CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, March 8, 2023
7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:
Vice Mayor Marlon Bolton

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a 2022 City Highlights Video Presentation

2.b 2023 State of the City Address by Mayor Michelle J. Gomez

2.c Presentation of the certificates to the 2nd Semi-Annual Neighborhood Beautification Program Winners:

7450 W McNab Rd	**Commercial**		**THLB LLC (Dunkin Donuts)**
5614 NW 49 WAY	**Residential**	**District 1**	**Patricia Baxter**
8413 NW 58 PL	**Residential**	**District 2**	**Daphne Lyew & Lynette Lee**
9411 NW 72 CT	**Residential**	**District 3**	**Eduardo Cruz & Leydy Rodriquez Mora**
7360 NW 83 AVE	**Residential**	**District 4**	**Christopher A. Rozefort**

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

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

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

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

4.a Approval January 23, 2023 City Commission Workshop Minutes.

4.b Approval January 25,2023 Regular City Commission Meeting Minutes

4.c Approval February 8,2023 Regular City Commission Meeting Minutes.

4.d TR13888 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid 23-16B to vCloud Tech Inc., and approving the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5. REGULAR AGENDA

5.a TR13895 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate city officials to execute an interlocal agreement between Broward County and the City of Tamarac providing for hearings by the Broward County Minimum Housing/Unsafe Structures Board at a rate of eighty-eight and 45/100 dollars ($88.45) per hour for the code enforcement officer and thirty-seven and 70/100 dollars ($37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of five hundred and 00/100 ($500.00) without written authorization from City. All costs shall be properly documented, and such documentation provided to City with the monthly invoices; for a period through September 30, 2027; providing for conflicts; providing for severability; and providing for an effective date.

5.b TR13907 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to submit a Grant application for the Recreational Trails Program to the Florida Department of Environmental Protection for the Sports Complex Multi-Purpose pathway Replacement Project in the amount of $320,000.00; providing for a match in local funds of $80,000.00 in the event of approval of the grant application; providing for acceptance of the award and execution of necessary documents pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

6. ORDINANCE(S) - FIRST READING

6.a TO2519 - An Ordinance of the City of Tamarac, Florida; Granting to Peoples Gas System, Inc., A Non-Exclusive Natural Gas Franchise Agreement to Use the Public Rights of Way of the City of Tamarac, Florida, And Prescribing the Terms and Conditions Under Which Said Franchise May Be Exercised; Making Findings; Providing for Conflicts; Providing for Scrivener Errors; Providing for Severability; And Providing for An Effective Date.

6.b TO2526 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code" by amending Article 2 entitled "Zoning Districts", by specifically amending Section 10-2.5, entitled "Planned Development District", to remove density cap limits from the planned development zoning district designation and creating Section 10-2.5(C) to establish Local Activity Center Disbursement Guidelines to allow for the disbursement of residential units from the available units within the Local Activity Center in accordance with the city's comprehensive plan ; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

7. PUBLIC HEARING(S)

8. ORDINANCE(S) - SECOND READING

8.a TO2487 - An Ordinance of the City Commission of the City of Tamarac, Florida, repealing certain business tax classifications and rates and replacing with current classifications and new rate structures that do not result in an increase in local business taxes for taxpayers in accordance with Florida Statutes 205.0535(5), by amending Chapter 12 of the City of Tamarac Code of Ordinances, entitled "Licenses and Business Regulations", to update the title to "Business Tax Receipt Regulations"; modifying classification tables to allow for reorganization of uses and classifications to be consistent with Chapter 10, of the Land Development Code, of the City of Tamarac Code of Ordinances; removing certain licensing requirements on certain occupations in accordance with Florida Statutes 163.211; repealing in its entirety adult entertainment businesses provision contained in Article III; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

9. QUASI-JUDICIAL HEARING(S)

10. OTHER

10.a Discussion and possible Motion(s) related to retroactive salary adjustments (cost of living adjustment and/or lump sum payments of 3% and merit/performance award of up to 2%) for City Manager Gunn.**
Requested by Mayor Michelle J. Gomez

10.b Colony West Art Selection - Presentation

- **Presented by George Gadson - Public Art Administrator**

10.c 2023 Inspiration Way Art Exhibit Selections - Presentation

- **Presented by George Gadson - Public Art Administrator**

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

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

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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	2022 City Highlights Video Presentation

ATTACHMENTS:

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	2023 State of the City Address by Mayor Michelle J. Gomez

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 8, 2023

SUBMITTED BY: Monica Barros

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Presentation of the certificates to the 2nd Semi-Annual Neighborhood Beautification Program Winners:

7450 W McNab Rd (Dunkin Donuts)	Commercial		THLB LLC
5614 NW 49 WAY	Residential	District 1	Patricia Baxter
8413 NW 58 PL	Residential	District 2	Daphne Lyew & Lynette Lee
9411 NW 72 CT	Residential	District 3	Eduardo Cruz & Leydy Rodriquez Mora
7360 NW 83 AVE	Residential	District 4	Christopher A. Rozefort

ATTACHMENTS:
Winners - 2022 2nd Semi-Annual Neighborhood Beautification Program.pdf

Below are the 2nd Semi-Annual Winners - winners will be recognized at the Commission Meeting on Wednesday, March 8, 2023, @ 7 PM.

Address	Property Type	District	Property Owner
7450 W McNab Rd	Commercial		THLB LLC (DUNKIN DONUTS)
5614 NW 49 WAY	Residential	1	PATRICIA BAXTER
8413 NW 58 PL	Residential	2	DAPHNE LYEW & LYNETTE LEE
9411 NW 72 CT	Residential	3	EDUARDO CRUZ & LEYDY RODRIGUEZ MORA
7360 NW 83 AVE	Residential	4	CHRISTOPHER A ROZEFORT

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval January 23, 2023 City Commission Workshop Minutes.

ATTACHMENTS:
012323 Tamarac-CC Workshop Draft Minutes.pdf

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CITY COMMISSION WORKSHOP MINUTES
MONDAY, JANUARY 23, 2023
10:00 AM
COMMISSION CHAMBERS

CALL TO ORDER:

Mayor Michelle J. Gomez called the Monday, January 23, 2023, City Commission Workshop, being held in the City Commission Chambers, to order at 10:32 a.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Commissioner Marlon D. Bolton, Commissioner Morey Wright Jr.,. Commissioner Elvin Villalobos and Commissioner Kicia Daniel, joined at 10:02 am.

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

PLEDGE OF ALLEGIANCE

Commissioner Morey Wright Jr. led the Pledge of Allegiance.

1. Affordable Housing Strategies Update

Maxine Calloway, Community Development Director, provided a presentation updating on the City's affordable housing strategies, which is on file in the City Clerk's Office.

Commissioner Wright inquired as to whether there were protections for long-time residents. Ms. Calloway responded that historically, affordable housing units have been first-come, first-serve.

Mayor Gomez commented on density, services, and impact fees. She stated inclusionary units have worked well in other locations and noted she had visited units in Utah and Ohio. She suggested creative options that encourage home ownership be integrated into the plan. Continuing, Mayor Gomez asked how the City's vacation rentals were impacting the availability of affordable housing. Ms. Calloway explained the City is preempted from restricting vacation rentals, and stated they utilize a registration program, and a third-party agency conducts searches to highlight unregistered properties.

Vice Mayor Bolton asked about the correlation between median income and housing costs. He stated building affordable housing attracts residents with lower incomes. Ms. Calloway outlined the benefits of building market rate developments with units set aside for affordable housing.

City Attorney Ottinot stated his office is looking at the issue of the conversion process from rental to purchase as part of the ordinance updates.

Commissioner Daniel asked about the impact of age-restricted units on affordability calculations. Ms. Calloway explained briefly.

Commissioner Villalobos clarified that the available inventory for purchase under $200,000 was condominiums, primarily for residents 55 and over. Discussion continued.

Commissioner Wright asked whether Amazon's affordable housing fund was being accessed for private/public partnership. Ms. Calloway stated she had not heard of it and would research. She thanked him for the direction.

2. <u>American Rescue Plan Act (ARPA) Housing Community Initiatives Discussion</u>

Maxine Calloway, Community Development Director, provided a presentation regarding American Rescue Plan Act (ARPA) Housing Community Initiatives, which is on file in the City Clerk's Office.

Commissioner Villalobos asked whether partnerships with sister cities were a part of the approach to address homelessness. Ms. Calloway stated that was not integrated into the current initiative. City Manager Kathleen Gunn explained Broward Sheriff's Office efforts to cooperate between municipalities.

Commissioner Villalobos asked if Taco Bell was being fined for the issues related to homelessness on their property. Ms. Calloway reiterated that homelessness is not a crime, but the site could be reviewed to ensure lighting and other safety concerns are addressed from a site plan perspective.

Commissioner Daniel asked for clarification on the cost of the program and stated she believed more impact could be made with the dollars.

Mayor Gomez noted efforts which have been successful and those which have not. She stated she would prefer to see funds to address homelessness spent on recovery programs and programs for victims of domestic violence.

Vice Mayor Bolton asked if it was illegal to feed the homeless. Ms. Calloway stated it was not and shared regarding a service available. Vice Mayor Bolton asked that staff look into issues which had come up in Fort Lauderdale.

Vice Mayor Bolton inquired regarding the progress of a local developer, and availability of community services. Ms. Calloway and Ms. Gunn responded as appropriate.

Vice Mayor Bolton requested a detailed breakdown of ARPA spending. Ms. Gunn discussed the revenue replacement aspect of the ARPA funds. Christine Cajuste, Financial Services Director, provided additional explanation.

Vice Mayor Bolton asked that staff spend February holding individual meetings with Commissioners to further explain the ARPA spending. Commissioner Villalobos asserted he was against individual discussions being held to make decisions. Discussion continued regarding Commission orientations and individual meetings with staff.

Mayor Gomez asked for clarification on the logistics of the homelessness taskforce being recommended, including liability, hiring, and hours. Ms. Calloway explained the proposal was from the Taskforce for Ending Homelessness, a local agency, which would act as a subagency and manage the logistics.

Mayor Gomez sought and received consensus for Vice Mayor Bolton's request that the City Attorney and staff be directed to investigate what is being done in other Broward County cities related to homelessness.

Mayor Gomez determined there was no consensus to support the initiative as proposed. She asked whether the Commission supported seeking consensus on individual segments of the proposed allocation.

Commissioner Wright suggested shifting dollars from individual line items into other areas and bringing the item back. Discussion continued.

Mayor Gomez expressed concern that the matter was urgent.

Commissioner Daniel stated she would like to help more people than were included in the proposal. She noted she did not want to rush, but to take the time to do it properly.

Ms. Gunn stated staff would revise the proposal based on Commission comments and bring it back before the Commission at a later date. Discussion ensued regarding the timing of the future discussion.

3. <u>Sabal Palm Park Discussion</u>

Greg Warner, Parks and Recreation Director, provided a presentation on projects at Sabal Palm Park, which is on file in the City Clerk's Office.

Commissioner Villalobos asked questions regarding operational costs for the proposed community center and the comparison between Sabal Palm Park and other parks in the community. Mr. Warner responded as appropriate.

Vice Mayor Bolton asked how a community center at Sabal Palm Park would impact the need for a community center at Shaker Park. He suggested a large outdoor covered area with a stage and skate park would allow people to gather at a lower cost. Mr. Warner stated the idea may be feasible but would be a matter of determining what best fits the needs of the residents of Tamarac. He discussed how the remaining elements would be integrated into the park if the community center was not approved.

Vice Mayor Bolton stated the park was promised to the community, but there was a segment of the population that did not want it. He noted he would support a Broward Sheriff's Office (BSO) substation on the site.

Commissioner Daniel asked whether the community center would significantly help to bring additional athletic programs to the community. Mr. Warner stated they would be able to increase the number of people served, especially on the east side of Tamarac.

Commissioner Villalobos asserted residents outside of Tamarac would also benefit from the park and suggested finding a way to levy an assessment outside of the community.

Mayor Gomez stated she supported moving forward with a park in the location, but she was not sure a community center fit what was promised to the residents. She noted the cost as a constraint and questioned whether the east side had the youth population to support it.

Commissioner Villalobos asked how much the Shaker Village project would cost. Ms. Gunn stated estimates included in the Capital Improvement Plan (CIP) were $6.5 million for the development of Shaker Village. Commissioner Villalobos asserted the two (2) items should be considered at the same time.

Commissioner Daniel asked whether it was possible to wait to decide whether there should be a community center in the Sabal Palm Park design until after the future of Shaker Village was determined. Mr. Warner stated the space at Shaker Village was not conducive to a large community center.

Commissioner Daniel asserted that the City has a history of drawing back when talking about amenities for children and younger generations. She stated residents have to go to Coral Springs and other communities because there are not parks or programs available in Tamarac. She discussed the needs of young people and stated she had run for Commission in part because there is nothing for children to do.

Discussion continued regarding responding to the ever-changing needs of the City and finding funding sources.

Vice Mayor Bolton stated the City needs a community center and more facilities, but Central Park did not need it, and the people would not support it. He discussed the need for young people to have safe, wi-fi connected places to be outside.

Mayor Gomez asked whether it was an option to include a community center as part of a future development. Ms. Gunn stated she could not speak to whether individual parcels could accommodate the need, but the City could purchase property or seek out partnerships for the development of a community center.

Commissioner Wright asked whether other municipalities were putting community centers in parks. He stated from a design perspective it looked as though the proposed community center was just dropped into the park. Continuing, he noted the map only showed one (1) picnic shelter, and asserted other parks have a lot more. Mr. Warner explained the lack of picnic shelters was a result of community feedback during the outreach meetings, which showed that type of use was not high on the priority list. He noted the design placement would be up to a designer, the map just showed the elements.

Commissioner Wright asked which district in the City has the highest incidences of youth crime. Ms. Gunn stated she did not have that data, but would find out and report back.

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Commissioner Wright asserted the Commission could not necessarily quantify the value of a young person's future, and stated the cost to run a community center was a small percentage of the City's overall budget. He added that they needed to create opportunities for youths to excel and shared an example from the recent campaign.

Vice Mayor Bolton asked why a community center was being proposed when the community had said they did not want it in this location. Mr. Warner explained this was the City's last large parcel available to develop into a large park, and the community center was a need which had been identified. Discussion ensued regarding community input.

Commissioner Villalobos asked whether it was possible to leave the space open to allow a community center to be built later. Mr. Warner stated he would contact Public Works to determine feasibility of a phased plan.

Ms. Gunn discussed alternatives to placing the community center in the park, including budgeting to purchase land for a community center or directing staff to work toward a private/public partnership. Discussion continued.

Mayor Gomez sought and received consensus to move forward with an RFP for Sabal Pines Park which would include green space for a potential future community center.

Mayor Gomez called for a recess at 1:14 p.m.
Mayor Gomez called the meeting to order at 1:33 p.m.

4. <u>Discussion on City of Tamarac Legislative Agenda for the 2023 Federal Legislative Session</u>

Valerie Gelnovatch, The Ferguson Group, City of Tamarac Federal Lobbyist, provided a presentation of the City's Federal Legislative Agenda, which is on file in the City Clerk's Office.

Vice Mayor Bolton thanked Ms. Gelnovatch for her leadership in representing Tamarac and discussed direct impacts of the City's lobbying efforts.

Item 5 was addressed prior to Item 4.

5. <u>Discussion on City of Tamarac Legislative Agenda for the 2023 State of Florida Legislative Session</u>

Neysa Herrera, Assistant to the City Manager, provided a presentation of the City's State Legislative Agenda, which is on file in the City Clerk's Office. Ron Book and Rana Brown, the City's State legislative lobbyists, provided additional comments.

Commissioner Villalobos asked Mr. Book to disclose any donations to Political Action Committees (PAC) operated by members of the Commission. Mr. Book stated he did not know the answer off the top of his head, but explained he tends to support incumbent

Commissioners who make the ask. Commissioner Villalobos asserted a donation made by Mr. Book's office had been used to attack Mayor Gomez during the campaign.

Mayor Gomez stated regulations on cell phone towers and 5G towers in the right-of-way in residential neighborhoods has been identified as a concern of residents.

6. 2022 CRS Annual Status Report Update

George Folles, Chief Building Official, provided a presentation of the CRS Annual Status Report, which is on file in the City Clerk's Office.

7. Strategic Planning Process Update

Levent Sucuoglu, Interim Assistant City Manager, provided a presentation updating on the City's strategic planning process, which is on file in the City Clerk's Office. Mr. Warner presented regarding the City's 60th anniversary celebration events planned throughout 2023, including finalists in the logo contest.

The Commissioners commented on the anniversary celebration plans, budget, and promotion of events to residents.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 2:13 p.m.

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

_____

Kimberly Dillon, CMC

_____

Michelle J. Gomez, Mayor

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Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the City Commission Workshop held Monday, January 23, 2023.

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

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval January 25,2023 Regular City Commission Meeting Minutes

ATTACHMENTS:
01252023 Tamarac-CC Regular Meeting Draft Minutes.pdf

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REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, JANUARY 25, 2023
9:30 AM
COMMISSION CHAMBERS

CALL TO ORDER

Mayor Michelle J. Gomez called the Wednesday, January 25, 2023, City Commission meeting, being held in Commission Chambers, to order at 9:31 a.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Commissioner Marlon D. Bolton, Commissioner Kicia Daniel, Commissioner Morey Wright Jr., and Commissioner Elvin Villalobos.

Also present were City Manager Kathleen Gunn (via Teams), Interim Assistant City Manager Levent Sucuoglu, City Attorney Hans Ottinot, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE

Commissioner Villalobos led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

City Attorney Ottinot had no report.

2. CITY MANAGER REPORT

2.a. Employee Service Awards

5 Years of Service: Earl Henry, Dana Bowman

10 Years of Service: Robert Weeden

15 Years of Service: Christina Cajuste, Christopher Lyle, Richie Gelabert Mata

20 Years of Service: Gregory Warner

25 Years of Service: Bambi Dietz

30 Years of Service: Nancy Flores, Kerrick Wiggins

2.b. Hurricane Ian Deployment Proclamation

2.c. 2022 Tamarac Fire Rescue Firefighter of the Year

Fire Chief Mike Annese recognized Captain Mike Boyhand as 2022 Tamarac Fire Rescue Firefighter of the Year.

2.d. Presentation of Safety Excellence Initiative Level 1 Certificate to City of Tamarac Risk Management Division.

Ron Peters - FMIT Director of Risk and Safety and Jonathan Jaramillo - FMIT Risk and Safety Consultant presented the award.

2.e. Presentation of a check from the City of Tamarac to United Way of Broward County

Troy Gies and Linda Probert, Co-Chairs of the United Way Committee, presented a check for $30,000 from the city employees to United Way of Broward County.

2.f. Investment Report – November 2022

Interim City Manager Sucuoglu provided a presentation of his report, which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

City Attorney Hans Ottinot outlined rules and procedures for providing public comment. Mayor Gomez opened the floor to comments from the public.

1) Dr. Darcy Schiller, Kings Point, Tamarac, discussed perceived corruption and conspiratory behavior by members of the Commission, and stated the process for hiring the new City Attorney violated Sunshine Law. Continuing, she asserted Mayor Gomez was not receiving the appropriate respect on the dais.

2) Carol Mendelson, District 4, Tamarac, stated the new Commission has an opportunity to bring change, rather than continue the vitriolic behavior. She discussed expectations regarding listening to the residents, and stated the item asking to require backup materials for agenda items should be reheard. She stated water infrastructure issues and the need for a fire truck should be addressed and should be a priority over a community center Sabal Palm Park.

3) William Gofernet, 5106 Mayberry Lane, Tamarac, distributed written materials to the Commission through the City Clerk.

   Mayor Gomez and City Attorney Hans Ottinot confirmed the materials were not to be used as evidence but would be part of the public record.

   Mr. Gofernet discussed ideas for the area around the Clubhouse and stated the grounds were not being property cleaned and cared for. He stated he wanted to know the answers regarding arsenic at Manor Park, including what the City knew and when.

4) Dr. Kate Johnson, Mainlands 4, stated many members of the public remained to hear questions of the City Attorney at the end of the last regular meeting, and expressed concern with the lengths members of the Commission had gone to in order to keep the attorney from answering questions. She asserted the obstruction was not appropriate and stated the public still had questions. She asked that the Commissioners do their due diligence and look out for the best interests of the City.

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5) John Fiore, 2845 NE 17th Avenue, Wilton Manors, shared regarding the Vintage American Glass and Pottery Show to be held at the Tamarac Community Center, February 4-5. He thanked staff for their contribution and invited the public to attend.

6) Stewart Webster, Versailles Garden, Tamarac, stated he is concerned his community is being ignored. He stated there are no working street lights in the most dangerous half of the winding Lagos De Campo Boulevard. He expressed concern regarding inaction.

7) Barbara Watkins, Tamarac, concurred with Mr. Webster's comments and stated she has been asking for a street light in a dangerous area for four (4) years. She noted issues with dead trees causing hazardous conditions.

4. CONSENT AGENDA

Interim Assistant City Manager Sucuoglu asked that TR13899 be added to the agenda to allow for the appointment of the Public Services Director.

Mayor Gomez asked for direction from counsel. City Attorney Ottinot outlined the Code provisions and discussion ensued briefly regarding procedural conflict.

Moved by Mayor Gomez; seconded by Commissioner Villalobos to place TR13899 on the Consent Agenda as item 4h.

Motion Approved: 5-0.

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

Moved by Commissioner Villalobos; seconded by Vice Mayor Bolton to approve the Consent Agenda as amended.

Motion Approved: 5-0.

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

4.a. Approval of the December 22, 2022, Regular Meeting Minutes

4.b. TR13879 - A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution R-2022-090, by adding "For a Better Day Foundation, Inc.", and "Dare to Care, Inc.", to the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; for the express purpose of compliance with Section 1-19(C)(5)(A)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

4.c. TR13881 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the City of Tamarac Legislative Agenda for the 2023 State of Florida Legislative Session; directing the City Clerk to transmit a copy of the City of

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Tamarac Legislative Agenda for the 2023 State Legislative Session to the Florida League of Cities, the Broward League of Cities, the Broward County Legislative Delegation and the Broward County Board of County Commissioners; providing for conflicts; providing for severability; and providing for an effective date.

4.d. TR13882 - A Resolution of the City Commission of the City of Tamarac, Florida; approving the City of Tamarac 2023 Federal Legislative Agenda; directing The City Clerk to transmit a copy of the City of Tamarac 2023 Federal Legislative Agenda to the National League of Cities, the U.S. Senators from Florida, Florida Congressional Delegation and the Broward County Board of County Commissioners; providing for conflicts; providing for severability; and providing for an effective date.

4.e. TR13886 - A Resolution of the City Commission of the City of Tamarac, Florida, approving Task Authorization No. 23- 03D and authorizing the appropriate City Officials to execute Task Authorization No. 23-03D with Stantec Consulting Services, Inc., to provide a third-party peer review of the design plans and specifications for the Water Treatment Plant Control Building & Site Improvements Project in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2022-138, at a base contract cost not to exceed $13,223.00, a contingency in the amount of 10% or $1,322.00 will be added to the project account for a total project budget of $14,545.00; ratifying past purchases from Stantec Consulting Services, Inc. in the amount of $64,580.00, for a total aggregate spend of $79,125.00; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

4.f. TR13891 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a second amendment to contract for sale and purchase between the City of Tamarac, a municipal corporation and Medalist Restaurant Group II, LLC, D/B/A Culver's of Tamarac, attached hereto as Exhibit "1", designating a new escrow agent, concluding the approvals period, and resetting the closing date, Nunc pro Tunc ; providing for conflicts; providing for severability; and providing for an effective date.

4.g. TR13890 - A Resolution of the City Commission of the City of Tamarac, Florida, affirming and ratifying the City Manager's Administrative Order dated January 12, 2023, attached hereto as Exhibit "A" and incorporated herein, declaring zoning in progress and prohibiting the submission, processing, approval or issuance of any new business tax receipts, development orders or permits for the use of land for new medical marijuana dispensary facilities, in accordance with Chapter 10, Section 10-5.4(U) of the City of Tamarac Code of Ordinances; authorizing and directing the City Manager to undertake a study of the use, assess

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the existing application process and placement where appropriate and consider other options available for municipalities under Florida Statutes Chapter 381.986; providing that upon the adoption of this resolution affirming the administrative order, no new medical marijuana dispensary applications will be accepted during the time period covered by this resolution; providing for conflicts; providing for severability; and providing for an effective date.

4.h. TR13899 – A Resolution of the City Commission of the City of Tamarac, Florida, appointing Kenneth Griffin as Public Services Director, effective February 1, 2023, or at such date as is mutually agreed upon; providing for conflicts; providing for severability; and providing for n effective date.

5. REGULAR AGENDA

5.a. TR13807 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding ITB #22-20b, Tamarac Community Center restrooms renovation project to Khan Builders, Inc. and authorizing the execution of an agreement between the City of Tamarac and Khan Builders, Inc. at a contract cost not to exceed $183,220.63 and a contingency allowance of $18,322.06 for a total project budget of $201,542.69; authorizing an appropriation and expenditure of funds in the amount not to exceed $201,542.69 to be included in a future budget amendment; authorizing an expenditure from the appropriate account; providing for conflicts; providing for severability; and providing an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Villalobos; seconded by Vice Mayor Bolton to approve the resolution as presented.

Mayor Gomez opened the floor to comments from the public, however there being no one to speak, closed the floor.

Greg Warner, Director of Parks and Recreation, provided a presentation which is on file in the City Clerk's Office.

Vice Mayor Bolton inquired regarding existing bathrooms and what facilities would be available during renovation. Mr. Warner explained restrooms would be renovated in rotation to maintain availability throughout the project.

Vice Mayor Bolton asked whether the City had worked with Khan Builders, Inc. previously. Mr. Warner stated they had not and outlined the Request for Proposals (RFP) process. Discussion continued regarding the firm's certifications and experience, as well as the vetting process.

Commissioner Wright asked whether provisions had been researched to create a family restroom. Mr. Warner stated a family restroom had not been included in this

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project due to constraints on the available space. He noted the idea could be explored for the future.

Commissioner Daniel stated she also liked the idea of a family restroom and asked that it be kept in mind in the future. Discussion ensued regarding the scope of the project and providing for family use of the facilities.

Vice Mayor Bolton asked about ADA compliance. Mr. Warner stated the restrooms were compliant when originally built and would be renovated to current code requirements. Discussion continued regarding accessible fixtures.

Motion Approved: 4-1.

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

5.b. TR13880 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a Purchase and Sale Agreement to acquire the Real Property located at 6115 NW 77th Way for a purchase price of Two Million Two-Hundred and Seventy-Three Thousand Dollars ($2,273,000.00); Authorizing the City Manager and City Attorney to take all necessary action to effectuate the purchase; Providing for severability and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Daniel to approve the resolution as presented.

Mayor Gomez opened the floor to comments from the public, however there being no one to speak, closed public participation.

Lori Funderwhite, Economic Development Manager, provided a presentation which is on file in the City Clerk's Office.

Motion Approved: 5-0.

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

5.c. TR13884 - A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #14 to the agreement between the City of Tamarac and The Ferguson Group, LLC., for Federal Lobbying Services, extending the term of the agreement for a one-year period effective February 13, 2023 at a cost not to exceed eighty-five thousand five hundred ($85,500.00) dollars per year; authorizing the appropriate City Officials to execute amendment #14 to the Agreement; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

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Moved by Mayor Gomez; seconded by Commissioner Wright to approve the resolution as presented.

Mayor Gomez opened the floor to comments from the public, however there being no one to speak, closed public participation.

Mayor Gomez noted the item had been presented during the Commission Workshop on January 23, and Neysa Herrera, Assistant to the City Manager, as well as Valerie Gelnovatch, The Ferguson Group, were present to answer questions.

Motion Approved: 5-0.

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

5.d. TR13883 - A Resolution of the City Commission of the City of Tamarac, Florida; approving amendment #20 to the Agreement between the City of Tamarac and Ronald L. Book, P.A., for lobbying services, extending the agreement for one year through January 25, 2024, at a cost not to exceed fifty-nine thousand four hundred dollars ($59,400.00) per year; authorizing the appropriate City officials to execute the amendment to the agreement for lobbying services; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Wright to approve the resolution as presented.

Mayor Gomez opened the floor to comments from the public, however there being no one to speak, closed public participation.

Mayor Gomez noted the item had been presented during the Commission Workshop on January 23, and Neysa Herrera, Assistant to the City Manager, as well as Ron Book were present to answer questions.

Commissioner Villalobos asked Mr. Book about campaign contributions made to Vice Mayor Bolton. Mr. Book responded briefly.

Commissioner Daniel asserted there were inequities in the question process. Discussion ensued regarding procedure.

Motion Approved: 5-0.

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

5.e. TR13807 - A Resolution of the City Commission of the City of Tamarac, Florida, approving an agreement between the City of Tamarac and TD Bank, N.A. as the City's depository and provider of banking and treasury management services to

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the City of Tamarac utilizing contract pricing, terms and conditions per the Agreement #RFP No. 03-17-21-10 between the City of Coconut Creek, Florida and TD Bank, N.A. dated July 1, 2021 effective upon execution of the Agreement through June 30, 2028 with the option to renew the Agreement for up to one (1) additional three (3) year term pursuant to renewal by the City of Coconut Creek, Florida; providing for the extension and renewal of the Agreement or approval of assignments and other amendments to the Agreement and expenditure of appropriated funds by the City Manager or appropriate City Officials; providing for conflicts; providing for scrivener errors, providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Villalobos to approve the resolution as presented.

Mayor Gomez opened the floor to comments from the public, however there being no one to speak, closed public participation.

Motion Failed: 2-3.

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

Mayor Gomez asked what would happen to the City's accounts following the vote. Mr. Sucuoglu explained the accounts would remain as-is until staff was able to conduct a process to select a bank which the Commission would approve. Christine Cajuste, Financial Services Director, stated staff would request an extension of the current terms to allow time to issue another RFP for banking services.

5.f. TR13807 - A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the execution of the employment agreement between the City of Tamarac and Levent Sucuoglu as City Manager, attached hereto as "Exhibit A" and incorporated herein; authorizing and directing the appropriate City Officials to take any and all actions necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Villalobos to approve the resolution as presented.

Mayor Gomez opened the floor to comments from the public, however there being no one to speak, closed public participation.

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Mayor Gomez noted issues within the contract which she did not find appropriate and noted she had brought her concerns to Mr. Sucuoglu. She stated she was also concerned that Mr. Sucuoglu had not received independent counsel prior to entering into the agreement.

Commissioner Daniel thanked Mr. Sucuoglu, the City Attorney, and others for providing advice to her and giving their opinions. Discussion ensued regarding advising the Commission, professionalism, and accountability.

Commissioner Wright stated he had looked at the salary comparisons and Mr. Sucuoglu's proposed salary was substantially less than other City Managers despite 28 years of experience. He asserted this said a lot about the candidate.

Motion Approved: 5-0.

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

City Manager Gunn congratulated Mr. Sucuoglu and expressed her appreciation for his continued service.

Mr. Sucuoglu provided brief comments.

6. ORDINANCE(S) – FIRST READING

7. PUBLIC HEARING(S)

8. ORDINANCE(S) – SECOND READING

9. QUASI-JUDICIAL HEARING(S)

9.a. TBO62 - Board Order approving Special Exception application for D&G Towing and Recovery, LLC, located at 2760 NW 55 Court, Tamarac, Florida 33309, to allow for a proposed Auto Towing use in an I-2 (Industrial) Zoning District, pursuant to the Tamarac Code of Ordinances.

City Attorney Ottinot read the title for the record.

City Attorney Ottinot outlined the City's procedures regarding Quasi-Judicial proceedings. He confirmed the public notice items were met.

City Attorney Ottinot asked for any ex-parte disclosures. Vice Mayor Bolton stated the applicant had called him and they had spoken for five (5) minutes. Mayor Gomez disclosed that she knows the applicant and counsel. She noted she had also recently received services from D&G Towing and Recovery after calling AAA.

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

Attorney Ted Galatis, Galatis Law, and Gisef Maxwell provided a presentation on behalf of the applicant. The presentation is on file in the City Clerk's Office.

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Mayor Gomez opened the public hearing, however seeing no one to speak, closed the public hearing.

Moved by Vice Mayor Bolton; seconded by Commissioner Villalobos to approve the board order.

Motion Approved: 5-0.

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

10. OTHER

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 11:34 a.m.

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

_____

Kimberly Dillon, CMC

_____

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, January 25, 2023.

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

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Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval February 8,2023 Regular City Commission Meeting Minutes.

ATTACHMENTS:
020823 Tamarac-CC Regular Meeting Draft Minutes.pdf

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REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, FEBRUARY 8, 2023
7:00 PM
COMMISSION CHAMBERS

CALL TO ORDER

Mayor Michelle J. Gomez called the Wednesday, February 8, 2023, City Commission meeting, being held in Commission Chambers, to order at 7:00 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Commissioner Daniel led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

City Attorney Ottinot had no report.

2. CITY MANAGER REPORT

City Manager Gunn provided a presentation of her report, which is on file in the City Clerk's Office.

Item 2.a. was addressed following Item 2.b.

2.a. Legislative discussion with Representative Lisa Dunkley regarding the priorities for the City of Tamarac and appropriation project requests

Representative Lisa Dunkley appeared via Teams to provide a brief presentation regarding her activity in Tallahassee, including committee assignments and pending legislation.

2.b. Presentation on behalf of FCCMA and ICMA to recognize the City of Tamarac milestone, a Commission-Manager Form of Government for 50 years, presented by Sarah Hannah-Spurlock on behalf of FCCMA

Sarah Hannah-Spurlock, Fort Lauderdale Nighttime Economy Manager, presented a plaque to the City of Tamarac on behalf of the Florida City and County Management Association (FCCMA) to recognize 50 years as a Commission-Manager form of government.

3. PUBLIC PARTICIPATION

City Attorney Hans Ottinot outlined rules and procedures for providing public comment. Mayor Gomez opened the floor to comments from the public.

1) Carol Mendelson, Woodmont, Tamarac, spoke regarding common sense, respect, and decency on the dais. She stated the City should be updating its antiquated water system at half the cost of a community center, and noted there was not a fire truck ordered for Station 36. She stated a statue planned for in front of the station was also not present, asserted a planned bathroom should have included a family restroom, questioned expenses for digital marketing and printed color presentations, and commented on records retained by the City.

2) Sally James, 8231 NW 68th Avenue, Tamarac, congratulated the Financial Services Department on their prestigious recognition. She commented on lack of a fire truck at Station 36 and the slower response time as a result. She stated the rescue truck is equipped with only a fire extinguisher, and asserted the City needed to improve its response to the issue.

3) Dr. Darcy Schiller, Kings Point, Tamarac, spoke regarding City Attorney Ottinot's appointment, calling it inappropriate. She stated members of the Commission had behaved questionably in relation to the Vice Mayor's position with the County. She discussed issues of decorum on the dais and stated the problems are not new. She stated the Commission should consider responding to public comment.

4) Howard Rosen, Woodmont, Tamarac, stated he had become aware through news articles that Vice Mayor Bolton had become a full-time paid aide to a Broward County Commissioner. He asserted this was an obvious conflict of interest. He discussed his experience working with the Health Department and the need to put for Commissioners to put the City's interests first. He stated if Vice Mayor Bolton wanted the job with the County, he should resign from the position with the City.

5) Mel Yoder, Kings Point, Tamarac, stated agenda items should have backup material so that residents were informed. He discussed the need to take action to help those in need, rather than just providing lip service. He stated community donations had been postponed because they had not been previously discussed, but that did not apply when firing the City Attorney, and asserted that Commissioners wanted to fund organizations run by friends and family.

6) Patti Lynn, Mainlands, Tamarac, stated the City has the best staff by far of anywhere. She discussed a perceived Sunshine Law violation regarding the replacement of the City Attorney with no discussion. She asserted she wanted to see an explanation.

7) Stewart Webster, Versailles Garden, Tamarac, stated the City is in its fifth week of darkness on Lagos De Campo Boulevard. He asserted a City Commissioner had shown

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that they had no regard for personal and public respect. He discussed issues with the level of governance in the City and County and compared it to a chess game.

8) Dr. Kate Johnson, Mainlands, stated she once again asks that the Commissioners behave in a way becoming a public officer. She read from the requirements on elected officials and its function to serve and promote the best interests of the public. She stated rolling eyes, muttering, and not paying attention while speakers are talking does not instill confidence. She asked that the Commission uphold the ethics they had sworn to follow and highlighted issues with recent votes. She stated independent thinkers who put the City before private interests were needed and discussed issues with the removal of the City Attorney and replacement of the City Manager.

   Commissioner Villalobos asked that the speaker be given additional time to finish her statement. Mayor Gomez directed the speaker to proceed.

   Dr. Johnson stated if members of the Commission have further political aspirations, their untoward behavior would follow them and was not a good look.

9) William Gofernet, 5106 Mayberry Lane, Tamarac, stated the City had not put any pressure on the bowling alley to put up a marquis sign at the bowling alley after nearly four (4) years.

   Commissioner Villalobos made a motion to remove Mr. Gofernet from the Commission Chambers. Discussion ensued as to whether Mr. Gofernet's words were a threat directed to a member of the Commission.

Mayor Gomez called for a recess at 7:44 p.m.
Mayor Gomez called the meeting to order at 7:45 p.m.

Vice Mayor Bolton asked that Commissioner Villalobos be censured for comments from the dais directed toward him.

10) Ed Radosh, Kings Point, shared a joke about the City's slogan. He stated the Commission was cold toward its citizens. He asserted speakers should have more time for public comment and stated it is difficult to speak to the Commission when they do not respond or react to comments. He stated speakers should be made to feel welcome.

4. CONSENT AGENDA

City Manager Gunn stated there were no changes to the agenda.

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

Motion Approved: 5-0.

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

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4.a. Approval of the January 11, 2023, Regular Meeting Minutes

4.b. TR13866 - A Resolution of the City Commission of the City of Tamarac, Florida, approving Change Order 5 to the contract with Unitec, Inc., for the Fiber Network Expansion (Phase 2), to add additional fiber network expansion scope modifications and an extension of time to the contract, at a cost not to exceed $76,000.00, increasing the contract from a total of $1,236,045.00 to a total of $1,312,045.00; authorizing the City Manager or her designee to make changes and issue change orders in accordance with the thresholds and provisions delineated in Section 6-147(J)(2) of the Tamarac Procurement Code; authorizing an additional appropriation in the amount not to exceed $36,368.00 to be included in a future budget amendment pursuant to F.S. 166.241(2); authorizing expenditures from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

4.c. TR13900 - A Resolution of the City Commission of the City of Tamarac, Florida, affirming and ratifying the City Manager's Administrative Order dated January 23, 2023, attached hereto as Exhibit "A" and incorporated herein, declaring zoning in progress and instituting a 180 day moratorium on the submission and acceptance of applications for administrative review, land development permits, and building permits for the use of land for new self-storage facilities (indoor) in the City of Tamarac; authorizing and directing the City Manager to undertake a study of the use, assess the existing application process and placement and amend the code where appropriate in a way that may preclude permits and approvals of the use in certain locations in the city; that upon the adoption of this resolution affirming the administrative order, no new self-storage facilities (indoor) will be accepted during the time period covered by this resolution; providing for conflicts; providing for severability; and providing for an effective date.

