver to ACS on or about Saturday, May 2, 2015, at a time to be coordinated between the parties and at a location designated by ACS:

- A. One (1) 20x40 foot Stage/Showmobile, Vin # 1W9SE2820RM174008 and Asset No. 3805.*
- B. Five (5) tables and 50 chairs.*
- C. Two (2) 10x10 tents and one (1) 20x30 tent.*

4.02 TAMARAC shall permit ACS to inspect the Equipment prior to transfer to ACS custody and control.

4.03 TAMARAC, at its sole discretion, may prohibit the use or erection of the Equipment, in the event of inclement weather, or due to other circumstances beyond either parties' control.

4.04 On Sunday, May 3, 2015, TAMARAC shall pick up the leased Equipment from ACS at a time to be coordinated between the parties.

Section 5. DUTIES AND RESPONSIBILITIES OF ACS

5.01 ACS acknowledges that it accepts the above referenced Equipment in "as is" condition, after inspection by ACS.

5.02 ACS shall be responsible for insuring the Equipment and informing TAMARAC of any damage which may occur to the Equipment while in ACS, custody and control. It shall be ACS's responsibility to pay for the costs of repair for any such damage which may occur.

5.03 After inspection of the Equipment by ACS, any claims based upon defects shall be deemed arising from ACS, use of the Equipment as provided in Section 5 of this Agreement.

5.04 ACS shall not make any modifications to the leased Equipment, other than as indicated in normal repair and maintenance, without the express written approval of TAMARAC.

5.05 ACS shall return the Equipment to TAMARAC in the same condition in which it was given to ACS, normal wear and tear excepted.

Section 6. INDEMNIFICATION AND INSURANCE

6.01 ACS agrees to indemnify and hold harmless TAMARAC and all its officers, elected or otherwise, employees, and agents from and against any and all claims, loss, damage, or injury to persons or property, omissions, penalties, judgments, and liability, and actions or causes of action, arising from ACS use of the Equipment or ACS failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names TAMARAC as a party defendant, TAMARAC shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall constitute a waiver of sovereign immunity.

6.02 ACS shall maintain throughout the term of this Agreement any and all applicable insurance coverage required by TAMARAC's Risk Manager and shall name TAMARAC as a certificate holder. ACS shall obtain at ACS's expense all necessary insurance in such form and amount as required by TAMARAC'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. ACS shall maintain such insurance in full force and effect during the life of this Agreement. ACS shall provide to TAMARAC'S Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. ACS will provide to TAMARAC proof of endorsement for the Equipment in the amount of \$100,000 prior to the release of the leased Equipment to ACS.

6.03 ACS shall indemnify and hold TAMARAC harmless for any damages resulting from failure of ACS to take out and maintain such insurance. ACS's General Liability Insurance policies shall be endorsed to add the "City of Tamarac" as an additional insured. ACS shall be responsible for payment of all deductibles and self-insurance retentions on ACS's Liability Insurance policies.

6.04 The following are required types and minimum limits of insurance coverage, which ACS agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
General Liability	\$1,000,000	\$2,000,000
Automobile Liability/Property	\$1,000,000	\$2,000,000
Workers' Compensation	Statutory	

6.05 Nothing herein shall be construed or interpreted as a waiver of sovereign immunity by TAMARAC.

Section 7. The contact person for each of the parties for the administration of this Agreement is as follows:

TAMARAC: Gregory Warner, Director of Parks and Recreation
Telephone No. (954) 597-3638

ACS: Chelsea Wagner
Telephone No. (954) 564-0880 Ext. 7536

Section 8. ASSIGNMENT

8.01 ACS shall not assign this Lease Agreement, in whole or in part, without the written consent of TAMARAC.

Section 9. TERMINATION

9.01 This Agreement may be terminated by either party upon three (3) calendar days' written notice.

Section 10. COMPLIANCE WITH LAWS

10.01 TAMARAC and ACS shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, and of any other public authority which may be applicable.

Section 11. VENUE

11.01 Venue for any claim, objection or dispute arising out of the terms of this Agreement shall lie in Broward County, Florida.

Section 12. GOVERNING LAW

12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 13. ENTIRE AGREEMENT

13.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 14. SEVERABILITY

14.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 15. COUNTERPARTS

15.01 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 16. LEGAL REPRESENTATION

16.01 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 17. NOTICES

17.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain as such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

ACS: Chelsea Wagner, Community Manager
American Cancer Society, Broward Unit
3363 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Telephone No. (954) 564-0880 Ext. 7536

Copy to: _____

TAMARAC: Greg Warner, Director
City of Tamarac
Parks & Recreation Department
8601 W. Commercial Blvd.
Tamarac, Florida 33321
Tel. (954) 597-3620
Fax (954) 597-3640

Copy to: Michael C. Cernech, City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321
Tel. (954) 597-3510
Fax (954) 597-3520

Samuel S. Goren, Office of the City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

IN WITNESS WHEREOF, AMERICAN CANCER SOCIETY and the CITY OF TAMARAC have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

AMERICAN CANCER SOCIETY 501(c)(3) tax
exempt organization

ATTEST: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(SEAL)

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, and who is personally known to me or has produced _____ as identification, and who is signing this Agreement on behalf of the AMERICAN CANCER SOCIETY, and is authorized to execute the same.

NOTARY PUBLIC, State of Florida

My Commission Expires:

CITY OF TAMARAC

BY: _____
MICHAEL C. CERNECH,
CITY MANAGER

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

APPROVED AS TO FORM:





BY: _____
OFFICE OF THE CITY ATTORNEY



Title - TR12621 - Awarding Bid No. 15-08B to and Approving an Agreement with Paragon Construction Unlimited, Inc., for the Piccadilly Cafeteria Demolition Project

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 15-08B to and approving an Agreement with Paragon Construction Unlimited, Inc., for the Piccadilly Cafeteria Demolition Project, located at 7200 N. University Drive, Tamarac, Florida, in accordance with Bid No. 15-08B for a contract amount of \$98,274; a contingency in the amount of \$10,000 will be added to the project account, for a total project budget of \$108,274; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TR 12621 MEMO	3/25/2015	Cover Memo
 TR 12621 RESOLUTION	3/25/2015	Resolution
 TR 12621 EXHIBIT 1	3/25/2015	Exhibit
 TR 12621 EXHIBIT 2	3/25/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager DATE: March 24, 2015

**THRU: Jack Strain, Director of Public
Services**



FROM: Dave Moore, Project Manager



**RE: Temp. Reso. 12621 – Award of
Bid No. 15-08B and Execution of
Contract Agreement for the
Piccadilly Cafeteria Demolition
Project, April 8, 2015
Commission Agenda**

Recommendation:

I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 15-08B and execute an Agreement with Paragon Construction Unlimited, Inc., for the construction of the Piccadilly Cafeteria Demolition Project located at 7200 N. University Drive, Tamarac, Florida for a contract amount of \$98,274. A contingency in the amount of \$10,000 will be added to the Project Account for a total project budget of \$108,274; and that this item be placed on the April 8, 2015 Commission Agenda.

Issue:

The award of Bid No. 15-08B and execution of an Agreement with Paragon Construction Unlimited, Inc., for the construction of the Piccadilly Cafeteria Demolition Project located at 7200 N. University Drive, Tamarac, Florida, for a contract amount of \$98,274. A contingency in the amount of \$10,000 will be added to the Project Account for a total project budget of \$108,274.

Background:

The City desires to provide a site location for a new Fire Rescue Station on University Drive to reduce response times to the area along and east of University Drive and north of McNab Road.

On May 28, 2014, Resolution #R-2014-54 approved the purchase of the Piccadilly Cafeteria site located at 7200 N. University Drive, Tamarac, Florida to provide for the appropriate location of a new Fire Rescue Station.

The demolition of the Piccadilly Cafeteria site located at 7200 N. University Drive, Tamarac, Florida is a required step to complete the preparations necessary to begin the development process for a new Fire Rescue Station.

On March 5, 2015 the City received four (4) proposals for the Piccadilly Cafeteria Demolition Project. Both the Public Services (Public Works) and Financial Services (Purchasing)

Departments examined the responses to this bid and determined Paragon Construction Unlimited, Inc., to be the most responsive and responsible bidder. Below is a summary bid tabulation, a tabulation is attached to Temporary Resolution TR 12621.

Vendor	Amount (\$)
Paragon Construction Unlimited, Inc.	\$98,274.00
The BG Group	\$99,415.50
Dev-Land Demolition & Site, Inc.	\$109,742.00
Chin Diesel, Inc.	\$166,679.80

The proposed Agreement between the City of Tamarac and Paragon Construction Unlimited, Inc., includes the standard language used in large construction projects regarding time of commencement, substantial completion, liquidated damages, etc. In the case of the Piccadilly Cafeteria Demolition Project Agreement, work shall begin no later than 10 days after Notice to Proceed, and shall be substantially completed within 60 days of Notice to Proceed.

Fiscal Impact:

Funding for this project is available within Account No. 326-5020-541.61-42, Project No. GP13D, entitled University Fire Station. Per bid 15-08B, the contract amount is not to exceed \$98,274, a contingency in the amount of \$10,000 will be added to the project account for a total project budget of \$108,274. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 15-08B TO AND APPROVING AN AGREEMENT WITH PARAGON CONSTRUCTION UNLIMITED, INC., FOR THE PICCADILLY CAFETERIA DEMOLITION PROJECT, LOCATED AT 7200 N. UNIVERSITY DRIVE, TAMARAC, FLORIDA, IN ACCORDANCE WITH BID NO. 15-08B FOR A CONTRACT AMOUNT OF \$98,274; A CONTINGENCY IN THE AMOUNT OF \$10,000 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$108,274; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac currently owns the Piccadilly Cafeteria site located at 7200 N. University Drive, Tamarac, Florida; and

WHEREAS, the City of Tamarac desires to demolish the existing buildings and clear the site in preparation of a new Fire Rescue Station; and

WHEREAS, the City published Invitation to Bid No.15-08B for the Piccadilly Cafeteria Demolition Project, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on March 5, 2015 the City of Tamarac received four (4) proposals for the Piccadilly Cafeteria Demolition Project, with Paragon Construction Unlimited, Inc., being the lowest responsive bidder, a bid tabulation attached hereto as Exhibit "1", incorporated herein and made a specific part of this resolution; and

WHEREAS, Paragon Construction Unlimited, Inc., possesses the required knowledge and experience for the demolition of the proposed project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 15-08B; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 15-08B and execute the agreement with Paragon Construction Unlimited, Inc., for the Piccadilly Cafeteria Demolition Project, attached hereto as Exhibit "2", incorporated herein and made a specific part of this resolution; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 15-08B and execute the agreement for Piccadilly Cafeteria Demolition Project with Paragon Construction Unlimited, Inc., for a contract cost of \$98,274 and a contingency in the amount of \$10,000 will be added to the Project Account, for a total project budget of \$108,274.

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

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

and made a specific part of this resolution.

SECTION 2: The City Commission hereby awards Bid No. 15-08B to and approves an Agreement between the City of Tamarac and Paragon Construction Unlimited, Inc., ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, hereto attached as "Exhibit 2", to provide for the Piccadilly Cafeteria Demolition Project located at 7200 N. University Drive, Tamarac, Florida.

SECTION 3: An expenditure for a contract cost of \$98,274, and a contingency in the amount of \$10,000 for a total project budget of \$108,274 is hereby approved.

SECTION 4: The City Manager, or his designee, are hereby authorized to make changes, issue change orders in accordance with section 6-145(b) of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

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

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

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

PASSED, ADOPTED AND APPROVED this_____day of_____, 2015.

HARRY DRESSLER
MAYOR

ATTEST:

PAT TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

15-08B Piccadilly Cafe Demo

Paragon Construction Unlimited, Inc.	\$98,274.00
The BG Group	\$99,418.50
Dev-Land Demolition & Site, Inc.	\$109,742.00
Chin Diesel, Inc.	\$166,679.80

Bid Opened: 3/5/15 @ 2:00 PM

Note: All recommendations for award are unofficial until Commission review and approval.

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
- 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.
- 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior

to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be substantially completed within (60) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite diligent efforts of the parties hereto, and such delays are the result of force

majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of time for substantial completion hereunder and any resulting increase in general condition cost.

5) Contract Sum

The Contract Sum for the above work is Ninety Eight Thousand Two Hundred Seventy-Four Dollars and no cents (\$98,274.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Retainage of ten percent (10%) will be deducted from monthly payments until 50% of project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of work. Invoices must bear project name, project number and bid P.O. number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. Contractor shall invoice the City and provide a written request to City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before warranty period begins. All payments shall be governed by Florida Prompt Payment Act, F.S., Part VII, Chapter 218. City desires to be able to make payments utilizing City's Visa Procurement Card as a means of expediting payments. It is highly desirable that the successful proposer have the capability to accept a Visa Procurement/Credit card as a means of payment.

7) Remedies

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

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

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

Agreement

shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

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

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

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

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

8.7 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by City and Contractor. If notice of any change in the contract or contract time is required to be given to a

surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

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

12) Indemnification

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

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

13) Non-Discrimination & Equal Opportunity Employment

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

14) 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.

15) 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.

16) Notice

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

CITY

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

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Paragon Construction Unlimited, Inc.
1497 NW 153rd Ave.
Pembroke Pines, FL 33028
Phone: (954) 430 4309

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party 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.

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

18) 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.

19) 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.

20) 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.

21) 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.

22) Uncontrollable Circumstances

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

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

23) Merger; Amendment

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

24) 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.

25) Contingent Fees

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

26) Public Records

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

26.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

26.1.2 Provide the public with access to such public records on the same terms as that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

26.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

26.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

26.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17, "Termination", herein.