5. REGULAR AGENDA

6. ORDINANCE(S) – FIRST READING

6.a. TO2521 - An Ordinance of the City commission of the City of Tamarac, Florida terminating the zoning in progress on new medical marijuana dispensary facilities by amending Chapter 10, Article 3, of the City of Tamarac Land Development Code, entitled "Use Regulations", amending Section 10-3.2, entitled "Table of Allowed Uses", by specifically amending Table 10-3.1, entitled "Allowed Uses" to prohibit medical marijuana dispensing facilities in all zoning districts by instituting a ban within the boundaries of the City of Tamarac in accordance with Florida Statutes 381.986(11); providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

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Moved by Mayor Gomez; seconded by Commissioner Daniel to approve Ordinance TO2521 on first reading.

Maxine Calloway, Community Development Director, provided a presentation of the item, which is on file in the City Clerk's Office.

Motion Approved: 5-0.

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

6.b. TO2523 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code" by amending Article 2 entitled "Zoning Districts", by specifically amending Section 10-2.5, entitled "Planned Development District", to remove density cap limits from the planned development zoning district designation and creating Section 10-2.5(C) to establish Local Activity Center Disbursement Guidelines to allow for the disbursement of residential units from the available units within the Local Activity Center in accordance with the City's Comprehensive Plan ; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Moved by Mayor Gomez; seconded by Commissioner Daniel to approve Ordinance TO2523 on first reading.

Maxine Calloway, Community Development Director, provided a presentation of the item, which is on file in the City Clerk's Office.

Commissioner Daniel asked how the changes would impact the 50-foot height restriction. Ms. Calloway explained the Planned Development District (PDD) is the City's most flexible, and explained there are no development standards within that zoning district. She stated standards in the district are determined by the Commission in negotiation with the developer. Discussion ensued regarding restrictions on height and density.

Commissioner Wright asked how the changes would impact traffic, noting there was a senior community adjacent to the only undeveloped parcel in the district. Ms. Calloway responded that with any development comes traffic. She discussed development in neighboring cities briefly and outlined the process for assessing the impacts of a project through the site plan approval process.

Commissioner Wright asserted the land available did not support accommodating additional density of housing units, noting that neighboring cities had more space available. Ms. Calloway explained the area was designated as a Local Activity Center because of the future opportunity for multi-modal transportation options in

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that area. She noted the change was not to facilitate a specific project but to make sure the City had a mechanism and policy in place to support redevelopment.

Commissioner Villalobos stated the City needed to have a 2040 Vision to set the tone for the future. He asserted that if the City does not increase development, it will have to tax the residents further. He stated there needed to be a process to add landscaping and shrubbery to beautify structures. He asked whether the infrastructure was there to support development.

Ms. Calloway stated all development would pay its share of infrastructure improvements. She discussed long-range planning efforts, including the transportation and connectivity master planning process which is currently underway.

Vice Mayor Bolton asked how areas beyond the parameters of the PDD would be impacted. Ms. Calloway explained this was a question which the City was looking at as a part of the comprehensive planning process. She noted this was a part of the exercise which the City would undertake with a consultant and the public as it relates to the vision of the City. She stated this issue was coming up now because this Local Activity Center currently exists and has been in place since 2007 but has been underutilized. She pointed out this is the only Local Activity Center in the City, and the planning process will seek to identify others.

Discussion continued regarding current policies and proposed projects.

Mayor Gomez clarified that the item before the Commission was not a proposed development, but a change to the Local Activity Center guidelines. Ms. Calloway further clarified that the change did not entitle any property to a PDD. She outlined the process briefly.

Vice Mayor Bolton stated he believed the ordinance was going against everything residents are saying, including that there is too much traffic, and that further development should be slowed down. He asked about the plan to mitigate traffic. Ms. Calloway explained this is a multi-modal transportation corridor and discussed the fee paid to Broward County to help mitigate traffic along Commercial Boulevard.

City Manager Gunn briefly discussed the connection between density and retail development. She noted the City often hears that residents want a higher caliber of retail. She discussed long-term plans, and stated the idea of redevelopment is that certain identified areas are denser.

Vice Mayor Bolton continued to share concerns with traffic and stated he did not believe he was ready for this ordinance without further discussion.

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Commissioner Daniel asked how many Local Activity Centers a City can have. Ms. Calloway stated it depended on criteria and provided additional clarification on the process and requirements.

Discussion continued. Ms. Calloway explained the ordinance was putting safeguards around a process which already exists. City Manager Gunn pointed out that putting density in major corridors helps to protect neighborhoods.

Vice Mayor Bolton asserted the ordinance was asking for more density, with a density bonus added on top of it. He stated he could not support more density up front, by right, due to traffic concerns. Ms. Calloway further explained the justification behind the change, and stated something different could be entertained if that were the direction of Commission.

Commissioner Wright requested additional clarification. Ms. Calloway explained.

Commissioner Villalobos stated the ongoing issue of inflation required that the City take action for the future.

Mayor Gomez clarified in response to Vice Mayor Bolton's comments, explaining the change did not increase density by right. She stated the ordinance puts in place guidelines and restrictions which do not currently exist and provides the City with tools to negotiate for the best development projects possible. Continuing, Mayor Gomez stated she understands the concerns with the proposed development at the former Cheddars location and reiterated that individual development is an issue separate from this ordinance, though it could be affected. She discussed traffic concerns and stated she would prefer to have density on a main thoroughfare, as it would require developers to expand the City based on its needs.

Mayor Gomez stated she believed the opportunity was now. She noted the second reading would include an opportunity for residents to speak, and stated additional information to clarify the issue for residents would also be helpful at that time.

Motion Failed: 1-4.

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

7. PUBLIC HEARING(S)

8. ORDINANCE(S) – SECOND READING

9. QUASI-JUDICIAL HEARING(S)

10. OTHER

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 9:04 p.m.

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

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Kimberly Dillon, CMC

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Michelle J. Gomez, Mayor

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TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE: March 8, 2023

SUBMITTED BY: James Twigger

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR13888

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR13888 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid 23-16B to vCloud Tech Inc., and approving the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

RECOMMENDATION: I recommend that TR 13888 be placed on the March 8, 2023, City Commission Meeting Agenda, to award Bid 23-16B to vCloud Tech Inc., approving the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48.

BACKGROUND: In the City of Tamarac, technology is one of the key components in the efficient delivery of City services, and the City's server infrastructure is critical to ensuring continued operations.

The City's current server environment is comprised of seven (7) (physical) Cisco Systems UCS servers, which house and run the City's critical systems and applications. The normal life cycle for this equipment is five (5) to seven (7) years.

The existing servers are not able to meet today's demand due to rapid expansion of technologies, which require an increased amount of performance, capacity and data storage. Also, if this equipment malfunctions, both employees and the public will be unable to access critical City services such as the City's email, files and other data, bill payment, telephone services, etc.…

This project was approved and funded in the FY2022

budget in the amount of $150,000, under the Information Technology Capital Maintenance Program (CMP) (Project IT22A).

On January 3, 2023, the City issued Bid 23-16B, on file with the City Clerk's Office, requesting quotes for four (4) new Dell PowerEdge Servers.

The City received thirteen (13) responses / quotes as shown below:

Howard Industries, Inc.
*$101,076.00 **
vCloud Tech Inc.
$109,378.48
Sunflower Lab LLC
$109,462.15
Pawol Tafya, LLC
$109,996.24
vPrime Tech Inc
$111,144.56
Dreadnought Endeavors Inc
$112,225.44
SOLVIX SOLUTIONS
$112,690.32
Axelliant LLC
$113,565.48
TECH SERVICE SOLUTIONS LLC
$116,197.90
TEC-LINK LLC
$118,006.00
ZonesLLC
$120,187.44
Presidio Network Solutions
$127,364.64
Logix Service Inc dba AMTEK Computer Services
$177,652.00

** Upon review, the bid response from Howard Industries, Inc. was determined to be inaccurate, and subsequently withdrawn by Howard Industries, Inc.*

The quote from vCloud Tech Inc. was the lowest responsible and responsive quote.

I recommend that the City Commission award Bid 23-16B to vCloud Tech Inc., approving the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48.

As reference, the following are attached:

Exhibit 1 Bid 23-16B Dell PowerEdge Servers Bid Results

ISSUE: The City's existing Cisco server infrastructure that was purchased in 2017, is at the end of its lifecycle. Replacement of critical infrastructure is necessary to support continued operations and to alleviate issues related to increasing use and performance requirements.

STRATEGIC GOALS: Goal #5: Tamarac is Smart and Connected

ATTACHMENTS:

TR13888 Memo - Dell PowerEdge Servers Purchase.docx
TR13888 Resolution - Dell PowerEdge Servers Purchase.docx
TR13888 Exhibit 1 - Bid 23-16B Results.pdf
TR13888 Background Materials - eVerify / Scrutinized Companies Certification.pdf

City of Tamarac
Interoffice Memorandum
Information Technology

To:	**Kathleen Gunn, City Manager**
Thru:	Levent Sucuoglu, Interim Assistant City manager
From:	James Twigger, Interim Director of Information Technology
Date:	February 9, 2023
Re:	**TR 13888: Dell PowerEdge Servers Purchase**

Recommendation:

I recommend that TR 13888 be placed on the March 8, 2023, City Commission Meeting Agenda, to award Bid 23-16B to vCloud Tech Inc., approving the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48.

Issue:

The City's existing Cisco server infrastructure that was purchased in 2017, is at the end of its lifecycle. Replacement of critical infrastructure is necessary to support continued operations and to alleviate issues related to increasing use and performance requirements.

Background:

In the City of Tamarac, technology is one of the key components in the efficient delivery of City services, and the City's server infrastructure is critical to ensuring continued operations.

The City's current server environment is comprised of seven (7) (physical) Cisco Systems UCS servers, which house and run the City's critical systems and applications. The normal life cycle for this equipment is five (5) to seven (7) years.

The existing servers are not able to meet today's demand due to rapid expansion of technologies, which require an increased amount of performance, capacity and data storage. Also, if this equipment malfunctions, both employees and the public will be unable to access critical City services such as the City's email, files and other data, bill payment, telephone services, etc….

This project was approved and funded in the FY2022 budget in the amount of $150,000, under the Information Technology Capital Maintenance Program (CMP) (Project IT22A).

On January 3, 2023, the City issued Bid 23-16B, on file with the City Clerk's Office, requesting quotes for four (4) new Dell PowerEdge Servers.

The City received thirteen (13) responses / quotes as shown below:

Howard Industries, Inc.	*$101,076.00 **
vCloud Tech Inc.	**$109,378.48**
Sunflower Lab LLC	$109,462.15
Pawol Tafya, LLC	$109,996.24
vPrime Tech Inc	$111,144.56
Dreadnought Endeavors Inc	$112,225.44
SOLVIX SOLUTIONS	$112,690.32
Axelliant LLC	$113,565.48
TECH SERVICE SOLUTIONS LLC	$116,197.90
TEC-LINK LLC	$118,006.00
ZonesLLC	$120,187.44
Presidio Network Solutions	$127,364.64
Logix Service Inc dba AMTEK Computer Services	$177,652.00

** Upon review, the bid response from Howard Industries, Inc. was determined to be inaccurate, and subsequently withdrawn by Howard Industries, Inc.*

The quote from vCloud Tech Inc. was the lowest responsible and responsive quote.

I recommend that the City Commission award Bid 23-16B to vCloud Tech Inc., approving the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48.

As reference, the following are attached:

Exhibit 1 Bid 23-16B Dell PowerEdge Servers Bid Results

Financial Impact:

The total cost for the purchase of Dell PowerEdge Servers is $109,378.48.

Funding for this item included in the FY2022 Information Technology Capital Maintenance Program (CMP) (Project IT22A) Budget, Account 303-8100-513.64-01, in the amount of $150,000.

This item supports Strategic Goal #5 - Tamarac is Smart & Connected – utilizing technology to automate the delivery of services and information and better leveraging tax dollars.

James Twigger

CC: Keith Glatz, Contracts & Purchasing Manger

Attachments

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID 23-16B TO VCLOUD TECH INC., AND APPROVING THE PURCHASE OF FOUR (4) DELL POWEREDGE SERVERS, TO BE PURCHASED THROUGH VCLOUD TECH INC., FOR A TOTAL PURCHASE COST OF $109,378.48; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, technology is one of the key components in the efficient delivery of City services, and the City's server infrastructure is critical to ensuring continued operations; and

WHEREAS, the City's existing Cisco server infrastructure that was purchased in 2017, is at the end of its lifecycle, and replacement is necessary to support continued operations and to alleviate issues related to increasing use and performance requirements; and

WHEREAS, on January 3, 2023, the City issued Bid 23-16B, requesting quotes for four (4) new Dell PowerEdge Servers; and

WHEREAS, thirteen (13) responses / quotes were received, one of which was withdrawn, and the quote from vCloud Tech Inc. was deemed the lowest responsible and responsive quote for the required Dell PowerEdge Servers; and

WHEREAS, funding is available in Information Technology Capital Maintenance Program (CMP) Budget for this purchase; and

WHEREAS, it is the recommendation of the Interim Director of Information Technology and the Purchasing and Contracts Manager that the City Commission award Bid 23-16B to vCloud Tech Inc., and to approve the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the business owners, residents, and visitors of the City of Tamarac to award Bid 23-16B to vCloud Tech Inc., and to approve the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48.

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

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

Section 2. The City Commission awards Bid 23-16B to vCloud Tech Inc. and approves the purchase of four (4) Dell PowerEdge Servers, to be purchased through vCloud Tech Inc., for a total purchase cost of $109,378.48; and, authorizes the appropriate City Officials to execute a Purchase Order for the purchase of the four (4) Dell PowerEdge Servers from vCloud Tech Inc., for a purchase cost of $109,378.48.

Section 3. Funding is available for the purchase of the four (4) Dell PowerEdge Servers from the appropriate accounts for a total cost not to exceed $109,378.48.

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

Section 5. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

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

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this 8th day of March, 2023.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

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

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

HANS OTTINOT
CITY ATTORNEY

23-16B

DELL POWEREDGE SERVERS

Closing Date: Tuesday, January 31, 2023

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
Howard Industries,Inc.	Laurel, Mississippi	Submission 1	$101,076.00
vCloud Tech Inc.	Rolling Hills Estates, California	Submission 1	$109,378.48
Sunflower Lab LLC	Hilliard, Ohio	Submission 1	$109,462.15
Pawol Tafya, LLC	Lauderhill, Florida	Submission 1	$109,996.24
vPrime Tech Inc	Houston, Texas	Submission 1	$111,144.56
Dreadnought Endeavors Inc	Calabasas, California	Submission 1	$112,225.44
SOLVIX SOLUTIONS	Marlton, NJ	Submission 1	$112,690.32
Axelliant LLC	Torrance, CA	Submission 1	$113,565.48
TECH SERVICE SOLUTIONS LLC	NEW YORK, NY	Submission 1	$116,197.90
TEC-LINK LLC	Tampa, FL	Submission 1	$118,006.00
ZonesLLC	Auburn, WA	Submission 1	$120,187.44
Presidio Network Solutions	Oakland Park, FL	Submission 1	$127,364.64
Logix Service Inc dba AMTEK Computer Services	San Clemente , California	Submission 1	$177,652.00

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF TAMARAC (City), a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this

section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

	vCloud Tech Inc
ATTEST	Company Name
	Muhammad Khan
Signature of Corporate Secretary	Signature
	Muhammad Khan
Type/Print Name of Corporate Secy.	Type/Print Name
	Feb 9, 2023
Date	Date

(CORPORATE SEAL)

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 8, 2023

SUBMITTED BY: Rosemary Fisher

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR13895

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR13895 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate city officials to execute an interlocal agreement between Broward County and the City of Tamarac providing for hearings by the Broward County Minimum Housing/Unsafe Structures Board at a rate of eighty-eight and 45/100 dollars ($88.45) per hour for the code enforcement officer and thirty-seven and 70/100 dollars ($37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of five hundred and 00/100 ($500.00) without written authorization from City. All costs shall be properly documented, and such documentation provided to City with the monthly invoices; for a period through September 30, 2027; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: I recommend the City Commission execute the Interlocal Agreement between Broward County and the City of Tamarac providing for hearings by the Broward County Minimum Housing/Unsafe Structures Board, effective through September 30, 2027, and that this item be placed on the March 8, 2023 Commission Agenda.

BACKGROUND:

The City of Tamarac entered into an agreement with Broward County, Resolution No. R-2016-85, which was executed by Broward County on September 13, 2016 providing for hearings by the Broward County Minimum Housing/Unsafe Structures Board (copy on file with the City

Clerk's Office). That agreement expired on September 30, 2021. Broward County has indicated their willingness to continue providing the same service; County shall provide services at the rate of Eighty-eight and 45/100 Dollars ($88.45) per hour for the Code Enforcement Officer and Thirty-seven and 70/100 Dollars ($37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of Five Hundred and 00/100 ($500.00) without written authorization from City. All costs shall be properly documented, and such documentation provided to City with the monthly invoices. The new agreement is for a term through September 30, 2027, and provides for annual increases not to exceed 5%. Included in said costs are charges for mailings, publication, photos, posting of property and other ancillary costs. All costs shall be properly documented, and such documentation provided to the City with the monthly invoices.

The Unsafe Structures Board has the power to order any building demolished that they deem; based on facts to be unsafe; they can affirm or deny a decision of the Building Official. They have the power to order the owners to reimburse the City for all monies expended in the process of declaring the building unsafe and maintaining same in a safe condition.

The Building Department is currently working on our accreditation through the International Accreditation Service, Ins., (IAS) and a Potential Concern pending is related to the City not having an Unsafe Structures and Housing Appeals Board as required by the Florida Building code and the Broward County Amendments to the FBC Chapter 71-575 of the Broward County Charter.

ISSUE: To provide a means to allow the city to remove or have repaired all unsafe structures in the city.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:
TR 13895 Exh #1 BCD Unsafe Structure Agmt 2-6-23.doc

TR#13895 Exh #2 FBC Sec 116 Unsafe 2-6-23.pdf
TR#13895 Exh #3 IAS Page 13 Unsafe Str Board 1-27-23.pdf
TR#13895 RESO Interlocal Agmt Unsafe 2-15-23.docx
TR#13895 MEMO Interlocal Agmt Unsafe 3-6-23.docx

Return recorded document to:
Hipolito Cruz, Jr., Director
Broward County Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC FOR BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE UNSAFE STRUCTURES BOARD

TR#13895
02/06/23
Exh #1

This Agreement is made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

City of Tamarac, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. County maintains an Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials to enforce minimum standards of maintenance in accordance with the Florida Building Code.

C. Pursuant to Chapter 5 of the Broward County Code of Ordinances, the Board is authorized to hear and dispose of cases brought by Building Officials.

D. City is desirous of utilizing the Board to hear and dispose of cases brought by the City Building Official.

E. Pursuant to Chapter 5 of the Broward County Code of Ordinances and Section 116 of the Florida Building Code, the Board has the authority to hear and dispose of cases brought by the City Building Official.

F. County is willing to prepare and present cases brought by the City Building Official ("Services") on the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the mutual covenants, promises, payments, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 County agrees to make the Board available to hear and dispose of cases brought by the City Building Official for violations of the Florida Building Code.

1.2 Once City Building Official determines that a violation exists, County shall be responsible for:

(a) filing a case with the Board on behalf of City; and
(b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board.

1.3 County shall perform the above-described functions through the Building Code Division, or any successor entity.

1.4 City shall be responsible for ensuring that the appropriate witnesses attend the hearing(s) to provide the relevant testimony and evidence and for implementing the orders and directives of the Board to cause the violation(s) to be corrected. The Parties acknowledge that County is merely performing processing functions and providing access to the Board as a vehicle for City to enforce the provisions of the Florida Building Code. Accordingly, consistent with Article 5, City retains the responsibility for filing or defending any appeal(s) of Board orders or defending legal actions arising from enforcement actions taken by City pursuant to a Board order.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

It is specifically understood and agreed that all rights and powers as may be vested in City pursuant to Chapter 166, Florida Statutes, or any other law, ordinance, or Charter provision of City not specifically addressed by this Agreement shall be retained by City.

ARTICLE 3 - COMPENSATION

3.1 County shall provide Services at the rate of Eighty-eight and 45/100 Dollars ($88.45) per hour for the Code Enforcement Officer and Thirty-seven and 70/100 Dollars ($37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of Five Hundred and 00/100 ($500.00) without written authorization from City. All costs shall be properly documented and such documentation provided to City with the monthly invoices.

3.2 County shall invoice City on a monthly basis for actual services provided during the preceding month. City shall reimburse County within thirty (30) days after the date of the invoice.

3.3 Fines and liens recorded against property shall run in favor of City.

3.4 The amounts set forth in Section 3.1 shall be adjusted annually by County by an amount not to exceed five percent (5%) to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding five percent (5%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County shall provide City with notice of anticipated increases, if any. Any increases shall take effect on October 1st, following the May 1st notification.

3.5 City shall be responsible for the actual costs of the services delineated necessary to implement orders and directives of the Board to cause the violations(s) to be corrected. Such costs shall include, but are not be limited to, boarding up property and demolition necessary to remove the violation(s).

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement shall commence on the date it is fully executed by the Parties and recorded in the Public Records of Broward County and shall continue in full force and effect until midnight, September 30, 2027.

4.2 This Agreement shall continue in full force and effect unless written notice of termination by County or City is provided pursuant to Article 8, Notices. Unless terminated as provided in Article 7, Termination, this Agreement may be renewed for successive five (5) year periods upon request of City and upon written acceptance by the County Administrator.

ARTICLE 5 - GOVERNMENTAL IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. Notwithstanding the foregoing and to the extent City presents cases before the Board pursuant to this Agreement, the Board is not an agent of County. Accordingly, City agrees to indemnify and defend Broward County and its officers, directors, agents, and the Board from any and all claims, causes of action, and demands of any nature, whether known or unknown, arising out of or in connection with the Board's disposition of any case(s) heard on behalf of City pursuant to this Agreement.

ARTICLE 6 - INSURANCE

County is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 8, Notices. Within sixty (60) days of termination of this Agreement, County shall forward to City all documentation related to cases previously heard or being prepared to be heard by the Board.

ARTICLE 8 - NOTICES

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepared, first class and certified, return receipt requested, addressed as follows:

To County:
Director, Broward County Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

To City:

City Manager and City Attorney
City Hall
7525 NW 88th Avenue
Tamarac, Florida 33321

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ANDREA RULKA, AT (954) 765-4400, ext. 5152, ARulka@broward.org, 2307 WEST

BROWARD BOULEVARD, SUITE 300, FORT LAUDERALE, FLORIDA 33312, OR City Clerk, City of Tamarac, 7525 NW 88th Avenue,Tamarac,Florida33321,Attn:Kimberly.Dillon@tamarac.org.

9.2 ASSIGNMENT: County shall perform the selected Services provided for in this Agreement exclusively and solely for City that is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.3 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

9.4 SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.5 ENTIRE AGREEMENT: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9.6 INDEPENDENT CONTRACTOR: County is an independent contractor under this Agreement. Services provided by County pursuant to this Agreement shall be subject to the supervision of County. In providing such Services, neither County nor its agents shall act as officers, employees, or agents of City. This Agreement shall not constitute or make the Parties a partnership or joint venture.

9.7 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments adding or deleting services to the Scope of Services under Article 1 may be approved by the County Administrator.

9.8 THIRD PARTY BENEFICIARIES: Neither County or City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

9.9 COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.10 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.11 PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.12 DRAFTING: This Agreement has been negotiated and drafted by the Parties and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

9.13 INTERPRETATION: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.14 INCORPORATION BY REFERENCE: Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

9.15 REPRESENTATION OF AUTHORITY: Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

9.16 RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

9.17 NO CONTINGENT FEES: County warrants that is has not employed or retained any company or person, other than bona fide employees working solely for County, to solicit or secure this Agreement, and that has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for County, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City for Broward County staff services to be performed by the Broward County Building Code Division of the Resilient Environment Department in connection with hearings before the Unsafe Structures Board, on the respective dates under each signature: Broward County, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of December, 2010, and City, signing by and through its _____, duly authorized to execute same by Commission action on the ____ day of _____, 20_____.

County

WITNESSES:

Broward County, by and through
its County Administrator or designee

_____
Print Name:_____

By_____
Broward County Administrator

_____
Print Name:_____

____ day of _____, 20___

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Maite Azcoitia (Date)
Deputy County Attorney

City

City of Tamarac

Attest:

By_____
Mayor-Commissioner

_____
City Clerk

_____ day of _____, 20____

By_____
City Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By_____
City Attorney

MA/
#21-49
BCSD_unsafe_Tamarac-a01

sis of the specific problem. BORA may establish Panels of Industry, either standing or temporary, for technical analysis of specific subjects.

113.13 Reciprocity.

113.13.1 BORA shall have the authority to meet with similarly constituted and authorized boards for the purposes of discussion, decision, and similar matters of area-wide industry concern.

113.13.2 Decisions of the majority of all members at joint meetings as referred to herein, shall not be binding on BORA. The decisions of joint meetings with other boards may be accepted or rejected or accepted with modifications.

113.14 Review of Board Decisions.

113.14.1 Any person aggrieved by a decision of BORA, whether or not a previous party to the decision, may file an appeal pursuant to Section 553.775(3)(c), Florida Statutes. Appeals of decisions within the review jurisdiction of the Florida Building Commission shall be to the Florida Building Code in the manner prescribed in the referenced statute. Review of other decisions of BORA shall be as provided in the Florida Rules of Appellate Procedure for judicial review of administrative action.

113.15 Amendments to Code.

113.15.1 The provisions of the SFBC, Broward Local Amendments to FFPC, and the FBC as applicable to Broward County, shall be amended only by BORA and only to the extent and in the manner specified in this Code, and in Section 553.73(4), Florida Statutes. For fire code related amendments see FFPC and Section 633.202, Florida Statutes.

113.15.2 Neither the Broward County Board of County Commissioners nor any municipality within Broward County may enact any ordinance in conflict with Chapter 71-575, as amended, the Florida Building Code, or the SFBC.

Section 114 Violations

114.1 Violations and Penalties. Any person, firm, or corporation, who violates a provision of this Code, or FFPC or fails to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or FFPC is committed or continued, and upon conviction of any such violation, such person shall be punishable by a fine of not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00), or by imprisonment not exceeding sixty (60) days, or by both such fine and imprisonment.

Section 115 Stop Work Order

115.1 Authority. Whenever the Building Official or Fire Chief finds any work regulated by this Code being performed in a manner either contrary to the provisions of this Code or dangerous or unsafe, the Building Official or Fire Chief is authorized to issue a stop work order. See also Sections 105.4, 105.6, 111.4, and 112.3.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted on the job site in a conspicuous location. Upon issuance of a stop work order, the cited work shall immediately cease by such persons. The stop work order shall state the reason for the order, and the work that is required to correct a violation or unsafe condition.

115.3 Unlawful continuance. Any person who continues any work after having been served with a stop work order, shall be subject to penalties as prescribed by law.

Exception: Work required to correct a violation or unsafe condition.

Section 116 Unsafe Structures and Equipment

116.1 General.

116.1.1 Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.

116.1.2 Incomplete buildings or structures commenced without a permit or the permit for which has expired, or completed buildings or structures commenced without a permit or the permit for which

expired prior to completion and no Certificate of Occupancy has been issued, shall be presumed and deemed unsafe.

116.1.3 Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the Building Official and as provided in this Code, provided that where replacement, repair, alteration or demolition is required on Buildings or structures within the purview of the applicable Minimum Housing Code, the provisions of such Code shall be complied with and shall control.

116.1.4 A permit shall be issued for the demolition of any unsafe building or structure in accordance with Section 105.18 of this Code.

116.2 Criteria. When any one (1) of the following conditions exist, a building may be deemed unsafe or a fire hazard:

116.2.1 Physical Criteria.

116.2.1.1 A Building shall be deemed a fire hazard and/or unsafe when:

116.2.1.1.1 It is vacant, unguarded and open at doors or windows.

116.2.1.1.2 There is an unwarranted accumulation of dust, debris or other combustible material therein.

116.2.1.1.3 The building condition creates hazards with respect to means of egress and fire protection as provided herein for the particular occupancy.

116.2.1.2 A building shall be deemed unsafe when:

116.2.1.2.1 There is a failure, hanging loose or loosening of any siding, block, brick, or other building material.

116.2.1.2.2 There is a deterioration of the structure or structural parts. ;b23
116.2.1.2.3 The building is partially destroyed.

116.2.1.2.4 There is an unusual sagging or leaning out of plumb of the Building or any parts of the building and such effect is caused by deterioration or overstressing.

116.2.1.2.5 The electrical or mechanical installations or systems create a hazardous condition in violation of this Code.

116.2.1.2.6 An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

116.2.1.2.7 Swimming pools that contain stagnant water are deemed unsanitary and dangerous to human life and public welfare and shall be presumed and deemed unsafe.

116.2.1.2.8 By reason of use or Occupancy the area, height, type of construction, fire-resistivity, means of egress, electrical equipment, plumbing, air conditioning or other features regulated by this Code do not comply with this Code for the use and Group of Occupancy.

116.2.1.2.9 Any mobile home that is being modified in violation of Department of Highway safety and motor vehicles Florida Administrative Code section 15C-2.0081 may be deemed unsafe or a fire hazard.

116.2.1.3 A Building, or part thereof, shall be presumed to be unsafe if:

116.2.1.3.1 The construction, installation of electrical, plumbing or other equipment therein or thereon, or the partial construction or installation of equipment has been commenced or completed without a permit therefore having been obtained or the permit therefore expired prior to completion and a Certificate of Occupancy issued.

116.2.1.3.2 By reason of illegal or improper use, occupancy, or maintenance does not comply with this Code or the Code in effect at the time of construction or the applicable Minimum Housing Code.

116.2.2 Valuation Criteria.

116.2.2.1 If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof exceeds fifty

(50) percent of its value, such building shall be demolished and removed from the premises. If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof does not exceed fifty (50) percent of such replacement cost, such building or structure may be repaired and made safe, as provided in the FBC Existing Building.

116.2.2.2 If the cost of structural repair or structural replacement of an unsafe building or structure or part thereof exceeds thirty-three (33) percent of the structural value such building or structure or part thereof shall be demolished and removed from the premises; and if the cost of such structural repairs does not exceed thirty-three (33) percent of such replacement cost, such building or structure or part thereof may be structurally repaired and made safe, as provided in FBC Existing Building.

116.2.2.3 In order to determine the value of a building or structure and the cost of alterations, repairs and replacement, the guides and standards provided in the FBC Existing Buildings shall apply.

116.2.2.4 An Exception to the above percentages may be recognized provided:

116.2.2.4.1 The owner of property has the ways and means to complete the work.

116.2.2.4.2 All imminent danger has been removed from the site.

116.2.2.4.3 All applicable Zoning regulations are met.

116.2.2.4.4 All applicable requirements of other departments and agencies are met.

116.2.2.4.5 Criteria noted in FBC Existing Building are followed.

116.2.2.4.6 Any remaining portion of the structure to be used in rebuilding is certified as safe by an Engineer or Architect.

116.3 Inspection of Unsafe Buildings and Structures. The Building Official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an unsafe Building or structure as defined in this Section, the Building Official shall post the property concerned and shall furnish the owner of such Building or structure with written notice, the manner of posting and furnishing of written notice is provided hereinafter.

116.4 Posting. The Building Official shall post a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:

"UNSAFE BUILDING." This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of this Code.

This Building Shall Be Vacated — Shall Not Be Occupied. Action shall be taken by the owner as further prescribed by written notice previously served. This Notice Shall Not Be Removed Except By The Building Official. Date _____

116.5 Emergency Action.

116.5.1 When in the opinion of the Building Official, there is actual or immediate danger of the failure or the collapse of a building or structure, or there is a health, windstorm or fire hazard, he or she may order the occupants to vacate, temporarily close for use or occupancy the rights-of-way thereto, sidewalks, streets or adjacent buildings or nearby area and institute such other temporary safeguards, including securing posting and demolition of the building or structure, as he or she may deem necessary under the circumstances, and may employ the necessary labor and materials to perform the required work as expeditiously as possible.

116.5.2 Costs incurred in the performance of such emergency work shall be paid by the appropriate governmental authority and upon the recording in the public records of this County a certificate executed by the Building Official, certifying the amount so expended and why expended, the same shall become a lien against the property involved.

116.6 Notice of Violation. The Building Official shall give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address. If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed

to commence with the date such notice is so affixed. This written notice shall state the defects which constitute a violation of this Section and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time to be ten (10) business days, subject to reasonable extension when requested in writing, for reasons which the Building Official considers justifying an extension of time. All such extensions of time shall be by written approval of the Building Official. In addition, this written notice will explain the right of appeal of the decision of the Building Official to the Unsafe Structures and Housing Appeals Board, and also advise that unless there is compliance with the instructions in the Notice of Violation or an appeal is filed that a public hearing before the Unsafe Structures and Housing Appeals Board will be initiated by the Building Official after time for compliance has expired.

116.7 Recording of Notice of Violation.

116.7.1 If the owner of the property concerned has not complied with the requirements as stated in the Notice of Violation within the time stipulated or has not appealed the action of the Building Official as stated in the Notice of Violation within the time specified, the Building Official may file an appropriate instrument in the office of the Clerk of the Circuit Court, to be recorded in the public records of this County, indicating that violations of this Code, and of Section 116 thereof, exist upon the property involved.

116.7.2 The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgages, lessees and all persons claiming or acquiring interest in said property.

116.7.3 When the violation specified in the Notice of Violation has been corrected, the Building Official shall file for record a certificate certifying that the violation has been corrected, upon being paid for the filing fees incurred.

116.8 Appeal and Review. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a Notice of Violation has been served by the Building Official, may appeal the decision of the Building Official as stated in the Notice of Violation, to the Unsafe Structures and Housing Appeals Board, if such appeal is filed prior to the expiration of the time allowed for compliance specified in such notice; provided, in no event shall appeal period be less than ten (10) business days. Such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures and Housing Appeals Board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the Building Official to be in error. Upon receipt of the appeal, the Secretary of the Board will proceed to notify all parties in interest as to the time and place the Unsafe Structures and Housing Appeals Board shall conduct a public hearing on the matter. The procedure for the serving of and the form of notice is provided hereinafter.

116.9 Notice of Public Hearing. If the owner, or other parties having an interest do not comply with the terms of the Notice of Violation and do not file an appeal within the time stipulated, the Building Official shall then apply for a public hearing to be conducted by the Unsafe Structures and Housing Appeals Board, and the Secretary of the Unsafe Structures and Housing Appeals Board shall notify all parties in interest of the time and place of such public hearing on the matter. The procedure for the serving and the form of notice shall be the same as in the case where an appeal has been filed by the owner or other parties in interest and such procedure and form of notice shall be as set forth hereinafter.

116.9.1 When an appeal has been properly filed, or when the public hearing is initiated by the Building Official, as provided herein, the Secretary of the Unsafe Structures and Housing Appeals Board shall issue a notice in the Board's name, requiring the owner of record and all parties having an interest to appear before the Board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service thereof, and show cause why the decision of the Building Official should not be carried out.

116.9.2 As many alias and pluries notices may be issued as may be necessary.

116.9.3 Service of such notices shall be certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy

thereof in a newspaper published in this County, such publication to be for two (2) times one (1) week apart.

116.9.4 The time for appearing and showing cause as aforesaid, and a description of the property shall be as set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication thereof.

116.9.5 Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.

116.10 Public Hearing.

116.10.1 On the day established in the notice of public hearing the Board shall review all pertinent evidence and hear all testimony from the Building Official, the owner and other parties in interest and their respective witnesses.

116.10.2 The Board may modify, rescind, or uphold the decision of the Building Official as recited in the Notice of Violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents debris and abandoned property from the premises, all within the time stipulated in the order by the Board.

116.10.3 Such order shall be entered in the minute book of the Board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner and all parties in interest by registered or certified mail and a copy thereof posted on the premises.

116.10.4 If the owner or those responsible shall fail to comply with the order of the Board within the time stipulated therein, and such order is to repair, or secure the building to make safe, then the Building Official shall cause such building to be vacated, if occupied, and shall through his or her employees or through a contractor making the lowest responsible bid, secure the building or structure.

116.10.5 If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the Building Official may do so thereafter through his or her employees or through a contractor making the lowest responsible bid.

116.10.6 The Building Official may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.

116.10.7 If no bids are received for such salvage or contents the Building Official may destroy that for which no bids are received.

116.10.8 Advertisement calling for bids shall be published by the Building Official one (1) time in a newspaper published in the County.

116.11 Recovery of Cost.

116.11.1 The entire costs incurred pursuant to Section 116.5 to Section 116.10 of this Code shall be paid by the owner or occupant of the premises or by the person who caused or maintained the violation.

116.11.2 The Building Official shall file among his or her records an affidavit stating with fairness and accuracy the items of expense and the date of execution of actions authorized by Section 116.5 or Section 116.10 of this Code.

116.11.3 The enforcing agency may institute a suit to recover such expenses against any liable person or may cause such expenses to be charged against the property as a lien or as a special assessment collectable according to established procedures.

116.11.4 Except with respect to a lien imposed for expenses incurred in demolition, nothing herein shall be construed as placing a lien upon property which supersedes the lien of any mortgage on such property executed and recorded prior to the existence of a lien authorized herein.

116.11.5 Any costs incurred pursuant to Section 116.5 or Section 116.10 of this Code which result in demolition of unsafe buildings, structures or equipment shall be a lien prior in dignity to all liens, excepting county tax liens and liens of equal dignity with county tax liens.

116.12 Review. Any person aggrieved by a decision of the Unsafe Structure Board may seek judicial review of that decision in accordance with the Florida Appellate Rules.

116.13 Unsafe Structures Board. The Unsafe Structures Board is hereby created, consisting of nine (9) members who shall be appointed by the Appointing Authority. All professional members of the Unsafe Structures Board should be registered and licensed in the State of Florida. In the event the Appointing Authority cannot find a properly qualified resident of the area under its jurisdiction, it may by majority vote of its membership, appoint a qualified non-resident of the specific categories or professions required.

116.13.1 Qualification of Members. Members of the Board shall be permanent residents of the area under the jurisdiction of the Appointing Authority, who possess outstanding reputations for civic activity, interest, integrity, responsibility, and business or professional ability. The composition and representative membership of the Board shall be as follows: an Engineer, an Architect, a General Contractor, an Electrical Contractor, an Attorney at Law, a Plumbing Contractor, a Real Estate Appraiser, a Real Estate Property Manager and a Citizen with experience and background in social problems.

116.13.2 Terms of Office. In order that the terms of office of all members of the Board shall not expire at the same time, the initial appointments to the Board shall be as follows: Three (3) members for the term of two (2) years, three (3) members for the term of three (3) years, and three (3) members for the term of four (4) years. Thereafter, all appointments shall be for the term of three (3) years, provided that the term in all instances shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the Board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the Board.

116.13.3 Organization of the Board.

116.13.3.1 The members of the board shall elect a Chairman and a Vice Chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the Board. Election of officers shall be held at the first meeting after February First, and such officers shall hold office for one (1) year.

116.13.3.2 Five (5) members of the Board shall constitute a quorum necessary to hold a meeting or take any action.

116.13.3.3 A majority vote of the Board membership present and voting at a duly constituted meeting shall be sufficient to overrule, modify or affirm any action or decision of the Building Official or to take any other action within the scope of the power and duties of the Board.

116.13.3.4 Members shall serve without compensation but shall be entitled to reimbursement for necessary expenses incurred in the performance of their Official duties, upon approval by the legislative body adopting this Code.

116.13.3.5 No member of the Board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

116.13.3.6 The Building Official, or his or her designee, shall be the Secretary of the Board but shall have no vote.

116.13.3.7 The Chairman or the Secretary may call meetings of the Board, and meetings may be called by written notice signed by three (3) members of the Board.

116.13.3.8 Minutes and records shall be kept of all meetings of the Board and all meetings shall be public.

116.13.3.9 All hearings shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

116.13.3.10 Witnesses may be sworn and subpoenaed by the Board in a like manner as they are subpoenaed by the court or courts in the County in which this Code is adopted.

116.13.3.11 The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

116.13.3.12 Hearsay evidence may be used for the purpose of supplementing or explaining

any direct evidence but shall not be sufficient itself to support a finding unless it would be admissible over objection in civil actions.

116.13.3.13 The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions; and irrelevant and unduly repetitious evidence shall be excluded.

116.13.3.14 The Board may establish rules and regulations for its own procedure.

116.13.3.15 The Building Official shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the Board for the proper performance of its duties, and shall maintain a record of all proceedings in the office of the Building Official, and shall make available for copying any and all portions of the record of the proceeding and may certify the same as a true copy and make a reasonable charge therefore.

116.13.3.16 The Building Official shall provide a regular meeting place for the Board.

116.13.4 Duties and Powers of the Board. The board shall have the following duties, functions, powers, and responsibilities:

116.13.4.1 Hear and determine appeals from actions and decisions of the Building Official pursuant to the provisions thereof.

116.13.4.2 Hear and review the application of the Building Official for review of his action where his decision as indicated in a Notice of Violations has not been complied with.

116.13.4.3 Affirm, modify, or reverse the decision of the Building Official upon appeal or on application for review.

116.13.4.4 The Board, through its Secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the appointing authority in the event that authority shall consider the matter pursuant to applicable law in that regard made and provided.

116.13.4.5 Hear and determine appeals from actions and decisions of the enforcing agency pursuant to the provisions of the applicable Minimum Housing Code.

116.14 Duties of Legal Counsel. It shall be the duty of the attorney for the appointing authority, when so requested, to appear at all hearings before the Unsafe Structures Board and to represent and advise the Board.

116.15 Conflict of Interest. No Building Official, Board Member or employee charged with the enforcement of this law shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any Building Official, board member or employee give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

116.16 Alternative Board. As an alternative to use of its own Unsafe Structures Board, any municipality in Broward County may utilize by means of an applicable inter-local agreement, the Unsafe Structures Board of Broward County or that of another municipality located within Broward County.

Section 117 Powers and Duties of the Floodplain Administrator; Delegation, Administration, Enforcement, and Variances

117.1 Scope. In accordance with Section 553.73, Florida Statutes, the appointing Authority of Broward County or the Municipalities may delegate the authority to enforce the floodplain provisions of the Florida Building Code to a Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof.

117.2 Intent. A Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof, as designated, is authorized and directed to administer and enforce the flood provisions of the FBC and any adopted flood hazard ordinances. The designated authority shall delegate such duties and assignments as may be deemed necessary to carry out provisions of the FBC and any adopted flood hazard ordinances, to render interpretations consistent with the intent and purpose of these codes and may estab-

ii. 90% of customers rating services received via online survey 3.0 on higher on 1:5 scale (with 1 being Poor and 5 being Excellent)

2021 Average Audit Findings: 100% (735 audits conducted)

13) Certificate of Occupancy (AC251 4.2.5)

The content of any type of certificate issued by the City of Tamarac is required to follow the administrative provisions of the currently adopted Florida Building Code with Broward County Amendments. While reviewing the current Certificate of Occupancy form, it was determined that the following required information is not on the current Certificate.

1. Item 1 - Note as Permit Number instead of Application Number
2. Item 4 - A description of that portion of the structure for which the certificate is issued.
3. Item 5 - A statement that the at described portion of the structure has been inspected for compliance with the requirements of this Code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
4. Item 6 - the authority having jurisdiction.
5. Item 11 - The design occupant load and the number of persons for each floor and the allowable load live or dead per square foot for each floor in accordance with the provisions of this code. **(Potential Concern)**

14) Codes Adoption (AC251 Annex A – A2)

The City of Tamarac is required to enforce the Florida Building Code and the Broward County Amendments to the Florida Building Code pursuant to Chapter 71-575 of the Broward County Charter. Please see the Scope of Accreditation at the end of this Report for the codes and services covered by this Assessment.

Section 116.8 (Appeal and Review) of Chapter 1 of the Florida Building Code Broward County Amendments provides that the owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a Notice of Violation has been served by the Building Official, may appeal the decision of the Building Official as stated in the Notice of Violation, to the Unsafe Structures and Housing Appeals Board. The City of Tamarac currently does not have an Unsafe Structures and Housing Appeals Board. **(Potential Concern)**

15) Special Inspections (AC 251 Annex A – A7)

Broward County has adopted amendments to the Florida Building Code (FBC) contained in the "Broward County Amendments To the Florida Building Code 7th Edition (2020) Effective Date: December 31, 2020 Adopted on October 8, 2020. Section 101.2 Scope of

DRAFT

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC PROVIDING FOR HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD AT A RATE OF EIGHTY-EIGHT AND 45/100 DOLLARS ($88.45) PER HOUR FOR THE CODE ENFORCEMENT OFFICER AND THIRTY-SEVEN AND 70/100 DOLLARS ($37.70) PER HOUR FOR CLERICAL SUPPORT. INCLUDED IN SAID COSTS ARE CHARGES FOR MAILINGS, PUBLICATION, PHOTOS, POSTING OF PROPERTY, AND OTHER ANCILLARY COSTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is desirous to maintain the quality of life for the citizens of Tamarac and unsightly partially destroyed buildings is a detriment to this goal; and

WHEREAS, in the event a property owner does not repair or demolish his building within a specified time given by the Chief Building Official, only the Unsafe Structures Board has the authority to affirm the decision of the Chief Building Official to have the building repaired or demolished; and

WHEREAS, Broward County offers this service at a nominal fee to all Broward County municipalities and said fees are recoverable when appropriate liens and foreclosure of the property takes place; and

WHEREAS, the City previously entered into an agreement with Broward County for this service by Resolution No. R-2016-85, which expired on September 30, 2021; and

WHEREAS, Broward County has offered a new agreement at the rate of Eighty-eight and 45/100 Dollars ($88.45) per hour for the Code Enforcement Officer and Thirty-seven and 70/100 Dollars ($37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of Five Hundred and 00/100 ($500.00) without written authorization from City. All costs shall be properly documented, and such documentation provided to City with the monthly invoices; FOR A PERIOD THROUGH SEPTEMBER 30, 2027, attached hereto as Exhibit 1; and

WHEREAS, representatives of Broward County and the City of Tamarac have negotiated means and method to accomplish the objectives of providing Hearings by the Broward County Minimum Housing/Unsafe Structures Board by execution of this Interlocal Agreement, which, by its terms, shall provide for certain monetary payments from the City of Tamarac to the County; and

WHEREAS, available funds exist in the Building Department revenue budget for said purpose, and where all funds expended are recoverable as provided in Section 116.5.2 of the Broward County Administrative Code to the 7th Edition (2020) Florida Building Code, attached hereto as Exhibit 2; and

WHEREAS, the Chief Building Official recommends that the City enter into the Interlocal Agreement with Broward County providing for Hearings by the Broward County Minimum Housing/Unsafe Structures Board, attached hereto as Exhibit 1; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City officials to execute an Interlocal Agreement with the County regarding the provision of Hearings by the Broward County Minimum Housing/Unsafe Structures Board for real property located in the City of Tamarac.

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

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

SECTION 2: The appropriate City Officials are authorized to execute the attached Interlocal Agreement between the City of Tamarac and Broward County for the

provision of Hearings by the Broward County Minimum Housing/Unsafe Structures Board for real property located in the City of Tamarac (attached hereto as “Exhibit 1”) at rate of Eighty-eight and 45/100 Dollars ($88.45) per hour for the Code Enforcement Officer and Thirty-seven and 70/100 Dollars ($37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of Five Hundred and 00/100 ($500.00) without written authorization from City. All costs shall be properly documented, and such documentation provided to City with the monthly invoices; FOR A PERIOD THROUGH SEPTEMBER 30, 2027. All costs shall be properly documented, and such documentation provided to the City with the monthly invoices.

SECTION 3: Funding is available for these services in the building fund Contractual Services; Other Contractual Services Account.

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 _____, 2023.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

_____
HANS OTTINOT
CITY ATTORNEY

City of Tamarac
Interoffice Memorandum
City Manager's Office

To: **Levent Sucuoglu, City Manager**

From: George Folles, Chief Building Official /Department Director

Date: March 6, 2023

Re: **Interlocal Agreement Re: Minimum Housing/Unsafe Structures Board Temp Reso #13895**

Recommendation:
The Building Department recommends the placing of Temp. Reso. #13895 on the March 8, 2023, Commission agenda authorizing the appropriate City officials to execute the revised Interlocal Agreement between Broward County and the City of Tamarac providing for hearings by the Broward County Minimum Housing/Unsafe Structures Board.

Issue:
To provide a means to allow the city to remove or have repaired all unsafe structures in the city.

Background:
The City of Tamarac entered into an agreement with Broward County, Resolution No. R-2016-85, which was executed by Broward County on September 13, 2016, providing for hearings by the Broward County Minimum Housing/Unsafe Structures Board (copy on file with the City Clerk's Office). That agreement expired on September 30, 2021. Broward County has indicated their willingness to continue providing the same service; County shall provide services at the rate of Eighty-eight and 45/100 Dollars ($88.45) per hour for the Code Enforcement Officer and Thirty-seven and 70/100 Dollars ($37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. County shall not exceed a total cost, per case, of Five Hundred and 00/100 ($500.00) without written authorization from City. All costs shall be properly documented, and such documentation provided to City with the monthly invoices. The new agreement is for a term through September 30, 2027, and provides for annual increases not to exceed 5%. Included in said costs are charges for mailings, publication, photos, posting of property and other ancillary costs. All costs shall be properly documented, and such documentation provided to the City with the monthly invoices.

The Unsafe Structures Board has the power to order any building demolished that they deem; based on facts to be unsafe; they can affirm or deny a decision of the Building Official. They have the power to order the owners to reimburse the City for all monies expended in the process of declaring the building unsafe and maintaining same in a safe condition.

Fiscal Impact:
Available funds exist in the operating budget account number 150-3500-524-34-02.
Additionally, costs incurred pursuant to Unsafe Structures are fully recoverable.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 8, 2023

SUBMITTED BY: Germania Roman

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR13907

AGENDA SECTION: **REGULAR AGENDA**

TITLE: TR13907 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to submit a Grant application for the Recreational Trails Program to the Florida Department of Environmental Protection for the Sports Complex Multi-Purpose pathway Replacement Project in the amount of $320,000.00; providing for a match in local funds of $80,000.00 in the event of approval of the grant application; providing for acceptance of the award and execution of necessary documents pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Parks and Recreation recommends the above referenced item be placed on the agenda for the March 8, 2023 City Commission Meeting.

BACKGROUND:

The RTP is a federal program funded by the Federal Highway Administration and the program is administered on the state level by the FDEP. This program provides grant funding for the purpose of renovation, development or maintenance of non-motorized trails. The City will be applying for a $320,000 grant, which will require a 20% or $80,000 local match to replace the current asphalt pathway in the Sports Complex with a concrete pathway.

The Sports Complex Pathway replacement project will be included in the City of Tamarac FY 2024 Capital

Improvement Program (CIP) budget. This project was originally scheduled for a future year, but over the past year, the condition of the current pathway has deteriorated. The scope of the project includes replacing the current six (6) foot wide asphalt pathway with an eight (8) foot wide concrete pathway. The wider pathway will safely accommodate multiple users and uses, while the concrete will provide a more uniform surface.

Provision of a non-motorized use trail such as the one at the Sports Complex meets the criteria for the RTP grant. Therefore, the attached Resolution authorizes:

- Submittal of a RTP grant application to FDEP, providing required support for the Sports Complex Pathway Replacement project
- An application in an amount up to the maximum award of $320,000
- A required match in local funds of $80,000
- Acceptance of the award pending legal review in the event of approval of the application
- Authorization for the appropriate City officials to execute necessary documents for the grant agreement

ISSUE:

The City of Tamarac recommends submitting a Recreational Trails Program (RTP) grant application through the Florida Department of Environmental Protection (FDEP) for the Sports Complex Pathway Replacement project.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR 13907 MEMO RTP Sports Complex Pathway.docx
TR 13907 RESO RTP Sports Complex Pathway.docx

City of Tamarac
Interoffice Memorandum
Department

To: Levent Sucuoglu, City Manager

Thru: Maxine Calloway, Assistant City Manager

From: Greg Warner, Director of Parks and Recreation

Date: March 8, 2023

Re: **TR#13907: Application for grant funding: 2023 Recreational Trails Program Grant for the Sports Complex Pathway Replacement Project**

Recommendation:
The Director of Parks and Recreation recommends the above referenced item be placed on the agenda for the March 8, 2023 City Commission Meeting.

Issue:
The City of Tamarac recommends submitting a Recreational Trails Program (RTP) grant application through the Florida Department of Environmental Protection (FDEP) for the Sports Complex Pathway Replacement project.

Background:
The RTP is a federal program funded by the Federal Highway Administration and the program is administered on the state level by the FDEP. This program provides grant funding for the purpose of renovation, development or maintenance of non-motorized trails. The City will be applying for a $320,000 grant, which will require a 20% or $80,000 local match to replace the current asphalt pathway in the Sports Complex with a concrete pathway.

The Sports Complex Pathway replacement project will be included in the City of Tamarac FY 2024 Capital Improvement Program (CIP) budget. This project was originally scheduled for a future year, but over the past year, the condition of the current pathway has deteriorated. The scope of the project includes replacing the current six (6) foot wide asphalt pathway with an eight (8) foot wide concrete pathway. The wider pathway will safely accommodate multiple users and uses, while the concrete will provide a more uniform surface.

Provision of a non-motorized use trail such as the one at the Sports Complex meets the criteria for the RTP grant. Therefore, the attached Resolution authorizes:

- Submittal of a RTP grant application to FDEP, providing required support for the Sports Complex Pathway Replacement project
- An application in an amount up to the maximum award of $320,000
- A required match in local funds of $80,000
- Acceptance of the award pending legal review in the event of approval of the application
- Authorization for the appropriate City officials to execute necessary documents for the grant agreement

Fiscal Impact

As this is an application for grant funding, there is no fiscal impact unless a grant is awarded.
A match in the amount of $80,000 is required as part of the grant program and funding for this project will be included in the FY 2024 CIP budget request.



Greg Warner

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SUBMIT A GRANT APPLICATION FOR THE RECREATIONAL TRAILS PROGRAM (RTP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SPORTS COMPLEX MULTI-PURPOSE PATHWAY REPLACEMENT PROJECT IN THE AMOUNT OF $320,000.00; PROVIDING FOR A MATCH IN LOCAL FUNDS OF $80,000.00 IN THE EVENT OF APPROVAL OF THE GRANT APPLICATION; PROVIDING FOR ACCEPTANCE OF THE AWARD AND EXECUTION OF NECESSARY DOCUMENTS PENDING LEGAL REVIEW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City desires to enrich the quality of life by improving parks and amenities throughout the City ; and

WHEREAS, The Recreational Trails Program (RTP) is a Federal Grant program funded by the Federal Highway Administration and administered at the State level by the Florida Department of Environmental Protection to fund the renovation, development or maintenance of non-motorized trails ; and

WHERAS, the grant application to (RTP) will be in the amount of $320,000 for the renovation of the Tamarac Sports Complex Pathway; and

WHEREAS the City of Tamarac is required a twenty percent match of local funding in the amount of $80,000; and

WHEREAS, the Director of Parks and Recreation, Public Services and Financial Services recommend submission of the Recreational Trails Program Grant application and acceptance of the award in the event of approval ;

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

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

SECTION 2: The City Commission of the City of Tamarac HEREBY provides approval of an application to be submitted to the Florida Department Environmental Protection for the Recreational Trails Program grant in the amount

of $320,000 with a local match of $80,000 and in the event of approval authorizes the acceptance of the award and further authorizes the appropriate City officials to execute the grant agreement.

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 _____,

2023.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM.WRIGHTJR.	_____
DIST 3: COMM. VILLALOBOS	_____
DIST 4: COMM. DANIEL	_____

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

HANS OTTINOT
CITY ATTORNEY

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 8, 2023

SUBMITTED BY: Neysa Herrera

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER:

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2519 - An Ordinance of the City of Tamarac, Florida; Granting to Peoples Gas System, Inc., A Non-Exclusive Natural Gas Franchise Agreement to Use the Public Rights of Way of the City of Tamarac, Florida, And Prescribing the Terms and Conditions Under Which Said Franchise May Be Exercised; Making Findings; Providing for Conflicts; Providing for Scrivener Errors; Providing for Severability; And Providing for An Effective Date.

RECOMMENDATION: It is recommended that the City Commission consider approving TO 2519 granting a non-exclusive natural gas franchise agreement to People's Gas System, Inc., providing for a 6% franchise fee.

BACKGROUND: Section 7.19 of the City of Tamarac's Charter, provides "the Commission may, by ordinance, except where referendum is required after public notice and public hearings, grant a nonexclusive franchise to any individual, company, firm, or corporation to exercise public functions in the city and to construct and operate any and all public utilities in the city and in, under, or over the streets and public places of the city, and to use such public property in connection therewith; but no franchise or renewal thereof shall be for a longer period than forty (40) years."

On January 23, 2008, the City Commission enacted Ordinance 2008-01 authorizing the execution of a franchise agreement for construction, operation, operation, and maintenance of gas system facilities with Tampa Electric Company D/B/A People's Gas Systems, providing for a 6% franchise fee.

The agreement was approved for a period of ten (10) years commencing on January 23, 2008, and extending to

January 23, 2018, and provided for an additional five (5) year renewal option, which the City exercised.

The City Manager's Office and the City Attorney's Office have worked with Peoples Gas System to negotiate a new franchise agreement that grants the company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under the City's right-of-way, a Distribution System, subject to the terms and conditions contained in the agreement herein attached (TO2519). The provisions in this draft agreement ensure that service areas within the City's corporate limits are adequately provided with natural gas service. This draft agreement also allows the City to retain control over the use of public rights-of-way by providers of gas to ensure against interference with the public convenience and promote the planned and efficient use of limited right-of-way space.

The term of the proposed agreement shall be for an initial period of ten (10) years from the effective date of this Ordinance, followed by two (2) consecutive, automatic five (5) year period extensions unless written notice of non-renewal is given pursuant to the terms of the agreement.

Under this agreement People's Gas System agrees to pay the City a monthly franchise fee equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale and transportation of Natural Gas to customers within the corporate limits of the City. This franchise rate is consistent with the last agreement signed between the City and Peoples Gas System. The Company has advised that it currently has fourteen (14) commercial and no residential customers in the City.

ISSUE:

On January 23, 2008, Peoples Gas System and the City of Tamarac entered into a non-exclusive franchise agreement **(Exhibit 1)** for a ten (10) year period and one additional five (5) year renewal. The additional renewal was exercised. Therefore, staff has negotiated a new agreement with Peoples Gas System for City Commission consideration.

ATTACHMENTS:

TR 2519 MEMO Franchise Agreement with Peoples Gas System.pdf
TO 2519 - Franchise Agreement- PGS - City of Tamarac.pdf
Exhibit 1 - City of Tamarac Ordinance O-2008-001.pdf

City of Tamarac
Interoffice Memorandum
CITY MANAGER'S OFFICE

To: **Kathleen Gunn, City Manager**

From: **Neysa Herrera, Assistant to the City Manager**

Date: **December 6, 2022**

Re: **An Ordinance of the City of Tamarac, Florida; Granting to Peoples Gas System, Inc., A Non-Exclusive Natural Gas Franchise Agreement to Use the Public Rights of Way of the City of Tamarac, Florida, And Prescribing the Terms and Conditions Under Which Said Franchise May Be Exercised; Making Findings; Providing for Conflicts; Providing for Scrivener Errors; Providing for Severability; And Providing for An Effective Date –Temp. Ordinance No. 2519**

Recommendation:
It is recommended that the City Commission consider approving TO 2519 granting a non-exclusive natural gas franchise agreement to People's Gas Systems, providing for a 6% franchise fee.

Issue:
On January 23, 2008, Peoples Gas System and the City of Tamarac entered into a non-exclusive franchise agreement **(Exhibit 1)** for a ten (10) year period and one additional five (5) year renewal. The additional renewal period has been exercised. Therefore, staff has negotiated a new agreement with Peoples Gas System for City Commission consideration.

Background:
Section 7.19 of the City of Tamarac's Charter, provides "the Commission may, by ordinance, except where referendum is required after public notice and public hearings, grant a nonexclusive franchise to any individual, company, firm, or corporation to exercise public functions in the city and to construct and operate any and all public utilities in the city and in, under, or over the streets and public places of the city, and to use such public property in connection therewith; but no franchise or renewal thereof shall be for a longer period than forty (40) years."

On January 23, 2008, the City Commission enacted Ordinance 2008-01 authorizing the execution of a franchise agreement for construction, operation, operation, and maintenance of gas system facilities with Tampa Electric Company D/B/A People's Gas Systems, providing for a 6% franchise fee.

The agreement was approved for a period of ten (10) years commencing on January 23, 2008, and extending to January 23, 2018, and provided for an additional five (5) year renewal option, which the City exercised.

The City Manager's Office and the City Attorney's Office have worked with Peoples Gas System to negotiate a new franchise agreement that grants the company the non-exclusive right,

privilege, and franchise to lay, erect, construct, operate and maintain in, on or under the City's right-of-way, a Distribution System, subject to the terms and conditions contained in the agreement, attached to TO2519. The provisions in this draft agreement ensure that service areas within the City's corporate limits are adequately provided with natural gas service. This draft agreement also allows the City to retain control over the use of public rights-of-way by providers of gas to ensure against interference with the public convenience, and promote the planned and efficient use of limited right-of-way space.

The term of the proposed agreement shall be for an initial period of ten (10) years from the effective date of this Ordinance, followed by two (2) consecutive, automatic five (5) year period extensions unless written notice of non-renewal is given pursuant to the terms of the agreement.

Under this agreement Peoples Gas System agrees to pay the City a monthly franchise fee equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale and transportation of Natural Gas to customers within the corporate limits of the City. This franchise rate is consistent with the last agreement signed between the City and Peoples Gas System. The Company has advised that it currently has fourteen (14) commercial and no residential customers in the City.

Fiscal Impact:

Based on the most recent four years of actual revenue (FY19 - FY22) received by the City, it is estimated that the City will receive an average of $58,000 in revenue per year from this agreement's franchise fee.

Attachments

TO 2519 - New Franchise Agreement Between the City of Tamarac and People's Gas System

Exhibit 1: Ordinance 2008-01 –Franchise Agreement Between the City of Tamarac and People's Gas System

NATURAL GAS
FRANCHISE AGREEMENT
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TAMARAC, FLORIDA; GRANTING TO PEOPLES GAS SYSTEM, INC., A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF TAMARAC, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 7.19 of the City of Tamarac Charter grants the City Commission the authority to grant a non-exclusive franchise to any individual, company, firm, or corporation to exercise public functions in the City of Tamarac ("City"); and

WHEREAS, the City finds it in the public interest to retain control over the use of public rights-of-way by providers of gas to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space, and to protect the public investment in right-of-way property and public utility easements; and

WHEREAS, there is currently in effect a franchise agreement between the City and Peoples Gas System, Inc., a Florida Corporation ("Company"), granting the Company, its successors, and assigns a natural gas distribution non-exclusive franchise; and

WHEREAS, the Company and the City desire to enter into a new franchise agreement for a period of ten (10) years commencing from the date provided herein, with two (2) automatic five (5) year period extensions unless written notice of non-renewal is given pursuant to the terms of this Agreement; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

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

Section 1: Recitals. The foregoing recitals are true and correct and hereby adopted as the legislative and administrative findings of the City Commission.

Section 2: Definitions

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.

B. "City" shall mean the City of Tamarac, Broward County, Florida, its successor, and assigns.

C. "Company" shall mean Peoples Gas System, Inc., a Florida corporation, its successors, and assigns.

D. "Distribution System" shall mean all transmission pipelines, main pipelines, and service lines, together with all tubes, traps, vents,

vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures, and other appurtenances, as are used or useful in the sale, distribution, transportation, or delivery of Natural Gas and as are situated within the corporate limits of the City.

E. “Effective Date” shall mean the date this Franchise becomes Effective as described in Section 22 below.

F. “Franchise” or "Franchise Agreement" shall mean this agreement, as passed, and adopted by the City and accepted by the Company, as provided in Section 22 below.

G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.

H. “Gross Revenues” shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.

I. “Natural Gas” or “Gas” shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer’s premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as “bottled gas”).

J. “Person” shall mean any individual, firm, partnership, estate, corporation, company, or other entity, including, but not limited to, any government entity.

K. “Right-of-Way” means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place, or other right-of-way that is owned by the City.

Section 3: Grant

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-

of-Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with, the City, a Distribution System subject to the terms and conditions herein contained.

Section 4: Term

The Franchise shall be for an initial period of ten (10) years from the effective date of this Ordinance, followed by two (2) consecutive, automatic extension periods of five (5) year terms, unless one of the parties provides written notice to the other not less than 180 days' prior to the expiration of the then current term that it does not want the Franchise to automatically renew. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the then current term.

Section 5: Assignment

A. The Franchise hereby granted shall not be leased, assigned, or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical

property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

Section 6: City Covenant

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

Section 7: Use of Streets

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-Way, and said Rights-of-Way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-Way, it shall make application for a permit to the appropriate City authority and pay any associated application fee charged by the City. The City shall issue, or if applicable deny, permits within thirty (30) business days of application by the Company. The Company shall place such Rights-of-Way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Rights-of-Way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the actual cost of such restoration to the Company plus a ten percent (10%) addition to defray administrative and engineering costs.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement. All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

Section 8: Laying Of Pipe

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations, and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

Section 9: Construction Work

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-Way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-Way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-Way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within

the Rights-of-Way, it shall be deemed necessary by the City to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person to use said Rights-of-Way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

Section 10: Franchise Fee

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the City, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale and transportation of Natural Gas to Customers within the corporate limits of the City. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

If Company, or any company which is a subsidiary, affiliate, or other related entity to Company that is in the business of distributing and selling Natural Gas, pays a franchise fee rate to any county or municipality located in Palm Beach, Broward or Miami-Dade County as a condition, or in consideration for, the right to transact a local utility business in that county or municipality that is greater than the franchise fee rate set forth in Section 11 of this Ordinance (i.e., 6%), Company shall notify the City in writing of the details of the franchise fee rate greater than six percent (6%) within 60 days of the effective date of the franchise fee rate, at which time the Franchise granted in accordance with this Ordinance shall be automatically amended to include the requirement that Company make franchise fee payments to City equal to the franchise fee rate that is greater than the six percent (6%) franchise fee rate provided for herein, unless grantee, within 30 days after such notice, notifies the City in writing that it will not make the payments. In such case any Franchise granted by this Ordinance shall be automatically revoked.

It is the intent and agreement of City and Company that Company shall not be required to pay City a franchise fee rate hereunder of a percentage greater than that paid to City by any other gas provider utilizing City's rights-of-way on such gas provider's revenues attributable to services that are the same or substantially the same as those performed by Company. If City imposes a lesser franchise fee rate, or no franchise fee rate, or is permitted by law to impose a franchise fee rate on another gas provider that is utilizing the rights-of-way and providing or seeking to provide services in competition with Company to customers within City's municipal boundaries and does not collect such a franchise fee rate or collects a lesser rate than that provided herein, then the Company

may, at its option, demand that the franchise fee rate payable hereunder be adjusted so as to be consistent with the lesser franchise fee rate, or no franchise fee rate charged to such other gas provider. It is further the intent and agreement of City and Company that Company should not be placed at a competitive disadvantage by the payments required hereunder in the event other gas companies provide services in competition with Company without utilizing City's rights-of-way as provided herein.

Section 11: Identification of City Residents

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

Section 12: Accounts And Records

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated

representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

Section 13: Insurance

During the term of this Franchise, the Company shall keep in effect at all times during the effective period hereof, a general liability insurance policy or policies or evidence of self-insurance with a limit of no less than $5,000,000 combined single limits. The above policies shall name City of Tamarac as an additional insured and shall remain in full force and shall be undiminished during the effective period of this Ordinance. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

The Company shall provide a certificate of insurance evidencing the required insurance coverage. Company shall notify the City, in writing, at least thirty (30) days before any material alteration, material modification, or cancellation of such policy is to become effective.

Section 14: Indemnification

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of

action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the City in connection with any such claim, suit or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; **provided, however,** that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, Inc. 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.

Section 15: Termination by City

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination this

Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after receipt of service by certified U.S. mail or tracked overnight courier of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the City, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

If the Company does not cure the violation(s) within the sixty (60) day period or within a period in excess of sixty (60) days as agreed to by the parties, then the City shall have the right to terminate the Agreement with no further notice.

Section 16: Changes in Provisions Hereof

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

Section 17: Severability; Change In Law

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should

elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

Section 18: Governing Law and Venue

This Franchise shall be governed by the laws of the State of Florida and applicable federal law. Venue for any dispute concerning this Franchise shall be a court of competent jurisdiction in Broward County.

Section 19: Conflicting Provisions

Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply. This Ordinance shall supersede any other Ordinance granting a franchise to the Company.

Section 20: Scrivener Errors

Any scrivener or typographical errors that do not affect any substantive provision of this Ordinance may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

Section 21: Severability

If any clause, section, other part, or application of this Ordinance 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 Ordinance.

Section 22: Effective Date

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof.

PASSED, FIRST READING this ___ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2023.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1st Reading

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. VILLALOBOS	_____
DIST 4: COMM. DANIEL	_____

RECORD OF COMMISSION VOTE: 2nd Reading

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. VILLALOBOS	_____
DIST 4: COMM. DANIEL	_____

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

_____
HANS OTTINOT
CITY ATTORNEY

ACCEPTED THIS ___ DAY OF JANUARY 2023

PEOPLES GAS SYSTEM, INC.

By: _____
Name: _____
Title: _____

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2008-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE AND TO OTHERWISE ENTER INTO THAT CERTAIN FRANCHISE AGREEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF GAS SYSTEM FACILITEIS WITH TAMPA ELECTRIC COMPANY D/B/A PEOPLE'S GAS SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of Tamarac ("City") recognizes that the City and its residents need and desire alternative energy sources for their businesses and residences; and

WHEREAS, the provision of alternative energy sources to businesses and residences requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City does not desire to undertake to provide such services; and

WHEREAS, Tampa Electric Company d/b/a People's Gas ("TECO") is a public utility which has demonstrated ability to supply such services; and

WHEREAS, TECO desire to enter into a franchise agreement providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying natural gas and/or commingled gas and/or manufactured gas which is distributed in pipes within the City, free of competition from the City, pursuant to the terms and conditions contained in the franchise agreement; and

WHEREAS, this Ordinance, upon adoption, shall be deemed to be consistent with Section 7.19 of the Charter of the City of Tamarac, and shall, by its terms, approve, and authorize the execution of the franchise agreement between the City of Tamarac and Tampa Electric Company d/b/a People's Gas System for Construction, Operation, and Maintenance of Gas System Facilities, and shall validate each of the terms, conditions, and provisions of the franchise agreement; and

WHEREAS, the City Commission finds that entering into the franchise agreement with TECO is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Tamarac.

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

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

SECTION 2: The franchise agreement attached hereto as Exhibit "A", which is incorporated herein by reference, referred to as "Franchise Agreement for Construction, Operation, and Maintenance of Gas System Facilities," be, and the same is hereby accepted by the City Commission for the City of Tamarac.

SECTION 3: The Mayor of the City of Tamarac is hereby authorized and directed, on behalf of the City of Tamarac to execute and to otherwise enter into the Franchise Agreement for Construction, Operation, and Maintenance of Gas System Facilities by and between Tampa Electric Company d/b/a People's Gas System.

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

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

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

PASSED, FIRST READING this 9th **DAY OF** January, 2008.
PASSED, SECOND READING this 23rd **DAY OF** January, 2008.

BY: Beth Flansbaum-Talabisco
BETH FLANSBAUM-TALABISCO

ATTEST:
Marion Swenson
MARION SWENSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR TALABISCO	yes
DIST 1: V/M PORTNER	yes
DIST 2: COMM. ATKINS-GRAD	yes
DIST 3: COMM. SULTANOF	yes
DIST 4: COMM. DRESSLER	yes

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

Samuel S. Goren 1/2/08
SAMUEL S. GOREN
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR TALABISCO	yes
DIST 1: V/M PORTNER	yes
DIST 2: COMM. ATKINS-GRAD	yes
DIST 3: COMM. SULTANOF	yes
DIST 4: COMM. DRESSLER	yes

FRANCHISE AGREEMENT FOR
CONSTRUCTION, OPERATION AND MAINTENANCE
OF GAS SYSTEM FACILITIES

This Agreement to Construct, Operate and Maintain Gas System Facilities in the City of Tamarac, Florida, is entered into on the 23 day of January, 2008, by and between:

CITY OF TAMARAC, FLORIDA
a Florida Municipal Corporation
7525 NW 88th Avenue
Tamarac, FL 33321
(hereinafter "GRANTOR")

and

PEOPLES GAS SYSTEM
A division of TAMPA ELECTRIC COMPANY
16101 West Dixie Highway
North Miami Beach, Florida 33160
(hereinafter "GRANTEE")

WHEREAS, it is in the public interest of the citizens of the City of Tamarac to ensure that service areas within its corporate limits are adequately provided with high quality gas service; and

WHEREAS, GRANTOR finds it in the public interest to retain control over the use of public rights-of-way by providers of gas to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space, and to protect the public investment in right-of-way property and public utility easements; and

WHEREAS, GRANTOR finds it in the public interest to attract high-quality providers of gas and that this can be accomplished through reasonable regulation; and

WHEREAS, GRANTOR finds that the granting of nonexclusive franchises is the best means of assuring that the above-described interests of GRANTOR are promoted; and

WHEREAS, GRANTEE has indicated to GRANTOR that it is willing to undertake the installation and operation of gas facilities pursuant to this franchise from GRANTOR; and

WHEREAS, after due notice to the public, the City Commission of the City of Tamarac held a public hearing affording all interested parties an opportunity to address the City Commission concerning the granting of a non-exclusive franchise in the City of Tamarac to GRANTEE; and

WHEREAS, after the close of said public hearing and due deliberation, the City Commission of the City of Tamarac voted to award a franchise to GRANTEE; and

WHEREAS, the parties agree to this Franchise Agreement; now, therefore

IN CONSIDERATION of Ten and xx/100 Dollars ($10.00) in hand paid to GRANTOR, together with the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Acknowledgments.

1.01 The receipt and adequacy of the consideration afforded to and by both parties is specifically acknowledged.

1.02 The above recitals are acknowledged and incorporated herein.

Section 2. Definitions.

2.01 For the purpose of this Agreement, the following terms, phrases, words, abbreviations and their derivations shall have the meanings given herein:

(a) Facilities shall mean and include, but not be limited to, pipes, gas mains, supply pipes, conduits, ducts and other means of conveyance of gas, for the purpose of supplying gas, located or to be located in, under and/or over the City of Tamarac, Florida.

(b) Gas shall mean natural gas and/or commingled gas and/or manufactured gas which is distributed in pipes. It shall not mean bottled gas or any other fuel.

(c) Street shall mean the surface of and the space above and below any public rights-of-way, road, bridge, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or other easement now or hereafter held by the City for the purpose of public travel as they now exist, or as they may be established at anytime during the term of this franchise.

Section 3. Franchise.

3.01 For the term of this Agreement, GRANTOR hereby grants to GRANTEE a non-exclusive franchise and a concomitant obligation to construct, operate and maintain gas system facilities within the municipal boundaries subject to the conditions set forth in this Agreement.

3.02 There is hereby granted to GRANTEE a non-exclusive right to erect, install, extend, maintain, and operate a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances in, on, and under the streets,

alleys, avenues, easements, and other public ways and places within the limits of the franchise for the purpose of transporting, distributing, and selling gas to GRANTOR, its inhabitants and the public generally for domestic, commercial, and industrial uses, and for any and all other purposes for which gas, during the period of this grant, may be used, together with the right at times approved by GRANTOR to enter upon the streets of said GRANTOR for the purpose of removing and repairing said facilities or equipment.

3.03 This grant of authority is limited to GRANTEE and to the provision of gas service. In the event GRANTEE desires to use its existing facilities, or construct new facilities, in order to provide other services to existing or potential consumers or resellers, GRANTEE must obtain additional and separate permission from GRANTOR for such activities.

Section 4. Use and Maintenance of Public Rights-of-Way and Public Utility Easements.

4.01 GRANTEE's gas system facilities shall be located or relocated and so constructed as to interfere as little as possible with existing sewers, water pipes, electrical conduits, communications cables or other public utility service facilities. The location or relation of all facilities shall be made after GRANTEE shall have received and paid for all applicable permits and approvals and permissions from GRANTOR and such other governmental entities as may be necessary, and shall be subject to the supervision and approval of the City Engineer or such other representative of the GRANTOR as may be designated by the City Manager, provided that the GRANTOR shall not unreasonably interfere with the proper location or operation of GRANTEE's facilities and services. In the event that GRANTEE is acting in its proprietary function as a retail provider of gas equipment, appliances, etc., GRANTEE shall obtain the appropriate building permits from the GRANTOR's Building Division. GRANTEE shall cooperate with the GRANTOR at all times by making available for review timely and complete information regarding the location of its facilities and structures, along with such maps including GIS, plats, construction documents and drawings as may exist or be created from time to time.

4.02 GRANTEE shall, at its own expense, replace, repair and restore without delay any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil or dirt that may be damaged or displaced by GRANTEE in the conduct of its operations, and shall restore the same to a condition equivalent to the condition thereof immediately prior to the work and/or changes made by the GRANTEE. GRANTEE shall notify the City Engineer or other designated representative of the GRANTOR, when repair, replacement or other work is being conducted and is completed. GRANTEE shall take safety precautions to alert the public of such work which may include, but is not limited to, barricades and signs. Upon failure of the GRANTEE or GRANTEE's sub-contractors to: (a) place barricades or signs around the work area within twenty four (24) hours; (b) take

safety precautions to alert the public of such work within twenty four (24) hours; and (c) fail to repair, place and restore any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil or dirt, etc., after twenty (20) days notice in writing shall have been given to the GRANTEE by the GRANTOR, or after twenty four (24) hours notice if the lack of repair or replacement, damage or displacement by GRANTEE results in a dangerous or hazardous condition as determined by the City Engineer or other representative of the GRANTOR, the GRANTOR may do either of the following at its discretion:

(A) Withhold the issuance of further permits to the GRANTEE or GRANTEE's sub-contractors until the affected rights-of-way and/or public utility easements are repaired or restored in accordance with the GRANTOR's standards; or

(B) The GRANTOR may repair such portion of the sidewalk, street, or other rights-of-way that may have been disturbed or damaged by the GRANTEE or replace any excavation, and the cost to the GRANTOR of same plus a sum equal to ten percent (10%) of said cost, to defray administrative and engineering costs, shall be reimbursed to the GRANTOR by the GRANTEE. The facilities of the GRANTEE shall not be set so as to obstruct or interfere with the public uses of said streets, rights-of-way or easements.