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 Director duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date



Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

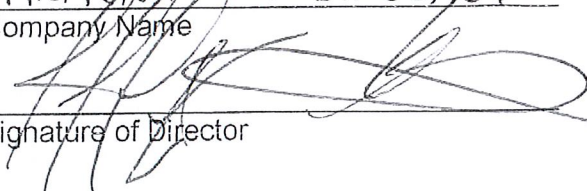
City Attorney

Date

ATTEST:

PARAGON CONSTRUCTION UNLTD.
Company Name


Signature of Corporate Secretary


Signature of Director

Suzanne E. Strump
Type/Print Name of Corporate Secy.

Jeffrey Strump
Type/Print Name of Director

(CORPORATE SEAL)

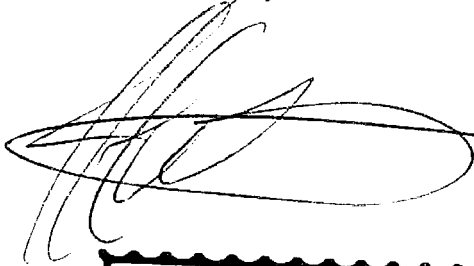
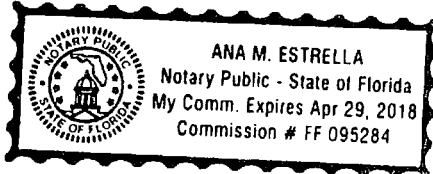
3/19/15
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
COUNTY OF Broward :SS

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

WITNESS my hand and official seal this day of 3/19, 2015.


Signature of Notary Public
State of Florida at Large

ANA M. ESTRELLA

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

FLORIDA DRIVER LICENSE

Type of I.D. Produced

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C F Insurance Services, Inc. P.O. Box 1189 Apopka FL 32704-1189 INSURED Paragon Construction Unlimited, Inc 1497 Nw 153rd Avenue Pembroke Pines FL 33028	CONTACT NAME: House Agent PHONE (A/C, No, Ext): (407) 884-7843 FAX (A/C, No): (407) 884-6014 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A Mid Continent Casualty Company</td> <td>23418</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Mid Continent Casualty Company	23418	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A Mid Continent Casualty Company	23418														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL153217802

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		04GL000923761	2/28/2015	2/28/2016	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ EXCLUDED	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000	
	OTHER:						\$	
A	AUTOMOBILE LIABILITY			04GL000923761	2/28/2015	2/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Piccadilly Cafeteria Demo Project

The City of Tamarac is listed as an additional insured with respects to the general liability policy.

CERTIFICATE HOLDER

CANCELLATION


City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jon DeClue/TONYA
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ACORD 25 (2014/01)

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INS025 (201401)

CERTIFICATE OF LIABILITY INSURANCE							Date 3/19/2015		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage		NAIC #		
					Insurer A: Lion Insurance Company		11075		
					Insurer B:				
					Insurer C:				
					Insurer D:				
Insurer E:									
Coverages <small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits			
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$		
		Damage to rented premises (EA occurrence)				\$			
		Med Exp				\$			
		Personal Adv Injury				\$			
		General Aggregate				\$			
		Products - Comp/Op Agg				\$			
							AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos		
Bodily Injury (Per Person)	\$								
Bodily Injury (Per Accident)	\$								
Property Damage (Per Accident)	\$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence			
						Aggregate			
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	X	WC Statutory Limits	OTH-ER	
						E.L. Each Accident		\$1,000,000	
						E.L. Disease - Ea Employee		\$1,000,000	
						E.L. Disease - Policy Limits		\$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616						
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 84-59-012 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <p style="text-align: center;">Paragon Construction Unlimited, Inc.</p> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. Project Name: PICCADILLY CAFETERIA DEMO PROJECTS ISSUE 03-19-15 (TLD)									
Begin Date 2/23/2015									
CERTIFICATE HOLDER					CANCELLATION				
CITY OF TAMARAC 7525 NW 88TH AVE TAMARAC, FL 33321					Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				
									



Title - TR12626 - Support of SaferBy4 Initiative

A Resolution of the City Commission of the City of Tamarac, expressing support and encouraging the collective efforts of municipalities through the "SaferBy4" initiative to reduce preventable child deaths due to drowning and sleep habits; authorizing the City Clerk to transmit this resolution; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
📎 TR12626 Memorandum	3/31/2015	Cover Memo
📎 TR 12626 Reso	3/30/2015	Resolution

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
MAYOR AND COMMISSION OFFICE

TO: MICHAEL C. CERNECH,
CITY MANAGER

DATE: MARCH 26, 2015

FROM: DIANE PHILLIPS, 
ASSISTANT CITY MANAGER

RE: TR # 12626 - SUPPORTING THE
SAFERBY4 INITIATIVE

Recommendation:

Place the above referenced item, TR # 12626 on the April 8, 2015 City Commission Meeting agenda for Commission consideration.

Issue:

Mayor Harry Dressler has requested that the City Commission consider supporting the Department of Children and Families request for assistance of all Broward County municipalities in reducing, if not eliminating, preventable tragedies to safely get young children to their fourth birthday.

Background:

The Department of Children and Families is working together with the Children's Services Council of Broward, the Florida Department of Health in Broward County, Healthy Mothers/Healthy Babies and other organizations to inform and educate families about actions and steps to prevent child fatalities. The City of Tamarac believes expressing support and encouragement of the "SaferBy4" initiative will help reduce preventable child deaths due to drowning and sleep habits. Municipalities, through their ability to communicate to the residents, civic associations, interfaith community and other organizations as well as the ability to coalesce resources, must take a leadership role in the "SaferBy4" initiative to include collaboration on innovative educational and prevention strategies and sharing "best practices" for reducing preventable child deaths due to drowning and unsafe sleep habits; takes the pledge to become a "SaferBy4" community in Broward County and authorizes the City Clerk to transmit this resolution to each Mayor and Municipal Commission of Broward County, the Broward Chiefs of Police Association, the Broward Fire Chiefs Association and the Broward County Board of County Commissioners, and any other interested parties.

Fiscal Impact:

At this time there is no direct budgetary impact.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, EXPRESSING SUPPORT AND ENCOURAGING THE COLLECTIVE EFFORTS OF MUNICIPALITIES THROUGH THE "SAFERBY4" INITIATIVE TO REDUCE PREVENTABLE CHILD DEATHS DUE TO DROWNING AND SLEEP HABITS; AUTHORIZING THE CITY CLERK TO TRANSMIT THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recent changes to the Florida Statutes now allow the Florida Department of Children and Families to broadly share child fatality information, which is useful in informing and educating communities about causes of child deaths; and

WHEREAS, over 200 child deaths have been reported to the Department of Children and Families in Broward County over the last five years, an average of one death every ten days; and

WHEREAS, nearly half of all child fatalities reported to the Department of Children and Families resulted from drowning and accidental suffocation or strangulation from an unsafe sleep environment; and

WHEREAS, the most prevalent cause of death of children under one year of age was accidental suffocation or strangulation from an unsafe sleep environment; and

WHEREAS, 77% of the Broward County children who died in the last five years were ages 3 and under; and

WHEREAS, information and education can greatly contribute to preventing deaths from drowning and unsafe sleep; and

WHEREAS, the Department of Children and Families is working together with the Children's Services Council of Broward, the Florida Department of Health in Broward County, Healthy Mothers/Healthy Babies, and other organizations to inform and educate families about actions and steps to prevent child fatalities; and

WHEREAS, as part of their overall prevention strategy, the Department of Children and Families is requesting the assistance of all Broward County municipalities in reducing, if not eliminating, these preventable tragedies to safely get young children to their fourth birthday; and

WHEREAS, the "SaferBy4" initiative was established to raise awareness, assist, inform and educate families and municipalities about strategies and steps to prevent child fatalities; and

WHEREAS, first responders play a role in identifying high risk environments and providing educational opportunities to avert preventable child deaths due to drowning and unsafe sleep habits; and

WHEREAS, strategies include, providing direct on scene education ("DOSE") training for all Broward County first responders; increasing funding for swimming and pool safety instruction which is currently available for school aged children attending elementary schools participating in the Swim Central program to children from six months old to four (4) years old; securing community and organization support to

provide a safe sleeping area for infants including cribs; and evaluation each municipalities risk reduction efforts through engineering, education, and enforcement; and

WHEREAS, municipalities, through their ability to communicate to the residents, civic associations, interfaith community and other organizations as well as the ability to coalesce resources, must take a leadership role in the "SaferBy4" initiative to include collaboration on innovative educational and prevention strategies and sharing "best practices" for reducing preventable child deaths due to drowning and unsafe sleep habits; and

WHEREAS, as part of the overall prevention strategy, municipalities have been asked to take the pledge to become a "SaferBy4" community in Broward County.

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

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

SECTION 2: That the City Commission of the City of Tamarac supports the "SaferBy4" initiative.

SECTION 3: The City of Tamarac urges all health care institutions, municipalities, and all first responders, to support the "SaferBy4" initiative and to

collaborate on strategies aimed at reducing, if not eliminating, preventable child deaths due to drowning and unsafe sleep habits.

SECTION 4: The City Clerk is hereby directed to distribute a copy of this Resolution to each Mayor and Municipal Commission of Broward County, the Broward Chiefs of Police Association, the Broward Fire Chiefs Association and the Broward County Board of County Commissioners.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2015.

HARRY DRESSLER
MAYOR

ATTEST:

PAT TEUFEL, CMC
CITY CLERK

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





SAMUEL S. GOREN, CITY ATTORNEY



Title - TO2317 - 1st Budget Amendment FY2015

Motion to adopt an ordinance of the City Commission of the City of Tamarac, Florida, **on first reading** amending Ordinance 2014-13, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2015, by increasing the total revenues and Expenditures by a total of \$2,796,893 as detailed in Attachment A attached hereto and summarized in Attachment B; providing for conflicts; providing for severability; providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TO 2317 - 1st Budget Amendment Memo	3/25/2015	Cover Memo
 TO 2317 - 1st Budget Amendment	3/25/2015	Ordinance
 TO 2317 - 1st Budget Amendment - A	3/25/2015	Exhibit
 TO 2317 - 1st Budget Amendment - B	3/25/2015	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: March 25, 2014

FROM: Mark C. Mason, 
Director of Financial Services

RE: TO 2317 Amending
Ordinance 2014-13 FY 2015
Budget

Recommendation:

I recommend placing TO 2317 amending Ordinance 2014-13, which adopted the FY 2015 Annual Budget, in the amount of \$2,796,893 from \$140,585,741 to \$143,382,634.

Issue:

On September 22, 2014, the City Commission adopted Ordinance 2014-13 which adopted the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2015. Pursuant to Section 166.241(3), a municipality may amend its budget at any time during the course of 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 subject matter.

Background:

Following is a summary of the recommended adjustments to the Fiscal Year 2014 Budget.

FUND TYPE	Adpoted Budget		Change	Amendment #1	
	Ord. 2014-13			TO #2317	
General Fund	\$ 52,218,644	\$	-	\$ 52,218,644	
Special Revenue Funds	\$ 28,238,682	\$	982,106	\$ 29,220,788	
Debt Service Funds	\$ 2,811,183	\$	-	\$ 2,811,183	
Capital Project Funds	\$ 7,543,217	\$	1,814,787	\$ 9,358,004	
Enterprise Funds	\$ 43,076,404	\$	-	\$ 43,076,404	
Internal Service Funds	\$ 6,697,611	\$	-	\$ 6,697,611	
Total	\$ 140,585,741	\$	2,796,893	\$ 143,382,634	

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, and items that have been evaluated for recommended inclusion in the current year budget due to updated information, debt issuances and additional capital improvements that have been identified and recommended to be started in the current year due to timing, pricing, etc.

Since the beginning of the fiscal year, the City Commission has approved a number of resolutions that affect the budget including allocations of grant funding, additional funding for certain operating and capital expenditures, converting a part-time Human Resources Support Specialist I to a full-time position resulting from contracting for administrative services with the Firefighter's Pension Board and recording of a grant with Broward County for Tamarac Village executed in the prior year but not recorded however no expenditures have been recorded against it.

The City also approved a three year agreement with the Federation of Public Employees which provided a small effect on four of the general fund departmental personal services budgets for FY 2015 in the amount of \$53,337 as well as \$17,884 for the Building Fund. The remaining operating funds will be adjusted through existing contingency funds and will have no impact on the overall budget.

In addition, a number of items have been evaluated for inclusion in the amendment and are enumerated below.

General Fund adjustments to the budget include the following:

Transferring the budget for encumbrances from non-departmental to the departmental budgets to which they apply in the amount of \$281,123. In addition, at the end of the year additional encumbrances that exceeded the original estimate of \$224,824, were rolled into FY 2015 and require adjustments to the departmental budgets with an offsetting decrease in contingency.

Fire Rescue Fund adjustment to the budget includes the following:

Increase appropriation from fund balance in the amount of \$66,395 for encumbrances that exceeded the original estimate of \$20,000 and were carried forward into FY 2015 for purchases made but not received in FY 2014.

Increase revenues and expenditures in the amount of \$546,916 for two ambulances approved and budgeted for in FY 2014 but not delivered and received until October 6, 2014 or in FY 2015. Since these two ambulances were funded via a lease agreement, both the funding, received in FY 2015, and the expense (vehicles received in FY 2015) need to re-budgeted in FY 2015 to reflect the lease proceeds and expenditure.

Law Enforcement Trust Fund adjustment to the budget includes the following:

Increase revenues and expenditures for an encumbrance in the amount of \$7,291 representing the remaining amount appropriated in FY 2013 for additional specialized training.

Building Fund adjustments to the budget includes the following:

Increase revenues and expenditures in the amount of \$70,000 representing professional service fees for building inspections contracting with a private contractor as well as Broward County through an Interlocal agreement.

Personnel adjustments to the budget include the following:

Parks & Recreation Department – Increase budget to add one part-time Customer Service Representative/Cashier in the amount of \$10,039 presenting six (6) months projection offset by a reduction in don-departmental contingency. This position results from the need to have the appropriate staff on site to manage cashiering transactions, prepare deposits for pickup and provide program information and other customer service functions while other staff manage and operate the programs.