GRANTOR has the right to conduct emergency repairs to any facilities (other than facilities of GRANTEE) damaged due to the fault or negligence of GRANTEE if such damage harms or inconveniences the public at 100% of GRANTOR'S reasonable cost.

4.03 GRANTOR shall not be liable to the GRANTEE for any cost or expense in connection with such location or relocation of GRANTEE's facilities made necessary by the GRANTOR's improvement of any of the present and future public rights-of-way used or occupied by the GRANTEE hereunder except, however, the GRANTEE shall be entitled to reimbursement of its costs as may be provided by law.

Section 5. Term of Franchise.

5.01 Subject to the termination rights of the GRANTOR, this franchise shall remain in full force and effect for a period of ten (10) years commencing on January 23, 2008 and extending to January 23, 2018; provided furthermore, that this franchise may thereafter be renewed at the option of the GRANTOR for an additional five (5) year period upon the same terms, conditions and limitations imposed hereby. The GRANTOR shall give notice to the GRANTEE of its intent to extend this Franchise Agreement at the end of the first option period, which notice shall be delivered to

the GRANTEE by certified mail, return receipt requested, not later than ninety (90) calendar days prior to termination.

Section 6. Franchise Fee.

6.01 The GRANTEE, its successors and assigns shall pay monthly to the GRANTOR, or its successors and assigns, for the privilege of operating a gas system under this franchise a fee equal to six percent (6%) of GRANTEE's Gross Receipts received by the GRANTEE, less any adjustments for uncollected accounts, for the delivery of gas to customers within the GRANTOR's corporate limits. Except for uncollected accounts, no deductions from or offsets to Gross Receipts shall be permitted. The GRANTEE shall remit to the GRANTOR's Financial Services Department the franchise fee payment monthly, along with remittance form to be prescribed and provided by the Director of Financial Services and to be sworn to by an official of the GRANTEE. The remittance form shall list monthly and cumulative year-to-date Gross Receipts (based on the City's fiscal year, including any equivalent value received) and compute the franchise fee by multiplying the percentage rate times the Gross Receipts. The remittance form shall be signed and dated by the GRANTEE. The GRANTEE, its successors and assigns, shall pay to the GRANTOR and its successors, an amount which, without deductions (except for uncollected accounts), is equal to six percent (6%) of the GRANTEE' s Gross Receipts for sale and transportation of natural gas to residential, commercial and industrial customers within the corporate limits of the GRANTOR. Payment for each month shall become due thirty (30) days after the end of that month. The last monthly payment for each fiscal year shall be adjusted to reflect any underpayment or overpayment by the GRANTEE of the sum required to be paid to the GRANTOR.

6.02 In the event any monies due and owning under section 6.01 above are not timely paid as specified therein, the GRANTOR may impose and the GRANTEE agrees to pay, a late charge equal to one and one-half percent (1.5%) per month on the unpaid balance. Should a dispute arise regarding the monies owed under section 6.01, no late charge will apply to the amount in dispute unless ultimately resolved against the GRANTEE.

6.03 Should any of GRANTEE's payments as required under this section be delinquent for thirty (30) days, the GRANTOR may proceed under section 15 herein.

6.04 As a further consideration of this franchise, the GRANTOR agrees not to engage in the business of distributing and/or selling natural, manufactured or other gas during the life of this franchise or any extensions thereof in competition with the GRANTEE, its successors and assigns.

6.05 If, during the term of this franchise, the GRANTOR, by Franchise Agreement or Ordinance, allows other gas providers, gas consumers or gas transporters

("Alternate Gas Providers") the right, privilege or franchise to construct, maintain, operate or use gas facilities in, under, upon, over or across the present or future streets, alleys, bridges, easements or other public places of the GRANTOR, for the purpose of supplying or delivering natural, manufactured or other gas to consumers located within the corporate limits of the GRANTOR or receiving such gas from a person other than GRANTEE within such corporate limits, and imposes a franchise compensation obligation or an equivalent on such Alternate Gas Provider for any customer or class of customers that is less than that imposed with respect to the same customer or class of customers under this Franchise Agreement, the franchise compensation rate and/or base to which such rate is applied with respect to the same class of customers shall be reduced under this Agreement so that the franchise compensation paid hereunder for such customer class is not greater than the franchise compensation payable by such Alternate Gas Provider under the Franchise Agreement or Ordinance applicable to it, when compared on a dollars-per-dollar basis. In the event that the GRANTOR determines not to impose any franchise compensation by agreement, ordinance or otherwise on any such Alternate Gas Provider, GRANTEE's obligation to pay a franchise fee with respect to revenues derived from the provision of service to the involved class of customers under this Agreement thereafter shall be extinguished.

6.06 GRANTEE has been informed that the electric franchise agreement that the GRANTOR will be negotiated and renewed. GRANTOR agrees that if the renegotiated electric franchise agreement allows the franchise fee to be deducted for taxes, licenses, permits and/or other impositions levied or assessed by GRANTOR then GRANTEE shall be immediately allowed to deduct the same costs from its monthly payment.

Section 7. Insurance.

The following insurance coverages shall be maintained:

7.01 Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars ($100,000.00) per accident. GRANTEE agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

7.02 Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by GRANTEE in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

7.03 Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$2,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in the Agreement.

7.04 GRANTEE shall furnish requisite certificates of insurance and additional named insured endorsement to GRANTOR's Risk Management Coordinator before the effective date of this Agreement. Said certificates shall specifically call for no cancellation without thirty (30) days prior written notice to the GRANTOR and the GRANTOR's Risk Management Coordinator.

Neither GRANTEE nor any subcontractor of the GRANTEE shall commence work under this agreement until GRANTEE has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of an insurance certificate. The GRANTEE may meet any of the coverage requirements outlined above by this Section 7 in whole or in part with self-insurance.

Section 8. Indemnification.

8.01 GRANTEE shall indemnify, defend, save and hold harmless, the GRANTOR and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities, of any nature whatsoever, to the extent arising out of, because of or due to breach of this Agreement by GRANTEE, its subcontractors, agents or employees or due to any negligent or wrongful act or occurrence of omission or commission of GRANTEE, its subcontractors, agents or employees, while engaged in any work relating directly or indirectly to performance of this Agreement. Neither GRANTEE nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the GRANTOR or any of its officers, agents or employees.

8.02 Nothing in this Agreement waives or alters or is intended to waive or alter any of the rights, privileges or immunities afforded to GRANTOR under Florida Statute 768.28 or the common law.

Section 9. Books and Records.

9.01 The GRANTEE shall keep, at the local office, records of gross receipts and charges therefore, and the GRANTOR shall have the right to review those records.

Section 10. Point of Contact.

10.01 All dealings, contacts, notices, etc., between the GRANTEE and the GRANTOR shall be directed by the GRANTEE to the Director of Public Works, City of Tamarac, Florida, and by the GRANTOR to the designated representatives of the GRANTEE.

Section 11. Independent Contractor Status.

11.01 GRANTEE is and shall at all times remain as to the GRANTOR a wholly independent contractor. Neither the GRANTOR nor any of its officers, agents or employees shall have control over the conduct of GRANTEE nor any of GRANTEE's employees except as expressly set forth herein. GRANTEE shall not at any time nor in any manner represent that it or any of its agents or employees are in any way agents or employees of the GRANTOR.

Section 12. Compliance With Applicable Laws.

12.01 GRANTEE shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, disability, or national origin in the performance of work under this Agreement.

12.02 GRANTEE specifically warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GRANTEE, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

12.03 For the breach or violation of this Section, the City Commission shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Section 13. Assignment Limitation.

13.01 The franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with prior, express, written consent of the GRANTOR which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the GRANTEE may, without consent of the GRANTOR, lease, assign or otherwise alienate and transfer this franchise in connection with the lease or sale of its gas facilities or upon its merger or consolidation with any other corporation, or pledge or mortgage such franchise in connection with the physical property owned and used by it in the operation of its gas facilities for the purpose of securing payment of funds borrowed by the GRANTEE. GRANTEE shall provide GRANTOR with notice of the aforementioned relating to the lease or sale of its gas facilities.

Section 14. Revocation of Franchise.

14.01 Failure on the part of the GRANTEE to comply in any material respect with any of the provisions of this Franchise Agreement, shall be grounds for termination and forfeiture of this franchise, but no such termination shall take effect if the reasonableness or propriety thereof is protested by GRANTEE until a court of competent jurisdiction (with right of appeal in either party) shall have found that GRANTEE has failed to comply in a material respect with any of the provisions of this franchise, and the GRANTEE shall have three (3) months after the final determination of the question, to make good the default before a termination shall result with the right in City at its discretion to grant such additional time to GRANTEE for compliance as necessities in the case require. In the event such a protest is filed, GRANTEE shall continue to pay to City the franchise fee required by this franchise.

The foregoing requirement shall apply even in the event that the franchise fee is the subject matter of the protest.

14.02 Notwithstanding the foregoing, and at the sole option of the City the adjudication of GRANTEE as bankrupt and in default on the payment of the franchise fee shall be cause for immediate revocation of this franchise without the benefit of public hearing.

14.03 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 15. Venue.

15.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reason-able attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 16. Governing Law.

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

Section 17. Entire Agreement.

17.01 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 18. Construction.

18.01 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

Section 19. Severability.

19.01 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 20. Notices.

20.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses, unless otherwise specified herein:

GRANTOR:	Jeffrey L. Miller, City Manager City of Tamarac 7525 NW 88th Avenue Tamarac, Florida 33321
COPY TO:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 E. Commercial Boulevard Suite 200 Fort Lauderdale, FL 33308
GRANTEE:	Rick Wall, General Manager South Florida Region Peoples Gas System A Division of Tampa Electric Co. 16101 West Dixie Highway North Miami Beach, Florida 33160
COPY TO:	Lance Horton, Director Peoples Gas System A Division of Tampa Electric Co. Post Office Box 111 Tampa, Florida 33501-0111

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

CITY OF TAMARAC, a municipal corporation organized and existing under the laws of the State of Florida

ATTEST:

MARION SWENSON, City Clerk

By: BETH FLANSBAUM-TALABISCO, Mayor

Approved as to form:

By: 11/5/08
SAMUEL S. GOREN, City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 23rd day of January, 2008, by Marion Swenson and Beth Flansbaum-Talabisco, City Clerk and Mayor, respectively.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Teufel
Commission #DD684007
Expires: AUG. 25, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public, State of Florida
Printed, typed or stamped name of Notary Public exactly as commissioned
Individual who signed is personally known: no identification produced; oath was taken

PEOPLES GAS SYSTEM

William N. Cantrell, President

State of Florida

County of Hillsborough

On this, the 2 day of January, 2008, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by William N. Cantrell, President (name and title), on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public

Notary Public, State of Florida
Tami Jo Music
My Commission DD501831
Expires 02/26/2010

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

Did take an oath, or
Did not take an oath

SSG:mp
H:\2005\050164 TAMARAC\AGMTS\TECO Agreement 8-24-07.doc

WNC

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	2526
AGENDA SECTION:	**ORDINANCE(S) - FIRST READING**
TITLE:	TO2526 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code" by amending Article 2 entitled "Zoning Districts", by specifically amending Section 10-2.5, entitled "Planned Development District", to remove density cap limits from the planned development zoning district designation and creating Section 10-2.5(C) to establish Local Activity Center Disbursement Guidelines to allow for the disbursement of residential units from the available units within the Local Activity Center in accordance with the city's comprehensive plan ; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.
RECOMMENDATION:	The Director of Community Development recommends that the Mayor and City Commission approve the proposed text amendment to Chapter 10, Article 2, entitled "Zoning Districts", Section 10-2.5, entitled "Planned Development District", to remove density cap limits from the planned development zoning district (PD) and create Section 10-2.5(C) to establish Local Activity Center (LAC) disbursement guidelines to allow for the disbursement of residential units from the available units within the Local Activity Center in accordance with the city's comprehensive plan on First Reading at its March 8, 2023 meeting and on Second Reading at its April 12, 2023 meeting (see attached Temporary Resolution No. 2526).
BACKGROUND:	Pursuant to Article VIII, Section (1)(f) of the Florida Constitution and Section 125.01, Florida Statutes, local municipalities are empowered with broad home rule authority to adopt ordinances that provide for the health, safety, and welfare of the general public. To that end, the City's Code of Ordinances originally codified the Planned

Development District and specifically addressed large tracts of land that are a part of a master development plan to be planned and developed as a whole with a greater amount of flexibility by removing some of the detailed restrictions. Individual lots and tracts of land that are supported by an underlying Local Activity Center (LAC) land use designation were not included in the provisions of Section 10-2.5, entitled “Planned Development District”. This text amendment will permit these individual lots and tracts of land to contribute to the mix of residential and non-residential uses and benefit from the provisions afforded to the Local Activity Center (LAC) Land Use designation.

Moreover, Subsection 10-25(B)(8), entitled “Densities/Intensities”, caps the total number of dwelling units permitted in a PD at 35 DU. This cap does not support the disbursement of available units currently held in the City’s Future Land Use Map under the Local Activity Center (LAC) designation. The Tamarac LAC is approximately 133.57 acres as established in the 2017 Broward County Land Use Plan and the City of Tamarac Comprehensive Plan and is currently located on the North side of Commercial Boulevard, from NW 94th Avenue to the west and to N. University Drive to east. Additionally, the 35 DU cap is inadequate and overly restrictive to individual tracts of land within the Tamarac LAC, which in essence deprives these tracts of land of the intended flexibility of the Planned Development District (PD) and the LAC.

Currently, there is no mechanism in place to disburse the units that are available in the Local Activity Center (LAC) which was established to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and planning and design principles such as walkable neighborhoods oriented around the five-minute walk, primary orientation toward public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level. A disbursement process will thus provide for further functionality, applicability, and development opportunities for all lots and tracts of land with an underlying Local Activity Center (LAC) Land Use designation.

The City of Tamarac recognizes that the Local Activity Center (LAC) Land Use designation was established and intended to permit tracts of land to be planned and developed to support a high quality of life with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning. Local Activity Center

(LAC) designation plays a pivotal role in the economic development and expands local development opportunities by creating a vibrant mix of residential and non-residential uses that cater to the City's residents, visitors, and businesses, as well as encourages advantageous development to ensure that the City of Tamarac remains a vibrant suburb in Broward County, and that it is both in harmony and competitive with surrounding municipalities and future regional growth.

The City's adopted Comprehensive Plan, Future Land Use Element, Objective 1 requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions. It is therefore necessary and, in the public's, best interest to consider the implications of amending the City's Land Development Code to apply the provisions of Planned Development District (PD) to individual lots and tracts of land that are supported by an underlying Local Activity Center (LAC) Land Use designation which will allow them to be planned and developed to support a high quality of life with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning.

ISSUE:

Section 10-2.5, entitled "Planned Development District" of the City's Land Development Code (LDC) currently alludes to tracts of land that are part of a master development plan but omits individual lots or tracts of land that are also supported by an underlying Local Activity Center (LAC) designation. Furthermore, Section 10-2.5 caps the total number of dwelling units permitted in a planned development district at thirty-five (35) dwelling units per acre (DU) and does not provide for the disbursement of residential Local Activity Center (LAC) units to a Planned Development District (PD). As such, an amendment to the text of the Land Code Development is necessary to foster mixed-use development that advances a high quality of life for residents, visitors and businesses and to establish Local Activity Center (LAC) disbursement guidelines to allow for the disbursement of residential units from the available units within the Local Activity Center (LAC) to support development that supplements the inventory of affordable housing in the City of Tamarac.

ATTACHMENTS:

1-Memo_TO2526.doc
2 - TO2526-Ordinance.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 23-02008M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: March 8, 2023

RE: Ordinance amending Chapter 10, entitled "Land Development Code", Article 2, entitled "Zoning Districts", by specifically amending Section 10-2.5, entitled "Planned Development District", to remove density cap limits from the planned development zoning district designation and creating section 10-2.5(C) to establish local activity center disbursement guidelines to allow for the disbursement of residential units from the available units within the local activity center in accordance with the city's comprehensive plan **– Temp. Ordinance No. 2526**

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the proposed text amendment to Chapter 10, Article 2, entitled "Zoning Districts", Section 10-2.5, entitled "Planned Development District", to remove density cap limits from the planned development zoning district (PD) and create Section 10-2.5(C) to establish Local Activity Center (LAC) disbursement guidelines to allow for the disbursement of residential units from the available units within the Local Activity Center in accordance with the city's comprehensive plan on First Reading at its March 8, 2023 meeting and on Second Reading at its April 12, 2023 meeting (see attached Temporary Resolution No. 2526).

Issue: Section 10-2.5, entitled "Planned Development District" of the City's Land Development Code (LDC) currently alludes to tracts of land that are part of a master development plan but omits individual lots or tracts of land that are also supported by an underlying Local Activity Center (LAC) designation. Furthermore, Section 10-2.5 caps the total number of dwelling units permitted in a planned development district at thirty-five (35) dwelling units per acre (DU) and does not provide for the disbursement of residential Local Activity Center (LAC) units to a Planned Development District (PD). As such, an amendment to the text of the Land Code Development is necessary to foster mixed-use development that advances a high quality of life for residents, visitors and businesses and to establish Local Activity Center (LAC) disbursement guidelines to allow for the disbursement of residential units from the available units within the Local Activity Center (LAC) to support development that supplements the inventory of affordable housing in the City of Tamarac.

Background: Pursuant to Article VIII, Section (1)(f) of the Florida Constitution and Section 125.01, Florida Statutes, local municipalities are empowered with broad home rule authority to adopt ordinances that provide for the health, safety, and welfare of the general public. To that end, the City's Code of Ordinances originally codified the Planned Development District and specifically addressed large tracts of land that are a part of a master development plan to be planned and developed as a whole with a greater amount of flexibility by removing some of the

detailed restrictions. Individual lots and tracts of land that are supported by an underlying Local Activity Center (LAC) land use designation were not included in the provisions of Section 10-2.5, entitled “Planned Development District”. This text amendment will permit these individual lots and tracts of land to contribute to the mix of residential and non-residential uses and benefit from the provisions afforded to the Local Activity Center (LAC) Land Use designation.

Moreover, Subsection 10-25(B)(8), entitled “Densities/Intensities”, caps the total number of dwelling units permitted in a PD at 35 DU. This cap does not support the disbursement of available units currently held in the City’s Future Land Use Map under the Local Activity Center (LAC) designation. The Tamarac LAC is approximately 133.57 acres as established in the 2017 Broward County Land Use Plan and the City of Tamarac Comprehensive Plan and is currently located on the North side of Commercial Boulevard, from NW 94th Avenue to the west and to N. University Drive to east. Additionally, the 35 DU cap is inadequate and overly restrictive to individual tracts of land within the Tamarac LAC, which in essence deprives these tracts of land of the intended flexibility of the Planned Development District (PD) and the LAC.

Currently, there is no mechanism in place to disburse the units that are available in the Local Activity Center (LAC) which was established to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and planning and design principles such as walkable neighborhoods oriented around the five-minute walk, primary orientation toward public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level. A disbursement process will thus provide for further functionality, applicability, and development opportunities for all lots and tracts of land with an underlying Local Activity Center (LAC) Land Use designation.

The City of Tamarac recognizes that the Local Activity Center (LAC) Land Use designation was established and intended to permit tracts of land to be planned and developed to support a high quality of life with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning. Local Activity Center (LAC) designation plays a pivotal role in the economic development and expands local development opportunities by creating a vibrant mix of residential and non-residential uses that cater to the City’s residents, visitors, and businesses, as well as encourages advantageous development to ensure that the City of Tamarac remains a vibrant suburb in Broward County, and that it is both in harmony and competitive with surrounding municipalities and future regional growth.

The City’s adopted Comprehensive Plan, *Future Land Use Element*, Objective 1 requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions. It is therefore necessary and, in the public’s, best interest to consider the implications of amending the City’s Land Development Code to apply the provisions of Planned Development District (PD) to individual lots and tracts of land that are supported by an underlying Local Activity Center (LAC) Land Use designation which will allow them to be planned and developed to support a high quality of life with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning.

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

The Ordinance amends Section 10-2.5, entitled “Planned Development District”, of the City’s LDC to include individual lots or tracts of land that are also supported by an underlying Local Activity Center (LAC) designation. This text amendment will permit these individual lots and tracts of land to benefit from the provisions afforded to the Local Activity Center (LAC) land use designation.

The Ordinance also amends Section 10-2.5 by removing the density cap in a Planned Development District (PD) at 35 DU and instead provides an initial maximum of 50 DU/Acre, while allowing for additional density bonus above 50 DU/Acre, provided certain criteria outlined in the newly created Section 10-2.5(C) are met. .

The Ordinance further creates Section 10-2.5(C) which provides for guidelines for the assignment of residential Local Activity Center units.

Amendment to Text of Development Code

(a) Is consistent with the Comprehensive Plan;

The City’s adopted Comprehensive Plan, *Future Land Use Element*, Objective 1 requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions. Staff finds that an amendment to the City’s Land Development Code is appropriate in this instance since including omitted lots and tracks of land with an underlying Local Activity Center (LAC) Land Use designation will allow these lots and tracks of land to be planned and developed individually and benefit from inventive land planning and site design concepts that support a complimentary mix of residential and non-residential uses while optimizing the available land area.

(b) Conflicts with any other provisions of the Tamarac City Code;

The proposed text amendment does not conflict with any other provision of the City’s Code as it is applicable only to Planned Development District (PD).

(c) Is required by changed conditions;

The proposed text amendment allows lots and tracks of land supported by an underlying LAC designation to be planned and developed to support a high quality of life with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning. Furthermore, removing the 35 DU and providing for the disbursement of residential LAC units to a Planned Development District (PD) is necessary to foster mixed-use development that advances a high quality of life for residents, visitors, and businesses in addition to meeting future housing needs and supplementing the affordable housing inventory of the City of Tamarac.

(d) Addresses a demonstrated community need;

The proposed amendment will allow for the disbursement of units that are available in the LAC which was established to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and planning and design principles such as

walkable neighborhoods oriented around the five-minute walk, primary orientation toward public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level. A disbursement process will thus provide for further functionality, applicability, and development opportunities for all lots and tracts of land with an underlying Local Activity Center (LAC) Land Use designation. As such, the proposed amendment addresses a demonstrated community need.

(e) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and would ensure efficient development within the City;

The proposed text amendment is consistent with the Planned Development District (PD) which was established to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and planning and design principles such as walkable neighborhoods oriented around the five-minute walk, primary orientation toward public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level.

(f) Would result in a logical and orderly development pattern; and

The proposed text amendment does provide for the logical and orderly development pattern of the City of Tamarac. The Tamarac LAC is approximately 133.57 acres and is currently located on the North side of Commercial Boulevard, from NW 94th Avenue to the west and to N. University Drive to east. The proposed text amendment will support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and planning and design principles such as walkable neighborhoods oriented around the five-minute walk, primary orientation toward public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level.

(g) *Would avoid significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment*.

Utilization of LAC residential units requires a binding and buildable site plan review and approval, in addition to applications for other development orders or approvals prerequisite to applying for building permits. The utilization of LAC residential units shall be included in the Planned Development Agreement, adopted by an ordinance of the City Commission. In any development order or approval where the utilization of LAC residential units is requested, the Development Review Committee (DRC) and the Planning Board shall review the application as to the policy considerations set forth in the City's Code and in the Comprehensive Plan and shall make recommendations to the City Commission.

Fiscal Impact: There will be no direct budgetary impact imposed by the applicant's request.

Intervening Action: At its February 1, 2023 meeting, the Planning Board voted 6-0 to forward a favorable recommendation of approval for the adoption of the proposed text amendment to the City Commission on First Reading at its March 8, 2023 meeting and on Second Reading at its April 12, 2023 meeting.

Maxine A. Calloway,
Director of Community Development

MAC/MM

Attachment: Temporary Ordinance No. 2526/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES, ENTITLED "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE 2 ENTITLED "ZONING DISTRICTS", BY SPECIFICALLY AMENDING SECTION 10-2.5, ENTITLED "PLANNED DEVELOPMENT DISTRICT", TO REMOVE DENSITY CAP LIMITS FROM THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION AND CREATING SECTION 10-2.5(C) TO ESTABLISH LOCAL ACTIVITY CENTER DISBURSEMENT GUIDELINES TO ALLOW FOR THE DISBURSEMENT OF RESIDENTIAL UNITS FROM THE AVAILABLE UNITS WITHIN THE LOCAL ACTIVITY CENTER IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN ; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Section 125.01, Florida Statutes, grants local municipalities broad home rule authority to adopt ordinances to provide for health, safety, and welfare of the general public; and

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which serves as the regulatory document outlining the establishment and operation of land uses within the municipality; and

WHEREAS, the City has duly established land development regulations contained in the Land Development Code, Chapter 10 of the City of Tamarac Code of Ordinances; and

WHEREAS, Section 10-2.5 of the City's Land Development Code ("LDC") entitled, "Planned Development District", specifically defines the Purpose, Applicability and

Creation of Planned Development District (PD); and

WHEREAS, the Purpose of Planned Development District (PD) as defined in Section 10-2.5(A)(1), only alludes to tracts of land that are part of a master development plan but omits individual lots or tracts of land that are also supported by an underlying Local Activity Center (LAC) designation; and

WHEREAS, Subsection 10-25(B)(8) Densities/Intensities caps the total number of dwelling units permitted in a planned development district at thirty-five (35) dwelling units per acre (DU); and,

WHEREAS, the current density cap does not support the ability to disburse available units currently held in the City's Future Land Use Map under the Local Activity Center designation; and

WHEREAS, the Future Land Use Element of the Comprehensive Plan provides for existing residential density and available units for Townhomes, Garden Apartments and Midrise Apartments under the Local Activity Center designation; and

WHEREAS, the Tamarac LAC is approximately 133.57 acres as established in the 2017 Broward County Land Use Plan and the City of Tamarac Comprehensive Plan, and currently located on the North side of Commercial Boulevard, from NW 94th Avenue to the west and to N. University Drive to east; and

WHEREAS, there is no mechanism in place to disburse the units that are available in the LAC which was established to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and planning and design principles such as walkable neighborhoods oriented around the five-minute walk,

primary orientation toward public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level; and

WHEREAS, a cap of 35 DU is inadequate and overly restrictive to individual tracts of land that are supported by an underlying Local Activity Center designation where a substantial amount of units are available to be disbursed; and

WHEREAS, Staff has reviewed the LDC and determined that lifting the residential density cap of 35 Dwelling Units Per Acre provides for greater flexibility to attract a mixed of land uses that is supported by the LAC; and

WHEREAS, the aforementioned changes and the creation of a disbursement process , will provide for further functionality, applicability, and development opportunities for all lots and tracts of land with an underlying Local Activity Center (LAC) Land Use designation; and

WHEREAS, the proposed amendment supports the City's Strategic Plan Goal #3, "Tamarac is Economically Resilient", Plan Goal #4, "Tamarac is Vibrant", Goal #5 "Tamarac is Smart and Connected", and Goal #6 "Tamarac is a Dynamic Workplace" by adequately addressing the appropriate purpose and applicability of "Planned Development District (PD) with an underlying Local Activity Center (LAC); and

WHEREAS, the Director of Community Development recommends approval of the ordinance amendment; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the business owners, residents, and visitors to the City of Tamarac to

amend the LDC to provide purposeful and pertinent land and economic development opportunities.

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

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

Section 2. Chapter 10, Section 10-2.5, entitled "Planned Development District" of the LDC, is amended to read as follows:

10-2.5 Planned Development District

(A) **Purpose, Applicability and Creation of PD District**

~~(1) **Purpose.** The Planned Development (PD) district is established and intended to permit large tracts of land that are part of a master development plan to be planned and developed as a whole with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning. Planned developments encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development environmental sensitivity, energy efficiency, and other City goals and objectives by:~~

(1) **Purpose.** The Planned Development (PD) district is established and intended to permit lots and tracts of land that are supported by an underlying Local Activity Center (LAC) land use designation to be planned and developed to support a high quality of life with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning. Lots to be planned and developed individually will benefit from inventive land planning and site design concepts that support a complimentary mix of residential and non-residential uses while optimizing the available land area. Tracts of land that are part of a master development plan will be able to achieve a high quality of development environmental sensitivity, energy efficiency, and other City goals and objectives by:

(a) Reducing or diminishing the inflexibility or uniform design that sometimes results from strict application of zoning and development standards designed primarily for individual lots;

(b) Allowing -greater freedom in selecting the means of providing access open space, and design amenities;
(c) Allowing greater freedom in providing a well-integrated mix of residential and nonresidential land uses in the same development including a mix of housing types, lot sizes, and densities:
(d) Allowing more efficient use of land, with smaller networks of streets and utilities, and thereby lowering development and housing costs; and
(e) Promoting quality design and environmentally sensitive development that respects surrounding established land use character and respects and takes advantage of a site's natural and man-made features, such as trees wetlands floodplains, and historic features.
(f) Promoting "low impact design," also known as "LID," which seeks to minimize the hydrologic and water quality changes that result as part of site development.

(2) **Applicability**
(a) Individual lots are planned and developed to optimally utilize available land area by adopting innovative and creative design that supports mixed-use and efficient parking.
(b) Tracts of land that are part of a master development plan ~~Planned Development~~ are planned and developed under unified control and in accordance with flexible standards and procedures that are conducive to creating more mixed-use, pedestrian-oriented and otherwise higher-quality development, as well as community benefits and amenities, than could be achieved through base zoning district regulations.
(~~b~~c) The purpose of this subsection is to provide a uniform means for amending the Official Zoning Map to reclassify land to the Planned Development (PD) zoning district established in §10-2.5(A)(3) below.

(3) **Creation of PD District.** The PD district is intended to encourage high-quality, mixed-use development that features innovative and creative design, yet is compatible with both surrounding existing development and available public infrastructure. The PD district is supported by an underlying Local Activity Center (LAC) land use designation.

(B) **General Standards for the Planned Development District**

Before approving a PD zoning district classification, the City Commission shall find that the application for the PD zoning district, as well as the PD Plan/Agreement included as part of the application, comply with the standards below.

(1) **PD Plan/Agreement.** The PD Plan/Agreement shall:
(a) Include a statement of planning objectives for the district;
(b) Identify the general location of individual development areas, identified by land use(s) and/or development density or intensity;
(c) Identify for the entire PD district and each development area the land area, types and mix of land uses, number of residential units (by use type), nonresidential floor area (by use type), residential density, and nonresidential intensity;

(d) Identify the general location, amount, and type (whether designated for active or passive recreation) of open space;
(e) Identify the location of environmentally sensitive lands, wildlife habitat, wetlands, and floodplains;
(f) Identify the onsite transportation circulation system, including the general location of all public and private streets, existing or projected transit corridors, and pedestrian and bicycle pathways, and how they will connect with existing and planned city systems as supported by an applicant-provided traffic study;
(g) Identify the general location of onsite potable water and wastewater facilities, and how they will connect to City systems;
(h) Identify the general location of onsite stormwater management facilities, and how they will connect to City systems;
(i) Identify the general location of all other onsite public facilities serving the development, including but not limited to parks, schools, and facilities for fire protection, police protection, EMS, stormwater management, and solid waste management.
(j) Include conditions related to approval of the application for the PD zoning district classification;
(k) Identify the community benefits and amenities that will be provided to compensate for the added development flexibility afforded by the PD district; and
(l) Include any other provisions the City Commission determines are relevant and necessary to the development of the planned development in accordance with applicable standards and regulations.

(2) **Consistency with City Plans.** The PD zoning district designation and the PD Plan/Agreement shall be consistent with the purpose and standards of this section in addition to the comprehensive plan of the City of Tamarac and all applicable regulations for PD zoning designations.
(3) **Compatibility with Surrounding Areas.** Development along the perimeter of a PD district shall be compatible with adjacent existing or proposed development. Where there are issues of compatibility, the PD Plan/Agreement shall provide for transition areas at the edges of the PD district that provide for appropriate buffering and/or ensure a complementary character of uses. Determination of complementary character shall be based on densities/intensities, lot size and dimensions, building height, building mass and scale, hours of operation, exterior lighting, and siting of service areas.
(4) **Development Phasing Plan.** If development in the PD district is proposed to be phased, the PD Plan/Agreement shall include a development phasing plan that identifies the general sequence or phases in which the district is proposed to be developed, including how residential and nonresidential development will be timed, how infrastructure (public and private) and open space will be provided and timed, and how development will be coordinated with the City's capital improvements program.

(5) **Conversion Schedule.** The PD Plan/Agreement may include a conversion schedule that identifies the extent to which one type of residential use may be converted to another type of residential use, such as multi-family dwellings to single-family dwellings, and one type of nonresidential use may be converted to another type of nonresidential use, such as office use to retail sales use. Such conversions may occur within development areas and between development areas as long as they occur within the same development phase, as identified by the approved development phasing plan, and are consistent with established extents of conversion set down in the conversion schedule.

(6) **Onsite Public Facilities**

(a) **Design and Construction.** The PD Plan/Agreement shall establish the responsibility of the developer/landowner to design and construct or install required and proposed onsite public facilities in compliance with applicable City, state, and federal regulations.

(b) **Dedication.** The PD Plan/Agreement shall establish the responsibility of the developer/landowner to dedicate to the public the rights-of-way and easements necessary for the construction or installation of required and proposed on-site public facilities in compliance with applicable City, state, and federal regulations.

(c) **Modifications to Street Standards.** In approving a PD Plan/Agreement, the City Commission may approve modifications or reductions of City street design standards, including those for right-of-way widths, pavement widths, required materials, and turning radii. Such modifications shall be reviewed and approved by the Fire and Public Service departments during PD Plan/Agreement approval, on finding that:

(i) The PD Plan/Agreement provides for separation of vehicular, pedestrian, and bicycle traffic as supported by an applicant-provided traffic study;

(ii) Access for emergency service vehicles is not substantially impaired;

(iii) Adequate off-street parking is provided for the uses proposed and as supported by an applicant-provided parking study; and

(iv) Adequate space for public utilities is provided within the street right-of-way.

(7) **Uses.** Allowed principal, accessory, and temporary uses in a particular PD district shall be established in the PD Plan/Agreement, subject to conversion in accordance with a schedule incorporated in the PD Plan/Agreement in accordance with §10-2.5(B)(5), *Conversion Schedule*. Allowed uses shall be consistent with the City's Comprehensive Plan, Local Activity Center (LAC) designation, and the purpose of this section. The nonresidential uses in the PD district are restricted to the uses permitted in the City's mixed-use districts.

(8) **Densities/Intensities.** The total number of dwelling units permitted in a planned development shall not exceed ~~35~~ an initial 50 dwelling units/acre. Bonus density greater than 50 dwelling units/acre may be acquired through assignment of LAC units as outlined in Section 10-2.5(C). The densities for residential development

and the intensities for nonresidential development applicable in each development area of a PD district shall be as established in the PD Plan/Agreement and shall be consistent with the comprehensive plan Local Activity Center (LAC) land use designation other adopted special area and City plans, and with the purpose of the PD district.

(9) **Dimensional Standards**

(a) All planned developments shall contain a minimum of ten acres of contiguous land unless the Community Development Department finds that a tract that contains less than ten acres is suitable as a planned development by virtue of:

(i) Its location within a quarter mile of access to mass transit; or

(ii) Provision of mass transit access in the proposed PD.

(b) This minimum may be waived by the City Commission upon the recommendation of the Community Development Director.

(c) The dimensional standards applicable in each development area of a PD district shall be as established in the PD Plan/Agreement and shall be consistent with the Comprehensive Plan, LAC designation, other adopted special area and City plans and with the purpose of the PD district.

(d) The PD Plan/Agreement shall include at least the following types of dimensional standards, unless the PD Plan/Agreement expressly states otherwise:

(i) Maximum dwelling units per acre (residential development) and/or maximum floor area ratio (nonresidential development);

(ii) Minimum net lot area;

(iii) Minimum lot width;

(iv) Maximum impervious surface area;

(v) Maximum structure height;

(vi) Maximum individual building size;

(vii) Minimum and maximum setbacks; and

(viii) Minimum setbacks from adjoining residential development or residential zoning districts.

(10) **Site Development Standards/Features.** All development in a PD district shall comply with the development standards established in the PD Plan Agreement as consistent with City plans, the objective of the particular type of development standard, and the purpose of the PD district.

(a) **Off Street Parking**

(i) Because of the unique land uses and design characteristics of projects zoned PD, the minimum parking space requirement and design shall be determined on a project-by-project-basis.

(ii) The applicant may propose parking that does not meet minimum Code requirements, in which case the applicant shall submit a parking study prepared by a registered traffic engineer.

(iii) At a minimum, the parking study shall include the number of proposed parking spaces, public transit ridership statistics, and justification for

any deviations from the requirements of this Code for off-street parking and loading.

(iv) The study shall be reviewed and approved by the Director of Community Development or his/her designee.

(v) Parking and traffic studies shall be required to be submitted as part of a complete application package demonstrating required parking to support the planned development.

(b) **Underground Utilities**

(i) All onsite utilities shall be installed underground.

(ii) Large transformers shall be placed on the ground within pad mounts, enclosures, or vaults.

(iii) The developer shall provide adequate landscaping to screen all above ground facilities in a manner not inconsistent with the requirements of the applicable utility provider.

(c) **Landscaping, Buffering and Building Design**

(i) Landscaping shall meet all the requirements of §10-4.4, *Landscaping and Tree Preservation.* Modification of §10-4.4 may be requested in the PD Plan/Agreement and must be explicitly listed in the PD Agreement and PD Plan.

(ii) The applicant shall be responsible for all architectural review costs incurred by the City in association with the review of the building's design.

(d) **PD Plan/Agreement Development Standards.** The Plan/Agreement shall include at least the following types of development standards, unless the PD Plan/Agreement expressly states otherwise:

(i) Total onsite parking spaces;

(ii) Landscaping to included total trees and shrubs;

(iii) Minimum and maximum open space; and

(iv) Percentage pervious and non-pervious area.

(e) **Stormwater Management Standards.** All development in a PD district shall comply with the standards of §10-4.5(E), *Stormwater Management*, that are in place at the time of Site Plan Approval application acceptance (see §10-6.4.6, *Site Plan Approval*).

Section 3.

Chapter 10, Section 10-2.5 (C) is created to read as follows:

(C) **Assignment of Residential LAC Units**

(1) **Procedures:** Utilization of Local Activity Center (LAC) residential units shall minimally require a binding and buildable site plan review and approval, in addition to applications for other development orders or approval prerequisites to applying for building permits. The utilization of LAC residential units shall be included in the

Planned Development Agreement, adopted by an ordinance of the city governing body heard as a legislative agenda item. In any development order or approval where the utilization of LAC residential units is requested, the Development Review Committee (DRC) and the Planning Board shall review the application as to the policy considerations set forth in this section and in the comprehensive plan and shall make recommendations to the City Commission.