Fire Rescue Department – Increase budget to add one full-time Fire Inspector Position in the amount of \$91,708 representing six (6) months projection offset by an increase in appropriation from fund balance, including one-time costs such as a vehicle, computer, etc. This position is a result of increased fire inspection and plan review requirements. This additional inspector will allow the plan review function to focus on plan review thus reducing the overall time to move plans through the system as well as making sure all fire inspections are performed in a timely manner.

Building Department – Increase budget to reflect one full-time Electrical Inspector in the amount of \$61,792 representing six (6) months projection offset by an increase in appropriation from fund balance. Currently the City has one Chief Electrical Inspector. Efforts to bring in a Will-Call Electrical Inspector have been unsuccessful and bringing in a sub-contracted Electrical Inspector has been hit or miss depending on workload at Broward County or Calvin Giordano. The City also looked to bring on an Electrical Inspector through a Temporary Employee posting which was unsuccessful. As a result, staff recommends a full-time position in an effort to bring someone on board for that position.

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.

ORDINANCE NO. 2015- _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING ORDINANCE 2014-13, WHICH ADOPTED THE CITY OF TAMARAC OPERATING BUDGET, REVENUES AND EXPENDITURES, THE CAPITAL BUDGET, AND THE FINANCIAL POLICIES FOR THE FISCAL YEAR 2015, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF \$2,796,893 AS DETAILED IN ATTACHMENT A ATTACHED HERETO AND SUMMARIZED IN ATTACHMENT B; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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 2015 by approving Ordinance 2014-13 on September 22, 2014; and

WHEREAS, the City Commission desires to amend its Operating Budget, Revenues and Expenditures and Capital Budget pursuant to Section 166.241(3).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. City of Tamarac Ordinance 2014-13 which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, and the Capital Budget for the Fiscal Year 2015 is hereby 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, or resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 5. This Ordinance shall become effective immediately after its adoption by the Tamarac City Commission.

PASSED, FIRST READING this _____ day of _____, 2015
PASSED, SECOND READING this _____ day of _____, 2015

ATTEST: BY: _____
MAYOR HARRY DRESSLER

PAT TUEFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR DRESSLER	_____
DIST 1: V/M. BUSHNELL	_____
DIST 2: COMM. GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: COMM. PLACKO	_____

I HEREBY CERTIFY that
I have approved this
ORDINANCE as to form:

SAMUEL S. GOREN
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR DRESSLER	_____
DIST 1: V/M. BUSHNELL	_____
DIST 2: COMM. GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: COMM. PLACKO	_____

**CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317**

ATTACHMENT A

	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE	
FUND							
General Fund							
Revenues							
Taxes	\$ 27,334,896				\$ 27,334,896	\$ -	
Licenses & Permits	4,878,534				4,878,534	-	
Intergovernmental Revenue	7,750,176				7,750,176	-	
Charges for Services	1,638,705				1,638,705	-	
Fines & Forfeitures	433,781				433,781	-	
Miscellaneous	1,100,713				1,100,713	-	
Other Sources	5,718,389				5,718,389	-	
Appropriation From Fund Balance	1,781,518				1,781,518	-	
Total General Fund Revenue	\$ 50,636,712				\$ 50,636,712	\$ -	
Expenditures							
City Commission	\$ 596,814				\$ 596,814	\$ -	
City Manager	1,536,829	43,672	#1		1,580,501	43,672	
City Attorney	590,580				590,580	-	
City Clerk	569,378				569,378	-	
Finance	2,771,328	6,736	#2		2,778,064	6,736	
Human Resources	1,106,910	27,000	H		1,133,910	27,000	
Community Development	1,967,152	175,925	A				
		11,368	#2		2,154,445	187,293	
Police	14,032,136				14,032,136	-	
Public Services	7,170,089	230,043	E				
		54,177	#1				
		28,848	#2		7,483,157	313,068	
Parks & Recreation	4,531,580	144,160	#1				
		6,385	#2				
		10,039	#5		4,692,164	160,584	
Information Technology	2,233,269	39,114	#1		2,272,383	39,114	
Non-Departmental	13,530,647		A	175,925			
			E	230,043			
			#1	56,299			
			#1	224,824			
			#2	53,337			
			H	27,000			
			#5	10,039	12,753,180	(777,467)	
Total General Fund Expenditures	\$ 50,636,712	\$ 777,467			\$ 777,467	\$ 50,636,712	\$ -
Red Light Cameras							
Revenues							
Fines & Forfeitures	\$ 1,502,307				\$ 1,502,307	\$ -	
Miscellaneous	79,625				79,625	-	
Total Red Light Cameras Revenue	\$ 1,581,932				\$ 1,581,932	\$ -	
Expenditures							
Personal Services	\$ 51,299				\$ 51,299	\$ -	
Operating Expenses	1,530,633				1,530,633	-	
Total Red Light Cameras Expenditures	\$ 1,581,932				\$ 1,581,932	\$ -	
Fire Rescue Fund							
Revenues							
Permits, Fees & Special Assessments	\$ 11,385,195				\$ 11,385,195	\$ -	
Intergovernmental Revenue	74,990				74,990	-	
Charges for Services	2,167,580				2,167,580	-	
Miscellaneous Revenues	31,015				31,015	-	
Interfund Transfers	6,943,322				6,943,322	-	
Other Sources	650,000	31,575	D				
		66,395	#1				
		546,916	#3				
		91,708	#5		1,386,594	736,594	
Total Fire Rescue Fund Revenue	\$ 21,252,102	\$ 736,594			\$ -	\$ 21,988,696	\$ 736,594
Expenditures							
Personal Services	\$ 15,419,109	\$ 91,708	#5		\$ 15,510,817	\$ 91,708	
Operating Expenditures	1,411,074	51,795	#1		1,462,869	51,795	
Capital Outlay	1,488,524	31,575	D				
		14,600	#1				
		546,916	#3		2,081,615	593,091	
Debt Service	365,892				365,892	-	
Other Uses	2,547,503				2,547,503	-	
Reserves	20,000				20,000	-	
Total Fire Rescue Fund Expenditures	\$ 21,252,102				\$ 21,988,696	\$ 736,594	

CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317

ATTACHMENT A

FUND	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Law Enforcement Trust-State Fund						
Revenues						
Charges for Service				\$ -	\$ -	
Appropriation From Fund Balance		\$ 7,291	#1		7,291	7,291
Total Law Enforcement Trust-State Fund Revenues	\$ -	\$ 7,291		\$ -	\$ 7,291	\$ 7,291
Expenditures						
Operating		7,291	#1	\$ 7,291	\$ 7,291	
Total Law Enforcement Trust-State Fund Expenditures	\$ -	\$ 7,291		\$ -	\$ 7,291	\$ 7,291
Public Art Fund						
Revenues						
Charges for Service	\$ 150,000			\$ 150,000	\$ -	
Miscellaneous Revenue	7,500			7,500	-	
Appropriation From Fund Balance	1,342,500			1,342,500	-	
Total Public Art Fund Revenues	\$ 1,500,000			\$ 1,500,000	\$ -	
Expenditures						
Operating Expenditures	\$ 235,000			\$ 235,000	\$ -	
Capital Outlay	710,000			710,000	-	
Contingency	555,000			555,000	-	
Reserve	-			-	-	
Total Public Art Fund Expenditures	\$ 1,500,000			\$ 1,500,000	\$ -	
Local Option Gas Tax 3-Cents Fund						
Revenues						
Taxes	\$ 369,004			\$ 369,004	\$ -	
Appropriation From Fund Balance	1,492,140			1,492,140	-	
Total Local Option Gas Tax Revenue	\$ 1,861,144			\$ 1,861,144	\$ -	
Expenditures						
Operating Expenditures	\$ 1,435,964			\$ 1,435,964	\$ -	
Reserves	425,180			425,180	-	
Total Local Option Gas Tax Expenditures	\$ 1,861,144			\$ 1,861,144	\$ -	
Building Fund						
Revenues						
Licenses & Permits	\$ 2,237,000			\$ 2,237,000	\$ -	
Charges for Services	10,000			10,000	-	
Fines & Forfeitures	140,000			140,000	-	
Miscellaneous Revenues	14,000			14,000	-	
Appropriation From Fund Balance	261,375	14,787	C			
		17,884	#2			
		70,000	#4			
		52,550	#5		416,596	155,221
Total Building Fund Revenues	\$ 2,662,375	\$ 155,221		\$ -	\$ 2,817,596	\$ 155,221
Expenditures						
Personal Services	\$ 1,948,896	\$ 17,884	#2			
		\$ 52,550	#5	\$ 2,019,330	\$ 70,434	
Operating Expenses	178,806	70,000	#4	248,806	70,000	
Capital Outlay	-			-	-	
Other Uses	534,673	14,787	C	549,460	14,787	
Total Building Fund Expenditures	\$ 2,662,375	\$ 155,221		\$ -	\$ 2,817,596	\$ 155,221
RCMP Grant Fund						
Revenues						
Intergovernmental Revenue	\$ 150,000	\$ 83,000	B	\$ 233,000	\$ 83,000	
Total RCMP Revenues	\$ 150,000			\$ 233,000	\$ 83,000	
Expenditures						
Personal Services	\$ 7,460			\$ 7,460	\$ -	
Operating Expenses	142,540	83,000	B	225,540	83,000	
Total RCMP Expenditures	\$ 150,000			\$ 233,000	\$ 83,000	
Community Development Block Grant (CDBG) Fund						
Revenues						
Intergovernmental Revenue	\$ 355,970			\$ 355,970	\$ -	
Miscellaneous	-			-	-	
Total CDBG Revenues	\$ 355,970			\$ 355,970	\$ -	
Expenditures						
Personal Services	\$ 139,241			\$ 139,241	\$ -	
Operating Expenses	316,131			316,131	-	
Capital Outlay	(99,402)			(99,402)	-	

CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317

ATTACHMENT A

FUND	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Total CDBG Expenditures	\$ 355,970				\$ 355,970	\$ -

CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317

ATTACHMENT A

FUND	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
State Housing Initiative Program Fund						
<u>Revenues</u>						
Intergovernmental Revenue	\$ 278,643				\$ 278,643	\$ -
Total State Housing Initiative Revenues	\$ 278,643				\$ 278,643	\$ -
<u>Expenditures</u>						
Personal Services	\$ 27,602				\$ 27,602	\$ -
Other Uses	251,041				251,041	-
Total State Housing Initiative Expenditures	\$ 278,643				\$ 278,643	\$ -
Home (HUD) Fund						
<u>Revenues</u>						
Intergovernmental Revenue	\$ 78,448				\$ 78,448	\$ -
Total Home (HUD) Revenues	\$ 78,448				\$ 78,448	\$ -
<u>Expenditures</u>						
Personal Services	\$ 7,970				\$ 7,970	\$ -
Operating Expenses	65,478				65,478	-
Reserves	5,000				5,000	-
Total Home (HUD) Expenditures	\$ 78,448				\$ 78,448	\$ -
Neighborhood Stab. Grant 3						
<u>Revenues</u>						
Intergovernmental Revenue	\$ -				\$ -	\$ -
Miscellaneous Revenue	100,000				100,000	-
Total Neighborhood Stab. Grant 3 Revenues	\$ 100,000				\$ 100,000	\$ -
<u>Expenditures</u>						
Personal Services	\$ 20,457				\$ 20,457	\$ -
Operating Expenses	79,543				\$ 79,543	-
Total Neighborhood Stab. Grant 3 Expenditures	\$ 100,000				\$ 100,000	\$ -
General Obligation (GO) Debt Service						
<u>Revenues</u>						
Taxes	\$ 263,045				\$ 263,045	\$ -
Interest Income	600				600	-
Total GO Debt Service Revenues	\$ 263,645				\$ 263,645	\$ -
<u>Expenditures</u>						
Debt Service	\$ 263,645				\$ 263,645	\$ -
Total GO Debt Service Expenditures	\$ 263,645				\$ 263,645	\$ -
Revenue Bond Fund						
<u>Revenues</u>						
Interest Income	\$ 5,000				\$ 5,000	\$ -
Interfund Transfers	2,542,538				2,542,538	-
Total Revenue Bond Fund Revenues	\$ 2,547,538				\$ 2,547,538	\$ -
<u>Expenditures</u>						
Debt Service	\$ 2,547,538				\$ 2,547,538	\$ -
Total Revenue Bond Fund Expenditures	\$ 2,547,538				\$ 2,547,538	\$ -
Capital Equipment Fund						
<u>Revenues</u>						
Interfund Transfers	\$ 552,000				\$ 552,000	\$ -
Appropriation From Fund Balance	-				-	-
Total Capital Equipment Fund Revenues	\$ 552,000				\$ 552,000	\$ -
<u>Expenditures</u>						
Capital Outlay	\$ 517,000				\$ 517,000	\$ -
Contingency	\$ 35,000				\$ 35,000	-
Total Capital Equipment Fund Expenditures	\$ 552,000				\$ 552,000	\$ -

**CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317**

ATTACHMENT A

FUND	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
General Capital Improvements Fund						
Revenues						
Intergovernmental Revenue	\$ -	\$ -		\$ -	\$ -	\$ -
Transfers In		14,787	C		14,787	14,787
Appropriation From Fund Balance	2,754,680				2,754,680	-
Total Gen. Capital Improvements Revenues	\$ 2,754,680	\$ 14,787		\$ -	\$ 2,769,467	\$ 14,787
Expenditures						
Operating Expenditures	\$ 100,000			\$ 100,000	\$ 100,000	\$ -
Capital Outlay	2,010,000	14,787	C		2,024,787	14,787
Other Uses	144,680				144,680	-
Contingency	500,000				500,000	-
Total Gen. Capital Improvements Expenditures	\$ 2,754,680	\$ 14,787		\$ -	\$ 2,769,467	\$ 14,787
Corridor Improvement Fund						
Revenues						
Interfund Transfers	\$ 1,000,000			\$ 1,000,000	\$ 1,000,000	\$ -
Total Corridor Improvement Fund Revenues	\$ 1,000,000			\$ 1,000,000	\$ 1,000,000	\$ -
Expenditures						
Capital Outlay	\$ 1,000,000			\$ 1,000,000	\$ 1,000,000	\$ -
Total Corridor Improvement Fund Expenditures	\$ 1,000,000			\$ 1,000,000	\$ 1,000,000	\$ -
Public Service Facilities Fund						
Revenues						
Intergovernmental Revenue	\$ 1,216,740			\$ 1,216,740	\$ 1,216,740	\$ -
Interest Income	25,000				25,000	-
Appropriation From Fund Balance	782,904				782,904	-
Total Public Service Facilities Revenues	\$ 2,024,644			\$ 2,024,644	\$ 2,024,644	\$ -
Expenditures						
Operating Expenditures	\$ 40,144			\$ 40,144	\$ 40,144	\$ -
Capital Outlay	1,984,500				1,984,500	-
Total Public Service Facilities Expenditures	\$ 2,024,644			\$ 2,024,644	\$ 2,024,644	\$ -
CIP 05 Revenue Bond Fund						
Revenues						
Appropriation From Fund Balance	\$ 960,000			\$ 960,000	\$ 960,000	\$ -
Total CIP 05 Revenue Bond Fund Revenues	\$ 960,000			\$ 960,000	\$ 960,000	\$ -
Expenditures						
Capital Outlay	\$ 960,000			\$ 960,000	\$ 960,000	\$ -
Total CIP 05 Revenue Bond Fund Expenditures	\$ 960,000			\$ 960,000	\$ 960,000	\$ -
Tamarac Village Fund						
Revenues						
Other Sources	\$ 300,000		F			
	1,500,000		G		\$ 1,800,000	\$ 1,800,000
Appropriation From Fund Balance	251,893				251,893	-
Total Tamarac Village Fund Revenues	\$ 251,893	\$ 1,800,000		\$ -	\$ 2,051,893	\$ 1,800,000
Expenditures						
Operating Expenditures	\$ 15,710			\$ 15,710	\$ 15,710	\$ -
Capital Outlay	-	300,000	F			
		1,500,000	G		1,800,000	1,800,000
Debt Service	236,183				236,183	-
Total Tamarac Village Fund Expenditures	\$ 251,893	\$ 1,800,000		\$ -	\$ 2,051,893	\$ 1,800,000
Stormwater Management Fund						
Revenues						
Special Assessment - Stormwater	\$ 5,198,189			\$ 5,198,189	\$ 5,198,189	\$ -
Investment Income & Misc Rev	54,000				54,000	-
Interfund Transfers	338,298				338,298	-
Appropriation From Net Assets	688,140				688,140	-
Total Stormwater Management Revenues	\$ 6,278,627			\$ 6,278,627	\$ 6,278,627	\$ -
Expenses						
Personal Services	\$ 1,638,365			\$ 1,638,365	\$ 1,638,365	\$ -
Operating Expenses	2,553,262				2,553,262	-
Capital Outlay	200,700				200,700	-
Debt Service	404,000				404,000	-
Other Uses	1,032,300				1,032,300	-
Contingency	300,000				300,000	-
Reserve	150,000				150,000	-

CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317

ATTACHMENT A

FUND	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Total Stormwater Management Expenditures	\$ 6,278,627				\$ 6,278,627	\$ -

CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317

ATTACHMENT A

FUND	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Stormwater Capital Project						
Revenues						
Interfund Transfers	\$ 1,032,300			\$ 1,032,300	\$ -	
Total Stormwater Capital Project Fund Revenues	\$ 1,032,300			\$ 1,032,300	\$ -	
Expenditures						
Operating Expenses	\$ 35,000			\$ 35,000	\$ -	
Capital Outlay	997,300			997,300	-	
Total Stormwater Capital Project Fund Expenditures	\$ 1,032,300			\$ 1,032,300	\$ -	
Utilities Fund						
Revenues						
Charges for Services	\$ 25,114,512			\$ 25,114,512	\$ -	
Miscellaneous Revenue	76,000			76,000	-	
Appropriation From Net Assets	1,691,225			1,691,225	-	
Total Utilities Fund Revenues	\$ 26,881,737			\$ 26,881,737	\$ -	
Expenses						
Personal Services	\$ 5,462,609			\$ 5,462,609	\$ -	
Operating Expenses	13,253,029			13,253,029	-	
Capital Outlay	1,103,326			1,103,326	-	
Debt Service	907,000			907,000	-	
Other Uses	5,617,346			5,617,346	-	
Contingency	377,487			377,487	-	
Reserves	160,940			160,940	-	
Total Utilities Fund Expenses	\$ 26,881,737			\$ 26,881,737	\$ -	
Utilities C.I.A.C. Fund						
Revenues						
Miscellaneous Revenues	\$ 500			\$ 500	\$ -	
Total Utilities C.I.A.C. Fund Revenues	\$ 500			\$ 500	\$ -	
Expenses						
Reserves	\$ 500			\$ 500	\$ -	
Total Utilities C.I.A.C. Fund Expenses	\$ 500			\$ 500	\$ -	
Utilities Renewal and Replacement Fund						
Revenues						
Interfund Transfers	\$ 5,600,000			\$ 5,600,000	\$ -	
Appropriation From Net Assets	361,495			361,495	-	
Total Utilities Construction Fund Revenues	\$ 5,961,495			\$ 5,961,495	\$ -	
Expenses						
Capital Outlay	\$ 5,961,495			\$ 5,961,495	\$ -	
Total Utilities Construction Fund Expenses	\$ 5,961,495			\$ 5,961,495	\$ -	
Colony West Golf Course						
Revenues						
Charges for Services	\$ 2,356,743			\$ 2,356,743	\$ -	
Miscellaneous Revenues	255,405			255,405	-	
Operating Transfer	309,597			309,597	-	
Total Colony West Golf Course Fund Revenues	\$ 2,921,745			\$ 2,921,745	\$ -	
Expenses						
Operating Expenses	\$ 2,527,402			\$ 2,527,402	\$ -	
Capital Outlay	143,160			143,160	-	
Contingency	251,183			251,183	-	
Total Colony West Golf Course Fund Expenses	\$ 2,921,745			\$ 2,921,745	\$ -	
Health Insurance Fund						
Revenues						
Charges for Services	\$ 4,107,250			\$ 4,107,250	\$ -	
Transfer in from Risk Fund	-			-	-	
Total Health Insurance Fund Revenues	\$ 4,107,250			\$ 4,107,250	\$ -	
Expenses						
Operating Expenses	\$ 3,966,581			\$ 3,966,581	\$ -	
Contingency	140,669			140,669	-	
Reserves for Claims	-			-	-	
Total Health Insurance Fund Expenses	\$ 4,107,250			\$ 4,107,250	\$ -	

CITY OF TAMARAC, FLORIDA
FY 2015 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2317

ATTACHMENT A

FUND	FY 2015 BUDGET ORDINANCE O-2014-13	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Risk Management Fund						
Revenues						
Charges for Services	\$ 1,335,991				\$ 1,335,991	\$ -
Miscellaneous Revenues	65,000				65,000	-
Appropriation from Net Assets	1,189,370				1,189,370	-
Total Risk Management Fund Revenues	\$ 2,590,361				\$ 2,590,361	\$ -
Expenses						
Personal Services	\$ 382,897				\$ 382,897	\$ -
Operating Expenses	1,959,964				1,959,964	-
Transfer Out to Health Fund					-	-
Contingency	247,500				247,500	-
Total Risk Management Fund Expenses	\$ 2,590,361				\$ 2,590,361	\$ -
Total FY14 Budget	\$140,585,741				\$ 143,382,634	\$ 2,796,893

FY 2015 BUDGET

ATTACHMENT TO TEMPORARY ORDINANCE 2317

FY 2015 BUDGET AMENDMENT #1			
BA#	Item	Summary of Adjustments	Dollar Amount
Approved 10/08/14			
	A	Approved Resolution R-2014-103 - Contract for services with Clarion Associates, LLC for the purpose of providing a re-write of the Land Development Regulations and providing for a Comprehensive Plan Update	
		Increase Operating Expenditures	175,925
		Decrease General Fund Non-departmental Contingency	(175,925)
Approved			
	B	Approved Resolution R-2014-136 - Grant Agreement for Residential Construction Mitigation Program (RCMP) Grant Funds Case # 5-MI-14	
		Increase Program Funding and Expenditures	83,000
Approved			
	C	Approved Resolution R-2014-119 - Emergency Generator Installation at Public Services Building, additional funding from Stormwater and Building Funds	
		Building Fund - Increase Transfer Out/increase Appropriation from Fund Balance	14,787
		Capital Project Fund - Increase Transfer in/increase Capital Outlay Expenditures	14,787
Approved			
	D	Approved Resolution R-2014-131 - Pumper/Aerial Fire Apparatus acquisition	
		Increase Capital Expenditures and increase appropriation from Fund Balance	31,575
Approved			
	E	Approved Resolution R-2015-06 - Award of Citywide Landscape Maintenance to Prestige - results in an increase in pricing from the prior contract	
		Increase Public Works Operating Expenditures	230,043
		Decrease General Fund Non-departmental Contingency	(230,043)
Approved			
	F	Approved Resolution R-2015-08 - Grant Agreement with the State of Florida for Stormwater Infrastructure in Tamarac Village	
		Increase Grant Revenue and Increase Expenditures	300,000
Approved			
	G	Approved Resolution R-2013-60 - Broward County Redevelopment Program Grant Agreement for Infrastructure Improvements in Tamarac Village	
		Increase Grant Revenue and Increase Expenditures	1,500,000
Approved			
	H	Approved R-2014-123 to convert one (1) part-time HR Support Special I position to full-time and add to the department authorized positions, salary/benefits budget based on 8 months projection as a result of taking on the Fire Pension Administration	
		Increase Personal Services expenditures	27,000
		Decrease General Fund Non-departmental Contingency	(27,000)
SUBTOTAL ITEMS PREVIOUSLY APPROVED BY CITY COMMISSION AT THE ABOVE INDICATED MEETINGS			\$ 1,944,149
#1 Encumbrance Roll			
		General Fund:	
		Increase appropriation from fund balance and expenditures	
		City Manager	43,672
		Public Services	54,177
		Parks and Recreation	144,160
		Information Technology	39,114
		Decrease Non-Departmental contingency	(56,299)
		Decrease Non-Departmental encumbrances	(224,824)
		Fire Rescue Fund	
		Fire Rescue Services - Increase appropriation from fund balance and expenditures	66,395
		Law Enforcement Trust-State Fund:	
		Police Services - Increase appropriation from fund balance and expenditures	7,291
#2 Adjust for approval of FPE Bargaining Unit Contract			

FY 2015 BUDGET

ATTACHMENT TO TEMPORARY ORDINANCE 2317





[illegible]



Title - TO2316 - Ordinance Adopting LAC Mitigation Fee Program

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida **on first reading** amending Chapter 10 of the City's Code of Ordinances, entitled "Land Development Regulations," Article V, entitled "Improvements", by enacting Division 10, Section 10-311 entitled "Local Activity Center Mitigation Fee Program", to provide for adoption of a mitigation fee program associated with the impacts connected with development within the area designated as the Local Activity Center ("LAC") by the Future Land Use Map of the Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TO2316: Memo	3/19/2015	Cover Memo
 TO2316: Ordinance	3/19/2015	Ordinance
 TO2316: Exhibit A	3/19/2015	Exhibit
 TO2316: Impact Fee Analysis	3/19/2015	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (15-03-002M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: March 25, 2015

FROM: Maxine A. Calloway,
Director of Community
Development

RE: Tamarac Village LAC -
Mitigation Fee Program
Ordinance

Temp. Ordinance No. 2316

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed ordinance establishing a Local Activity Center (LAC) Mitigation Fee program to assess fees on development generating additional traffic impacts within the LAC on first reading at its April 8, 2015 meeting.

Issue: To establish a mitigation fee program for development generating additional traffic impacts within the LAC in order to offset the obligation of \$228,666.00 due to the County.

Background: On October 27, 2010, the City Commission of the City of Tamarac (the "City") adopted Ordinance numbers 2010-22 and 2010-23, amending its Comprehensive Plan to establish a Local Activity Center ("LAC") for the area that is designated as the City's Tamarac Village Local Activity Center ("Property"). The City made application to Broward County for a change to the Land Use Designation under the County Land Use Plan for the Property from 121.45 acres of Commercial, 6.67 acres of Community Facilities, 3.21 acres of Recreation and Open Space and 2.24 acres of Low (5) Residential to Local Activity Center (the "Land Use Amendment"). In keeping with the process and in an effort to determine the impacts of the Land Use Amendment, the City retained Jacobs Engineering Group (Jacobs) to conduct an analysis of the traffic impacts associated with the City's LAC.

In June, 2010, Jacobs issued their findings and conclusions which were verified by the Broward Metropolitan Planning Organization ("MPO") and accepted by the County. The analysis concluded that the land use plan for Tamarac's LAC between University Drive and NW 94th Avenue would generate an additional 7,431 vehicles per day and an additional 678 peak hour trips. As such, when assigned to the surrounding roadway network, the project traffic would exacerbate the projected over capacity conditions along Commercial Boulevard between Rock Island Road and Nob Hill Road.

In order to mitigate the traffic impacts associated with the project, it was determined that roadway capacity benefits could be attained by installing a portion of the County's proposed Advanced Traffic Management System (ATMS). Based on the County's process and requirements, the City would provide a proportionate fair share contribution to the County as a transportation Mitigation Fee in the amount of Two Hundred Twenty Eight Thousand, Six Hundred and Sixty Six Dollars (\$228,666), for the installation of improvements included as part of the County's Stabilization Engineering Improvements (SEI) capital program to mitigate the traffic impacts of the Land Use Plan Amendment.