(2) **Policy Considerations** applicable to utilizing the LAC residential units. The following are the guiding policy considerations that the City will evaluate in its legislative review when deciding whether to enact an ordinance that allocates or utilizes any portion of the LAC residential unit allowance for a particular parcel of property:

(a) The extent to which the proposed development is consistent with specific goals, objectives or policies of the city comprehensive plan (including specifically, the goals objectives, and policies of the local activity center future land use designation;

(b) The extent to which the proposed development meets the policy objective of the City for the provision of Affordable Housing as specified in Section 17-60, or any Inclusionary Zoning policy of the City of Tamarac Code or Broward County Land Use Plan, or whichever the City elects to use at its sole discretion;

(c) The extent to which LAC residential units will remain available for future use by the city under this section's requirements and under any possible regulatory scheme;

(d) The extent to which the utilization of LAC residential units serves or does not serve the public's health, safety, or welfare;

(e) The extent to which the utilization of the LAC residential units serves the future land use and needs of the community;

(f) The extent to which the project proposed incorporates a non-residential component and is a mixed-use project;

(g) Such other policy considerations that may not be set forth above, but which are nonetheless considered by the City Commission to be reasonable and appropriate under the circumstances.

Section 4. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other

word or phrase to accomplish such intention.

Section 5. 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 6. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 7. This Ordinance shall become effective upon adoption.

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PASSED, FIRST READING this day of , 2023.

PASSED, SECOND READING this day of , 2023.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

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

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

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

HANS OTTINOT,
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2023.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 8, 2023

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER:

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2487 - An Ordinance of the City Commission of the City of Tamarac, Florida, repealing certain business tax classifications and rates and replacing with current classifications and new rate structures that do not result in an increase in local business taxes for taxpayers in accordance with Florida Statutes 205.0535(5), by amending Chapter 12 of the City of Tamarac Code of Ordinances, entitled “Licenses and Business Regulations”, to update the title to “Business Tax Receipt Regulations”; modifying classification tables to allow for reorganization of uses and classifications to be consistent with Chapter 10, of the Land Development Code, of the City of Tamarac Code of Ordinances; removing certain licensing requirements on certain occupations in accordance with Florida Statutes 163.211; repealing in its entirety adult entertainment businesses provision contained in Article III; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend Chapter 12, entitled “Licenses and Business Regulations”, in the City of Tamarac Code of Ordinances on First Reading at its February 22, 2023, and on Second Reading on March 8, 2023

ATTACHMENTS:
Memo - Chapter 12 Amendment.docx
TO 2487 - Chapter 12 Amendment DRAFT.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT (23 02 004 M)

TO: Kathleen Gunn
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: February 16, 2023

RE: **TO# 2487:** Ordinance Amending Chapter 12 "Licenses and Business Regulations" modifying business tax receipt fees and classifications, and associated enforcement provisions.

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend Chapter 12, entitled “Licenses and Business Regulations”, in the City of Tamarac Code of Ordinances on First Reading at its February 22, 2023, and on Second Reading on March 8, 2023.

Issue: Pursuant to Florida Statutes Chapter 205, municipalities have the authority to levy fees against, authorize the issue of, and enforce regulatory provisions for, Local Business Tax Licenses. The current business licensing regulations are not consistent with Florida Statutes and certain provisions within the City’s Land Development Code. As a result, revisions are needed to ensure that the City’s business tax regulations are consistent with state and local law and to streamline the business tax process.

Background: In 1994, the City of Tamarac created an Equity Study Committee to review and analyze the City of Tamarac’s Business Revenue Receipt Fees. The Committee recognized that the City’s fees were not comparable to surrounding cities nor were the fees equitable within the City’s business community. The Committee recommended changes to the City’s fee schedule to deal fairly and equally with all businesses, and the fee structure was subsequently amended in 2008.

After the fee structure amendment in 2008 the City commissioned a Cost of Services Analysis in 2015 to better assess the cost of providing certain municipal services. As a part of the study, the city’s Business Revenue Division expenses and expenditures were examined in addition to the collection of fees received from the payment and processing of Local Business Tax Receipts. The study identified the most common Business Tax Categories and compared them to those in surrounding municipalities. As a result, a fee increase was recommended for Local Business Tax but not proven to be fiscally prudent given the potential impact on existing businesses.

To that end, the City desired to continually enhance its support of local businesses through economic development initiatives. As such, the Land Development Code was rewritten in July of 2018 to encourage the development of more cohesively designed mixed use districts. Moreover, the rewrite of the City's Code also included the adoption of an amended "Table of Allowed Uses" (Section 10-3.2) to further support the underlying mixed-use zoning designations which further warrants the need to revise the City's Business Tax Receipt provisions within Chapter 12 to align with the provisions of the Land Development Code.

Further, on July 1, 2021 the Florida Legislature approved House Bill 403 preempting certain powers for the regulation of Home-Based Businesses to the State. Due to the Bill's enactment, counties and municipalities are prohibited from enacting or enforcing any ordinance, regulation, or policy in violation of the bill provisions. As a result of the Bill's passage, the City amended its Home-Based Business regulations contained within Chapter 10 of the City's Land Development Code to comply with Florida Law. Which in turn, further supports the need to amend the Business Tax Receipt provisions contained within Chapter 12 of the City's Code of Ordinances to align with the provisions of the City's Land Development Code. Moreover, the City's Business Tax provisions contained within Chapter 12 have not been holistically amended since 2008 and Staff deems it necessary and desirable to the citizens and businesses of Tamarac to facilitate an amendment that will further the City's economic development initiatives. (Please see attached Temp Ord. 2487).

House Bill 735 which was adopted and created Florida Statutes 163.211 further preempts licensing of occupations to the state and prohibits the City from imposing or modifying certain licensing requirements on certain specialty contractors, as such, necessitating the deletion of several licensing classifications and the change of all language contained in Chapter 12 from "license" to "business tax".

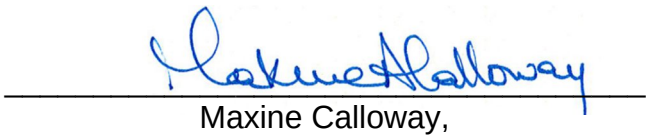
Additionally, the amendment deletes in its entirety the Adult Entertainment provision which was erroneously codified in Chapter 12 and further duplicated in Chapter 10. On October 12, 2022, The City Commission corrected the duplication by adopting Ordinance No. O-2022-019 which created a new Article in Chapter 10, placing the Adult Entertainment provisions and definitions entirely in Chapter 10.

Fiscal Impact: The resulting amendment will provide for a more streamlined and efficient manner of assessing and collecting business tax related fees.

This item supports the City's Strategic Plan Goal #3, "Tamarac is Economically Resilient" by amending the business licensing provisions of the City's Code of Ordinances, Tamarac will continue to be responsive to state and local policy changes that foster pro-growth and business friendly initiatives.

This item also supports Goal #4 as outlined in the Economic Development Element of the City's Comprehensive Plan which cites the importance of adopting pro-growth and

development friendly business programs to further enhance Tamarac's economic environment.



Maxine Calloway,
Community Development Director

MAC

Attachment: Temporary Ordinance No. 2487/ Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, REPEALING CERTAIN BUSINESS TAX CLASSIFICATIONS AND RATES AND REPLACING WITH CURRENT CLASSIFICATIONS AND NEW RATE STRUCTURES THAT DO NOT RESULT IN AN INCREASE IN LOCAL BUSINESS TAXES FOR TAXPAYERS IN ACCORDANCE WITH FLORIDA STATUTES 205.0535(5), BY AMENDING CHAPTER 12 OF THE CITY OF TAMARAC CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", TO UPDATE THE TITLE TO "BUSINESS TAX RECEIPT REGULATIONS"; MODIFYING CLASSIFICATION TABLES TO ALLOW FOR REORGANIZATION OF USES AND CLASSIFICATIONS TO BE CONSISTENT WITH CHAPTER 10, OF THE LAND DEVELOPMENT CODE, OF THE CITY OF TAMARAC CODE OF ORDINANCES; REMOVING CERTAIN LICENSING REQUIREMENTS ON CERTAIN OCCUPATIONS IN ACCORDANCE WITH FLORIDA STATUTES 163.211; REPEALING IN ITS ENTIRETY ADULT ENTERTAINMENT BUSINESSES PROVISION CONTAINED IN ARTICLE III; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Section 125.01, Florida Statutes, grants local municipalities broad home rule authority to adopt ordinances to provide for health, safety and welfare of the general public; and

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which serves as the regulatory document outlining the establishment and operation of land uses within the municipality; and

WHEREAS, Chapter 205 of the Florida Statutes, authorizes municipalities to levy fees and enforce regulatory provisions for the issuance of Local Business Tax; and

WHEREAS, Florida Statutes 205.0535(5) allows municipalities, by majority vote of the governing body, to repeal local business tax or establish new rates that do not result in an increase in local business taxes for a taxpayer; and

WHEREAS, certain business classifications identified in Chapter 12 are not consistent with the "Allowed Use Table" in the City's Land Development Code contained in Chapter 10; and

WHEREAS, certain business classifications are also antiquated and have become technologically obsolete due to industry changes; and

WHEREAS, the existing Adult Entertainment Uses and Regulations are duplicative, as they are already provided for in Chapter 10 of the City's Code of Ordinances; and

WHEREAS, it is desirous that the City's Local Business Tax Regulations remain consistent with the City's Land Development Code; and

WHEREAS, Staff deems it necessary and desirable to the citizens and businesses of Tamarac to facilitate an amendment that will further the City's economic development initiatives; and

WHEREAS, the proposed amendment is in alignment with the "Tamarac is Economically Resilient" strategic goal by amending the business tax receipt provisions of the City's Code of Ordinances, Tamarac will continue to be responsive to state and local policy changes that foster pro-growth and business friendly initiatives; and

WHEREAS, the Director of Community Development recommends approval of the ordinance amendment; and

WHEREAS, the City Commission of the City of Tamarac wishes to continue to be

responsive to and consistent with state legislation that impacts Tamarac's local businesses and has deemed it to be in the best interest of the citizens, residents, and visitors to the City of Tamarac to amend the city's Business Tax provisions within the Code of Ordinances to be consistent with Florida Law and the City's Land Development Code.

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. The City Commission hereby amends Chapter 12, entitled, "Licenses and Business Regulations" as written so that the Code shall read as follows:

Chapter 12 ~~LICENSES AND~~ BUSINESS TAX RECEIPT REGULATIONS[1]

ARTICLE I. IN GENERAL

Sec. 12-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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[1]Cross reference(s)—Administration, Ch. 2; code enforcement board and special magistrate jurisdiction, § 2-71 et seq.; alcoholic beverages, Ch. 3; buildings and building regulations, Ch. 5; finance and taxation, Ch. 6; fire prevention and protection, Ch. 7; health, sanitation and nuisances, Ch. 9; land development regulations, Ch. 10; parking or storage of commercial or recreational vehicles, boats or boat trailers restricted, § 14-30; parking and storage of construction trailers limited, § 14-31; ~~permits required for signs, § 18-26 et seq.~~; ~~specialized collection for recycling, local business license exception, § 19-33~~; streets and sidewalks, Ch. 20; vehicles for hire, Ch. 23; ~~zoning, Ch. 24~~.

State law reference(s)—Authority of city to levy business, professional and occupational regulatory fees, F.S. §§ 166.201, 166.221; local business ~~occupational license~~ taxes, F.S. Chapter ~~§~~ 205.~~013.~~

Classification means the method by which a business or group of businesses is identified by size or type, or both.

Contractor means any person who accepts orders or is engaged in the business of accepting orders or contracts on a cost plus, fixed fee, stated sum or percentage basis, or any combination thereof, or for compensation other than wages for doing work on or in any building or structure requiring the use of paint, stone, brick, mortar, cement, wood, structural steel or iron, sheet iron, metallic piping, tin, lead or any other building material; or to do any paving or curbing on sidewalks or streets, on public or private property, using asphalt, brick, stone, cement or wood or any combination thereof; or to excavate for foundations or any other purpose; or to construct bridges, seawalls and bulkheads of any and all descriptions; and who is engaged in the business of building, remodeling, repairing, razing or moving, whether by contract, fixed fee or sublet, percentage, or any combination thereof, or for compensation other than wages.

Employee means any person directly connected with the business, owner or operator.

Home-based business means a business that operates, in whole or in part, from a residential property and meets the criteria outlined in F.S. 559.955(3) and Section 10-3.4(D)(7) of the Land Development Code.

Local business tax means the fees charged and the method by which the City grants the privilege of engaging in or managing any business, profession, or occupation with its jurisdiction.

Merchandise means any goods, wares or commodities bought or sold in the usual course of trade or business.

Person in charge means the person in the place of business at any time who is charged with the duty of supervising, operating or managing such business at such time.

Receipt means the document that is issued by the City which bears the words "Business Tax Receipt" and evidences that the person in whose name the document is issued has complied with the provisions of this chapter related to business tax.

Retail merchant means any merchant who sells to the consumer or for any purpose other than resale.

Sale means the transfer of ownership, title or possession, whether conditional or otherwise, for a consideration.

Traveling dealers means all traveling dealers who bargain to sell any goods, wares or merchandise from house to house, for cash or otherwise, by sample or in any other manner, for present or future delivery. They shall be deemed peddlers, hawkers or itinerant vendors within the meaning of this chapter, except those persons doing business in interstate commerce as otherwise provided in this chapter, or unless such license tax is prohibited by section 8 of article 1 of the United States Constitution.

Wholesale merchant means any merchant who sells to another for the purpose of resale.

(Code 1975, § 14-1)

Cross reference(s)—Definitions and rules of construction generally, ~~§ 1-2~~ Chapter 10, Article 6, of the Land Development Code.

Sec. 12-2. Classification of businesses.

The businesses for which ~~licenses~~ business tax receipts are required by this chapter shall be classified as follows, and such ~~licenses~~ business tax receipts shall be issued in accordance with the following regulations:

(1) *Manufacturers and manufacturing.* Under this classification are included a great many businesses engaged in manufacturing articles for sale. Under the ~~license~~ business tax receipt required for such classification, such ~~concern~~ business is entitled to sell its articles so manufactured at wholesale only. If the establishment is engaged in sale at retail, it shall be compelled to take out, in addition, a retail merchant's ~~license~~ business tax receipt. If such ~~concern~~ establishment is specially classified, it shall pay the ~~license~~ business tax of such special classification.

(2) *Merchant.* Under this classification are included a great many businesses engaged in selling goods, wares and merchandise at retail or wholesale. Any occupation engaged in selling goods, wares and merchandise which is specially classified shall pay the specially classified local business ~~license~~ tax receipt and not the merchant's local business ~~license~~ tax receipt. Any business not specially licensed and engaged in such business shall pay the merchant's local business ~~license~~ tax receipt. Any person who is both a wholesale and retail merchant, as defined in this chapter, is required to make separate reports for the wholesale business and for the retail business and to obtain ~~licenses~~ business tax receipts accordingly.

(3) *Professional.* Under this classification are included persons engaged in the practice of certain professions, each of which is enumerated. A separate professional ~~license~~ business tax receipt for each person engaged in the practice of such profession is required. Such ~~license~~ business tax receipt is a personal license and not transferable.

(Code 1975, § 14-2; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-3. Supervisor of local business ~~licenses~~ tax receipts.

(a) It is made the duty of the city manager or designee to appoint a supervisor of local business ~~licenses~~ tax receipts of the city and such part-time or full-time assistants as ~~he~~ may deem necessary. Such supervisor and code compliance officers shall have police powers and shall have the authority to implement and carry out the terms and intent of this chapter. The duty and authority of the supervisor of local business ~~licenses~~ tax receipts and code compliance officers shall include but not be limited to:

(1) Investigating all businesses, occupations and professions in the city;

(2) Making such inquiry as shall be necessary to determine whether or not a ~~license~~ receipt has been procured for such business or occupation;

(3) Reporting to the city manager or designee the names of all persons engaged in business without a ~~license~~ business tax receipt;

(4) Serving notices of violation of the terms of this chapter;

(5) Serving summons for the violation of the terms of this chapter.

(b) Any person refusing code compliance or the supervisor of local business ~~licenses~~ tax receipts ~~of his~~ or designee's permission to investigate and inquire for the purpose of determining whether such person has complied with the terms of this chapter and properly obtained a local business ~~license~~ tax receipt shall, upon conviction, be fined or imprisoned as set out in section 12-7.

(c) The ~~license~~ business tax receipt inspector, ~~and~~ assistant ~~license~~ inspectors or code compliance shall have concurrent power and authority, under the terms of this chapter, with the supervisor of local business ~~licenses~~ tax receipts, and therefore may carry out any of the functions and duties that are set forth in this chapter for the supervisor of local business ~~licenses~~ tax receipts.

(d) The supervisor of local business ~~licenses~~ tax receipts shall have the power and authority to request the aid of and thereby utilize the services of the police department of the city in order to enforce and implement the provisions of this chapter.

(Code 1975, § 14-3; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-4. Powers of police department.

The police department of the city is authorized and empowered to perform any function deemed necessary to implement, carry out and enforce the provisions of this chapter, when requested to do so by the city manager, the supervisor of local business ~~licenses~~ tax receipts or the city code compliance officer ~~license inspector~~. This authority shall include, but not be limited to, the power to serve notices and summonses and make arrests.

(Code 1975, § 14-4; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-5. Applicability of state law.

Nothing in this chapter shall be deemed to impose a local business ~~license~~ tax on any business or occupation except as authorized by F.S. Chapter 205 and section 166.221.

(Code 1975, § 14-5; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-6. Identification on motor vehicles used in connection with businesses, etc.

Every truck or motor-driven vehicle operated or used in connection with any business, occupation or profession in the city shall have painted on a prominent place on such truck or motor-driven vehicle the name and address of the business in which such truck or motor-driven vehicle is used.

(Code 1975, § 14-8)

Sec. 12-7. Violations; penalty.

(a) It is unlawful for any person, and all members, agents or persons in charge of the place of business of any firm or corporation to carry on, conduct or manage any business or profession, or to keep and use upon the streets of the city any vehicle for which a ~~license~~ business tax receipt is required, without first having obtained a ~~license~~ business tax receipt, or to fail to display or exhibit such ~~license~~ receipt as provided in this chapter or otherwise violate this chapter. The conviction and punishment of any persons for transacting any business without a ~~license~~ business tax receipt shall not excuse or exempt such person from the payment of any ~~license~~ tax receipt due or unpaid at the time of such conviction.

(b) Whenever a violation of the provisions of this chapter is found, the city may utilize the code enforcement procedures set forth in F.S. Ch. 162. Any person who is convicted of a violation of this chapter shall be punished as provided in section 1-13.

(Code 1975, § 14-9)

Secs. 12-8—12-25. Reserved.

ARTICLE II. ~~OCCUPATIONAL LICENSES~~[2] LOCAL BUSINESS TAX RECEIPTS

Sec. 12-26. Required; exceptions.

(a) It shall be unlawful for any person to engage in, manage or transact business within the city limits without first obtaining a ~~license~~ business tax receipt to do business under this chapter and paying the amount of such local business ~~license~~ tax.

(b) Any person who maintains a permanent business location outside of the municipal business boundaries and who does not maintain a permanent location or branch office within the city shall not be required to have a city local business ~~license~~ tax receipt. Such person shall be required to present evidence of his being ~~licensed~~ taxed elsewhere by furnishing a copy of his local business tax receipt for such other location or by affidavit.

(c) Each day's selling or disposing of merchandise, or engaging in business without making the affidavit as required in this article and obtaining proper ~~license~~ receipt, shall constitute a separate and distinct violation of this chapter.

(Code 1975, § 14-10; Ord. No. 2007-06, §§ 2, 3, 2-28-07)

Sec. 12-27. Separate ~~license~~ business tax receipt for each separate business; term.

(a) Whenever a local business ~~license~~ tax is levied against any profession, trade, shop or business classified herein, such local business ~~license~~ tax shall be required to be paid to carry on such business, whether it is connected or operated in conjunction with any other business or not, unless provisions to the contrary appear elsewhere in this chapter.

(b) The local business ~~license~~ tax levied against the various professions, trades and businesses described in this chapter shall be for yearly privilege, unless provisions to the contrary appear elsewhere in this chapter.

(Code 1975, § 14-11; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-28. Issuance subject to chapter provisions.

No ~~license~~ business tax receipt shall be issued or granted to any applicant to engage in the business of selling or disposing of merchandise of any kind, at retail or wholesale, or the practice or pursuit of any profession or occupation in the city, except upon the terms and conditions and subject to the provisions of this chapter.

(Code 1975, § 14-12)

[2]Cross reference(s)—Finance and taxation, Ch. 6; vehicles for hire, Ch. 23.

Sec. 12-29. Application; contents of registration.

Every person engaged in or managing any business in the city shall, on or before October 1 of each year, and always before engaging in any business, profession or occupation, make application for a ~~license~~ business tax receipt and ~~register in a book on file, to be kept for that purpose by the supervisor of local business licenses~~ and include, ~~his~~ name, profession or occupation and the location of the proposed place of business. Such application shall be made by the individual, or by one (1) of the partners or an officer of the corporation, as the case may be.

(Code 1975, § 14-13; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-30. Location of business; applicability of zoning regulations.

(a) Each applicant for a local business ~~license~~ tax receipt shall definitely state and set out the exact location at which such business shall be operated.

(b) Each applicant for a professional ~~license~~ business tax receipt shall state whether ~~he intends to~~ the practice ~~his~~ of the business will be at a definite business location ~~or not, and if he intends to maintain a~~ the place of business for the practice of such business, ~~he shall definitely state~~ and set out the exact location of such place of business.

(c) Before issuing a ~~license~~ business tax receipt, it shall be the duty of the director of community development or designee, to determine if the proposed business use as defined in Article 6 of Chapter 10 is allowed by the Tamarac ~~Zoning~~ Land Development Code. If the business is not allowed, the director shall not approve the local business ~~license~~ tax receipt application. Where a professional ~~license~~ business tax receipt is issued for general use and the applicant maintains no particular place of business, such ~~license~~ tax receipt should be marked "No business address—General use."

(d) Anyone who has a business telephone installed within the city shall be deemed to have established a business location or branch office, unless evidence is presented that such installation is for a period of thirty (30) days or less.

(e) Notwithstanding any provision to the contrary herein contained, certain businesses, professions or occupations may be conducted within a residentially zoned area subject to the issuance of a home-based business tax receipt as set forth in F.S. 559.955 and performance standards outlined in Section 10-3.4(D)(7) of the Land Development Code. ~~on a restricted basis for which a restricted local business license may be issued by the city when the owner of such business has secured a restricted local business license from the city subject to the city land use plan and provisions and limitations therein contained~~.

(1) Any person engaged in a personal profession or occupation which requires the use of his own personal residence may apply for a home-based business tax receipt ~~restricted professional local business license or restricted local business license~~. Such applicant may list his home address as the place of business and shall comply with F.S. 559.955 and Section 10-3.4(D)(7) of the Land Development Code and the following conditions:

~~a. No sign of any type may be posted or displayed on the premises which might serve to indicate that the premises are being used as a restricted professional or restricted occupational use and no vehicles with any signs painted on them, which might serve to indicate that the premises are being used as a restricted professional or restricted occupational use, shall be parked on the premises except that such vehicles may be parked within a closed garage in a manner which makes it impossible to be seen from a public right-of-way.~~

b. The applicant shall not use the premises including improvements thereon for the creation, storage, distribution, repair or sale of any merchandise or goods which would be visible from any location off the premises.

c. No employees of any type may be permitted on the premises at any time in connection with the authorized use for which the local business license is issued except immediate members of the licensee's family which shall be limited to spouse and children residing on the premises for which the license is issued.

d. No pickups or deliveries may be made from or to the premises except by the licensee or his employees as permitted and authorized herein.

e. No noise, odors, smoke or nuisance of any type shall arise from the conduct of the business herein permitted or authorized.

f. The applicant shall not cause or permit in connection with the business authorized herein any traffic that shall interfere or disrupt the normal traffic flow for street use in the neighborhood.

ag. Single-family and owner-occupied duplex all other residential properties structures, utilized for occupational home-based business uses pursuant to section 12-2(1)(a) of this chapter, shall conform with the City's Minimum Housing Code and shall provide comply with residential smoke detector requirements of the fire code and shall have a minimum of one (1) 2A-10BC multipurpose fire extinguisher, UL rated and provided with an approved standard service tag installed on the premises.

bh. Prior to issuance of local home-based business license tax receipt, any residential structure proposed for home-based business use shall be inspected for conformance with the city fire minimum housing code. An fire inspection shall be completed prior to any such local business license tax receipt being issued.

ci. Prior to issuance of local home-based business license tax receipt, all fees must be paid pursuant to this chapter.

(2) There shall be a report from the fire, community development and code enforcement departments.

(3) Notice of violation. Whenever the holder of a restricted professional local business license or a restricted local business license is found to be in violation of the provisions of this chapter, the city may utilize the code enforcement procedures set forth in F.S. Ch. 162.

(f) Before the issuance of the local business license tax receipt, it shall be the duty of the building official to require a pre-occupancy inspection for a minimum standard safety inspection of business establishments with new tenants in addition to the existing certificate of occupancy. This minimum standard safety inspection shall be performed by certified structural, electrical, plumbing, mechanical and fire inspectors. This minimum standard safety inspection fee is the same as established for Certificate of Occupancy Inspections by ordinance of the city commission.

A minimum standard of safety inspection shall include those requirements for compliance with the Florida Building Code, Florida Fire Prevention Code, Broward County Amendments, and other regulatory codes of the State of Florida such as but not limited to:

(1) Strength.

(2) Egress.

(3) Fire-resistance.

(4) Openings in walls.

(5) Electrical or plumbing equipment.

(6) Fire extinguishing system ~~apparatus~~.

(7) Handicap accessibility.

(8) Any other ~~NFPA 101~~ Life Safety system ~~Code~~.

Approval for such continued use shall not be construed to prohibit the inspection authority from at any time requiring that these minimum standards of safety be maintained during the period of use of the building in accordance with the Florida Building Code, Florida Fire Prevention Code and other regulatory codes of Broward County and the State of Florida in effect on the date of issuance of the permit ~~or the requirements of NFPA 101 Life Safety Code~~.

(Code 1975, § 14-14; Ord. No. 92-3, § 1, 1-8-92; Ord. No. 92-36, § 1, 6-24-92; Ord. No. 92-49, § 1, 9-23-92; Ord. No. 95-6, § 2, 4-26-95; Ord. No. 2007-06, § 2, 2-28-07; Ord. No. 2012-16, § 13, 7-11-12)

Sec. 12-31. Scope of payment of tax.

The payment of a ~~license~~ business tax under this chapter shall not authorize or legalize in any manner whatsoever the commission of any offense or crime against the city, the county, the state or the United States of America.

(Code 1975, § 14-15)

Sec. 12-32. Financial statement, inspection of inventories, etc.—Prerequisite to issuance of certain ~~licenses~~ business tax receipts.

(a) In all cases where the amount required to be paid for a ~~license~~ business tax receipt depends upon the amount of capital invested, value of goods or stock or property used in the business, it shall be the duty of the person applying for such ~~license~~ business tax receipt to render to the supervisor of local business ~~licenses~~ tax receipts a sworn statement of the amount of such capital, value of such stock, goods or other property, and such other proof, including insurance carried; and as a condition for the issuance of any such ~~license~~ receipt, the applicant shall be bound to submit for inspection and examination by the supervisor of local business ~~licenses~~ tax receipts, either before or after the ~~license~~ tax receipt is issued, inventories last taken or stock books, to show the amount of capital invested or the value of the stock of goods, wares or merchandise or other property carried or used in such business.

(b) The supervisor of local business ~~licenses~~ tax receipts may refuse to issue the ~~license~~ business tax receipt until such statement is filed and such inspection and examination is permitted. It shall be unlawful for any ~~licensee~~ applicant to refuse to allow such inspection and examination by the supervisor of local business ~~licenses~~ tax receipts.

(Code 1975, § 14-18; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-33. Same—False statements.

It shall be unlawful for any person to willfully make any false written affidavit as to the amount of the capital invested, or of the value of stock, goods or other property invested in the business and file such affidavit with the supervisor of local business ~~licenses~~ tax receipts or any other city official for the purpose of procuring a ~~license~~ business tax receipt for a less sum than is lawfully payable by the affiant or his principal. Any such ~~license~~ business tax receipt so obtained shall be void.

(Code 1975, § 14-19; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-34. Evidence of liability for ~~license~~ business tax; certificate of competency required for contractors.

(a) The fact that any person represents himself as being engaged in any business, occupation or profession for which a ~~license~~ business tax receipt is required for the transaction of business or the practice of such profession shall be evidence of the liability of such person to pay a ~~license~~ business tax, regardless of whether such person actually transacts any business or practices a profession. Displaying a sign or advertising indicating the conduct of a business or profession at a given location, advertising a business or profession in ~~the classified section of the telephone directory or city directory or other~~ any form of media or print shall be evidence that such person is holding himself out to the public as being engaged in a business or profession.

(b) Before a ~~license~~ business tax receipt can be issued to a contractor, such contractor must provide sufficient evidence of a certificate of competency issued by either the state, county or a municipality within the county that is deemed acceptable by the city building ~~and inspection~~ department.

(Code 1975, § 14-20)

Sec. 12-35. Insurance requirements for contractors.

(a) Every contractor granted a ~~license~~ business tax receipt shall be required to maintain at all times, with an insurance company authorized to do business in the state, employees' liability insurance or workers' compensation insurance and public liability insurance, with minimum limits on each not less than fifty thousand dollars ($50,000.00) for one (1) person and one hundred thousand dollars ($100,000.00) for more than one (1) person in any one (1) accident, and public property damage insurance with a minimum limit of not less than five thousand dollars ($5,000.00) for any one (1) accident.

(b) At the time application is made for a ~~license~~ local business tax receipt and before a ~~license~~ receipt can be issued, the contractor shall file with the building ~~inspector~~ department a certificate signed by a qualified agent for the insurance company stating that a policy has been issued to the ~~licensee~~applicant, or a form certifying that the contractor does not employ three (3) men or more and is not liable for state workers' compensation.

(Code 1975, § 14-21)

Sec. 12-36. Warehouses.

(a) Firms operating what are known as warehouses, no sale, from which they furnish and replenish their stores, are required to obtain a separate storage ~~license~~ business tax receipt for each distributing house or place in the city operated for the purpose of distributing goods, wares and merchandise among its retail stores.

(b) Any classified warehouse or storage depot conducting merchandise sales must secure a proper ~~license~~ business tax receipt in the classification which applies to the operation.

(Code 1975, § 14-22)

Sec. 12-37. Penalties for late payment of fees.

(a) Those ~~licenses~~ business tax receipts not renewed by October 1 shall be considered delinquent and subject to a delinquency penalty of ten (10) percent for the month of October, plus an additional five-percent penalty for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed twenty-five (25) percent of the local business ~~license~~ tax fee for the delinquent establishment.

(b) The penalties hereby imposed shall be collected in addition to the amount of the ~~license~~ tax, and the payment of such penalties shall not be pleaded as a bar to any proceeding charging the offense of doing business without a ~~license~~ receipt under this chapter.

(c) Any person engaging in or managing any business, occupation or profession without first obtaining a local ~~local~~ business ~~license~~ tax receipt, if required hereunder, shall be subject to a penalty of twenty-five (25) percent of the ~~license~~ business tax receipt determined to be due, in addition to any other penalty provided by law or ordinance.

(d) Any person who engages in any business, occupation or profession covered by this chapter, who does not pay the required local business ~~license~~ tax receipt within one hundred fifty (150) days after the initial notice of tax due, and who does not obtain the required local business ~~license~~ tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorney fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to two hundred fifty dollars ($250.00).

(Code 1975, § 14-23; Ord. No. 93-35, § 1, 12-22-93; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Due dates and delinquent penalties, F.S. § 205.053.

Sec. 12-38. Exemptions from payment of tax.

(a) All disabled persons physically incapable of manual labor, widows with minor dependents and persons sixty-five (65) years of age or older, with not more than one (1) employee or helper and who use their own capital only, not in excess of one thousand dollars ($1,000.00), upon filing with the supervisor of local business ~~licenses~~ tax receipt satisfactory proof of such conditions, shall be allowed to engage in ~~the~~ any business or occupation without being required to pay a business tax. ~~of merchant for the sale of merchandise other than drugs, medicines and liquors, without being required to pay the license tax as provided in this chapter for any such business.~~ The exemption provided by this section shall be allowed only upon the certification of a reputable physician, that the applicant claiming the exemption is disabled, the nature and extent of the disability being specified therein, and in case the exemption is claimed by a widow with minor dependents, or a person 65 years of age, proof of the right to the exemption shall be made. Any person entitled to the exemption provided by this section shall, upon application and furnishing of the necessary proof as

aforesaid, be issued a receipt which shall plainly be stamped or written across the face thereof the fact that it is issued under this section, and the reason for the exemption shall be written on the receipt.

(b) Any exemption permitted and provided for by state law shall be allowed and shall be implemented in accordance with the terms and provisions of the applicable statute.

(c) Upon written application on a form to be provided by the city clerk, charitable, educational, eleemosynary and other similar organizations, persons or groups may be relieved from the necessity of obtaining a local business ~~license~~ tax receipt otherwise required by this chapter. Such relief shall be granted in the following manner:

(1) By action of the city commission, where:

a. The application reveals a request for the use of publicly owned property such as, but not limited to, streets, parks or public buildings; or

b. Where the application reveals that the applicant desires to use, conduct or sponsor a circus, carnival or similar type of amusement by an amusement organization or professional amusement persons, in which event there shall accompany the application a copy of an executed contract between the applicant and such circus, carnival or similar type of amusement organization or professional amusement persons, reflecting that not less than fifty (50) percent of the net profits will be paid to the applicant, or in lieu of such copy, an affidavit to the same effect, sworn to and signed by the applicant.

All applications for waiver required to be passed upon by the city commission shall be accompanied by a certificate certifying that the applicant is in fact a nonprofit, charitable, educational, eleemosynary or other similar organization, person or group.

(2) By action for any application not required to be passed upon by the city commission; provided, that prior to any such waiver the supervisor of local business ~~licenses~~ tax shall determine that the applicant is in fact a nonprofit, charitable, educational, eleemosynary or other similar organization, person or group and attach his certificate to that effect to the application.

(Code 1975, § 14-24; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Exemption allowed certain disabled persons, the aged and widows with minor dependents required, F.S. § 205.162; other exemptions, F.S. §§ 205.063, 205.064, 205.171, 205.191, 205.192, 205.193.

Sec. 12-39. Amount of fee.