On April 23, 2014, in satisfaction of this traffic mitigation condition, the City Commission adopted Resolution No. 2014-38, approving a Declaration of Restrictive Covenants, which committed the City to the payment of a transportation mitigation fee of Two Hundred and Twenty Eight Thousand Six Hundred and Sixty Six (\$228,666) Dollars for future development within the LAC

In an effort to assign this fee to individual projects as the LAC gets developed, staff commissioned a *Traffic Impact Fee Analysis* to establish a methodology by which the fee would be distributed. Traf Tech Engineering Inc., prepared the *Impact Fee Analysis* (hereto attached) using the potential vehicle trips associated with the land use designation of LAC compared to those of the existing development already built within the LAC. Based on this methodology, Traf Tech determined a difference of 19, 556 daily trips or 1,888 PM Peak Hour trips available for development within the LAC.

The payment schedule that has been developed for the mitigation fee program provides for a fee of \$121.12 per P.M. peak hour trip as the fair share contribution payment for traffic mitigation for projects within the LAC. This amount shall be adjusted every October 1 by the amount of change reflected for previous twelve (12) month period in the Implicit Price Deflator of the Gross National Product prepared by the United States Department of Commerce Bureau of Economic Analysis. Funds received by the City through the LAC Transportation Mitigation Fee will be placed into a City account to be transferred as payment to the County in accordance with the approved Declaration of Restrictive Covenants.

The funds collected by the City at the time of building permits through this program shall be utilized by the County for the installation of improvements included as part of the County's Signalization Engineering Improvements ("SEI") capital program to be applied along any of the following roadway segments in the vicinity of the LAC, as determined by the County:

- Commercial Boulevard from Sawgrass Expressway to SR-7
- McNab Road from Nob Hill Road to SR-7
- Oakland Park Boulevard from Sawgrass Expressway to SR-7
- Nob Hill Road from Oakland Park Boulevard to Atlantic Boulevard
- Pine Island Road from Oakland Park Boulevard to Atlantic Boulevard
- University Drive from Oakland Park Boulevard to Atlantic Boulevard

Analysis: The following summarizes the proposed changes in the legislative draft ordinance (attached):

Sec. 10-311. Local Activity Center Mitigation Fee Program establishes the requirement to mitigate through the LAC Transportation Mitigation Fee program based upon a fair share contribution payment schedule which will be determined by the number of additional P.M. trips generated by a proposed development at the time of building permit application. This section further provides that the amount of fee shall be calculated based on the LAC Transportation Mitigation Fee schedule which shall be adopted by resolution of the City Commission.

Summary of Recommendation: Staff therefore recommends that the Mayor and City Commission approve the proposed ordinance establishing a Transportation Mitigation Fee Program for proposed development within the LAC. The approval will satisfy the County's requirement and the City's obligation as outlined in the approved Declaration of Restrictive Covenants. The proposed ordinance if approved, furthers the City's efforts to develop not only Tamarac Village but the entire LAC, which supports the City's Strategic Goal #5 "A Vibrant Community".

Fiscal Impact: There is no budgetary impact. As this fee is a Broward County Impact Fee, the City will collect it as a pass-through fee and remit to Broward County monthly following receipt through the Building Permit Process. In addition, the total amount will be adjusted October 1 by the amount of change for the previous twelve (12) month period in the Implicit Price Deflator of the Gross National Product prepared by the United States Department of Commerce Bureau of Economic Analysis.



Maxine A. Calloway,
Director of Community Development

MAC/alg

Attachment: Temporary Ordinance No. 2316
Exhibit "A" – Tamarac Village Local Activity Center Boundary Map
TrafTech Engineering Inc. - Impact Fee Analysis

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2015 - ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 10 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LAND DEVELOPMENT REGULATIONS," ARTICLE V, ENTITLED "IMPROVEMENTS", BY ENACTING DIVISION 10, SECTION 10-311 ENTITLED "LOCAL ACTIVITY CENTER MITIGATION FEE PROGRAM", TO PROVIDE FOR ADOPTION OF A MITIGATION FEE PROGRAM ASSOCIATED WITH THE IMPACTS CONNECTED WITH DEVELOPMENT WITHIN THE AREA DESIGNATED AS THE LOCAL ACTIVITY CENTER ("LAC") BY THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 27, 2010, the City Commission of the City of Tamarac (the "City") adopted Ordinance numbers 2010-22 and 2010-23, amending its Comprehensive Plan to establish a Local Activity Center ("LAC") for the area that is designated as the City's Tamarac Village Local Activity Center, the geographic area depicted in the attached "Exhibit A", attached hereto, and incorporated herein (the "Property"); and

WHEREAS, the City made application to Broward County for a change to the Land Use Designation under the County Land Use Plan for the Property from 121.45 acres of Commercial, 6.67 acres of Community Facilities, 3.21 acres of Recreation and Open Space and 2.24 acres of Low (5) Residential to Local Activity Center (the "Land Use Amendment"); and

WHEREAS, as a part of the Broward County Planning Council staff review of the Land Use Amendment, adverse impacts were identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon; and

WHEREAS, as a condition of approval of the Land Use Amendment, the Broward County Planning Council and the Broward County Board of County Commissioners required the City to pay to the County a Transportation Mitigation Fee for the installation of improvements included as part of the County's Signalization Engineering Improvements ("SEI") capital program to mitigate the impacts to the Regional Transportation System; and

WHEREAS, on April 23, 2014, in satisfaction of this traffic mitigation condition, the City Commission adopted Resolution No. 2014-38, approving a Declaration of Restrictive Covenants, which committed the City to the payment of a transportation mitigation fee of Two Hundred and Twenty Eight Thousand Six Hundred and Sixty Six (\$228,666.00) Dollars for future development within the LAC; and

WHEREAS, the purpose of this Ordinance is to amend Chapter 10, Article V. Division 10 of the City's Land Development Regulations, included within the City's Code of Ordinances, in order to establish the fair share contribution payment schedule, which will be implemented for development generating additional trips within the LAC, after the effective date of this Ordinance; and

WHEREAS, the proposed fee schedule is based upon the available remaining development rights within the LAC, and will be assignable to and used toward traffic impacts of proposed development within the LAC, based upon additional P.M. peak hour trips that are generated by the development within the LAC; and

WHEREAS, for the purposes of this traffic mitigation program, the P.M. peak hour trips shall be based upon the Institute of Transportation Engineer's ("ITE") trip generation rates current as of the date of building permit application for the associated development, and will be utilized to determine the fair share contribution payment at the

time of building permit application for each individual project within the LAC; and

WHEREAS, the maximum total mitigation fee amount of \$228,666.00 is required to mitigate a maximum of 1,888 P.M. peak hour trips within the LAC; and

WHEREAS, the payment schedule that has been developed as part of the traffic impact mitigation program provides for a fee of \$121.12 for each P.M. peak hour trip, as the fair share contribution payment for traffic mitigation for projects within the LAC; and

WHEREAS, this amount shall be adjusted every October 1, starting October 1, 2014, by the amount of change reflected for the previous twelve (12) month period in the Implicit Price Deflator of the Gross National Product prepared by the United States Department of Commerce Bureau of Economic Analysis; and

WHEREAS, funds received by the City through the implementation of the LAC Transportation Mitigation Fee will be placed into a City account to be transferred as payment to the County in accordance with the approved Declaration of Restrictive Covenants; and

WHEREAS, the funds collected by the City at the time of building permits pursuant to this Ordinance shall be utilized by the County for the installation of improvements included as part of the County's Signalization Engineering Improvements ("SEI") capital program to be applied along Commercial Boulevard from Sawgrass Expressway to SR-7; McNab Road from Nob Hill Road to SR-7; Oakland Park Boulevard from Sawgrass Expressway to SR-7; Nob Hill Road from Oakland Park Boulevard to Atlantic Boulevard; Pine Island Road from Oakland Park Boulevard to Atlantic Boulevard and University Drive from Oakland Park Boulevard to Atlantic Boulevard, in the vicinity of the LAC, as determined by the County; and

WHEREAS, the Community Development Director has reviewed this Ordinance;
and

WHEREAS, a public notice was provided in accordance with Section 163.31801;
Florida Statutes; and

WHEREAS, a public hearing was held before the City Commission pursuant to
the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through
its police powers will protect the health, safety and welfare of the residents of the City,
serves a public and municipal purpose, and furthers the purpose, goals and objectives
and policies of the City's Comprehensive Plan.

**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; are all exhibits attached hereto are incorporated herein and made a specific part
of this Ordinance.

SECTION 2. That Chapter 10, Article V, Division 10, Section 10-311 of the City
of Tamarac Code of Ordinances, entitled "Local Activity Center Mitigation Fee
Program," is hereby enacted to read as follows:

DIVISION 10. LOCAL ACTIVITY CENTER MITIGATION FEE PROGRAM

Sec. 10-311 Local Activity Center Mitigation Fee Program.

(a) Impacts within the regional transportation system within the Local Activity Center (LAC) designation as contained within the City's Comprehensive Plan shall be mitigated through the LAC Transportation Mitigation Fee, based upon a fair share contribution payment schedule, for mitigation of transportation impacts associated with additional trips generated as a result of development within the LAC.

(b) The amount of a required LAC Transportation Mitigation Fee payment shall be determined by the number of additional P.M. trips generated by a proposed development at the time of building permit application. This amount shall be adjusted every October 1, starting October 1, 2014, by the amount of change reflected for the previous twelve (12) month period in the Implicit Price Deflator of the Gross National Product prepared by the United States Department of Commerce Bureau of Economic Analysis. The amount of the fee shall be calculated based on the LAC Transportation Mitigation Fee Schedule, which shall be adopted by Resolution of the City Commission.

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective ninety (90) days after adoption.

PASSED, FIRST READING this _____ day of _____, 2015.

PASSED, SECOND READING this _____ day of _____, 2015.

ATTEST: BY: _____
MAYOR HARRY DRESSLER

PATRICIA TUEFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading
MAYOR DRESSLER _____
DIST 1: V/M BUSHNELL _____
DIST 2: COMM. GOMEZ _____
DIST 3: COMM. GLASSER _____
DIST 4: COMM. PLACKO _____

I HEREBY CERTIFY that
I have approved this
ORDINANCE as to form:

RECORD OF COMMISSION VOTE: 2ND Reading

SAMUEL S. GOREN
CITY ATTORNEY

MAYOR DRESSLER _____
DIST 1: V/M BUSHNELL _____
DIST 2: COMM. GOMEZ _____
DIST 3: COMM. GLASSER _____
DIST 4: COMM. PLACKO _____

Local Activity Center Mitigation Fee Program

Tamarac Village – Local Activity Center

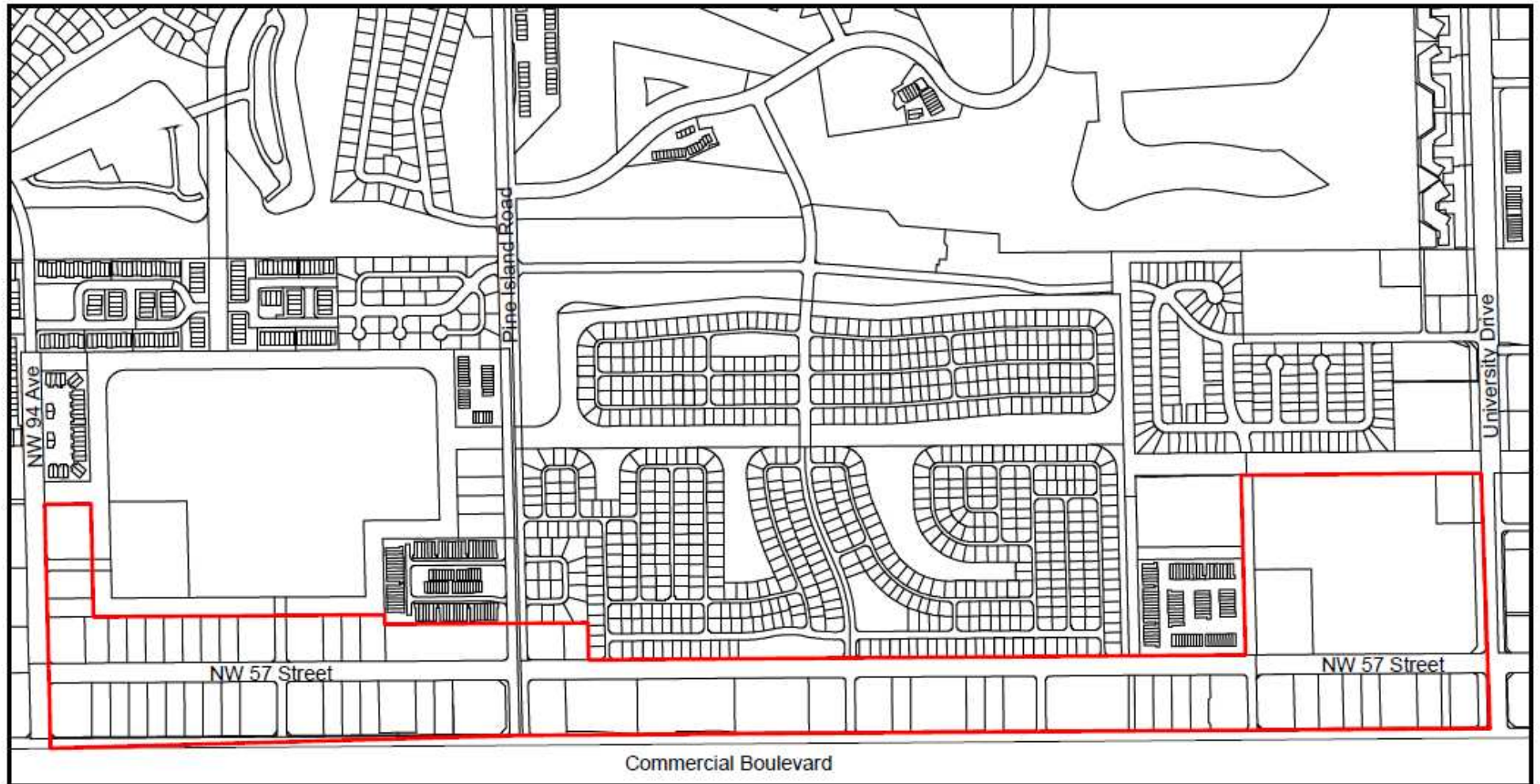
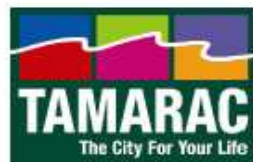


EXHIBIT "A"

Mitigation Fee Program:
Tamarac Village -
Local Activity Center



Maxine A. Calloway, Director
Community Development
7525 N.W. 88th Ave
Tamarac, FL 33321-2401
Telephone (954) 597-3530



Not To Scale

TO: Maxine A. Calloway, Esq., AICP
City of Tamarac

FROM: Karl B. Peterson, P.E.
Traf Tech Engineering

DATE: February 27, 2015

SUBJECT: Tamarac Village Local Activity Center (LAC)
Traffic Impact Fee Analysis

PROJECT BACKGROUND

The City of Tamarac has established the Tamarac Village Local Activity Center (LAC) along the north side of Commercial Boulevard between University Drive and NW 94th Avenue. This LAC will consist of residential units, commercial / retail space, community facilities, and recreation / open space. The creation of this LAC required a Land Use Plan Amendment (LUPA) which was addressed by the Broward County Planning Council in 2010.

Based upon the analysis performed by the County during the LUPA process (see Attachment A), it was determined that the previous land use designations for the subject area had the trip generation potential of 36,422 daily vehicle trips and 3,595 PM peak hour trips. The proposed (now current) land use designation for the subject area was documented by the County to have a trip generation potential of 43,853 daily vehicle trips and 4,273 PM peak hour trips. This information and the trip generation differential are presented in Table 1 below.

Table 1 Trip Generation Summary Tamarac Village Local Activity Center (LAC) - Tamarac, Florida		
Land Use Scenario	Potential Daily Vehicle Trips	Potential PM Peak Hour Vehicle Trips
<i>Previous Designations</i> - Residential / Commercial / Community / Recreation	36,422	3,595
<i>Current Designation</i> - Local Activity Center	43,853	4,273
Difference (Current - Previous)	7,431	678

Compiled by: Traf Tech Engineering, Inc. (February 2015).

As indicated in Table 1, this LUPA resulted in a potential trip generation increase of 7,431 daily vehicle trips and 678 PM peak hour vehicle trips. This increase in vehicle trips was found to be significant (i.e. greater than 3% of capacity) on several roadway segments along Commercial Boulevard that are projected to be over-capacity in 2035.

MITIGATION FEES

Given the level of impact and the projected over-capacity conditions along Commercial Boulevard, it was necessary to mitigate the projected roadway impacts. Various mitigation options were discussed with Broward County and it was agreed that participation in the County's expanding Advanced Traffic Management System (ATMS) was a viable option. Through several discussions, various analyses of the project impacts, and the costs associated with the ATMS program, it was agreed that the cost of mitigation for the traffic impacts of the Tamarac Village LAC would be \$228,666.00.

EXISTING DEVELOPMENT

Based upon data provided by the City's Community Development Department (see Attachment B), the existing development within the Tamarac Village LAC consists of the following:

- Commercial: 543,029 square feet
- Community Facilities: 142,975 square feet
- Recreation & Open Space: 5.57 Acres

In accordance with the trip generation rates and formulas presented in the Institute of Transportation Engineers (ITE) *Trip Generation Manual (8th Edition)*¹, the existing development within the LAC accounts for 24,397 daily vehicle trips and 2,385 PM peak hour vehicle trips.

IMPACT FEES

In order to calculate the applicable impact fees for the Tamarac Village LAC, the potential vehicle trips associated with the current land use designation (LAC) were compared with those of the existing development within the LAC area. The results of this analysis are presented in Table 2 below.

Table 2 Trip Generation Summary Tamarac Village Local Activity Center (LAC) - Tamarac, Florida		
Land Use Scenario	Daily Vehicle Trips	PM Peak Hour Vehicle Trips
Existing Development - Commercial / Community / Recreation	24,297	2,385
Current Designation - Local Activity Center	43,853	4,273
Difference (Current - Existing)	19,556	1,888

Compiled by: Traf Tech Engineering, Inc. (February 2015).

¹ The 8th Edition of the referenced ITE manual was utilized because this is the version that was applicable at the time of the initial LUPA submittal and at the time of the County's calculations for this project.

As indicated in Table 2, the subject area of the Tamarac Village LAC has a theoretical development potential to support an increase of 19,556 daily vehicle trips and 1,888 PM peak hour vehicle trips.

Given the mitigation fee of \$228,666.00 for the LUPA associated with the Tamarac Village LAC, the resulting impact fees are as follows:

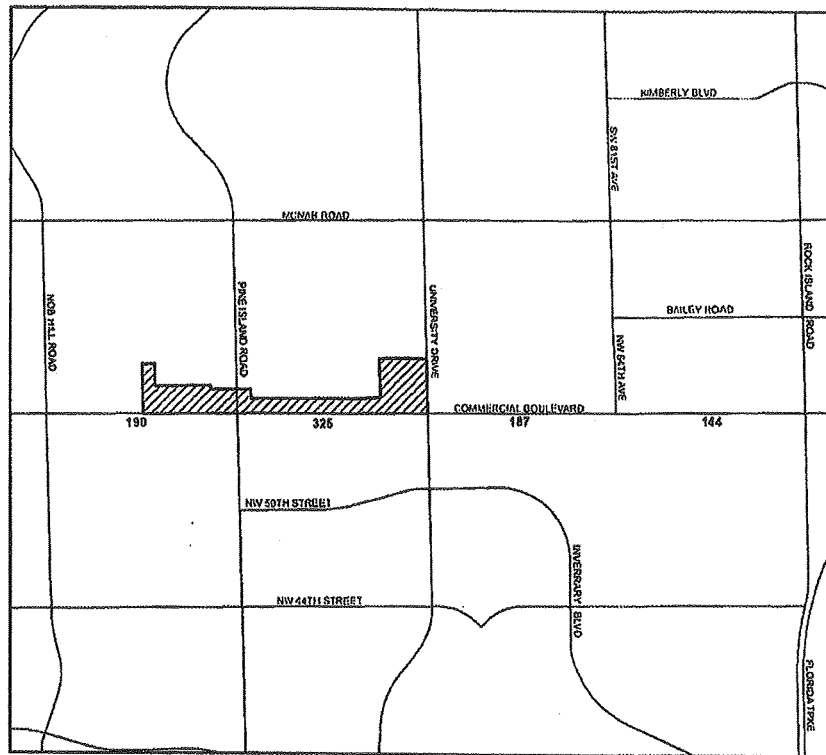
- Daily: $\$228,666 \div 19,556 \text{ daily trips} = \mathbf{\$11.70 / \text{daily trip}}$
- PM Peak Hour: $\$228,666 \div 1,888 \text{ PM peak hour trips} = \mathbf{\$121.12 / \text{PM peak hour trip}}$

ATTACHMENT A

Broward County Planning Council – Traffic Analysis

Attachment A

Broward County Planning Council – Traffic Analysis



DRAFT

Affected Trafficways Without the Proposed Amendment: Traffic 2035:

<u>Trafficway</u>	<u>Section</u>	<u>VOL</u>	<u>CAP</u>	<u>LOS</u>
1. Commercial Boulevard	Nobb Hill Road to Pine Island Road	4,798	4,680	F
2. Commercial Boulevard	Pine Island Road to University Drive	5,106	4,680	F
3. Commercial Boulevard	University Drive to Southwest 81 Avenue	5,924	4,680	F
4. Commercial Boulevard	Southwest 81 Avenue to Rock Island Road	5,562	4,680	F

Affected Trafficways With the Proposed Amendment: Traffic 2035:

<u>Trafficway</u>	<u>Section</u>	<u>VOL</u>	<u>CAP</u>	<u>LOS</u>
1. Commercial Boulevard	Nobb Hill Road to Pine Island Road	4,988	4,680	F
2. Commercial Boulevard	Pine Island Road to University Drive	5,431	4,680	F
3. Commercial Boulevard	University Drive to Southwest 81 Avenue	6,111	4,680	F
4. Commercial Boulevard	Southwest 81 Avenue to Rock Island Road	5,706	4,680	F

PLANNING COMMENTS

The proposed amendment is projected to increase traffic on the regional roadway network by approximately 678 p.m. peak hour trips at the long-term planning horizon. Distribution of the projected additional p.m. peak hour trips indicates an adverse impact to Commercial Boulevard. The proposed amendment would exacerbate impacts on four (4) affected roadway links which are projected to operate at an unacceptable level of service (LOS) "F," with or without the amendment.

ATTACHMENT 2
TRAFFIC ANALYSIS
PC 10-12

Prepared: February 23, 2010

INTRODUCTORY INFORMATION

Jurisdiction: Tamarac

Size: Approximately 133.57 acres

TRIPS ANALYSIS

Potential Trips - Current Land Use Designation

Current Designations: 121.45 acres of Commercial
6.67 acres of Community Facilities
3.21 acres of Recreation and Open Space
2.24 acres of Low (5) Residential

Potential Development: 1,214,500 square feet of commercial use
66,700 square feet of community facilities use
3.21 acres of recreation and open space use
11 single-family dwelling units

Trip Generation Rate: "ITE Equation (820) Shopping Center"*
"ITE Equation (733) Government Office Complex"
"ITE Equation (411) City Park"
"ITE Equation (210) Single-Family Detached Housing"

Total Trips: $34,419 + 1,862 + 5 + 136 = 36,422$ vehicles per day (vpd)

Potential Trips - Proposed Land Use Designation

Proposed Designation: Local Activity Center

Potential Development: 1,875 dwelling units consisting of:
875 mid-rise units
700 garden apartments
300 townhouse units
122.4 acres of commercial use
7.96 acres of community facilities use
3.21 acres (minimum) of recreation and open space use

Trip Generation Rate: "ITE Equation (223) Mid-Rise Apartment"
"ITE Equation (220) Apartment"
"ITE Equation (230) Residential Condominium/Townhouse"
"ITE Equation (820) Shopping Center"
"ITE Equation (733) Government Office Complex"
"ITE Equation (411) City Park"

Potential Trips - Proposed Land Use Designation (continued)

Total Trips: $3,993 + 4,060 + 1,556 + 32,172 + 2,067 + 5 = 43,853$ vpd**

Net Trips **+7,431 vpd**

PLANNING COMMENTS

The proposed amendment is projected to increase traffic on the regional roadway network by approximately 7,431 vehicle trips per day at the long-term planning horizon.

*Institute of Transportation Engineers (ITE) traffic generation equations from "Trip Generation - Eighth Edition," the professionally accepted methodology for estimating the number of vehicle trips likely to be generated by a particular land use.

**Reflects an internal capture rate of 7.0%, consistent with professionally accepted (ITE) guidelines for multi-use projects.

ATTACHMENT 2

TRAFFIC ANALYSIS PC 10-12

Prepared: February 23, 2010

INTRODUCTORY INFORMATION

Jurisdiction: Tamarac

Size: Approximately 133.57 acres

TRIPS ANALYSIS

Potential Trips - Current Land Use Designation

Current Designations: 121.45 acres of Commercial
6.67 acres of Community Facilities
3.21 acres of Recreation and Open Space
2.24 acres of Low (5) Residential

Potential Development: 1,214,500 square feet of commercial use
66,700 square feet of community facilities use
3.21 acres of recreation and open space use
11 single-family dwelling units

Trip Generation Rate: "ITE Equation (820) Shopping Center"*
"ITE Equation (733) Government Office Complex"
"ITE Equation (411) City Park"
"ITE Equation (210) Single-Family Detached Housing"

Total P.M. Peak Hour Trips: $3,389 + 190 + 1 + 15 = 3,595$ peak hour trips

Potential Trips - Proposed Land Use Designation

Proposed Designation: Local Activity Center

Potential Development: 1,875 dwelling units consisting of:
875 mid-rise units
700 garden apartments
300 townhouse units
122.4 acres of commercial use
7.96 acres of community facilities use
3.21 acres (minimum) of recreation and open space use

Potential Trips - Proposed Land Use Designation (continued)

Trip Generation Rate	"ITE Equation (223) Mid-Rise Apartment"
	"ITE Equation (220) Apartment"
	"ITE Equation (230) Residential Condominium/Townhouse"
	"ITE Equation (820) Shopping Center"
	"ITE Equation (733) Government Office Complex"
	"ITE Equation (411) City Park"

Total P.M. Peak Hour Trips: $380 + 374 + 138 + 3,169 + 211 + 1 = 4,273$ peak hour trips**

Net P.M. Peak Hour Trips **+ 678 peak hour trips**

PLANNING COMMENTS

The proposed amendment is projected to increase traffic on the regional roadway network by approximately 678 p.m. peak hour trips at the long-term planning horizon.

*Institute of Transportation Engineers (ITE) traffic generation equations from "Trip Generation - Eighth Edition," the professionally accepted methodology for estimating the number of vehicle trips likely to be generated by a particular land use.