~~Licenses~~ Business Tax Receipts shall be issued to cover but one (1) location and but one (1) of the occupations of business classifications hereinafter set out unless permitted hereunder and the amounts assessed as business tax fees against the various trades, businesses and professions are created to read as follows:

CLASSIFICATION—USES RESIDENTIAL	CODE	BUSINESS FEE	REQUIREMENTS
Accessory dwelling unit	ADU	$364.30	Accessory dwelling unit shall be limited to one bedroom
Apartment complex – Multifamily	APC	$194.25	Rental Office
Apartment or unit, each	APA	$13.10	
Property management – leasing	PMP	$212.35	

Family day care home	FDC	$50	Limited to six (6) children. FS 166.0445 & 125.0109 applies
Home-based business	HOM	$212.30	The business shall perform consistent with Section 10-3.4(D)(7) of this Code and F.S. Sec. 559.955
Residential Life Safety Inspection	RLS	$50.00	Annual Inspection Required
Group Living			
Assisted living facility, Flat fee Up to six (6) residents	ALF	$401.75	~~HRS~~ State of Florida approval and inspection required; and certificate of occupancy; zoning distant of 1,000 feet; state license required
Fee for additional One (1) to six (6) beds	ALF1	$199.50	
~~Boarding or rooming house~~	~~BRH~~	~~$364.30~~	~~Per room or unit no individual kitchen facilities~~
~~Each room or unit~~	~~BRHR~~	~~$13.00~~	
~~Child care services—Limited to six (6) children~~	~~CCS~~	~~$66.50~~	~~In home hrs license certificate of insurance~~
Community residential home, type I—Six (6) or less residents	CRH1~~A~~	~~$401.75~~ 601.26	~~HRS~~ State of Florida approval and inspection required; and certificate of occupancy; zoning distant of 1,000 feet; state license required
~~One (1) to six beds~~	~~CRH1~~	~~$199.50~~	
Community residential home, type 2—Seven (7) to fourteen (14) residents	CRH2~~B~~	~~$401.75~~ 702.75	~~HRS~~ State of Florida approval and inspection required; and certificate of occupancy; zoning distant of 1,000 feet; state license required
~~Seven (7)—fourteen (14) beds~~	~~CRH2~~	~~$301.00~~	
Continuing Care Retirement Community	CCRC	$401.75	
Fee for additional One (1) to six (6) beds	CCRC1	$199.50	
Nursing home/convalescent facility	CV	$401.10	
One (1) to fifty (50) beds	CVB1	$200.25	
Over fifty one (51) beds	CVB2	$267.75	
~~Home office~~	~~HOM~~	~~$212.30~~	~~Mail and phone only; no employees or clients; no storage, commercial vehicles or signs permitted~~
~~Residential fire inspection~~	~~FIRE1~~	~~$50.00~~	~~Fire extinguisher and smoke detector required~~

CLASSIFICATIONS—USES PUBLIC, ~~AND~~ INSTITUTIONAL AND CIVIC	CODE	BUSINESS FEE	REQUIREMENTS
Community and Cultural Facilities			
Assembly hall	AH	$273.50	Accessory use
Club or lodge, Private	LPC	$273.50	
Country club	CCG	$273.50	Separate tax for Golf Course
Bingo games	BIN	$33.05	Accessory use

Bingo hall	BINN	$275.60	Accessory use
Hall for Hire	HH	$334.40	Includes Banquet facilities
~~Art school~~	~~ARS~~	~~$182.15~~	
~~Artist~~	~~ART~~	~~$90.80~~	~~Each~~
~~Instructional classes*~~	~~AL1~~	~~$133.60~~	~~*In addition to accessory retail use~~
Library, art gallery or museum	ARG	$182.15	Separate tax receipt for retail
Artist school	ARS	$182.15	
Artist	ART	$90.80	Each
Instructional classes	AL1	$133.60	In additional to accessory retail use
Municipal Facilities	MF	Fee exempt	
Religious Assembly	RA	Fee exempt	Fl. Stat. 205.191
Stadium or Arena	SA	$551.25	Plus each accessory use
Auditorium, public or private	AUP	$334.40	
Day Care Facilities			
Adult day care center	ADC	$200.55	
Child care facility/nursery	NUR	$200.55	Special Exception
Educational Facilities			
Business, trade and vocational school, Heavy	BVS1	$425.25	Heavy
Business, trade and vocational school, Light	BVS2	$425.25	Light
College or university	CU	$401.40	In addition to student enrollment
Less than 50 students	CU1	$133.85	
51 students or more	CU2	$200.55	
Dormitory or residence hall	DORM	$194.25	Accessory use
Dormitory or unit, each	DORM1	$13.10	
Parochial school, incidental	PS	$401.40	Incidental to a religious assembly
Less than 50 students	PS1	$133.85	In addition to Parochial school
51 students or more	PS2	$200.55	
Schools, public, private or religious	PV	$401.60	
Less than 50 students	PV1	$133.85	In addition to student enrollment
51 students or more	PV2	$200.55	
Health Care Facilities			
Clinic, medical, urgent care, or dental	PFF	$388.75	Includes PA and (1) individual with state license
Fee for additional state license and service	PFF1	$186.60	
Detoxification facility	DF	$468.00	
1 to 50 beds	DF1	$199.50	
Over 51 beds	DF2	$301.05	
~~Retail sales~~	~~MMR~~		~~Retail - See merchant~~
~~Churches and places of worship~~	~~CH~~	~~$267.75~~	~~For Profit~~
~~Churches and places of worship or non-profit facilities~~	~~N-P~~	~~Fee exempt~~	~~Requires 501.c(3) and not-for-profit corporation~~
Hospitals and sanitariums (public or private)	HS	$468.00	
1 to 50 beds	HS1	$199.50	

Over 51 beds	HS2	$301.05	
Post office	PO	Fee exempt	Governmental use—Non-profit
Post office accessory	POA	Fee exempt	Governmental use—Non-profit
~~Schools, public and private~~	~~PV~~	~~$401.60~~	~~Includes: satellite college or university; college or university, public or private~~
~~Pupils < 50~~	~~PV1~~	~~$133.85~~	
~~Pupils > 51 or more~~	~~PV2~~	~~$2O0.55~~	
Un-classified governmental uses	UGU	$267.75	Each use
Parks and open space			
Botanical Garden	BG	$401.60	Fee for each accessory use
Community Garden	CG	$200.55	
Golf Course business or office	GD	$194.25	In addition to all accessory uses
Golf Course	GD1	$468.00	
Golf carts, each	GCC	$36.20	Accessory to golf course
Golf cart service	GOC1	$92.90	Accessory to golf course
Driving range	GD2	$133.85	Accessory to golf course
Miniature golf- archery range	GD3	$133.85	Accessory to golf course
Golf or tennis pro	GPT	$186.60	Each
Miniature golf center	MGC	$401.60	
Park and playground	PAR	$401.60	

CLASSIFICATION—~~RETAIL and~~ COMMERCIAL USES	CODE	BUSINESS FEE	REQUIREMENTS
Agriculture and Animal-Related Services			
Agriculture, general	AG	$200.55	
Landscape, nursery, garden supp	LNU	$200.55	
Square ft. of area used*	NU1	$133.85	
Gravel, sand, sod, topsoil service	GR	$303.70	
Animal boarding kennel	AN-1	$267.75	
Animal clinic, veterinary office	AN-2	$133.85	No boarding of animals
Veterinarian/surgeon, each	AN-5	$186.60	At facility
Animal groomer, each	AN-4	$133.85	At facility
Animal groomer mobile	ANM-4	$133.85	Each
Pet care daily	PCD	$267.75	
Stable	ST	$267.75	
Food and Beverage Services			
Bakery	BA	$200.25	*In addition to retail
Bakery-Accessory use	BA1	$99.30	
Bar, lounge, or tavern	BAR	$267.50	Special Exception use
Bar, each	BARR	$267.50	Alcoholic beverage license
Bottle club	BT	$267.90	
Brewery	BRE	$267.50	
Food Truck	MFT	$00.0	Exempt
Nightclub	NTC	$535.80	Special Exception
Restaurant	RS		*Fee based on seating capacity

Capacity: 1 to 15	RS1	$166.95	
Capacity: 16 to 50	RS2	$301.05	
Capacity: 51 to 150	RS3	$434.95	
Capacity: 151 to 225	RS4	$702.95	
Capacity: 226 and over	RS5	$741.30	
Restaurant, fast casual (w/wo drive-through	RFC	$125.00	In addition to seating capacity
Restaurant, fast food (w/wo drive through)	RFF	$125.00	In addition to seating capacity
Carryout- Take out foods or beverages (w/wo drive-through)	CRT	$212.35	Such as coffee shops
Restaurant, with microbrewery	RBRE	$267.50	
Funeral and Internment Services			
Cemetery or mausoleum	CM	$803.50	
Crematorium	CC	$803.50	
Funeral home	FU	$803.50	
Funeral consultant	FUC	$304.20	
Funeral home embalmer	FU1	$186.60	State license, each
Lodging			
Bed and breakfast	BB	$212.35	No more than 8 sleeping rooms
Bed and breakfast- per room	BB1	$13.10	No more than 8 sleeping rooms
Hotel – Administrative Office	HTL	$186.60	
Hotel -Property Man/Leasing	PRP	$212.35	
Hotel – Per unit or room	HTL1	$13.10	Each
Hotel office and uses*	HTLS	$88.50	*In addition to accessory uses(vending machines, snack shop, restaurant, laundry machines, gift shops, etc.)
Offices, Business & Professional Services			
~~Abstract, title, or loan company; property closing; title insurance or appraiser~~	~~ABL~~	~~$267.00~~	~~Persons, corporations, firms or agents providing these business services either in part or in whole~~
~~Administrative offices or local offices—Agents~~	~~AGO~~	~~$194.25~~	~~Local business office—Maintaining no stock or inventory for retail or wholesale~~
~~Ambulance service company~~	~~AM~~	~~$188.75~~	~~Special exception certificate of convenience and necessity: HRS State of Florida license~~
~~Ambulances, each~~	~~AMB~~	~~$42.25~~	~~Accessory use to ambulance service~~
~~Answering service~~	~~ANS~~	~~$267.75~~	
~~Antique shop~~	~~ANT~~	~~$267.75~~	No used clothing
~~Apartment rental complex office~~	~~APC~~	~~$194.25~~	~~In addition to fee for each rental unit or apartment of two (2) or more units:~~
~~Apartment unit, each~~	~~APA~~	~~$13.00~~	~~Per unit~~

~~Property management and leasing~~	~~PRP~~	~~$212.25~~	
~~Appliance and electronics store, with service and installation~~	~~APP~~	~~$200.50~~	~~Fee based on inventory—See merchant~~
~~Arts and craft shop~~	~~ALC~~	~~$151.70~~	~~Retail sales—See merchant~~
~~Arts and craft instructional classes and craft parties~~	~~AL1~~	~~$133.50~~	
~~Art and graphic designer office~~	~~ARTG~~	~~$186.50~~	~~In addition to each art and graphic designer~~
~~Art and graphic designer, each~~	~~ART~~	~~$177.75~~	
~~Auction company or firm~~	~~AUC~~	~~$667.50~~	~~Special exception DBPR license req.~~
~~Auctioneer, each~~	~~AUCN~~	~~$200.25~~	~~Individual license only; firm or company, separate license~~
Bank/financial institution	FI	$535.75	
Bank/financial institution Acc.	FL1	$127.55	*Accessory use only
Office, professional and business	OFF	$186.60	
Contractor office	CO	$267.75	
Medical or dental office	PFF	$388.75	
Telephone call center	ANS	$267.75	
Personal Services			
Body piercing establishment	BPE	$254.10	
Body piercing technician	BPE1	$66.65	Each
Dry cleaning service	DRY1	$240.15	No chemical processing onsite
Dry cleaning pick-up station	DRY2	$166.95	Accessory
Coin laundry	DRY3	$289.80	No chemical processing onsite
Laundry, hand wash service	DRY4	$106.66	Accessory
Day spa	MGGB	$254.00	
Masseur or masseuse, each	MGG1	$66.65	
Message establishment	PF43	$254.00	
Massage therapist/spa technician	MGTW	$66.65	Each
Stylist/salon			
Barber	BEB	$80.85	In addition to operators/chairs
1 to 4 operators or chairs	BEB1	$194.25	
5 to 11 operators or chairs	BEB2	$267.85	
Over 12 operators or chairs	BEB3	$303.70	
Nail Salon / Tanning salon	BNTS	$151.45	In addition to number of technicians/specialists below
Nail salon – 1 to 3	BNTS1	$200.00	1 to 3 nail specialist/technician
Nail salon – 4 and over	BNTS2	$463.00	4 & more nail specialist/technician
Accessory activity, each	BNTS4	$66.65	Each activity: skin care, facials etc.
Tanning bed	BNTS5	$66.55	Each bed
Tanning salon	TAN	$267.75	
Tanning units 1 – 10	TAN1	$119.70	
Tanning units 11 or more	TAN2	$200.55	
Shoe repair	SRS	$133.85	Retail Sales General for add. fee
Tailor	TA	$166.95	

Tailor, accessory	TAA	$92.90	Accessory to business
Tattoo parlor establishment	TPE	$200.25	
Tattoo technician	TPE1	$66.65	Each
Recreation & Entertainment			
Adult Entertainment	ADE	$551.25	Additional receipt for sub uses
Adult bathhouse	ADE1	$200.55	
Adult bookstore	ADE2	$200.55	
Adult business and establishment	ADE3	$402.40	
Adult cabaret or theater	ADE4	$402.40	
Adult dancing establishment	ADE5	$402.40	
Adult dating service	ADE6	$254.10	
Adult encounter parlor	ADE7	$254.10	
Adult escort service	ADE8	$254.10	
Adult mini motion picture theater	ADE9	$402.40	
Adult photography/modeling	ADE10	$54.10	Studio
Amusement Arcade/center	ASA	$551.25	
Shooting gallery – paint ball	ASA1	$425.25	Add. receipt for accessory uses
Paint ball guns and accessories	PBG	$40.50	Each
Game machine	VVG1	$186.60	Each
Vending machines	VIN1	$7.85	Each
Bowling alley	BAW	$275.60	In addition to accessory uses
Bowling alley lane	BW	$53.00	Each
Carnival – Circus company	CIR	$92.90	Additional receipt for carnival
Carnival – Circus per week	CIR1	$669.60	
Concession stands	CIR2	$36.20	Each
Fitness/health and recreational sports center	HLH	$254.10	In additional to accessory uses such as retail
Movie Theater, Indoor	MV	$200.25	
Seats – 500 or less	MV1	$303.70	
Seats – Over 501	MV2	$535.75	
Juice and snack bar	JUS	$139.65	
Movie Theater – Drive-in	MV4	$669.60	
Recreation Center, indoor	RCOI	$401.60	
*Accessory use	MGC1	$66.65	*In addition to each accessory uses not listed
Children's rides	KR	$39.35	Each
Concession stands	MCC	$66.65	Each
Juice bar/Refreshment stand/Snack bar	JUS	$139.65	
Administrative Office	AGO	$194.20	
Retail	MMR		See Retail
Recreation Center, Outdoor	RCOO	$401.60	
*Accessory use	MGC1	$66.65	*In addition to each accessory uses listed above and not listed
Riding academy/Ice skating and roller rinks/ Roller blade and bicycle tracks	RIR	$424.25	Apply Code for each accessory uses listed above and not listed

Shooting range	SR	$559.90	
Retail Sales			
Bulk pool chemical sales	BPC	$303.70	
Convenience store	CON		Fee based on retail inventory
Equipment sales and repair, heavy	MS	$303.70	Apply Code for retail accessory use
Equipment rental/leasing	LER	$273.25	
Equipment rental/leasing acc.	LER1	$92.90	Accessory use
Farmer's market, outdoor	MRK	$186.60	
Medical Marijuana Dispensary	MMD	$186.60	See Retail Sales General/Add. fee
Furniture store	FRS		See Retail Sales General/ Add. fee
Furniture store showroom	FUR	$121.50	Minimal inventory and limited sale
Grocery store	GSR		Fee based on retail inventory
Liquor store	LIQ		Fee based on retail inventory
Vape & Smoke Shop	VSS		Fee based on retail inventory
Nursery	LNU	$200.55	
Square feet of area used*	NU1	$133.85	Receipt required for sq. ft. of area
Gravel/sand/sod/topsoil service	GR	$303.70	
Pawn shop	PW	$535.75	
Personal and household goods repair	PRS	$273.25	See definition in 10-6.2(C)
Locksmith	LO	$166.95	
Locks and keys – Accessory	LOO	$159.00	
Tailor	TA	$166.95	
Pharmacy	PHAR	$186.60	See Retail Sales General/Add. fee
Print shop	PMM	$212.35	
Retail sales/General	MMR		Fee based on retail inventory
Retail stock peak inventory:			
$1,000.00 or less	MM1	$106.55	
$1,001.00 - $5,000.00	MM2	$151.70	
$5,001.00 - $15,000.00	MM3	$212.35	
$15,001.00 - $25,000.00	MM4	$243.05	
$25,001.00 - $55,000.00	MM5	$334.05	
$55,001.00 - $105,000.00	MM6	$486.15	
$105,0001.00 - $150,000.00	MM7	$759.60	
$150,001.00 -$200,000.00	MM8	$911.40	
$200,001.00 or over	MM9	$1,060.50	
Vehicles and Equipment			
Boat and marine sales	BME	$267.75	See Retail Sales General/Add. fee
Car wash & auto detailing/Auto	AUT	$401.60	Accessory use
Car wash & auto detailing/ Non	AUTN	$401.60	Accessory use
Vehicle fuel sales/Gasoline station	GAS	$267.75	Separate receipt for retail sales
Vehicle rental -leasing	VRL	$303.70	
Per vehicle leased or rented	VRL1	$42.25	Each
Vehicle sales, new 1 to 25 vehicles	VSN	$402.30	Additional tax for accessory uses
Vehicle sales, new 26 and more	VSN1	$578.80	Additional tax for accessory uses
Vehicle sales, used 1 to 25	VSU	$402.30	Additional tax for accessory uses

Vehicle sales, used 25 and more	VSU1	$578.80	Additional tax for accessory uses
Vehicle service and repair, major	VSR	$182.15	
Vehicle service and repair, minor	VSR1	$182.15	

CLASSIFICATION— INDUSTRIAL USES	CODE	BUSINESS FEE	REQUIREMENTS
Communications			
Broadcast Studio	BD	$669.60	
Communication facility	WTF	$401.60	
Motion picture studio	MPS	$836.85	
Industrial Services			
Building material sales, Indoor	BUW	$267.75	Retail - Plus other sub uses below
Retail	MMR		Retail - See merchant
Administrative office	AGO	$194.25	
Warehouse – Storage	WAA	$401.60	
Showroom – Accessory	SHWW	$121.50	
Building material sales, Wholesale	MMW		Outdoor or Wholesale
Wholesale stock peak inventory:			
$1,000.00 or less	MM10	$133.85	
$1,001.00 - $5,000.00	MM11	$254.10	
$5,001.00 - $15,000.00	MM12	$364.60	
$15,001.00 - $25,000.00	MM13	$455.40	
$25,001.00 - $55,000.00	MM14	$546.75	
$55,001.00 - $105,000.00	MM15	$759.40	
$105,001.00 - $150,000.00	MM16	$911.40	
$150,001.00 - $200,000.00	MM17	$1,002.45	
$200,001.00 or over	MM18	$1,159.95	
Industrial service, general	WAS	$401.60	
Laboratory, research	PF20	$186.60	
Manufacturing & Production			
Assembly, light	AL	$200.55	No manufacturing on premises
Food processing	FPW	$267.75	
Manufacturing, artisan	MFA	$400.80	
Manufacturing, heavy	MFH	$401.50	
Manufacturing, light	MFL	$400.80	
Warehouse – On site	WAA	$401.60	Storage and distribution
Employing 1 to 25 people	MAO1	$212.35	
Employing over 26 people	MAO2	$425.25	
Wholesale	MMW		Add MMW stock inventory Code
Retail	MMR		Add MMR stock inventory Code
Utilities			
Utility facility, major	UFM	$836.85	
Utility facility, minor	UFM1	$401.60	
Wind energy conversion system	WECS	$401.60	
Warehouse, Wholesale & Freight			
Contractor's storage yard & supply	STY	$267.75	

Storage yard (cold storage)	SYC	$267.75	
Distribution center	DC	$401.60	
Food & other products, wholesale	FPW	$267.75	
Wholesale	MMW		Add MMW stock inventory Code
Administrative office	AGO	$194.25	Accessory use
Warehouse -Storage	WAA	$401.60	Accessory use
Showroom	SHWW	$121.50	Accessory use
Parcel delivery service	PDS	$212.35	
Personal hobby activity	HAC	$151.70	
Self-storage - Indoor	SLF	$186.90	In addition to the square footage
Under 5,000 sq. ft.	STA	$243.05	
5,001 to 8,000 sq. ft.	STB	$333,90	
8,001 to 25,000 sq. ft.	STC	$455.40	
Over 25,001 sq. ft.	STD	$546.75	
Self-storage, outdoor	STO	$267.75	In addition to square footage
Storage buildings	SBB	$401.60	
Wholesale establishment	WWG	$267.75	Add MMW stock inventory Code
Waste and Salvage			
Auto towing	TOW	$267.75	In addition to each tow truck
Tow truck	TOT	$42.25	Each
Auto wrecking and salvage yard	VE7	$267.75	
Recycling facilities	TRT	$200.55	
Wireless communication facilities			
Alternative tower structure - ROW	WTFR	$401.60	In addition to base station
Alternative tower structure-NROW	WTRN	$401.60	In addition to base station
Base station in right-of-way	BSR	$401.60	
Base station NOT in right of way	BSN	$401.60	
Small cell facility	SWF	$401.60	In addition to base station
Tower	TL	$836.85	In addition to base station

~~Auto dealer*~~ ~~*Dealers license required~~	~~AUD~~	~~$401.60~~	~~Person, corporation or firm buying or selling three (3) or more vehicles~~
~~Automobile dealership~~	~~AUD~~	~~$401.60~~	~~Special exception~~
~~Vehicle showroom~~	~~VES~~	~~$200.55~~	~~Retail license required for new and used vehicles~~
~~New vehicles * One (1) to twenty-five (25)~~	~~AUDN~~	~~$402.30~~	~~Additional licenses required for accessory uses:*~~
~~New vehicles * Over twenty-six (26)~~	~~AUDW~~	~~$578.80~~	
~~Used Vehicles* One (1) to twenty (20)~~	~~AUDU~~	~~$402.30~~	

Used vehicles * Over twenty-one (21)	AUDV	$578.80	
Auto detailing and car wash facility	AUT	$401.60	Special exception enclosed facility only
Automobile rental or leasing	AUR	$273.25	Special exception
Vehicle for rent or lease	AURL	$42.42	Each vehicle
Auto repairs General	ASRG	$182.15	Special exception (DACS) motor vehicle repair: certificate of insurance
Automobile showroom	ASW	$200.55	Special exception retail license required for new and used vehicles
Auto tag agency License bureau	ATG	$267.75	Separate license required for insurance sales, tax services
Auto tire sales and installation* *Includes: Tire repairs, retreading and vulcanizing (chemical tire treatment)	ATS	$133.75	Special exception retail license required
Bakery	BA	$200.25	(DACS) and retail license required as separate use
Bakery Accessory use	BA1	$99.30	(DACS) to licensed business
Barber and beauty supplies and equipment sales	BBS	$151.30	Retail license required
Bicycle, motorcycle, scooter, sales* and repairs	BIC	$200.55	*Retail See merchant
Boat, marine, small engines sales* and repairs	BME	$267.75	*Retail See merchant
Bookstore and video store and retail sales* No adult books or videos	BS	$200.55	*Retail license required for accessory sale items
Business machine repairs and sales*	BMR	$133.80	*Retail See merchant
Camera shop*	CAM	$168.00	*Retail See merchant
Film developing	CAMF	$66.50	Accessory use
Camera repairs	CAMR	$92.90	Accessory use
Car wash Self service	CAR	$267.75	Special exception
Circular and handbill distributing company	CLR	$200.25	
Clothing, shoe and accessory store*	CLS	$200.55	*Retail See merchant
Collection and claims agency	COLL	$406.85	(DACS) Required
Commercial lessor firm or corporation	CLF	$151.70	
Commercial unit	CLO	$26.70	Each
Commissary	CMM	$166.90	Accessory to restaurant
Consignment shop and dealer of secondhand goods*	CON	$200.55	*Used clothing limited to 25% of square footage
Convenience store with gas station	CSG	$267.75	Special exception

- Gas nozzle, each	CSN	$31.80	Each nozzle
- Retail	MMR		Retail—See merchant
Custom furniture shop and designer*	COD	$402.40	*Accessory use licenses required for showroom and retail sales (if applicable)
Decorator company or firm	DEC	$166.90	Includes: buntings, flags and pennants
Data processing or computer company or office	DP		
- Internet services and sales	DPS	$303.70	
- Repairs	DP1	$200.30	
- Service agency	DP2	$267.75	
- Software development	DP3	$334.30	
- Time sharing	DP4	$402.40	
- Consultant	DP5	$402.40	
- Combination of three (3) or more uses	DP6	$535.70	
- On-Line Currency Trading Retail	DP7	$267.75	
- Retail	MMR		Retail—See merchant
Department stores*	DEP		*Retail—See merchant
Designer company	DEE	$303.70	Includes: clothing, carpets
Discount department store*	DIP		*Retail—See merchant
Draftsmen	DR	$186.60	Not employed by registered architect or engineer
Drugstore or pharmacy		$186.60	State license (DBPR)
- Retail	MMR		Retail—See merchant
Floral or florist shop (DACS)	FL	$200.25	
- Floral accessory*	FL1	$133.75*	In addition to floral accessory license (balloons, toys, giftware, cards) Yellow Pages; FTD; Call-In
- Floral Telephone Orders	FL2	$267.75	
Fruit and vegetable market—Meat, poultry, seafood and delicatessen market*	MRK	$166.90	(DACS) Separate license required for retail—See merchant
- Fruit and vegetable market—Meat, poultry, seafood and delicatessen market	MRK2	$92.75	*Separate license required for each. As accessory use, each
Furniture store	FRS		Retail—See merchant
- Furniture store showroom	FUR	$121.50	Minimal inventory and limited retail sales
Gas company selling bottled gas	GAC	$166.75	Retail license required if equipment is sold
- As accessory use	GACA	$92.90	With licensed business
Gasoline service station*	GAS	$267.75	*Separate licenses required for retail sales and all accessory uses Special exception
- Nozzle, each*	GAS1	$31.80	
Gift and card shop	GCS		Retail—See merchant

Grocery store*	GSR		*Fee based on retail inventory—See merchant accessory use license
Gun shop	GU	$559.90	State license
Hardware, paint, glass, floor covering, and wallpaper store	HAR		Retail—See merchant
- Showroom	HARS	$121.50	*Accessory use license required for showroom
Hobby, fabric, arts and crafts shop	HAC	$151.70	
Ice cream store	ICE	$166.90	(DACS)
- Retail	MMR		Retail—See merchant
Ice cream vendor	ICV	$401.50	(DACS) certificate of insurance
Ice manufacturing, storage or delivery	ICM	$401.50	
Import and/or export company	IMP	$400.80	Department of commerce trade license
Interior decorator company	ID	$186.60	Does not include upholstery or re-upholstery on premises
Interior decorator, each	IDE	$186.60	(DBPR)
Jewelry, clock and watch repair	JCW	$200.25	Separate license required for retail sales
Jewelry dealer (Permanent records must be kept of all purchases and sales, including dates, names, etc.)	JD	$303.70	Buy and sell old gold, silver, and other precious metals; additional license required for retail sales
Jewelry designers	JDS	$303.70	Separate license required for retail sales
Jewelry exchange center	JE	$151.70	
Commercial lessor, per unit or space which rent is collected	CLO	$26.70	
Property management and leasing	PRP	$212.35	
Jewelry store* Individually owned (Includes repair of jewelry, watches and clocks)	JS		*Fee based on retail inventory—See merchant Accessory use license
Retail	MMR		Retail—See merchant
Landscape, tree planting or lawn maintenance company	LAWN	$121.50	Certificate of insurance
- Tree trimmer	CC*72	$212.30	Tree trimming license certificate of insurance
- Vehicle or truck, each	LAN1	$26.55	
Land development company	LAD	$303.70	
- General contractor, each*	CC*1	$267.75	*Separate licenses required for general contractor (GC) or real estate broker/agent certificate of competency real estate brokers license
- Real estate broker, each*	RE*1	$267.75	
- Real estate agent, each*	RE*2	$66.65	
Landscape, nursery and garden supplies	LNU	$200.55	

- Square feet of area used*	NU1	$133.85	*License required for square feet of area used
- Gravel, sand, sod, topsoil service or company	GR	$303.70	
- Retail	MMR		Retail—See merchant
Lawn mower sales and repairs	LMS	$127.60	
- Lawn mower repairs* (sharpening and grinding—Includes knives and keys)	LMR	$133.85	*Separate license required for repairs
- Retail	MMR		Retail—See merchant
Leasing and rental company	LER	$273.25	Retail License required for retail sales
- Leasing and rental accessory	LER1	$92.90	
Locksmith and key smiths	LO	$166.95	Insurance bond required
Locks and keys	LOO	$159.25	
Locks and keys, each ind.	RPP	$92.90	
Machinery, tools and construction equipment sales and services	MS	$303.70	No automobile repairs;
- Retail	MMR		Retail—See merchant
Marketing company	MR	$303.70	
Medical and dental supply sales	MSS	$194.25	Retail—See merchant
- Equipment renting/leasing	LER1	$92.90	Accessory use
Merchandiser	MER	$267.75	Buys and sells goods
Merchants—Retail and wholesale—See below	MMR MMW		Fee based on retail or wholesale inventory—See retail and wholesale listings
Merchants—Retail*	MMR		*Fee based on retail inventory—See merchant Merchants, storekeepers and dealers other than those specifically classified. Fee is based on peak retail stock:
Retail stock peak inventory:			
- $1,000.00 or less	MM1	$106.55	
- $1,001.00—$5,000.00	MM2	$151.70	
- $5,001.00—$15,000.00	MM3	$212.35	
- $15,001.00—$25,000.00	MM4	$243.05	
- $25,001.00—$55,000.00	MM5	$334.05	
- $55,001.00—$105,000.00	MM6	$486.15	
- $105,001.00—$150,000.00	MM7	$759.60	
- $150,001.00—$200,000.00	MM8	$911.40	
- $200,001.00 or over	MM9	$1,060.50	
Merchants—Wholesale*	MMW		*Fee based on wholesale inventory Merchants, storekeepers and dealers other than those specifically classified. Fee is based on peak wholesale stock:
Wholesale stock peak inventory:			
- $1,000.00 or less	MM10	$133.85	
- $1,001.00—$5,000.00	MM11	$254.10	
- $5,001.00—$15,000.00	MM12	$364.60	
- $15,001.00—$25,000.00	MM13	$455.40	
- $25,001.00—$55,000.00	MM14	$546.75	
- $55,001.00—$105,000.00	MM15	$759.40	
- $105,001.00—$150,000.00	MM16	$911.40	
- $150,001.00—$200,000.00	MM17	$1,002.45	
- $200,001.00 or over	MM18	$1,159.95	

~~Messenger and parcel delivery and delivery services~~	~~MSPD~~	~~$212.35~~	~~Certificate of insurance required~~
~~- Vehicle, each~~	~~MSSA~~	~~$39.60~~	
~~Microfilm and records storage company~~	~~MMS~~	~~$200.25~~	
~~Model and talent agency~~	~~MTA~~	~~$698.50~~	~~Bond and state license (DACS); insurance~~ ~~Special exception~~
~~Motorcycle sales and services~~	~~MSS~~		
~~- Motorcycle repairs~~	~~MSR~~	~~$92.90~~	~~Accessory use license~~
~~- Retail~~	~~MMR~~		~~Retail - See merchant~~
~~Moving agent~~	~~MVA~~	~~$166.95~~	~~Moving storage company license DACS and certificate of insurance~~
~~Moving storage company* (PODS containers)~~	~~MVS~~	~~$301.05~~	~~DACS and certificate of insurance~~ ~~*Retail license for moving supplies - See merchant~~
~~Moving company*~~	~~MVV~~	~~$200.25~~	~~DACS and certificate of insurance~~ ~~*Retail license for moving supplies - See merchant~~
~~Music company, composer or author~~	~~MUC~~	~~$254.10~~	~~Includes music composer and music author~~
~~Music installation company~~	~~MWV~~	~~$166.95~~	~~Requires permits, per installation~~
~~Newspaper or book publisher company~~	~~NP~~	~~$301.05~~	~~Daily and/or weekly~~
~~Newspaper bureau, agency~~	~~NP3~~	~~$267.75~~	~~Daily and/or weekly~~
~~Newspaper stand company~~	~~NS~~	~~$254.10~~	
~~- Newspaper stands~~	~~NSV~~	~~$7.85~~	~~Each~~
~~Newspaper telephone sales~~	~~NP4~~	~~$66.65~~	~~Each representative~~
~~Nightclub, or lounge~~	~~NTC~~	~~$535.80~~	~~Entertainment provided, either live or mechanical, dancing~~ ~~Special exception~~
~~Bar~~	~~BAR~~	~~$267.75~~	~~Alcohol beverage license~~
~~Bottle club~~	~~BT~~	~~$267.90~~	~~Bottle club license 14BC required~~
~~Restaurant*~~	~~RS~~		~~*Fee based on seating capacity - See restaurant~~
~~Paralegal - Public stenographer~~	~~PAS~~	~~$121.50~~	
~~Parking lot company~~	~~PAK~~	~~$133.85~~	~~Special exception~~
~~- One (1) to twenty-five (25)~~	~~PAK1~~	~~$100.00~~	
~~- Over twenty-six (26)~~	~~PAK2~~	~~$166.95~~	
~~Pet grooming shop~~	~~PEG~~	~~$133.85~~	~~Retail - See merchant~~
~~Groomer, each~~	~~PEGG~~	~~$133.85~~	
~~Pet - Bird shop~~	~~PE~~	~~$166.95~~	~~Retail - See merchant~~
~~Pet shop - Accessory use*~~	~~PE1~~	~~$92.90~~	~~*To licensed business~~
~~Pottery - Ceramic shop~~	~~PCR~~	~~$254.10~~	~~Retail - See merchant~~
~~- *Instructional classes~~	~~PCS~~	~~$133.60~~	~~*Accessory use license required for classes~~
~~Property investment company~~	~~PRO~~	~~$303.70~~	

Property management—Leasing company (management of land, janitorial and other functions of commercial or residential unit)	PRP	$212.35	Licenses required for each R.E. broker and R.E. agent (F.R.E.C. license required)
*Commercial lessor, per unit	CLO	$26.70	*Commercial lessor license required—Each space collecting rent
Public relations company or firm	PU	$187.40	
Real estate agent	RE*2	$66.65	Each agent (F.R.E.C.) (In addition to brokers lic.)
Real estate auction firm (must be conducted in city)	RE*3	$267.75	Valid F.R.E.C. license and not having a state license
Real estate broker	RE*1	$267.75	Each broker (F.R.E.C.) (In addition to real estate firm or corporation lic.)
Real estate firm, corporation	RE*	$267.75	F.R.E.C. (In addition to real estate brokers lic.)
Repair shop office	RPA	$166.95	Repairs on premises
*Accessory use (minor use)	RP19	$92.90	*Small appliances only
*Appliances (domestic)	RRC	$200.55	*Washers, dryers, sewing machines, small appliances
Auto electronics, air craft, alarms and stereos	RRA	$212.35	
Automobile, motor vehicle, battery and radiator	RPB	$182.15	ASC certification*
Beeper-pager-register-fax	RRB	$212.35	
Car wash	RRD	$255.55	
Gun repair	RRG	$191.10	
Heavy equipment	RRL	$267.75	
Marine-Boat-Small engine	RRM	$255.15	
Sports equipment	RRS	$182.15	
Tools and pumps	RRP	$200.55	Boiler and steam engines
Research analyst	REE	$254.10	
Restaurant*	RS		Grease trap maintenance required; sanitation agreement (4 to 6 pickups) *Accessory use
*Fee based on seating			
*Capacity:			
—Capacity: 1 to 15	RS1	$166.95	
—Capacity: 16 to 50	RS2	$301.05	
—Capacity: 51 to 150	RS3	$434.95	
—Capacity: 151 to 225	RS4	$702.95	
—Capacity: 226 and over	RS5	$741.30	
Take out (restaurant)*	RS6	$92.90	
Bar	BAR	$267.75	Special exception
Restaurant party room	RSP	$200.55	Restaurant accessory use
Restaurant, fast food* (with or without drive-through)	RFF	$125.00	Special exception *In addition to seating capacity—See restaurant
Retail—General	MMR		Retail—See merchant

Rummage sales (per day) In conjunction with charitable, school, religious or city social one (1) per year, no charge	RU*	$133.88	Certificate of insurance; letter of permission; BSO notification; Proof of 501.c(3)exemption*
Salesman—Sales agent	SA	$200.55	Retail—See merchant
Security and guard service (armed or unarmed)	SEG	$186.60Tc>(DBPR) bond or certificate of insurance	
Security Guard—each	SEGG	$88.50	
Sign shop—Corporation or firm	SIN	$166.95	Certificate of insurance certificate of competency
Sign contractor	CC23	$267.75	Each
Shoe repair shop	SRS	$133.85	Retail—See merchant
Shoeshine stand, each	RPJ	$30.15	Accessory use
Showroom—General	SH	$303.70	Minimal inventory—License required—See merchant
Showroom—Accessory	SHW	$121.50	Accessory to licensed business—Inventory $1,000.00 or less
Solicitation company or charitable organization	SOE3	Fee exempt	Non-profit 501.c and articles of incorporation—Not-for-profit
Solicitation company or organization (telephone sales and door-to-door sales—Delivery made at the time of sale or for future order)	SOC	$182.15	For profit surety bond
-Solicitor, each	SOE	$66.65	
-Solicitation—Per month	SOC1	$66.65	
-Solicitation—Per year	SOC2	$333.90	
Solicitation company by telephone	SOT	$267.75	Telephone sales and door-to-door sales—Delivery at time of sale or future order
-Retail	MMR		Retail—See merchant
Sporting goods store*	SPS	$194.25	*In addition to retail license based on inventory
-Sporting equipment repairs	RRS	$182.15	
-Retail	MMR		Retail—See merchant
Storage warehouse office	ST	$184.00	Special exception includes on-site living quarters for security and facility landlord or agent; retail—See merchant (includes boxes, tape, etc.)
-Each storage building:			
—Under 5,000 sq. ft.	STA	$243.05	
—5,001 to 8,000 sq. ft.	STB	$333.90	
—8,001 to 25,000 sq. ft.	STC	$455.40	
**Over 25,001 sq. ft. and Office	STD	$546.75	**Includes office
Storage yard (contractors)	STY	$267.75	Special exception
Storage yard (cold storage)	STC	$267.75	Special exception
Tax preparation service	TAX	$186.60	Not CPA

Telemarketing sales	TEL	$401.60	DACS required retail—See merchant
- Telemarketing agent, each	TEL1	$66.65	DACS required
Thrift and used merchandise store*	THU	$194.25	*In addition to retail license based on inventory—see merchant
Time share management and leasing office	TMGT	$166.95	F.R.E.C. license required
- Time share units, each	TMS	$26.25	F.R.E.C. license required leased and owned, per unit and per week
- Time share broker, each	TMSB	$267.75	
- Time share agent, each	TMSS	$66.65	
Top shop—Vehicle upholstery office	TPS	$186.60	Special exception retail—See merchant
- Accessory use	TPS1	$66.65	Each top or carrier
Travel bureau agency	TV	$200.55	ARC bond or letter of credit—(DACS)
Trailer/car top carrier office	TR	$166.95	
- Trailers and car top, carriers, one (1) to fifteen (15)	TR1	$108.90	Connected by a hitch
- Trailers and car top, carriers, over (15) fifteen	TR2	$200.55	Connected by a hitch
- Accessory uses	TPS1	$66.65	Licenses required
Unclassified	UN	$267.75	Businesses, occupations, professions, exhibits not listed, either temporary or fixed
Vendors (See F.S. § 205.064 for Florida-grown farm and fish products)	VD*	$334.40	DACS or DBPR Food-products, ice cream, snacks, soda, merchandise, and services from moving vehicle
Warehouses and mini-warehouses facility	WAA	$401.60	
Water distribution company	WAT	$133.85	Water sold in bottles
- Warehouse storage	WAS	$401.60	
- Retail	MMR		Inventory—See merchant

CLASSIFICATION—USES AND PERSONAL SERVICES	CODE	BUSINESS FEE	REQUIREMENTS
Adult entertainment business (in addition licenses for all other uses)	ADU	$551.25	Special exception (B-3 zoning district only)
Application review fee	ADR	$250.00	
- Adult bookstore and video	ADU1	$200.55	
- Adult cabaret, theater	ADU2	$402.40	
- Body piercing facility	ADU3	$254.10	Licensed physician
- Technician	ADU4	$66.65	Each
- Dating service	ADU5	$254.10	
- Tattoo parlor	ADU6	$200.25	
- Tattoo technician	ADU7	$66.65	Each

Advertising company	ADP	$243.05	Includes: advertising sales, directories, promotional goods and advertising agents, preparing advertising material in city or elsewhere
Alterations—Accessory use	ALT1	$66.65	As accessory to licensed business
Alterations shop	ALT	$119.70	
-*Custom sewing and design	ALT2	$401.60	*In addition to accessory uses
-*Dressmaking	ALT3	$119.70	
-*Embroidery	ALT4	$92.90	
-*Tailor	ALT5	$166.95	
-Retail	MMR		Retail—See merchant
Animal boarding kennel	AN-1	$267.75	Special Exception
Animal broker-exhibitor-trainer	AN-3	$243.08	
Animal clinic, veterinary hospital	AN-2	$133.85	No boarding of animals, no exterior runs or pens
-Veterinarian/surgeon, each	AN-5	$186.60	At facility
-Animal groomer, each	AN-4	$133.85	At facility
-Retail	MMR		Retail—See merchant
Animal grooming mobile	ANM-4	$133.85	Each
Animal veterinarian/surgeon	AN-5	$186.60	Each
Answering service	ANS	$267.75	
Answering service rep., each	ANP	$92.90	
Art graphic designer office	ARTG	$186.60	
Art and graphic designer, each	ARTD	$186.60	
Artist, each	ART	$90.80	Accessory Use at licensed business
Astrologers* each	AS	$970.20	*Including: fortune tellers, palmists, mind-readers, mediums, clairvoyants, phrenologists and others of a similar nature
-Facility—Office	AGO	$194.25	
-Retail	MMR		Retail—See merchant
Athletic and health clubs	AT	$213.15	Retail—See merchant
Auto tag and license agency	ATG	$267.85	
Insurance office*	INSD	$182.15	*Separate licenses required for insurance sales and income tax services, and all other accessory uses not listed
Insurance agent*, each	INWA	$66.65	
Tax preparation service*	TAX	$186.60	
Auction company, corporation or firm	AU-2	$667.50	DBPR—Conducting sales from established place of business
-Auctioneer	AU-1	$200.25	Each
Auto dealer (types: auction, franchise, independent, wholesale)	AUD	$401.60	Sells, buys, or displays for sale, three (3) or more motor vehicles per year
Auto detailing company	AUT	$401.60	Special exception enclosed facility only
Automatic/self-service car wash	CAR	$267.75	Special exception

- Detailing	AUT	$401.60	
- Vending machines	VIN1	$7.85	Each
- Retail	MMR		Retail—See merchant
Bank—Financial institution (with drive-thru)	FI	$535.75	Special exception
Bank—Financial institution (with no drive-thru)	FI	$535.75	
Bank—Financial institution*	FL1	$127.55	*Accessory use only
Banquet facility	CTB	$334.40	Includes caterers and parties; includes one (1) truck
Bar, each	BARR	$267.50	Alcoholic beverage license
Bar-lounge	BAR	$267.50	Special exception see nightclub or lounge if music, entertainment or dancing provided; no food preparation
Barber—Beauty shops	BEB	$80.85	State CE license
- 1 to 4 operators or chairs	BEB1	$194.25	
- 5 to 11 operators or chairs	BEB2	$267.85	
- Over 12 operators or chairs	BEB3	$303.70	
- Nail specialist	BEB4	$39.60	Each
- Waxing and electrolysis	BEB5	$66.65	Each
- 1 to 3 manicurists	BEB6	$84.75	
- 1 to 3 nail specialists	BEB7	$182.15	
- 4 or more nail specialists	BEB8	$273.25	
- Facial and skin care specialist	BEB9	$66.65	Each
- Facial and skin care specialist independent	BEBF	$66.65	Each
- Permanent makeup specialist	BEPM	$90.80	Each
- Retail	MMR		Retail—See merchant
Billing service	BIL	$166.95	
Blueprint and multi-graph company	BMG	$212.35	Includes: photostats, lithograph, mimeographing
Retail	MMR		Retail—see merchant
Boarding kennel	AN-1	$267.75	Special exception
Bondsmen, professional	BON	$568.30	Cash
Bondsmen, professional	BON1	$200.00	Surety—Must meet dept. of insurance requirements
Book publisher	BOSP	$303.70	
Brokerage firms*	BK	$401.60	*Selling stocks, bonds, futures or options; state license required
- Auto broker	BKA	$273.25	All other brokers—No display rooms
- Yacht—Ship broker (sales charter)	BK2	$133.85	
- Commodity-produce broker	BK3	$267.75	
Burglar alarm—Monitoring co.	BU	$267.75	
Business advisor—Consultant	BVSE	$273.25	

Business machine company	BVS3	$166.59	Retail license if equipment is sold—See merchant
- ATM machines, each	BVSA	$127.55	Installed at lic. business
- Business machine repairs	BVSR	$133.85	Accessory use
Business, trade and vocational schools	BVS2	$425.25	For profit
Carpet and rug cleaning co.	CRR	$166.95	Not associated with laundry
Carryout-Takeout foods (with or without seating)	CRT	$212.35	DACS
Carryout foods—accessory	CTT	$108.90	
- Catering accessory*	CTBA	$96.85	*to licensed deli or retail
- Restaurant—< 16 Seats	CRTB	$66.65	Accessory to restaurant
- Restaurant—< 17 Seats	CRTA	$92.90	Accessory to restaurant
Catering service	CTC	$334.40	Includes one (1) truck
- Catering accessory*	CTBA	$96.85	*Accessory to licensed deli
- Carryout Foods—Accessory	CTT	$108.90	Accessory
- Food Service Accessory	CTAD	$96.85	Accessory
- Restaurant—< 16 Seats	CRTB	$66.65	Accessory to restaurant
- Restaurant—< 17 Seats	CRTA	$92.90	Accessory to restaurant
Check cashing store	CCP	$285.30	Includes: payroll advance, western union, money order, dept. of finance license required
- *Check cashing, payroll advance, money orders, Western Union	CPA	$92.90	*Accessory to licensed business
- Retail	MMR		Retail—See merchant
Church facility	CH	$267.75	For profit
Church facility	NON	Fee exempt	Not-for-profit 501.c-3 required
Clinic, medical or dental facility	PF37	$186.60	In addition to licenses for all medical staff and services
- Acupuncture, each	PF1A	$186.60	(DBPR)
- Chiropractor, each	PF7	$186.60	(DBPR)
- Physicians, each	PF15	$186.60	(DBPR)
- Laboratory	PF20	$186.60	(DBPR)
- Physical therapist, each	PF32A	$186.60	(DBPR)
- Massage therapist, each	PF33	$186.60	(DBPR)
- Physician's assistant, each	PF40	$186.60	(DBPR)
- Massage establishment	pf41	$186.60	Required with (DBPR)
Clinic, veterinary	AN-2	$133.85	In addition to licenses for all veterinarians and services
- Veterinarian	AN-5	$186.60	Each
- Groomer	AN-4	$133.85	Each
- Retail	MMR		Retail—See merchant
Contractor-corporation or office	CC*	$184.00	All contractors shall have a current state licensing certificate of competency (850) 487-1395 or certificate of competency from Broward County (954) 765-5108

			~~and certificate of insurance and workers comp. insurance~~
Contractors			
~~General contractor~~	~~CC*1~~	~~$267.75~~	
~~Engineering contractor~~	~~CC*2~~	~~$267.75~~	
~~Electrical contractor~~	~~CC*3~~	~~$267.75~~	
~~Plumbing contractor~~	~~CC*4~~	~~$267.75~~	
~~Steel contractor~~	~~CC*5~~	~~$267.75~~	
~~Consultant contractor (no field work)~~	~~CC*6~~	~~$267.75~~	
~~A/C, refrigeration contractor~~	~~CC*7~~	~~$267.75~~	
~~Duct installation/sheet metal contractor~~	~~CC*8~~	~~$267.75~~	
~~Elevator contractor~~	~~CC*9~~	~~$267.75~~	
~~Flooring/finishing contractor~~	~~CC*10~~	~~$267.75~~	
~~Glazing contractor~~	~~CC*11~~	~~$267.75~~	
~~Lathing contractor~~	~~CC*12~~	~~$267.75~~	
~~Lot clearing/grading cntr~~	~~CC*13~~	~~$267.75~~	
~~Insulation contractor~~	~~CC*14~~	~~$267.75~~	
~~Landscape contractor~~	~~CC*15~~	~~$267.75~~	
~~Mason/cement contractor~~	~~CC*16~~	~~$267.75~~	
~~Ornamental decor contractor~~	~~CC*17~~	~~$267.75~~	
~~Painting contractor~~	~~CC*18~~	~~$267.75~~	
~~Roofing-sheet metal~~	~~CC*21~~	~~$267.75~~	
~~Septic tank contractor~~	~~CC*22~~	~~$267.75~~	
~~Sign contractor~~	~~CC*23~~	~~$267.75~~	
~~Solar heating contractor~~	~~CC*24~~	~~$267.75~~	
~~Sprinkler system contractor~~	~~CC*25~~	~~$267.75~~	
~~Swimming pool contractor~~	~~CC*28~~	~~$267.75~~	
~~Tile, terrazzo, marble and granite contractor~~	~~CC*30~~	~~$267.75~~	
~~Wrecking contractor~~	~~CC*31~~	~~$267.75~~	
~~Well drilling contractor~~	~~CC*32~~	~~$267.75~~	
~~Blinds installation contractor~~	~~CC*33~~	~~$267.75~~	
~~Burglar alarm contractor~~	~~CC*34~~	~~$267.75~~	
~~Liquefied petroleum gas cntr~~	~~CC*35~~	~~$267.75~~	
~~Subcontractors~~	~~CC*39~~	~~$267.75~~	
~~Carpenter-cabinetmaker-refinishers and/or wood wkrs~~	~~CC*40~~	~~$267.75~~	
~~Drywall contractor~~	~~CC*45~~	~~$267.75~~	
~~Sandblasting contractor~~	~~CC*47~~	~~$267.75~~	
~~Roof painting and cleaning~~	~~CC*48~~	~~$267.75~~	
~~Rough carpentry and formwork~~	~~CC*51~~	~~$267.75~~	
~~Non-electric sign erection~~	~~CC*52~~	~~$267.75~~	
~~Roof decks~~	~~CC*53~~	~~$267.75~~	
~~Gasoline tank and pump cntr.~~	~~CC*54~~	~~$267.75~~	

Water conditioning contractor	CC*55	$267.75	
Fire alarm contractor	CC*56	$267.75	
Communication sound system contractor	CC*57	$267.75	
Underground and aerial utility transmission/distribution line	CC*61	$267.75	
Surfacing, seal coating, pavement and signage cntr.	CC*62	$267.75	
Concrete driveways, curbs, gutters and sidewalks cntr.	CC*63	$267.75	
Fuel transmission and distribution line contractor	CC*64	$267.75	
Road/asphalt/concrete paving	CC*66	$267.75	Docks and seawalls included
Marine harbor facilities	CC*67	$267.75	Not classified
All other contractors	CC*71	$267.75	
Sub-contractors			
Pile drivers	CC*19	$160.10	
Pipe fitters	CC*20	$160.10	
Steel sash and window installation	CC*26	$160.10	
Structural/reinforcing iron	CC*27	$160.10	
Swimming pool service plaster and marcite work	CC*28A	$160.10	
Swimming pool cleaning and maintenance	CC*29	$160.10	
Ceiling-acoustical tile	CC*36	$160.10	
Fence installation	CC*37	$160.10	
Screen enclosure	CC*38	$160.10	
Awning installations	CC*41	$160.10	
Finished carpentry	CC*42	$160.10	
Concrete placing and finishing	CC*43	$160.10	
Non-explosive demolition	CC*44	$160.10	
Elevator maintenance	CC*46	$160.10	
Plastering and wallpapering	CC*49	$160.10	
Waterproofing	CC*50	$160.10	
Community antenna TV, radio and satellite dist. ctr.	CC*58	$160.10	
Pneumatic control (relating to compressed air)	CC*59	$160.10	
Paver installation	CC*60	$160.10	
Feeder distribution interface installer	CC*65	$160.10	
Carpet installer	CC*68	$160.10	
Cable television installer	CC*69	$160.10	
Jack and bore installer	CC*70	$160.10	
Tree trimmer	CC*72	$212.35	
Non-explosive demolition	CC*73	$160.10	
All other sub-contractors	CC*74	$212.35	Not Listed

Screen repairs	CC*75	$160.10	No structural or enclosures
Day care, child care nursery	NUR	$200.55	Special exception HRS
Commercial facility		$200.55	HRS
Dialysis center	DYY	$401.60	Special exception
- One (1) to 15 units	DYY1	$133.85	
- Over sixteen (16) units	DYY2	$366.70	
Dressmaking and alteration shops	DRE	$119.70	Retail—See merchant (if material and sewing items sold)
- Dressmaking and alterations	DRE1	$66.65	Accessory use
Dry cleaning company or firm	DRR	$166.95	Special exception
- Dry cleaning plant	DRY1	$240.15	(Dry cleaning on premises)
- Shoe repair	RPG7	$133.85	
- Alterations	TAA	$92.90	
- Retail	MMR		Retail—See merchant
Dry clean pickup station	DRY2	$166.95	Includes pickup and delivery to customers
- Shoe repair	RPG7	$133.85	
- Alterations	TAA	$92.90	
- Retail	MMR		Retail—See merchant
Electronic repairs	RPF6	$212.35	Includes: radio, stereo, television and video equip.
Emergency health care facility*	EHC	$186.60	*Medical staff and on-site lab licensed separately
Emigrant agents	EA	$1,004.30	Includes any agent, solicitor or recruiter engaged in the business of hiring, enticing or soliciting of laborers or emigrants
Express or parcel delivery services	EXP	$212.35	
- Vehicle	EXPV	$39.60	Each
Express or parcel delivery distribution center	EDC	$212.85	
Extermination service or pest control company (power-spraying, household or commercial)	EXTP	$267.75	State license certificate of insurance
- Exterminator, each	EXX	$90.80	HRS license and insurance
Finance and discount company	FD	$593.75	Includes account liquidators, personal and mortgage loans, moneylenders and credit associations
Financial institutions or companies	FI	$535.75	Commercial banks, trust companies, building or saving and loan associations
Financial institutions	FI1	$127.55	Accessory use to licensed business
Fire extinguisher services	FIRS	$303.70	Retail—See merchant
Funeral consultant	FUC	$304.20	
Funeral home	FU	$803.50	State License
- Funeral home embalmer	FU1	$186.60	State license, each

Health, physical fitness, spa and weight reduction facility*	HLH	$254.10	*In addition to accessory uses DBPR certificate of insurance
- Retail			Retail - See merchant
Herbalist facility	HB	$186.60	Retail - See merchant
- Herbalist	HBR	$186.60	Each
- Retail	MMR		Retail - See merchant
Home health care services or agency	HC	$401.60	DBPR
Home inspection services	HMS	$254.10	
Hotels - Administrative office	HTL	$186.60	
- Hotel - Property management and leasing	PRP	$212.35	
- Hotel - Per unit or room	HTL1	$13.10	Each
- Hotel office and uses*	HTLS	$88.50	*In addition to accessory uses (vending machines, snack shop, restaurant, laundry machines, gift shop, etc.)
Household janitorial maintenance* (limited to commercial and domestic window cleaning; pressure cleaning of patios, driveways, sidewalks only)	HAM	$163.80	*No handyman work *No repairs, plumbing, fan installation, plumbing, electrical, structural work No roof cleaning Certificate of insurance
House/pet sitter	HOS	$191.10	Bonded and insured
Insurance adjuster - Solicitor	INSA	$96.85	Each
- Insurance agency or office	INSD	$182.10	
Insurance company (each company doing business within the corporate limits of city)	INS*1	$200.25	State license includes: casualty, liability, fire, industrial and life insurance companies
Insurance office - Individually owned	INSD	$182.15	Located in city one (1) or more types of insurance (casualty and liability; fire; industrial; life insurance)
- Agent, each	INWA	$66.65	
- Insurance agent	INS*2	$160.10	Each agent - Writing insurance for company
Insurance traveling agent	INSB	$92.90	Each
- Insurance office	INSD	$182.15	
Juice bar - Refreshment stand - Snack bar	JUS	$139.65	DBPR
- Juice bar accessory	JUU	$84.75	To licensed business
Laboratory, general	LAB	$186.60	DBPR testing and research
Laboratory, dental and medical	PF20	$186.60	Facility - DBPR
- Laboratory staff, each	PF40	$186.60	
- Physician, each	PF15	$186.60	
Laundromat	DRY3	$289.80	Self Service
- Laundry, hand wash service	DRY4	$106.55	Accessory

- Dry cleaning pickup station	DRY2	$166.95	Accessory
Linen-towel, uniform, diaper service company*	LNSU	$186.60	*Separate license required for on-site laundry service special exception
- Laundry, hand wash service	DRY4	$106.66	Accessory
- Dry cleaning service	DRY1	$240.15	Accessory
Locksmith	LO	$166.95	Insurance bond
- Locks and keys—Accessory	LOO	$159.00	With licensed business
Maid cleaning service	MAD	$212.35	Insurance or bond
Mail and packing store, private	MAA	$191.10	
- Mail box rental, each	MAB	$18.10	Commercial use, each
- Package and drop shipping	CATS	$163.50	
- Retail	MMR		Retail—See merchant
Maintenance and janitorial service or company	MAJP	$182.15	Insurance or bond (commercial, domestic, window cleaning, pressure cleaning (sidewalks, patios, driveways only). No roofs; no handyman work
Manufacturers representative	MFR	$400.80	No inventory
Manufacturing company administrative office	MAO	$186.60	License required for retail and/or wholesale sales—See merchant
- Warehouse—On-site	WAA	$401.60	Storage and distribution Includes owner and operators
- Employing 1 to 25 people	MAO1	$212.35	
- Employing over 26 people	MAO2	$425.25	
- Wholesale	MMW		Wholesale—See merchant
- Retail	MMR		Retail—See merchant
Marketing company	MR	$303.70	
Martial arts facility	MRF	$254.00	Insurance
- Martial arts instructor, each	MRS	$106.55	Insurance
- Retail	MMR		Retail—See merchant
Massage—Body wrap-day spa salon	MGGB	$254.00	DBPR insurance
- Masseur or masseuse, each	MGG1	$66.65	DBPR—Massage only—No physical therapy
- Massage therapist-body wrap technician, each	MGTW	$66.65	DBPR, each
- Accessory uses, each	MGA	$66.65	Each activity: waxing, skin care, facials, electrolysis, etc.
- Tanning—1—10 beds or units	TAN1	$119.70	
- Tanning—> 11 beds or units	TAN2	$200.55	
- Retail	MMR		Retail—See merchant
Miniature picture machine company	MD	$836.85	Installing, maintaining, and operating coin-operated machines
- Machine, each	VVG	$186.60	
Motion picture studio	MPS	$836.85	Special exception
Movie theater	MV	$200.25	Special exception

- Seats—500 or less	MV1	$303.70	
- Seats—Over 501	MV2	$535.75	
- Juice and snack bar	JUS	$139.65	
- Drive-in theater	MV4	$669.60	
Music teacher (each)	MUT	$186.60	Lessons in pupils homes No retail sales
Musicians, street	MUI	$334.40	Per week
			Permit required insurance/hold harmless
Music juke box	MUR	$186.35	Accessory to business
Music machines—Karaoke-disc jockey	MUK	$212.35	
Music accompaniment	MUKA	$186.60	Accessory to business
Nail salon-tanning salon	BNTS	$151.45	DBPR
- 1 to 3 nail specialists/technicians	BNTS1	$200.00	DBPR
- 4 or over nail specialists/technicians	BNTS2	$463.00	DBPR
- Accessory activity, each	BNTS4	$66.65	DBPR—Each activity: skin care, electrolysis, facials, tanning, ear piercing, massages, etc.
- Tanning bed	BNTS5	$66.65	DBPR—Each bed
- Massage establishment	PF43	$186.60	DBPR—required if massages are performed
- Retail	MMR		Retail—See merchant
Nursing home or convalescent facility	CV	$401.10	HRS
- One (1) to fifty (50) beds	CVB1	$200.25	
- Over fifty-one (51) beds	CVB2	$267.75	
Painting—Decorating—Interior	PF4A	$186.60	DBPR
Designer contractor			Insurance
Pay-day advance	PY	$303.70	
Personal services	PRS	$273.25	Subject to zoning
Picture framing	PCF	$267.75	Retail—See merchant
Photographer (mobile)	PHH	$267.75	Includes: commercial, video, mobile, passport or portraits
Photo studio and processing	PHHS	$267.75	Includes: commercial, video, mobile, passport or portraits
- Photographer	PH1	$92.90	Accessory to photo studio
Photo lab service	PHSL	$166.95	Retail—See merchant
Print shop	PMM	$212.35	Includes: multi-graphing, blueprint, photostat, embossing, bookbinding, engraving, mimeographing, letter writing
Promoter—Party planner	PPP	$303.71	Includes: entertainment, sports, parties or contests
Radio or television booster or cable company	RD	$401.60	

Retirement/adult congregate living facility	RT	$401.60	Special exception
- One (1) to fifty (50) beds	RTA	$200.55	
- Over fifty-one (51) beds	RTB	$301.05	
Self service storage facility	SLF	$186.90	Special exception
- Under 5,000, each bldg.	STA	$243.05	
- 5,001 to 8,000, each bldg.	STB	$333.90	
- 8.001 to 25,000, each bldg.	STC	$455.40	
- Over 25,001, each bldg.	STD	$546.75	Includes on-site living quarters for security purposes for landlord or agent
- Administrative office	AGO	$194.25	
- Storage yard	STY	$267.75	
- Retail	MMR		Retail - See merchant
Shoe repair	RPG7	$133.85	Retail - See merchant
Studio, instructional	INC	$186.60	Instructional classes
- Instructional classes	INC1	$92.90	Accessory use
Studio, professional	INP	$186.60	Artists, including retouching, sketching, cartooning, etc.
- Architects	PF4	$186.60	Each (DBPR)
- Artist	ART	$90.80	Each
Tailor shop (dressmaking)	TA	$166.95	Includes: custom sewing and design and alterations;
- Tailor, accessory	TAA	$92.90	Accessory to Business
Tanning salons	TAN	$267.75	HRS Certificate of insurance
- 1 - 10 tanning units	TAN1	$119.70	
- Over 11 tanning units	TAN2	$200.55	
Telemarketing sales	TEL	$401.60	DACS Retail - See merchant
- Telemarketing agent, each	TEL1	$66.65	DACS
Time share company	TMGT	$166.95	
- Property management and leasing	PRP	$222.95	
- Time share apartment units	TMS	$26.25	Each
- Time share broker	TMSB	$267.75	Each (F.R.E.C.)
Towing service company	TOW	$267.75	Special Exception Certificate of insurance Broward County Consumer Affairs
- Tow truck	TOT	$42.25	Each
Trash transfer facility (recycling center)	TRT	$200.55	Special exception
Travel agency	TV	$200.55	DACS Letter of credit or bond
Upholstering company	UP	$200.55	Special exception No manufacturing on premises
- Retail	MMR		Retail - See merchant
Vehicle air conditioning service and repair	VE18	$267.75	Includes: power steering and suspension service

- Repair shop office	RPA	$166.95	
- Air conditioning service and repair accessory	RPH8	$200.55	Accessory
- Retail sales	MMR		Retail - See merchant
Vehicle dealership	VED	$405.00	Special exception
- Vehicle showroom*	VES	$200.55	
- New cars: 1 to 26*	VESN	$402.40	*Retail sales for new and used cars based on
- New cars: 27 and over*	VESW	$578.80	Inventory - See merchant
- Used cars: 1 to 20*	VEU	$402.40	
- Used cars: Over 21*	VEV	$578.80	
- Vending machines	VIN1	$7.85	Soda and Snack Machines, each
Vehicle driving instructor	VE20	$200.00	Certificate of insurance teaching certificate
- Driving vehicle, each	VED	$42.25	
- Driving instructor	VEC	$92.90	Accessory to licensed business
Vehicle leasing - Rental company	VE16	$303.70	Limited to cars only special exception
- Per vehicle (car) leased or rented	VE17	$42.25	Each
Vehicle parking lot office	VE4	$182.15	Special exception
- 1 to 26 vehicles	VE5	$133.85	
- Over 26 vehicles	VE6	$267.75	
- Wrecking, hauling, salvaging	VE7	$267.75	
Vehicle washing - Polishing - Detailing	VE3	$133.85	Enclosed facility only special exception
- Vehicle washing and polishing	VE3A	$93.15	No vehicle detailing
- Vehicle detailing	AUT	$401.60	
- Tire repair	VE14	$133.85	(Vulcanizing, re-treading)
Vending machine distributor company	VIN2	$133.85	Includes: refreshment, soda, snack, copy, stamp, weighing and dispensers
- Vending machine	VIN1	$7.85	Each
Vendor (moving vehicle)	VD*	$334.40	DACS or DBPR food products and/or merchandise; includes ice cream and lunch trucks
Video camera technician	VIC	$186.60	Each; in addition to any accessory services
Video camera administrative office	VICA	$194.25	
Video game and amusement parlor/center	AM*S	$425.25	Special exception
- Game machine	VVG1	$186.60	Each
- Game distributor company	VVG	$133.85	
- Snack and juice bar	JUS	$139.65	DBPR
- Vending machines	VIN1	$7.85	Each
- Vending machine company	VIN2	$139.65	

- Video and amusement fee	VAF	$525.00	Per City Code section 12-152(b); (payable only if no special exception is required)
Video game distributor company	VVG	$133.85	Includes: game machines, pinball, video, pool tables, etc.
- Game machine	VVG1	$186.60	Each
Video rental	LER1	$92.90	Accessory to licensed business
- Retail	MMR		Retail—See merchant limited to "general" rated videos only—No adult
Video rental and sales (in addition to accessory uses)	LER	$273.25	Conditions for restricted videos defined in section 12-76 shall be kept in separate room; room shall be clearly marked "RESTRICTED-ADULTS ONLY-OVER 18 ONLY; no viewing on the premises or viewing in room
- Retail	MMR		Retail—See merchant
Window tinting company (vehicles, home, office)	VE8	$200.55	
- Window tinting	VE9	$93.80	Accessory
- Retail sales	MMR		Retail—See merchant

CLASSIFICATION—USES—OFFICE	CODE	BUSINESS FEE	REQUIREMENTS
Administrative office	AGO	$194.25	No stock or inventory
Apartment complex—Rental	APC	$194.25	Rental Office
- Apartment or unit, each	APA	$13.10	
- Property management-leasing	PMP	$212.35	
- *Vending machines, each	VIN1	$7.85	*Accessory use Licenses
- *Vending machine company	VIN2	$133.85	
- *Service machines	COM2	$13.10	Washers and dryers, each
- *Service machine distributor	COM1	$166.95	
Court reporter-paralegal, public stenographer	CRP	$273.25	
Debit consolidation	DEB	$425.25	
Employment agency	EM	$273.25	
Graphic design-consultant	PNG	$230.45	
Graphic designer, each	PNNG	$90.80	
Import—Export company	IMP	$400.80	
Interior design	ID	$186.60	No upholstery

CLASSIFICATION—USES—OFFICE—PROFESSIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Accountants, auditor and bookkeepers, (CPA)	PF1	$186.60	CPA
Architects	PF3	$186.60	DBPR

Artists	PF4	$186.60	DBPR (retouching, sketching, cartooning, crayon, etc.)
Attorney-at-law	PF5	$186.60	Florida Bar
Civil engineer and surveyors	PF8	$186.60	DBPR (includes civil, professional, electrical)
Detective or investigators	PF13	$186.60	DBPR—City Code section 12-291
Electric/mechanical engineers	PF16	$186.60	DBPR
Interior designers	PF4A	$186.60	DBPR
Landscape architect	PF22	$186.60	DBPR
Land surveyor	PF21	$186.60	DBPR (Land and Marine)
Mortgage company or firm	BK4	$267.75	DBPR (negotiating loans for a fee)
Mortgage broker	BK5	$66.65	
Mortgage corresponding	BK6	$267.75	DBPR (each)
Lender			
Polygraph testing	PF38	$186.60	DBPR
Towing service	PF41	$186.60	DBPR (repossessions only)
Professional accessories	PF40	$186.60	DBPR (individuals requiring a separate license—Use not listed)
Professional/PA/corp. and individual	PFF	$388.75	DBPR (license is for P.A., corp., firm and individual)
Professional service corp., P.A.	PF35	$186.60	DBPR (corporation, PA or firm only)
Unclassified professions	PF34	$186.60	Professions not listed

CLASSIFICATION—USES—MEDICAL—PROFESSIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Medical or dental office, PA, or corporation	PFF	$388.75	Includes PA, corporation and one (1) individual with a state license
Acupuncture	PF1A	$186.60	DBPR
Occupational therapist	PF2	$186.60	DBPR
Chiropodists	PF6A	$186.60	DBPR
Chiropractors	PF7	$186.60	DBPR
Clinical audiologists	PF39	$186.60	DBPR
Colonic irrigation	PF9	$186.60	DBPR
Counseling, family	PF10	$186.60	DBPR
Counseling, rehab-vocational	PF10A	$186.60	DBPR
Dentists	PF11	$186.60	DBPR
Dentists associates	PF12	$186.60	DBPR
Dieticians	PF14	$186.60	DBPR
Doctor, physician, surgeons and specialists	PF15	$186.60	DBPR
Electrologist	PF17	$186.60	DBPR
Hearing aid specialist	PF17A	$186.60	DBPR
Homeopathic physician	PF18	$186.60	DBPR
Hypnotists	PF19	$186.60	DBPR
Laboratory, testing and research	PF20	$186.60	DBPR (includes dental and medical)

Massage establishment	PF43	$186.60	DBPR (Required with on premises massage)
Massage therapist	PF32A	$186.60	DBPR (Working at facility)
Medical or dental clinic	PF37	$186.60	DBPR
Optical dispensary	PF24A	$186.60	DBPR
Opticians, optometrists or oculists	PF24	$186.60	DBPR
Orthopedics	PF25	$186.60	DBPR
Osteopathic—DO	PF44	$186.60	DBPR
Osteopaths	PF26	$186.60	DBPR
Pathologists	PF26A	$186.60	DBPR
Pediatricians	PF27	$186.60	DBPR
Pharmacies	PF36	$186.60	DBPR
Phrenologists	PF28	$186.60	DBPR (Study of Skull)
Physical culture director	PF29	$186.60	DBPR (intellectual and aesthetic training)
Physical therapist	PF32A	$186.60	DBPR
Physiotherapists	PF30	$186.60	DBPR
Podiatrist	PF6	$186.60	DBPR
Professional accessories	PF40	$186.60	DBPR—Individual profession not listed
Professional service corp., P.A.	PF35	$186.60	DBPR (corporation, PA or firm only)
Psychiatrists	PF31	$186.60	DBPR
Psychologists	PF32	$186.60	DBPR
Unclassified professions	PF34	$186.60	DBPR—Professions not listed

CLASSIFICATIONS—USES PUBLIC AND INSTITUTIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Art school	ARS	$182.15	
-Artist	ART	$90.80	Each
-Instructional classes*	AL1	$133.60	*In addition to accessory uses
-Retail sales	MMR		Retail—See merchant
Churches and places of worship	CH	$267.75	For Profit
Churches and places of worship or non-profit facilities	N-P	Fee exempt	Requires 501.c(3) and not-for-profit corporation
Hospitals and sanitariums (public or private)	HS	$468.00	
-1 to 50 beds	HS1	$199.50	
-Over 51 beds	HS2	$301.05	
Post office	PO	Fee exempt	Governmental use—Non-profit
-Post office accessory	POA	Fee exempt	Governmental use—Non-profit
Schools, public and private	PV	$401.60	Includes: satellite college or university; college or university, public or private
-Pupils < 50	PV1	$133.85	
-Pupils > 51 or more	PV2	$2O0.55	
Un-classified governmental uses	UGU	$267.75	Each use

CLASSIFICATIONS—USES CULTURAL, ENTERTAINMENT AND RECREATIONAL	CODE	BUSINESS FEE	REQUIREMENTS
Art gallery	ARG	$182.15	Separate license required retail—See merchant
Amusement center—Shooting gallery*-paint ball	AM*S	$425.25	Special exception *In addition to accessory uses licenses for food, drinks, retail, etc.
-Amusement center—Shooting gallery-paint ball	ASA	$551.25	Administrative fee
-Game machine	VVG1	$186.60	Each
Paint ball guns and accessories	PBG	$40.50	Each
-Vending machines	VIN1	$7.85	Each
Auditorium, public or private	AUP	$334.40	
Bingo (non-profit facilities at club houses, houses of worship)	BIN	$33.05	Permitted under Code sections 12-171, 12-175 and 24-550
Bingo hall (Limited to four (4) times per week)	BINN	$275.60	Must be owner operated; Code section 12-171, 12-175, and 24-550
Bowling alley*	BAW	$275.60	*In addition to accessory uses Special exception
-Bowling alley lane	BW	$53.00	Each
Carnival—Circus company*	CIR	$92.90	Special exception *Requires: hold harmless agreement, insurance, site plan, permits, city and state inspections, city approval
-Carnival—Circus per week	CIR1	$669.60	
-Concession stands	CIR2	$36.20	Each
Dance halls and social clubs	DHC	$273.25	For profit
Exhibits, art, crafts, etc.	EXH	$300.00	Per week
Golf cart services—Company or firm	GOC	$200.25	
-Golf cart	GCC	$36.20	Each
Golf course*—Driving range corporation, firm, business or office	GD	$194.25	*In addition to all accessory uses; bar, restaurant, retail, vending machines, etc. special exception
-Golf course	GD1	$468.00	
-Golf carts, each	GCC	$36.20	Accessory to golf course
-Golf cart service	GOC1	$92.90	Accessory to golf course
-Driving range	GD2	$133.85	Accessory to golf course
-Miniature golf-archery range	GD3	$133.85	Accessory to golf course
Golf or tennis pro	GPT	$186.60	Each
Lodges or private clubs	LPC	$273.50	For profit
Bar	BAR	$267.75	Each
Bottle club	BT	$267.90	
Miniature golf center	MGC	$401.60	
-*Accessory uses	MGC1	$66.65	*In addition to each accessory use
-Concession stands	MCC	$66.65	Each

- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Retail	MMR		Retail—See merchant
Park, public	PAR	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory use
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.25	
- Retail	MMR		Retail—See merchant
Pool hall—Billiards*	POL	$254.10	*Alcoholic beverages requires special exception
- Pool—Billiard table, each	POT	$53.00	
- Prepared foods—Snacks	PRF	$133.05	
- Retail	MMR		Retail—See merchant
Recreation center, public	REC	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory use
- Children's rides	KR	$39.35	Each
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.25	
- Retail	MMR		Retail—See merchant
Recreation center, indoor	RCOI	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory uses not listed
- Children's rides	KR	$39.35	Each
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.20	
- Retail	MMR		Retail—See merchant
Recreation center, outdoor	RCOO	$401.60	
- *Accessory use	MGC1	$66.65	*In addition to each accessory uses not listed
- Children's rides	KR	$39.35	Each
- Concession stands	MCC	$66.65	Each
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
- Administrative office	AGO	$194.25	
- Retail	MMR		Retail—See merchant
Riding academy—Ice skating and roller rinks—Roller blade and bicycle tracks	RIR	$425.25	Special exception
- *Accessory use	MGC1	$66.65	*In addition to accessory uses
- Juice bar—Refreshment stand—Snack bar	JUS	$139.65	

- Administrative office	AGO	$194.25	
Theater, indoor (for profit)	THP	$401.60	Special exception includes: dramatic troupes or company, for-profit and non-profit
- Administrative office	AGO	$194.25	
- Theater, indoor (non-profit)	TH	Fee exempt	
Temporary holiday sales*	THS	$250.00	*In addition to other requirements and permits
Application review			
- Temporary holiday sale vendor—Per event (commercial zoning only)	TMP	$334.40	Maximum ten (10) days prior to event; per event and per location; certificate of insurance; hold harmless agreement
Temporary sidewalk sale event with licensed business	TMPP	$125.00	Limited to four (4) days only as accessory business use
Temporary holiday sales*			*In addition to all other requirements and permits
- Independence day	TMP1	$334.40	Maximum ten (10) days prior to event; Limited to July 4th sparklers only; hold harmless agreement; certificate of insurance
- Independence day sparkler displays**	TMPS	$334.40	
- **At city sports complex only			**City commission approval
Temporary holiday sales*			*In addition to all other requirements and permits
- Halloween pumpkin* sales (*related items, such as, but not limited to Indian corn and gourds)	TMP2	$334.40	Maximum ten (10) days prior to event; Limited to pumpkins and related items only; hold harmless agreement; certificate of insurance
Temporary holiday sales*			*In addition to all other requirements and permits
- Christmas tree* sales (*Related items, such as, but not limited to wreaths, bags, bows and tree stands)	TMP3	$334.40	Maximum ten (10) days prior to event; limited to christmas trees and related items only; hold harmless agreement; certificate of insurance
Temporary holiday sales* limited to: Christmas, Easter, Mother's Day, and Thanksgiving holidays only at commercial locations only at a licensed business			*In addition to all other requirements and permits; No street corners or vacant lots
- Flower vendor sales	TMP4	$334.40	Limited to four (4) days only for flowers only; hold harmless agreement; certificate of insurance
Temporary holiday sales* limited to: New Year's Eve and July 4th only; commercial locations only			*In addition to all other requirements and permits; No street corners or vacant lots
- New Years Eve* and July 4th sparkler sales	TMP5	$334.40	Maximum ten (10) days prior to event and limited to sparklers only;

			hold harmless agreement; certificate of insurance
Zoo*, public or private	ZOP	$401.60	*In addition to accessory uses Special exception
Juice bar—Refreshment stand—Snack bar	JUS	$139.65	
Administrative office	AGO	$194.25	

CLASSIFICATIONS—USES WHOLESALE	CODE	BUSINESS FEE	REQUIREMENTS
Building supply, wholesale	BUW	$267.75	
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	
Florist—Wholesale	FLW	$267.75	
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	
Food products—Wholesale storage and sales	FPW	$267.75	
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	
Wholesale and warehousing	WWG	$267.75	General
-Wholesale	MMW		Wholesale—See merchant
-Administrative office	AGO	$194.25	
-Warehouse—Storage	WAA	$401.60	
-Showroom—Accessory	SHWW	$121.50	

CLASSIFICATIONS—USES TRANSIT, UTILITIES and TRANSPORTATION	CODE	BUSINESS FEE	REQUIREMENTS
Ambulance services*	AM	$118.90	*Requires certificate of convenience * Necessity Special exception
-Ambulance, each	AMA	$48.30	
-Dispatch office	LMD	$183.20	
Broadcasting stations (no towers)	BD	$669.60	Radio and TV antennae to comply with building codes special exception
Bus company—Intrastate only	BUS	$200.25	Special exception
-Bus	BUSS	$31.75	Each
-Administrative office	AGO	$194.25	
Limousine service—Airport and taxi service or company	LMA	$303.70	Non-emergency services only; requires: certificate of public convenience and necessity and insurance

- Dispatch office	LMD	$183.20	
- Limousine, taxi, vehicle	LM1	$48.30	Each
Telecommunication services	TL	$836.85	Special exception as defined in F.S. § 203.12
Trailer parks	TPT	$267.75	Special exception
- Trailer units—1—15	TPT1	$212.35	
- Trailer units—Over 16	TPT2	$254.10	
Administrative office	AGO	$194.25	
Trucking or transport company*	TUR	$401.60	*Motor driven for freight transportation or transfer businesses special exception
- 1 to 3 ton capacity, per truck	TUR1	$46.45	
- Over 4 tons, per truck	TUR2	$119.70	
U-drive-it company—Rental company*	UD	$182.15	*Per location, includes; cars, trucks, motor homes (RVs) and equipment, each Special exception
- 1—15 vehicles or equipment	UD1	$182.15	
- 16—30 vehicles or equipment	UD2	$243.05	
- 31—99 vehicles or equipment	UD3	$607.65	
- > 100 vehicles or equipment	UD4	$736.80	
- Retail sales	MMR		Retail—See merchant
Utilities, telephone (minor)	UTM	$401.60	Special exception
Wireless telecommunication facilities	WTF	$401.60	Special exception

CLASSIFICATIONS—USES OTHER	CODE	BUSINESS FEE	REQUIREMENTS
Accessory uses	ACU	$267.75	Each use not specifically designated
Dealers*, secondhand goods	DEA	$267.75	*All dealers shall keep a record of purchases and sales including dates, description of property purchased and sold, names and addresses of persons purchasing from or selling to (license required for either sale or purchase or both)
Pawnbrokers—Pawnshop	PW	$535.75	Must maintain records of sellers and buyers of all merchandise bought and sold
- Gun shop*	GU	$559.90	*Use within pawnshop state license required
Professional licensed resale phone sale service	PLR	$303.70	
Polygraph testing service	PF38	$186.60	
Polygraph tech.	PF38A	$186.60	Each
Produce merchant (DAC) (moving vehicle—No fixed location)	PD1	$364.60	Selling from moving vehicle, retail or wholesale (not in super market)
Produce merchant (DAC) (establishment)	PD2	$186.60	Selling from fixed location, retail or wholesale (not in supermarket)

~~Retail sales (dry goods, dairy, etc.)~~	~~MMR~~		~~Retail—See merchant~~
~~Satellite dish company~~	~~SDC~~	~~$267.75~~	~~Retail—See merchant~~
~~Trailers, construction office~~	~~TRA~~	~~$267.75~~	~~Temporary use at construction sites~~
~~Brokers, each~~	~~RE*1~~	~~$267.75~~	~~Broker or agent working at construction office~~
~~Sales agent, each~~	~~RE*2~~	~~$66.65~~	

(Code 1975, § 14-54; Ord. No. 86-8, § 1, 1-28-86; Ord. No. 88-33, § 1, 10-12-88; Ord. No. 89-36, § 1, 11-8-89; Ord. No. 90-43, §§ 1, 2, 10-10-90; Ord. No. 94-9, § 1, 6-22-94; Ord. No. 97-9, § 2, 7-23-97; Ord. No. 98-16, § 2, 9-9-98; Ord. No. 2000-02, § 2, 8-23-00; Ord. No. 2002-11, § 2, 6-12-02; Ord. No. 2002-26, § 2, 11-13-02; Ord. No. 2004-17, § 2, 7-14-04; Ord. No. 2006-14, § 2, 7-12-06; Ord. No. O-2008-09, § 2, 7-9-08)

Sec. 12-40. State-licensed businesses.