** Reflects an internal capture rate of 7% consistent with the ITE guidelines.

Attachment B
ATMS – Unit Cost Estimates

Broward County Traffic Engineering Division

ATMS GENERALIZED COST-ESTIMATE PER MILE (Less DMS Signs)

Draft 5-7-10 S.Brunner

Miles Analyzed
4

Item Description	Average Qty per Mile	Unit	Total # Miles Analyzed	Total Quantity for All Miles Analyzed	Unit Cost	Extended Cost (Rounded to Single Dollars)
Two (2) - 2" PVC Conduit Installed by Directional Bore	6,072.00	LF	4	24,288	\$22.00	\$534,336.00
Fiber-Optic Pull Boxes	10.00	EA	4	40	\$1,200.00	\$48,000.00
96-Strand Fiber Optic Cable, armored casing	6,336.00	LF	4	25,344	\$5.50	\$139,392.00
Fiber-Optic Splicing (per each strand)	264.00	EA	4	1,056	\$45.00	\$47,520.00
Fiber-Optic Switch/Controller Cabinet Integration	4.00	EA	4	16	\$2,500.00	\$40,000.00
GCTV Camera installation, complete on ITS pole	1.00	EA	4	0	\$11,000.00	\$0.00
Arterial Dynamic Message Sign, complete w/structure	0.25	EA	4	0	\$120,000.00	\$0.00
Misc Concrete work	80.00	SY	4	320	\$20.00	\$6,400.00
Subtotal Construction Cost (Entire Segment - All Miles)						\$815,648.00
Subtotal Estimated Construction Cost per Mile						\$203,912.00
Subtotal Planning & Design Costs	18.00%					\$36,704.00
Subtotal CEI Costs	15.00%					\$30,587.00
TOTAL COST PER MILE						\$271,203.00

Broward County Traffic Engineering Division

ATMS GENERALIZED COST-ESTIMATE PER MILE (Less DMS Signs)

Draft 5-7-10 S.Brunner

Miles Analyzed
4

Item Description	Average Qty per Mile	Unit	Total # Miles Analyzed	Total Quantity for All Miles Analyzed	Unit Cost	Extended Cost (Rounded to Single Dollars)
Two (2) - 2" PVC Conduit Installed by Directional Bore	6,072.00	LF	4	24,288	\$22.00	\$534,336.00
Fiber-Optic Pull Boxes	10.00	EA	4	40	\$1,200.00	\$48,000.00
96-Strand Fiber Optic Cable, armored casing	6,336.00	LF	4	25,344	\$5.50	\$139,392.00
Fiber-Optic Splicing (per each strand)	264.00	EA	4	1,056	\$45.00	\$47,520.00
Fiber-Optic Switch/Controller Cabinet Integration	4.00	EA	4	16	\$2,500.00	\$40,000.00
CCTV Camera installation, complete on ITS pole	1.00	EA	4	4	\$11,000.00	\$44,000.00
Arterial Dynamic Message Sign, complete w/structure	0.25	EA	4	0	\$120,000.00	\$0.00
Misc Concrete work	80.00	SY	4	320	\$20.00	\$6,400.00
Subtotal Construction Cost (Entire Segment - All Miles)						\$859,648.00
Subtotal Estimated Construction Cost per Mile						\$214,912.00
Subtotal Planning & Design Costs	18.00%					\$38,684.00
Subtotal CEI Costs	15.00%					\$32,237.00
TOTAL COST PER MILE						\$285,833.00

Broward County Traffic Engineering Division

ATMS GENERALIZED COST-ESTIMATE PER MILE

Draft 5-7-10 S.Brunner

Miles Analyzed
4

Item Description	Average Qty per Mile	Unit	Total # Miles Analyzed	Total Quantity for All Miles Analyzed	Unit Cost	Extended Cost (Rounded to Single Dollars)
Two (2) - 2" PVC Conduit Installed by Directional Bore	6,072.00	LF	4	24,288	\$22.00	\$534,336.00
Fiber-Optic Pull Boxes	10.00	EA	4	40	\$1,200.00	\$48,000.00
96-Strand Fiber Optic Cable, armored casing	6,336.00	LF	4	25,344	\$5.50	\$139,392.00
Fiber-Optic Splicing (per each strand)	264.00	EA	4	1,056	\$45.00	\$47,520.00
Fiber-Optic Switch/Controller Cabinet Integration	4.00	EA	4	16	\$2,500.00	\$40,000.00
CCTV Camera installation, complete on ITS pole	1.00	EA	4	4	\$11,000.00	\$44,000.00
Arterial Dynamic Message Sign, complete w/structure	0.25	EA	4	1	\$120,000.00	\$120,000.00
Misc Concrete work	80.00	SY	4	320	\$20.00	\$6,400.00
Subtotal Construction Cost (Entire Segment - All Miles)						\$979,648.00
Subtotal Estimated Construction Cost per Mile						\$244,912.00
Subtotal Planning & Design Costs	18.00%					\$44,084.00
Subtotal CEI Costs	15.00%					\$36,737.00
TOTAL COST PER MILE						\$325,733.00

ATTACHMENT B

Existing Development within the LAC

LAC Development (133.57 Acres)- East to West	Acres	Bldg SF*	Land Use
Midway Plaza- 5701 N University Drive	29.15	239,638	Commercial
Post Office- 7575 NW 57 Street	3.95	20,803	Community Facilities
McDonalds- 7600 NW 57 Street	2.77	5,204	Commercial
Taco Bell- 7625 W Commercial Boulevard	1.24	2,568	Commercial
Salvation Army- 7707 W Commercial Boulevard	1.86	12,755	Commercial
Interaction Realty- 7801 W Commercial Boulevard	0.94	6,624	Commercial
Vacant Parcel (1)- No Address	0.94	0	Vacant
Lighting Dynamics- 7835 W Commercial Boulevard	1.23	10,994	Commercial
Medical Associates- 7875 W Commercial Boulevard	1.24	6,069	Commercial
Suntrust Bank- 7879 W Commercial Boulevard	2.10	4,110	Commercial
7-Eleven- 7901 W Commercial Boulevard	2.15	5,026	Commercial
Cheddar's Restaurant- 7951 W Commercial Boulevard	4.08	9,101	Commercial
InTown Suites- 8191 W Commercial Boulevard	4.39	43,433	Commercial
Bedding Barn- 8201 W Commercial Boulevard	1.91	11,789	Commercial
Vacant Parcels (2)- No Address	1.88	0	Vacant
Comfort Suites- 8301 W Commercial Boulevard	3.74	69,999	Commercial
Commercial Square- 8400 NW 57 Street	2.11	14,040	Commercial
State Farm Plaza- 5604 NW 84 Terrace	2.10	7,874	Commercial
Tamarac Community Center- 8601 W Commercial Boulevard	8.64	32,710	Community Facilities
Broward County Library- 8701 W Commercial Boulevard	3.60	30,902	Community Facilities
Reclamation Parcel- 5650 NW 88 Avenue	2.36	0	Recreation and Open Space
Casa Linda- 8741 NW 57 Street	2.22	16,967	Commercial
Cinnamon Tree Plaza- 5701 NW 88 Avenue	4.14	47,285	Commercial
Active Senior Residence- 9057 NW 57 Street	2.74	24,274	Community Facilities
Vacant Parcel (Flag Pole Tower)- 9099 NW 57 Street	1.86	0	Vacant
Walgreens- 8801 W Commercial Boulevard	3.33	15,593	Commercial
Vacant Parcels (2)- 8851 & 8871 W Commercial Boulevard	1.88	0	Vacant
Wendy's- 8901 W Commercial Boulevard	1.85	3,256	Commercial
Vacant Parcels (3)- No Address	4.88	0	Vacant
Vacant Parcels (9)- 9141 W Commercial Boulevard	9.55	0	Vacant
First East Side Savings Bank- 9399 W Commercial Boulevard	2.62	10,704	Commercial
Vacant Parcels (6)- 9115 NW 57 Street	6.97	0	Vacant
International Buddhist Temple- 9341 W Commercial Boulevard	1.89	6,888	Community Facilities
Tamarac Jewish Center- 5700 NW 94 Avenue	4.05	27,398	Community Facilities
Swim Central Park Addition- 5800 NW 94 Avenue	3.21	0	Recreation and Open Space
Totals	133.57	686,004	Local Activity Center (LAC)

Commercial	Community Facilities	Recreation & Open Space
239,638	20,803	
5,204		
2,568		
12,755		
6,624		
10,994		
6,069		
4,110		
5,026		
9,101		
43,433		
11,789		
69,999		
14,040		
7,874		
	32,710	
	30,902	
		2.36
16,967		
47,285		
	24,274	
15,593		
3,256		
10,704		
	6,888	
	27,398	
		3.21
543,029	142,975	5.57



*Obtained from Broward County Property Appraiser- Adjusted Building Square Footage



Title - TO2318 - Ordinance Establishing Hotels/S-1 Zoning District

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida **on first reading** amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "S-1 Recreational District" by specifically amending Section 24-308 entitled "Permitted Uses", amending Section 24-309 entitled "Prohibited Uses", amending Section 24-313 entitled "Yards, Setback Areas, Open Spaces, etc." To allow hotels as an ancillary use to a private or public country club permissible through Special Exception in the S-1 Recreational Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TO2318 - Memo	3/23/2015	Cover Memo
 TO2318 -Ordinance	3/23/2015	Ordinance

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT**

**TO: Michael Cernech,
City Manager**

DATE: March 25, 2015

**FROM: Maxine Calloway
Community Development Director**

**RE: Amendment to Zoning Code to
Permit Hotel Use in S-1
(Recreational District) as an
Ancillary Use to a Public or
Private Country Club Through
Special Exception Approval**

Temp. Ordinance No. 2318

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to Chapter 24, Article III, and Division 13 of the City's Code of Ordinances, entitled "S-1 Recreational District", at its April 8, 2015 meeting and on Second Reading at its April 22, 2015 meeting.

Issue: To provide for consistency between the City's Comprehensive Plan and the Land Development Regulations by allowing hotels as an ancillary use in the S-1 Recreational Zoning District.

Background: The City's Comprehensive Plan allows hotels as an ancillary use in the Commercial Recreation Land Use. This land use category is applied throughout the City as the designation for golf course properties. The proposed text amendment would allow hotels, through a Special Exception approved by the City Commission, as an ancillary only use on properties that have a golf course and associated country club as the primary use.

Currently, the City has three (3) large golf courses (Woodmont, Woodlands and Colony West) all containing a clubhouse facility to support the golfing activities. In common, they have the same zoning designation of S-1 (Recreational District) and a land use of Commercial Recreation. None of these properties has a hotel as an ancillary use associated with the clubhouse facility as allowed by the City's Comprehensive Plan under the current land use designation.

Analysis: The following summarizes the proposed change in the Legislative Draft Ordinance (attached):

Sec. 24-308, entitled "Permitted uses" is being amended to add hotel as an ancillary use to a private or public country club, subject to Special Exception approval of the City Commission. This section further adds additional special regulations specific to the hotel use as further outlined below to ensure the construction of quality brand hotels on the golf course properties.

- All guest rooms shall be accessed from the interior of the structure.
- Guest rooms within the hotel shall not be under separate ownership and shall not be assigned by lease agreement or similar instrument.
- There shall be not more than one (1) hotel to serve each golf course community in which the hotel is located.
- A hotel shall, at a minimum, have a central switch board; provide daily room cleaning service; have a regular staff concierge service; porter service and valet parking.
- The hotel structure shall provide elevator service to all floors above grade.

Sec. 24-313 entitled "Yards, Setback Areas, Open spaces, etc." is being amended to provide additional standards as further outlined below to ensure high quality developments.

- Surface parking shall be no closer than twenty (20) feet to residentially zoned land
- Dumpsters servicing a structure shall be a minimum of one hundred and fifty (150) feet from any residentially zoned property and shall be fully enclosed and located on the site so that they are not visible from any residentially zoned property.
- Loading and service facilities shall be screened so as not to be visible from abutting residential uses or vacant residential zoned property.
- All rooftop mechanical equipment, stair, and elevator towers shall be designed as an integral part of any building volume and/or adequately screened so that they are not visible from abutting residential uses or vacant residentially zoned property.

In addition, the purpose of the S-1 zoning district is intended to allow outdoor and indoor recreational activities that are supported by a variety of accessory uses. Section 24-307 entitled "Purposes and Characteristics" states that activities provided in an S-1 zoning district are primarily conducted in the open air (golfing, tennis or swimming facilities) while related accessory structures may be in the open air or in a building or structure. The addition of hotel use approved through Special Exception as an ancillary use associated with a private or public clubhouse only, is consistent with the City's Comprehensive Plan. More specifically, Policy 1.2a of the Comprehensive Plan supports the use of hotels as described above in the Commercial Recreation land use designation.

The above criteria supports Policy 1.5 of the Comprehensive Plan by promoting "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.

City Manager
Temp. Ord. No. 2318
March 25, 2015

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to the City's Code of Ordinances. The proposed code amendment is consistent with City of Tamarac Comprehensive Plan Future Land Use Element Policy 1.2a, to allow a hotel as an ancillary use to a private or public clubhouse located within a golf course facility only and Policy 1.5 by promoting "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. In addition, the proposed code amendment also supports the City's Strategic Goal #5 "A Vibrant Community" by revitalizing our community with future development and redevelopment and their effect on the community.

Fiscal Impact: There will be no direct budgetary impact.



Maxine A. Calloway,
Director of Community Development

MAC/FLZ/alg

Attachment: Temporary Ordinance No. 2318 / Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2015 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 24 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ZONING" BY AMENDING ARTICLE III, DIVISION 13 ENTITLED "S-1 RECREATIONAL DISTRICT" BY SPECIFICALLY AMENDING SECTION 24-308 ENTITLED "PERMITTED USES", AMENDING SECTION 24-309 ENTITLED "PROHIBITED USES", AMENDING SECTION 24-313 ENTITLED "YARDS, SETBACK AREAS, OPEN SPACES, ETC." TO PERMIT HOTELS AS AN ANCILLARY USE TO A PRIVATE OR PUBLIC COUNTRY CLUB SUBJECT TO THE ISSUANCE OF A SPECIAL EXCEPTION IN THE S-1 RECREATIONAL ZONING DISTRICT IN CONFORMITY WITH THE CITY OF TAMARAC COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") seeks to amend its land development regulations in order to permit hotels in the S-1 Recreational Zoning District as an ancillary use to a public or private country club subject to the issuance of a special exception approved by the City Commission; and

WHEREAS, Policy 1.2(a) of the Future Land Use Element of the City's Comprehensive Plan allows hotels as an ancillary use in the corresponding Commercial Recreation Land Use designation; and

WHEREAS, the City recognizes that the uses enumerated in S-1 zoning district under Section 24-308 of the City Code are not consistent with the allowed uses in the corresponding Recreation Land Use designation of the City of Tamarac Comprehensive Plan; and

WHEREAS, the City Commission finds that amending the City's Code of Ordinances to permit hotels in the S-1 Recreational Zoning District as an ancillary use to a public or private country club subject to a special exception approved by the City Commission is consistent with the goals, objectives and policies of the City's Comprehensive Plan; and,

WHEREAS, the amendments to the City's Code of Ordinances contained in this Ordinance serve the best interests of the health, safety, and welfare of the residents and business 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. That Chapter 24, Article III, Division 13, Section 24-308 entitled "Permitted Uses" of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-308. - Permitted uses.

In S-1 districts, no building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than one (1) or more of the following specified uses:

- (1) Public or private country club. A hotel or a dining room, bar and grill and snack bar may be operated as an ancillary use to at a public or private country club through special exception approval of the city commission. Such special exception approval shall be consistent with the provisions governing special exceptions as set out in section 24-548 of this Code and ~~consistent with the regulations concerning restaurants in section 24-434. No external advertising of the dining room, bar and grill and snack bar shall be permitted.~~ The following general regulations shall apply to the hotel use:
- a. All guest rooms shall be accessed from the interior of the structure.
 - b. Guest rooms within the hotel shall not be under separate ownership and shall not be assigned by lease agreement or similar instrument.
 - c. There shall be not more than one (1) hotel to serve each golf course community in which the hotel is located.
 - d. A hotel shall, at a minimum, have a central switch board; provide daily room cleaning service; have a regular staff concierge service; porter service and valet parking.
 - e. The hotel structure shall provide elevator service to all floors above grade.
- (2) Golf course.
- (3) Shuffleboard court.
- (4) Swimming pool.
- (5) Tennis courts.
- (6) Neighborhood or community club operated by nonprofit or Public Corporation.
- (7) Public parks and open spaces.
- (8) Public and private elementary, middle or high schools on properties greater than 6.5 acres in size with a land use designation of "Recreation", subject to the special exception procedures set forth in chapter 24, article IV of the City's Code of Ordinances. Private schools shall offer curricula substantially equivalent to public schools of comparable grades and shall meet the academic requirements of the state department of education.

The operation of any recreation area shall, regardless of anything else in this chapter, be subject to the reasonable control and direction of the city and the city commission as regulatory authorities.

SECTION 3. That Chapter 24, Article III, Division 13, Section 24-309 entitled "Prohibited Uses" of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-309. - Prohibited uses.

The permissible uses enumerated in section 24-308 shall not be construed to include, either as a principal or accessory use, any of the following:

- (1) Any business or commercial use not permitted as a principal or ancillary use;
- (2) Any industrial or manufacturing use;
- (3) Drive-in theater, drive-in restaurant or drive-in refreshment stand.

SECTION 4. That Chapter 24, Article III, Division 13, Section 24-313 entitled "Yards, setback areas, open spaces, etc." of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-313. - Yards, setback areas, open spaces, etc.

- (a) No surface parking area in an S-1 district shall be located within ~~ten (10)~~ twenty (20) feet of any residentially zoned property. No parking structure shall be located within one hundred (100) feet from any abutting property zoned residential.
- (b) No building or roofed portion of any structure shall be located within twenty-five (25) feet of any plot line.
- (c) No required open space, yard or setback area shall be used or developed for any purpose other than by landscaping and by the minimum amount of walkways or driveways reasonably necessary to serve the permitted S-1 uses.
- (d) Dumpsters servicing a structure shall be a minimum of one hundred and fifty (150) feet from any residentially zoned property and shall be fully enclosed and located on the site so that they are not visible from any residentially zoned property.
- (e) Loading and service facilities shall be screened so as not to be visible from abutting residential uses or vacant residential zoned property.
- (f) All rooftop mechanical equipment, stair, and elevator towers shall be designed as an integral part of any building volume and/or adequately screened so that they are not visible from abutting residential uses or vacant residentially zoned property.

SECTION 5 Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 6. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 7. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 8. Effective Date. This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this ____ day of _____, 2015.

PASSED, SECOND READING this ____ day of _____, 2015.

ATTEST: BY: _____
MAYOR HARRY DRESSLER

PATRICIA TUEFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading
MAYOR DRESSLER _____
DIST 1: V/M BUSHNELL _____
DIST 2: COMM. GOMEZ _____
DIST 3: COMM. GLASSER _____
DIST 4: COMM. PLACKO _____

I HEREBY CERTIFY that
I have approved this
ORDINANCE as to form:

RECORD OF COMMISSION VOTE: 2ND Reading

SAMUEL S. GOREN
CITY ATTORNEY



MAYOR DRESSLER _____
DIST 1: V/M BUSHNELL _____
DIST 2: COMM. GOMEZ _____
DIST 3: COMM. GLASSER _____
DIST 4: COMM. PLACKO _____



Title - TO2320 - Ordinance Re-establishing Hotels in Business District

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida **on first reading** amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 19 entitled "Business and Commercial Uses Master List" by specifically amending Section 24-434 entitled "Permitted Uses Master List", to re-establish hotels as a permitted use in the B-2 Community Business and B-3 General Business zoning districts in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TO2320: Memo	3/25/2015	Cover Memo
 TO2320: Ordinance	3/25/2015	Ordinance

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT**

**TO: Michael Cernech,
City Manager**

DATE: March 25, 2015

**FROM: Maxine Calloway,
Director of Community
Development**

**RE: Amendment to Zoning Code to
Permit Hotel Use in B-2 (Planned
Community Business District)
and B-3 (General Business
District)**

Temp. Ordinance No. 2320

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to Chapter 24, Article III of the City's Code of Ordinances, entitled "Permitted Uses Master List", at its April 8, 2015 meeting and on Second Reading at its April 22, 2015 meeting.

Issue: To correct an error made in 2005 when the City inadvertently deleted hotels from the Master Use List when wholesale revisions were made to Chapter 24 of the Code of Ordinances.

Background: The City amended Section 24-434 entitled "Permitted Uses Master List" with Ordinance number O-2005-13 in July of 2005. This amendment was a major overhaul of the City's existing "Use List" which made many additions, deletions and modifications to allowable commercial uses throughout the City. In addition, this amendment added the MXD (Mixed Use District) to this chart. Throughout this amendment process, staff inadvertently omitted the use of hotels entirely from within this chart, thus unintentionally creating a process that would require an applicant to establish the use of a hotel at a specific location only through Special Exception.

Prior to the 2005 Code Amendment, Hotels were allowed in both the B-2 and B-3 zoning districts by right. There is no evidence that this use was purposely eliminated from the "Use" chart. This amendment will reverse that omission by adding the use of Hotel as a by right use in both of these commercial zoning districts. Additionally, this amendment will facilitate the consistency of the Code with the goals, policies and objectives of the City's 2007 Comprehensive Plan.

Analysis: The following summarizes the proposed change in the Legislative Draft Ordinance (attached):

Sec. 24-434 entitled "Permitted use master list" is being amended to include hotel as an enumerated use in the list and to further allow the use as permitted by right in the B-2 and the B-3 zoning district consistent with the Comprehensive Plan and the previous Master Use List prior to its 2005 amendment.

City Manager
Temp. Ord. No. 2320
March 25, 2015

The purpose of the B-2 (Planned Community Business) and B-3 (General Business) zoning districts encourages uses that are intensive commercial facilities and uses that serve a larger section of the community and metropolitan area that are located on at least one major arterial roadway. Additionally, The City's existing hotels were all originally approved in either a B-2 or B-3 zoning district.

Finally, Policy 10.8 of the Comprehensive Plan requires commercial land uses to be located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas which is achieved with the placement of hotels in the B-2 and B-3 zoning districts.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to the City's Code of Ordinances. The proposed code amendment is consistent with City of Tamarac Comprehensive Plan Future Land Use Element Policy 10.8 by ensuring that commercial land uses are located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas. In addition, the proposed code amendment also supports the City's Strategic Goal #5 "A Vibrant Community" by revitalizing our community with future commercial development and redevelopment and their effect on the community.

Fiscal Impact: There will be no direct budgetary impact.



Maxine A. Calloway,
Director of Community Development

MAC/FLZ/alg

Attachment: Temporary Ordinance No. 2320 / Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2015 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 24 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ZONING" BY AMENDING ARTICLE III, DIVISION 19 ENTITLED "BUSINESS AND COMMERCIAL USES MASTER LIST" BY SPECIFICALLY AMENDING SECTION 24-434 ENTITLED "PERMITTED USES MASTER LIST", TO RE-ESTABLISH HOTELS AS A PERMITTED USE IN THE B-2 COMMUNITY BUSINESS AND B-3 GENERAL BUSINESS ZONING DISTRICTS IN CONFORMITY WITH THE CITY OF TAMARAC COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") seeks to amend its regulations to re-establish hotels as an enumerated use in the City's Permitted Uses Master List, and specifically as a permitted use in the B-2 "Community Business," and B-3 "General Business" Zoning Districts; and

WHEREAS, prior to July 13, 2005, a hotel use was enumerated in the City's Permitted Uses Master List, and was a permitted use in the B-2 "Community Business," and B-3 "General Business" zoning districts; and

WHEREAS, on July 13, 2005, the City Commission adopted Ordinance 2005-13, repealing the existing Business and Commercial Uses Master List which included the hotel use, and established a new Business and Commercial Uses Master List which inadvertently excluded hotels as a listed use; and

WHEREAS, the intent of the proposed amendment to the new Business and Commercial Use Master List in 2005 was not to exclude hotels as a listed use; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

WHEREAS, Policy 1.2(a) of the Future Land Use Element of the City's Comprehensive Plan allows hotels as a use in the corresponding Commercial Land Use designation; and

WHEREAS, the City recognizes that the exclusion of hotels as an enumerated use in the City's Business and Commercial Uses Master List, and specifically as a permitted use in the B-2 and B-3 zoning districts under Section 24-434 of the City's Code of Ordinances was done in error, and is not consistent with the allowed uses in the corresponding Commercial Land Use designation of the City's Comprehensive Plan; and

WHEREAS, the City Commission finds that correcting the error by amending the code to re-establish hotels as an enumerated use in the Business and Commercial Uses Master List and specifically permitted by right in the B-2 and B-3 zoning districts is consistent with the goals, objectives and policies of the Comprehensive Plan of the City of Tamarac; and

WHEREAS, the City Commission finds that the re-establishment of the hotel use in the B-2 and B-3 zoning districts, serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the citizens and businesses of the City of Tamarac.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 24, Article III, Division 19, Section 24-434 entitled "Permitted uses master list" of the City of Tamarac Code of Ordinances is hereby amended as follows:

Sec. 24-434. Permitted uses master list.

- (a) "P" indicates that the use is allowable by right, subject to the standards of the Code of Ordinances;
- (b) "SE" indicates that the use is a special exception ("SE") that may be allowed in the district; and
- (c) A "blank space" indicates that the use is prohibited.

Notes: P = Permitted Use; SE = Special Exception; Blank = Prohibited						
CATEGORY/USE	B-1 Neighborhood Business	B-2 Community Business	B-3 General Business	B-5 Limited Business	B-6 Business	MXD Mixed Use
<i>Residential</i>						
Dwelling, single family						
Dwelling, multifamily						P
Dwelling, two- family						
Rowhouse						P
Townhouse						P
Mobile home park						

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Residence hall or dormitory		P	P			
Community residential home, type I (6 or less residents)	P	P	P	P	P	
Community residential home, type II (7—14)	P	P	P	P	P	
Assisted living facility (1 or more residents)	P	P	P	P	P	
<i>Retail and commercial</i>						
Adult entertainment			SE			
Antique shop	P	P	P	P	P	P
Appliance and electronics store, service and installation	P	P	P			
Auto repair, general			SE			
Automobile dealership			SE			
Auto rental,		SE	SE			
Auto service station and minor repairs		SE	SE			

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Auto tire sales and installation		SE	SE			
Bakery	P	P	P	P	P	P
Barber/beauty supplies and equipment sales	P	P	P	P	P	P
Bicycle sales and repair	P	P	P	P	P	
Boat and marine sales						
Bookstore	P	P	P	P	P	P
Car wash/auto detailing			SE			
Clothing and accessory store	P	P	P	P	P	P
Consignment shop		P	P			
Convenience store w/gas sales		SE	SE			
Department store		P	P			P
Discount department store		P	P			
Drugstore or pharmacy, general	P	P	P	P	P	P
Farm equipment and sales						
Feedstore						

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Floral or florist shop	P	P	P	P	P	P
Fruit and vegetable market	P	P	P			P
Gift and card shop	P	P	P	P	P	P
Grocery store, retail	P	P	P	P	P	P
Hardware, paint, glass, wallpaper and floor covering store	P	P	P			P
Hobby, fabric, and craft shop	P	P	P			P
<u>Hotels</u>		<u>P</u>	<u>P</u>			
Jewelry store, including repair of jewelry and clocks	P	P	P			P
Landscape, nursery, and garden supplies		SE	P			
Lawn mower sales and repair	P	P	P			
Lumber yard and building materials						
Machinery, tools, and construction equipment sales and service						

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this ____ day of _____, 2015.

PASSED, SECOND READING this ____ day of _____, 2015.

ATTEST:

BY: _____
MAYOR HARRY DRESSLER

PATRICIA TUEFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading
MAYOR DRESSLER _____
DIST 1: V/M BUSHNELL _____
DIST 2: COMM. GOMEZ _____
DIST 3: COMM. GLASSER _____
DIST 4: COMM. PLACKO _____

I HEREBY CERTIFY that
I have approved this
ORDINANCE as to form:

RECORD OF COMMISSION VOTE: 2ND Reading

SAMUEL S. GOREN
CITY ATTORNEY

MAYOR DRESSLER _____
DIST 1: V/M BUSHNELL _____
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