Any and all businesses and occupations seeking a business tax receipt and licensed by the state department of professional regulation shall, prior to issuance of a local ~~business license~~ tax receipt, produce a current state department of professional regulation license pursuant to F.S. § 205.194.

(Ord. No. 86-8, § 2, 1-28-86; Ord. No. 88-33, § 2, 10-12-88)

Sec. 12-41. Expiration; term; proration of fee.

(a) ~~Licenses~~ Business Tax Receipts shall expire on September 30 of each year, except as otherwise provided in this chapter.

(b) No ~~license~~ business tax receipt shall be valid for more than one (1) year. For each ~~license~~ business tax receipt obtained between October 1 and March 31, the full tax for one (1) year shall be paid, except as provided in this article. The ~~license~~ tax receipt fee for businesses, occupations or professions opening or starting in April, unless otherwise specified in this article, shall be seventy-five (75) percent of the annual fee and the fee shall be reduced by five (5) percent of the annual fee per month thereafter until the close of the fiscal year on September 30.

(c) All ~~licenses~~ business tax receipts shall be available for sale beginning on August 1 of each year.

(Code 1975, § 14-25(a), (b); Ord. No. 88-2, § 1(a), (b), 1-13-88; Ord. No. 93-35, § 2, 12-22-93)

Sec. 12-42. Transfer of ~~license~~ business tax receipt generally.

(a) Any business ~~license~~ tax receipt may be transferred to a new owner, when there is a bona fide sale of the business, upon payment of a transfer fee of up to ten (10) percent of the annual ~~license~~ receipt tax, but not less than three dollars ($3.00) nor more than twenty-five dollars ($25.00).

(b) As permitted by Florida Statutes, all business ~~licenses~~ tax receipts may be transferred for the business for which they were taken out when there is a bona fide sale or transfer of the property used and employed in the business as stock in trade, but the transferred ~~license~~ tax receipt shall not be held good for any longer

time or period than from which it was originally issued. The original ~~license~~ business tax receipt shall be surrendered to and with the local business ~~license~~ tax division of the community development department at the time application for transfer is made, and the transferred ~~license~~ receipt shall be of the same force and effect as the original ~~license~~ business tax receipt. Both parties involved shall be in agreement with the transfer of the ~~license~~ business tax receipt and shall sign a transfer application. At the time any ~~license~~ business tax receipt is transferred, the person applying for the transfer shall pay a fee of up to ten (10) percent of the annual license tax, but not less than three dollars ($3.00) nor more than twenty-five dollars ($25.00).

(Code 1975, § 14-25(c); Ord. No. 88-2, § 1(c), 1-13-88; Ord. No. 93-35, § 3, 12-22-93; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Similar provisions, F.S. 205.043.

Sec. 12-43. Transfer of professional ~~licenses~~ business tax receipts.

No ~~license~~ business tax receipt issued to a professional may be transferred.

(Code 1975, § 14-26)

Sec. 12-44. Suspension or revocation.

(a) *Generally; refund of fees.* Any ~~license~~ business tax receipt issued by the city may be temporarily suspended or absolutely revoked or cancelled by a majority vote of the city commission, when the commission has ascertained and determined, in the exercise of its sound discretion, that such action will promote the public peace, health, safety, welfare, harmony or good order of the neighborhood in which the ~~licensee's~~ receipt holder's place of business is located or serves. In the case of the revocation and cancellation of such ~~license~~ business tax receipt, the city shall refund to the ~~licensee~~ receipt holder the prorated unearned or unused portion of ~~his license~~ the tax receipt. No refund shall be made where the ~~license~~ business tax receipt is temporarily suspended.

(b) *Hearing.* Prior to any such revocation or suspension as mentioned in this section, the city commission shall notify the holder of such ~~license~~ business tax receipt of such proposed action and shall by ordinary letter, mail or notice, personally served by the police department or the city's code enforcement division, notify the ~~license~~ receipt holder of the time and place of the hearing in which the city commission shall determine and find whether the ~~license~~ business tax receipt shall be revoked or suspended. The holder of such ~~license~~ receipt shall be given an opportunity to present his defenses to such proposed action at the hearing and may be represented by counsel.

(Code 1975, § 14-27)

Sec. 12-45. Rebate of fees.

No portion of any local business ~~license~~ tax receipt herein assessed shall be rebated, unless it clearly appears that such ~~license~~ tax receipt was collected by mistake or error. Before making such rebate to a ~~licensee~~ tax receipt holder, all amounts payable under a proper ~~license~~ business tax receipt shall be paid by the ~~licensee~~ tax receipt holder.

(Code 1975, § 14-28; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-46. Liability of officers, etc., of corporations for compliance.

It shall be the duty of all officers or agents of any corporation to see that such corporation complies with the provisions of this chapter. All officers or agents of any corporation required by this chapter to ~~be licensed~~ obtain a business tax receipt ~~which~~ shall not do business without having paid the ~~license~~ business tax imposed and procured such ~~license~~ business shall be subject to the penalties imposed by this chapter upon persons and members of firms and corporations violating this chapter.

(Code 1975, § 14-29)

Sec. 12-47. Display—Generally.

Every person having a local business ~~license~~ tax receipt shall exhibit the local business tax receipt when called upon to do so by an authorized officer of the city, and all local business tax receipts must be conspicuously displayed at all times.

(Code 1975, § 14-30; Ord. No. 2007-06, § 3, 2-28-07)

Sec. 12-48. Same—Posting in place of business.

It shall be the duty of any person exercising the privilege of conducting a business, occupation or profession for which a local business ~~license~~ tax receipt is required to post ~~his~~ the local business tax receipt in a conspicuous place in or about ~~his~~ the place of business where it may be seen upon inspection by any city official. ~~For~~ ~~f~~Failure of anyone to do so ~~he~~ shall, upon conviction, be deemed guilty of a misdemeanor.

(Code 1975, § 14-31; Ord. No. 2007-06, § 3, 2-28-07)

Sec. 12-49. Same—Affixing to machines, vehicles, etc.

Whenever ~~a license or~~ a tax is required to be paid on any machine, trade board, vehicle, etc., such ~~license or other evidence of~~ payment of tax shall be affixed in a prominent place upon such machine, trade board, vehicle, etc., as designated by the city official ~~license inspector~~.

(Code 1975, § 14-32)

Sec. 12-50. Machines or instruments—Distributor's ~~license~~ tax receipt prerequisite; responsibility of user to secure ~~license~~ business tax receipt as prerequisite before operation.

(a) Whenever a ~~license~~ business tax is required to be paid upon any machine or instrument by this chapter, the liability for paying the tax and securing the required ~~licenses~~ business tax receipt is the responsibility of the business where the machine is located. The person or business that owns the machine(s) may be required to pay the tax and secure the ~~license~~ business tax receipt(s) if the business where the machine(s) are located fails to do so.

(b) Any person acquiring the use of any machine or instrument for which a ~~license~~ business tax is required shall be responsible that a ~~license~~ business tax receipt has been secured before such machine is operated in their place of business.

(c) The ~~license~~ business tax receipt fee for such machines shall be based on the greatest number of machines located on the business premise on any single day during the prior ~~licensing~~ business tax receipt year or in case of new businesses, be based on an estimate of the current year. Replacement of one vending machine with another machine during the ~~licensing~~ business tax receipt year shall not affect the total number of machines for tax assessment purposes, unless the replacement machine belongs to a local business ~~license~~ tax classification which requires a different tax rate.

(Code 1975, § 14-33; Ord. No. 93-35, § 4, 12-22-93; Ord. No. 2007-06, § 2, 2-28-07)

State law reference(s)—Similar provisions, F.S. 205.0537.

Sec. 12-51. Reserved.

Editor's note(s)—Ord. No. 93-35, § 5, adopted Dec. 22, 1993, repealed § 12-51, which derived from the Code of 1975, § 14-34 and pertained to the responsibility of a user to pay a distributor's ~~license~~ receipt and tax for machines or instruments prior to operating same.

Sec. 12-52. Same—Attachment of notice of delinquent taxes; removal of money from machine with delinquent tax notice.

Whenever the supervisor of local business ~~licenses~~ tax receipts finds a vending machine required to be ~~licensed~~ taxed under this chapter being operated without a current ~~license~~ business tax receipt, ~~he~~ the city shall attach to the machine a notice of delinquent taxes. Any person who removes such notice of delinquent taxes or who removes any money from the machine before ~~license~~ business taxes are paid shall be guilty of a violation of this chapter.

(Code 1975, § 14-35; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-53. Effect of tax imposed upon common carriers and public utilities engaged in interstate commerce.

The tax imposed by this chapter on express companies, railroad companies, telephone companies, telegraph companies and other companies engaged in interstate commerce is imposed upon the business actually done by any such company within the city and to and from points within the state and is not imposed upon any business done for the United States government or upon interstate business.

(Code 1975, § 14-36)

Sec. 12-54. Disposition of revenue.

All revenue derived from ~~license~~ business taxes hereby imposed shall be paid into the general fund.

(Code 1975, § 14-37)

Sec. 12-55. Fees where specific classification not provided.

Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person, whether in a building, tent or upon the street, vacant lot or anywhere in the open air within the city, not reasonably similar to a designated classification or not specifically designated in this chapter or in the schedule of fees in section 12-39 shall pay a ~~license~~ business tax receipt fee of one hundred fifty dollars ($150.00) unless a classification is created reasonably similar to a designated classifiction and a specific fee is assigned to the created classification.

(Code 1975, § 14-38)

~~Sec. 12-56~~

~~Secs. 12-60—12-75. Reserved.~~

~~*ARTICLE III. ADULT ENTERTAINMENT BUSINESSES*~~

~~*DIVISION 1. GENERALLY*~~

~~Sec. 12-76. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Adult bookstore* means an establishment having as a significant portion of its stock in trade books, magazines, periodicals, still or motion pictures, sexual prosthetic devices, or other materials which are distinguished or characterized by their emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas; or an establishment with a segment or section devoted to the sale or display of such material; or an establishment which advertises or otherwise indicates that such materials, or a segment or section devoted to such materials, are open to and available for examination or purchase only by persons over the age of eighteen (18) years.~~

~~*Adult cabaret or theater* means an establishment, whether licensed for sale of alcoholic beverages consumed on the premises or not, presenting performances or other live activity having as a dominant theme or distinguished or characterized by an emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas, for observation by patrons therein.~~

~~*Adult entertainment business* means any body rub or bathhouse establishment, adult bookstore, adult motion-picture theater, adult mini-motion-picture theater, adult cabaret or theater, escort service, body painting studio, encounter parlor, sex consultation business, nude photography studio, nude modeling business, nude dancing studio, dating service or any other similar adult entertainment business.~~

~~*Adult mini-motion-picture theater* means an enclosed building or portion thereof with a seating capacity for less than fifty (50) persons, used for presenting material having as a dominant theme or presenting material distinguished or characterized by an emphasis on matters depicting, describing or relating to specified anatomical areas or specified sexual activities for observation by patrons therein.~~

Adult motion picture theater means an enclosed building or portion thereof with a seating capacity of fifty (50) or more persons, or an open-air drive-in facility of any size or capacity, used for presenting material having as a dominant theme or presenting material distinguished or characterized by an emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas, for observation by patrons therein.

Body rub or bathhouse establishment means any establishment having a fixed place of business, other than a massage establishment licensed and regulated under F.S. chapter 480, which advertises or administers, as a substantial or significant portion of its business activity, without limitation, baths, showers, sauna baths, steam baths or similar devices.

Dating service, escort service, body painting studio, encounter parlor, sex consultation businesses, nude photography studio, nude modeling business, nude dancing studio or any other similar adult entertainment business, however styled, means, without limitation, any place of business which advertises or conducts activities for compensation that is designed or intended to establish a sexual or social communication, engagement or relationship, whether on or off the premises, between its clients and its employees.

Specified anatomical areas means:

(1) Less than completely and opaquely covered:

a. Human genitalia, pubic regions;

b. Buttock; and

c. Female breast below a point immediately above the top of the areola;

(2) Human male genitalia in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities means:

(1) Human genitalia in a state of sexual stimulation or arousal;

(2) Acts of human masturbation, sexual intercourse or sodomy;

(3) Fondling or other erotic touching of human genitalia, pubic region, buttock or female breast.

(Code 1975, § 14-77)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 12-77. Zoning districts and distance limitations.

Adult entertainment businesses shall be permitted only in B-3 zoning districts. No adult entertainment business, where permitted, shall be located within one thousand (1,000) feet of any other adult entertainment business, or within one thousand (1,000) feet of a church or other place of religious worship or a school; or a residentially zoned district; or a publicly owned or operated park, playground, library or other recreational facility within or without the city's boundaries. Measurement shall be from the entrance of the adult entertainment business to the nearest point of entrance of the church or other place of religious worship, school, nearest point of any residentially zoned district within or without the city's boundaries, or nearest point of a publicly owned or operated park, playground, library or other recreational facility within or without the city's boundaries.

(Code 1975, § 14-78)

Sec. 12-78. Requirements for premises, off-street parking.

(a) Advertisements, displays or other promotional materials visible to the public from the exterior of adult entertainment business shall be considered signs subject to the regulations of chapter 18 of this Code.

(b) All building openings, entries, windows, doors or other apertures for adult bookstores, adult motion-picture theaters and adult mini-motion-picture theaters shall be located, covered or screened in such a manner as to prevent a view into the interior from any public area; however, such openings shall not be painted out, blacked out or otherwise obscured in a garish manner.

(c) The entire interior of an adult bookstore, or an adult mini-motion-picture theater which has separate projection or viewing booths or areas, shall have a minimum illumination of at least two (2) watts per square foot of floor area while open, and every portion of the interior shall be readily visible at all times to the clerk or other supervisory personnel from the counter or other regular station.

(d) If separate booths, rooms, cubicles or other similar areas are provided for use by clients of the adult entertainment business, such areas may not have doors or other solid enclosures, but may only have a thin, opaque cloth curtain which may be opened from the exterior at all times and which does not extend any closer than three (3) feet to the surface of the floor.

(e) Off-street parking requirements for adult entertainment businesses shall be those specified in this Code for the nature of the use apart from its adult entertainment characteristics (such as retail and service stores, theaters, etc.), where applicable. With respect to adult mini-motion-picture theaters which provide booths, rooms, cubicles or other separate areas for viewing, the parking standard shall be one (1) space for each two hundred fifty (250) square feet of gross floor area, or one (1) space for each two hundred fifty (250) square feet of gross floor area excluding such separate areas together with one (1) space for each such separate area, whichever is greater.

(Code 1975, § 14-79)

Sec. 12-79. Waiver or modification of restrictions.

(a) The city commission, after proper application and public hearing, may waive or modify any of the restrictions of this article upon a finding that:

(1) The specific proposed use will not be contrary to the public interest or injurious to nearby properties, and that the spirit and intent of this article will be observed;

(2) The proposed use will not enlarge or encourage the development of a skid row area;

(3) The establishment of an additional use of this type in the area will not be contrary to any program of neighborhood conservation, redevelopment or improvement, either residential or nonresidential;

(4) All other applicable regulations of this article and any other ordinance or law will be observed.

(b) In granting any such waiver or modification, the city commission may prescribe any conditions that it deems necessary in the public interest. All such waivers or modifications shall be applicable only to the person receiving them, and shall not run with the land. Any transfer of stock, assets, ownership or management control shall require approval of the city commission of continuation of such waiver or modification and shall be subject to all applicable licensing requirements as well.

(Code 1975, § 14-80)

Secs. 12-80—12-90. Reserved.

DIVISION 2. LICENSE

Sec. 12-91. Required.

No person may operate an adult entertainment business without first applying for and receiving an adult entertainment license to engage in such activity from the city. The license required by this division shall be in addition to and not satisfied by any other local business license which may be held, obtained or required of such persons, nor shall it be satisfied by any other state or county license.

(Code 1975, § 14-81; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-92. Application; fee; standards for issuance.

(a) Applications for a license to operate an adult entertainment business shall be made to the city upon such form and in such manner as shall be prescribed by the city. Such form shall elicit the following information and such other information as may be required by the city from time to time:

(1) *Name.* The name of the applicant for a license under this division, if an individual, or in the case of a firm, corporation, partnership, association or organization, any person having managerial control or a material interest therein. For the purposes of this division, a material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of any business entity. If one (1) or more of the stockholders having a material interest in the applicant business entity is itself a corporation, the requirement shall extend to any officer, director or shareholder owning a material interest in the business entity. All such persons must include their business address and name on the application form.

(2) *Penal history.* The criminal record, if any, other than misdemeanor traffic violations of the applicant or any person specified in paragraph (1) above. The same information shall be provided for all employees of the applicant on a continuing basis during the life of its adult entertainment business license.

(3) *Business history.* Whether the applicant has operated or applied to operate an adult entertainment type of business in this or any other state and, if so, whether the franchise, permit or license for such business has ever been denied, revoked or suspended and if so, the reasons therefor, and the business activity or occupation of the applicant subsequent to such denial, revocation or suspension.

(4) *Existence of business entity.* If the applicant is a corporation, the applicant shall submit proof of incorporation in good standing in the state of incorporation and, if a foreign corporation, the applicant shall provide information certifying that the applicant is qualified to do business in the state. If the applicant is operating under a fictitious name, the applicant shall submit proof that it has registered such fictitious name and is entitled to its use.

(5) *Previous occupation.* The business, occupation or employment of the applicant, if an individual, or any other individual specified in paragraph (1) above, for the three (3) years immediately preceding the date of application.

(6) *Nature of business.* A statement of the specific and exact nature of the business to be conducted. The applicant for a license shall provide a statement clearly specifying the type of business to be conducted

and, if merchandise is to be sold, a description of such merchandise. The applicant must further provide such other information as to its business intent and purpose as the city may require to properly process the application.

(7) *Signature of applicant.* An application for a license for an adult entertainment business shall be signed by the individual submitting the application, and, in the case of a corporation, by the president and secretary thereof, and in the case of a partnership or other association, by all members of the partnership or association. All applicants shall sign a statement swearing and affirming that they will conduct business in a lawful manner and they will observe all ordinances of the city and county and all laws of the state and the United States.

(b) The completed application shall be submitted to the city manager and shall be accompanied by a fee of one hundred dollars ($100.00). Upon receipt of a completed application, the city manager shall furnish such application to the chief of police of the city and such other appropriate departments as he deems necessary for review and the preparation of a certificate of approval.

(c) Based upon the information obtained by the city in the processing of the application, the city manager shall either grant or deny the license, based upon compliance with the following standards:

(1) The applicant and the principals involved in the affairs of the applicant are of good moral character.

(2) Upon the information available, the city manager believes that the applicant will conduct the business in accordance with the ordinances of the city and county and the laws of the state and the United States.

(3) No material false statements or information has been provided by the applicant.

(4) Whether the applicant, if an individual, or any of the other persons specified in paragraph (a)(1) above, has been convicted, pleaded guilty, pleaded nolo contendere, or suffered a forfeiture for any criminal offense directly related to the nature of the occupation, profession or business for which the license is sought; however, any such persons who have had their civil rights restored shall only be denied a license if such crime was a felony or a first degree misdemeanor.

(Code 1975, § 14-82)

Sec. 12-93. Denial.

If the city manager denies an application for an adult entertainment business license, he shall notify the applicant of such denial by certified mail not later than ten (10) days after taking such action. The notice of denial shall contain a statement of the reason why the application was denied.

(Code 1975, § 14-83)

Sec. 12-94. Appeal from denial.

An applicant for an adult entertainment business license may appeal the denial of such license to the city commission. If an applicant seeks an appeal from the denial of a license, the applicant shall furnish a written request for an appeal to the city clerk not later than ten (10) days after the date of the certified letter advising the applicant of the denial of the license. Upon receipt of a written request for an appeal, the city clerk shall fix the date and time at which the city commission shall hear the appeal, the hearing to be held no less than ten (10) nor more than sixty (60) days subsequent to the date upon which the request for appeal was filed with the city clerk. On setting the matter for hearing, the city clerk shall notify the applicant of the date and time of such hearing. At

the conclusion of the hearing, the city commission shall either sustain the decision of the city manager or direct the city manager to issue a license.

(Code 1975, § 14-84)

Sec. 12-95. Regulatory fee.

Each licensee under this division shall pay an annual regulatory fee of five hundred dollars ($500.00). Such fee shall be in addition to any required local business licenses.

(Code 1975, § 14-85; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-96. Transfer.

An adult entertainment business license issued under the provisions of this division may not be assigned or transferred without the consent of the city commission.

(Code 1975, § 14-86)

Sec. 12-97. Information to be filed with the city.

Each month during the term of an adult entertainment business license, each licensee shall supply the city with the following information. Such information shall be provided on the form and in the manner prescribed by the city:

(1) A statement of the names of all employees of the licensee;

(2) A statement as to whether any arrests have occurred upon the licensed premises and if so, the date of such arrest, the person arrested and the offense with which that person was charged;

(3) Any material change in any of the information required pursuant to the original application for the license.

(Code 1975, § 14-87)

Sec. 12-98. Revocation.

The violation of any of the terms and conditions of this article or the violation of any ordinance of the city or county or the violation of the laws of the state or the United States as they pertain to the conduct of the licensed adult entertainment business shall be cause for revocation of the license. If at any time during the period for which the license is issued it is determined that any statement contained in the application or otherwise provided by the applicant upon which the license was issued is untrue or if the person to whom such license is issued or an employee of such person has violated the ordinances of the city or county or the laws of the state or the United States in the practice of the business for which the license was issued, the license shall be subject to revocation. The city manager may revoke a license for any violation of the aforementioned, and he may immediately declare such license null and void. Upon such declaration, the licensee shall immediately cease all operations and shall be considered as having forfeited the license and the rights acquired thereunder. Should the city manager decide to revoke a license, he shall provide the licensee with notice of such revocation and the reasons therefor. Upon receipt of such notice, the licensee may appeal such revocation to the city commission; and the appeal and hearing

~~thereon shall be conducted in accordance with the procedures set forth for the denial of a license. The revocation of the license shall be stayed, pending such appeal, unless the city commission, after hearing, determines that the public health, safety and welfare would be threatened by a stay of such revocation pending full hearing.~~

~~(Code 1975, § 14-88)~~

~~Secs. 12-99—12-115. Reserved.~~

ARTICLE III~~IV~~. ALARM SYSTEMS[3]

Sec. 12-~~11~~56. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Burglar alarm system means a mechanical, optical, electronic or electrical device designed to detect an unauthorized entry into a building, structure, facility or enclosed area, and which emits a sound or transmits a signal when activated. Excluded from the definition of burglar alarm system are devices which are not designed or used to register alarms that are audible, visible or perceptible outside of the protected building, structure, facility or enclosed area.

False alarm means a signal emitted by a burglar alarm system other than one resulting from illegal acts or entry. Signals emitted due to any of the following shall not be considered false alarms for purposes of section 12-122:

(1) Signals activated by persons having reasonable cause to suspect an illegal act or entry;

(2) Signals resulting from repair work or system test, where the appropriate city department has previously been notified of such repair work or test;

(3) Signals activated by an individual not subject to the control of the person owning, controlling or occupying the premises.

(Ord. No. 89-4, § 3, 1-25-89)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 12-~~11~~57. Limitation of liability.

Neither the city, the city commission either individually or as a group, the city manager, the police chief, the city police department, nor any of the officers and agents of the city shall be under any obligation or duty to an alarm user or to any other person hereunder by reason of this article. The city specifically disclaims liability for any damages which may be caused by failure to respond to an alarm.

(Ord. No. 89-4, § 10, 1-25-89)

[3]State law reference(s)—Alarm system contractors, F.S. § 489.501 et seq.; fire alarms, F.S. §§ 633.70, 633.702.

Sec. 12-~~115~~8. Enforcement.

Enforcement of the provisions of this article shall be the responsibility of the city. The city manager or his designee is appointed as the hearing officer for purposes of appeal of the penalties imposed by this article. Minutes shall be kept of all hearings and all testimony shall be under oath. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Final decisions of the hearing officer shall include findings of fact, conclusion of law and shall be in writing. Appeal of final orders of the hearing officer shall be to the circuit court.

(Ord. No. 89-4, § 9, 1-25-89)

Sec. 12-~~115~~9. Registration of system.

Every person who installs, maintains or operates a burglar alarm system shall, within thirty (30) days of installing such system or, in the case of existing systems, within thirty (30) days of January 25, 1989, register the system with the police department of the city. Registration shall be on a form provided by the appropriate department and shall include provision for identification of the occupant of the premises and one (1) or more persons who are authorized to enter the premises with their respective business and residence addresses and telephone numbers. It shall be the duty of every person registering a burglar alarm to notify the police department in writing of any change in the information contained on the registration form.

(Ord. No. 89-4, § 4, 1-25-89)

Sec. 12-~~12~~60. Automatic deactivation of alarms; prohibited alarm systems.

(a) Every burglar alarm system installed, maintained or operated in the city shall be designed to deactivate automatically within thirty (30) minutes of activation.

(b) All burglar alarm systems shall have a minimum of thirty (30) seconds' delay before the alarm reporting device is activated, except for panic or emergency alarms.

(c) Audible alarm systems shall not sound during the interval between the entry of an authorized person and the turning off of the system.

(d) If panic or emergency switches are used, they must be of the recessed button type and must require two (2) buttons to be pressed at the same time in order to activate the system.

(Ord. No. 89-4, § 5, 1-25-89)

Sec. 12-~~12~~61. Report of response.

(a) *Inspection of premises.* Whenever police respond to a burglar alarm, a police officer on the scene shall inspect the area and make a report thereof.

(b) *Notice of false alarm.* If the report concludes that the department was caused to respond to a false alarm, then a notice thereof shall be mailed by certified mail to the person operating or occupying the premises.

(c) *Notice contents.* The notice shall state that each false alarm within a twelve-month period beginning after the first three (3) notices by the police department is a violation of the Code of Ordinances of the city and shall contain a copy of section 12-118.

(Ord. No. 89-4, § 6, 1-25-89)

Sec. 12-~~12~~62. Violations of article enumerated.

(a) Failure to register an alarm system or to comply otherwise with sections 12-119, 12-120 and 12-121 shall constitute a violation punishable as provided in this article.

(b) Each false alarm in excess of three (3) emitted by a burglar alarm system within a twelve-month period shall constitute a violation of this article and subject the individual owning, controlling or occupying the premises to the penalties provided for in this article.

(Ord. No. 89-4, § 7, 1-25-89)

Sec. 12-~~12~~63. Penalties for violations of article.

(a) *Fines.* The fines for violation of this article shall be as follows:

(1) For the first violation within any twelve-month period, the fine is twenty-five dollars ($25.00).

(2) For the second violation within any twelve-month period, the fine is fifty dollars ($50.00).

(3) For the third violation within any twelve-month period, the fine is one hundred dollars ($100.00).

(4) For the fourth and any subsequent violations within any twelve-month period, the fine is two hundred dollars ($200.00).

(Ord. No. 89-4, § 8, 1-25-89)

~~Secs. 12-124—12-145. Reserved.~~

ARTICLE IV. AMUSEMENT ARCADE ~~CENTER~~ BUSINESSES

~~Sec. 12-146. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Amusement center.*~~

~~(1) *Primary use amusement center* means an establishment the primary use of which is to offer amusement games to the general public for profit. A primary use amusement center shall operate no less than twenty-five (25) nor more than sixty (60) amusement games.~~

~~(2) *Accessory use amusement center* means an establishment the primary business of which is to offer goods or services other than amusement games and which offers amusement games to the general public for profit. An accessory use amusement center shall operate no less than four (4) nor more than fifty (50) amusement games.~~

~~(3) *Incidental use amusement center* means an establishment the primary business of which is to offer goods or services other than amusement games and which offers amusement games to the general~~

~~public for profit. Any establishment containing one (1), two (2) or three (3) amusement games shall be deemed an incidental use amusement center.~~

~~*Amusement game* means any coin-operated game or device designed and manufactured only for bona fide amusement purposes, which game or device is played by the application of skill. "Amusement games" shall also mean any machine which, upon the insertion of a coin or token, may be operated by the public generally for use as a game, entertainment or amusement, whether or not registering a score. It shall include such devices as electronic games, pinball machines and all games, operations or transactions under whatever name they may be indicated. The term does not include vending machines, in which are not incorporated game or amusement features, nor does the term include any coin-operated musical devices or rides.~~

~~Cross reference(s)—Definitions and rules of construction generally, § 1-2.~~

Sec. 12-~~147~~64. Gambling devices.

Nothing in this article shall in any way be construed to authorize, ~~license~~ tax or permit any gambling or gambling devices not permitted by state law.

(Code 1975, § 14-103)

Sec. 12-~~148~~65. ~~License~~ Business tax receipt.

(a) *Required.* No person shall display for public patronage or keep for operation any amusement ~~center~~ arcade or amusement game without first having obtained a proper ~~license~~ tax receipt from the city.

(b) *Application for ~~primary use or accessory use~~ an amusement arcade ~~center~~.* Application for a ~~license~~ business tax receipt to operate an ~~primary or accessory use~~ amusement arcade ~~center~~ shall be made on forms provided by the supervisor of local business ~~licenses~~ tax receipts, which application shall be filed by the applicant with the supervisor of local business ~~licenses~~ tax receipts and shall contain the following information:

(1) Address and name of the owner, lessor or other person in control of the establishment or establishments wherein the amusement device or devices are proposed to be located, hereinafter referred to as the applicant;

(2) Business address of the applicant;

(3) Residence address of applicant;

(4) Date and place of birth of applicant (no ~~license~~ tax receipt shall be issued to any individual under the age of eighteen (18);

(5) Citizenship of the applicant;

(6) If the applicant has been convicted of any felony or misdemeanor, a statement concerning same, giving the time and place of such convictions;

(7) A statement that the device or devices for which the ~~license~~ business tax receipt is sought is not intended to be and will not be permitted to be used for any gambling purpose whatsoever;

(8) A description of the amusement device or devices and the manner in which they are to be placed and operated;

(9) A statement of the total number of such devices currently on the premises, if any, or proposed on the premises, and a description of each;

(10) A statement of the applicant's interest in or title to the device or devices for which a ~~license~~ business tax receipt is sought;

(11) If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in the articles of incorporation, or charter, together with state and date of incorporation and name and residence address of each of its current officers and directors, and of each stockholder holding more than five (5) percent of the stock of the corporation. The applicant shall provide proof that it is licensed and active in the state, by providing a documentation, obtained by the applicant from the secretary of state within two (2) months prior to the application date.

If the applicant is a partnership, the application shall set forth the names and residence addresses of each of the partners, including limited partners.

If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the court clerk. If one (1) or more of the partners is a corporation, the provisions of this subsection pertaining to corporation applicants shall apply. The applicant corporation or partnership shall designate one (1) of its officers or general partners to act as its responsible managing official. Such person shall complete and sign all application forms required of an individual applicant under this section.

~~(c) *Application for incidental use amusement center.* An application for an incidental use amusement center license shall only require the inclusion of the provisions of paragraphs (b)(1), (2), (3) and (9).~~

(Code 1975, § 14-104; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~149~~66. Management plan.

(a) ~~*Primary or accessory use a*~~*Amusement arcade ~~center~~.* In addition to the requirements contained in section 12-~~14~~65(b), the application for an ~~primary or accessory use~~ amusement arcade ~~center license~~ business tax receipt shall include a management plan which at a minimum shall set forth a plan designed to:

(1) Avoid nuisances and maintain the quiet enjoyment of the property in the immediate area;

(2) Prevent loitering;

(3) Provide for the availability of bathroom facilities, as provided for in the Florida Building Code, Broward County Amendments, and other regulatory codes of the State of Florida ~~adopted in section 5-26~~;

(4) Provide for safe traffic conditions~~, as set forth in section 14-76 et seq.~~;

(5) Prohibit persons over six (6) years and under sixteen (16) years of age from using amusement games during school hours, and provide for the enforcement thereof;

(6) Provide a statement committing the applicant to require children under the age of sixteen (16) years to be accompanied by a parent or other adult while in the amusement center;

(7) Specify the minimum number of employees to be on duty at any time, ensuring the presence of at least one (1) person twenty-one (21) years of age or older within the designated game area during hours of operation;

(8) Specify the maximum number of persons permitted on the premises, which number shall not exceed the limits established by the fire marshal;

(9) Designate a specific area for the amusement games and specify the net square footage of floor area where amusement games will be located.

~~(b) *Incidental use amusement center.* Management plan requirements for incidental use amusement centers shall contain the information set forth in paragraphs (a)(5), (6), (7), (8) and (9) above and shall be submitted to the supervisor of local business licenses.~~

(Code 1975, § 14-105; Ord. No. 2007-06, § 2, 2-28-07; Ord. No. 2012-16, § 14, 7-11-12)

~~Sec. 12-150. Additional requirements for primary use and accessory use amusement centers.~~

~~(a) All primary and accessory amusement centers shall require licensing approved by the city commission.~~

~~(b) An amusement center located in a multiple-tenant shopping complex shall not operate closer than three hundred (300) feet from residentially zoned property. Measurement shall be from the property line of the shopping complex nearest the residentially zoned property in a straight line to the nearest boundary line of the residentially zoned property.~~

~~(c) An amusement center may be located in a freestanding, single-tenant building, provided that no part of the property shall be closer than three hundred (300) feet from residentially zoned property. Measurement shall be from the property line of the amusement center nearest the residentially zoned property, in a straight line to the nearest boundary line of the residentially zoned property.~~

~~(d) No amusement center shall be located closer than eighteen hundred (1800) feet from any public or private, primary or secondary school or playground. For an amusement center located in a multiple-tenant shopping complex, measurement shall be from the property line of the shopping complex nearest the school or playground in a straight line to the nearest boundary line of that school or playground. For an amusement center located in a freestanding, single-tenant building, measurement shall be from the property line of the amusement center nearest the school or playground in a straight line to the nearest boundary line of that school or playground.~~

~~(e) An amusement center shall not be permitted in a shopping center of less than six (6) acres of gross land area.~~

~~(f) An amusement center shall not be located in an enclosed shopping center having a total commercial indoor area of less than fifty thousand (50,000) square feet.~~

~~(g) There shall be no more than one (1) primary or accessory amusement center in each shopping center within the city.~~

~~(h) The net designated area provided for amusement games in primary or accessory amusement centers shall be not less than forty-four (44) square feet for each machine.~~

~~(i) The operation of amusement devices in primary or accessory amusement centers shall not be conducted before 10:00 a.m. nor later than 11:00 p.m. except Friday and Saturday nights, when they shall be permitted two (2) additional hours until 1:00 a.m. of the following morning. If an amusement center has a liquor license for consumption of alcoholic beverages on its premises, issued by the state, then the lawful hours of operation of the amusement games shall be expanded to coincide with the hours that are established by law, regulation or ordinance for the consumption of alcoholic beverages on the premises.~~

~~(j) There shall be a minimum of six (6) bicycle rack spaces.~~

(k) After 8:00 p.m. at a primary amusement center or at an accessory amusement center with more than twenty (20) games that is open for business, a certified uniformed police officer will be employed to provide security and will remain on duty at the amusement center until one (1) hour after closing.

(l) All employees of a primary or accessory use amusement center working in the city shall obtain a city identification card from the police department before working for such an amusement center.

(Code 1975, § 14-106)

Sec. 12-151. Investigation and recommendation by chief of police.

Prior to the consideration by the city planning board or the city commission of any application for the operation of a primary or accessory amusement center, the license application shall be referred by the supervisor of local business licenses to the chief of police or his designee for the purpose of investigation. The chief of police or his designee shall be allowed ten (10) days to investigate and make a report regarding the accuracy of the licensing application. The report shall be in writing for consideration by the city commission.

(Code 1975, § 14-107; Ord. No. 99-03, § 2, 2-10-99; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-152. Licensing hearing; processing fee.

(a) *Required.* No amusement center (primary or accessory) license shall be issued until a public hearing has been held by the city commission and the application is approved by the city commission. In addition, any amusement center that is required by chapter 24 to obtain a special exception from the planning board shall have had a hearing before the planning board prior to the time the licensing hearing takes place before the city commission. The zoning consideration of a special exception and the licensing consideration may be heard and considered simultaneously by the city commission.

(b) *Fee.* All applications for approval of primary use or accessory use amusement centers shall be accompanied by a fee in an amount determined by resolution of the city commission to cover all costs in processing such applications. In addition, the applicant shall be responsible for the reasonable costs of publication in connection with the application for such license. This fee shall not be required of amusement centers required to obtain a special exception. The fee to be established shall not be less than five hundred dollars ($500.00).

(Code 1975, § 14-108; Ord. No. 99-03, § 2, 2-10-99)

Sec. 12-15367. Transfer of license business tax receipt.

A license business tax receipt granted under the provisions of this article shall not be transferable from person to person nor place to place and shall be valid only at the place and by the persons designated on the license tax receipt.

(Code 1975, § 14-109)

Sec. 12-154. Conditions and restrictions.

All licenses granted under the provisions of this article shall be subject to such conditions and restrictions as the city commission deems it proper to impose, including but not limited to sections 12-49 through 12-52.

~~(Code 1975, § 14-110)~~

Sec. 12-~~155~~68. ~~License~~ Business tax receipt suspension and revocation.

In addition to the reasons for suspension and revocation of local business ~~licenses~~ taxes as described in section 12-44(a) and (b) a ~~license~~ business tax receipt issued under the provisions of this article to an amusement arcade ~~center~~ may be suspended or revoked for violation of any provision of the management plan filed with the community development department ~~city clerk of any condition imposed by the city commission~~.

(Code 1975, § 14-111; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~156~~69. Seizure of unlawful devices.

(a) If any person conducts, carries on or manages any amusement arcade ~~center (primary, accessory or incidental)~~ or operates any amusement game unlawfully without obtaining a business tax receipt ~~license therefor~~, or fails to pay the ~~license~~ receipt fee ~~therefor,~~ as provided in this chapter, the chief of police shall seize such device or devices and hold same as security for the payment of the ~~license~~ business tax fee until the ~~license~~ business tax receipt is obtained or remitted. If the person owning or having control of the possession of such device fails, within a period of thirty (30) days, to apply for a ~~license~~ business tax receipt or pay any ~~license~~ receipt fee due, the device shall be disposed of as follows:

(1) The device or devices shall be sold to satisfy the amount of ~~license~~ receipt fee or any other costs due the city, and any device or devices not sold shall be returned to the owner.

(2) If the device or devices are sold for a sum less than the amount of the ~~license~~ tax receipt fee for which the operator of the device is liable, the operator shall remain liable for the balance of such ~~license~~ tax receipt fee due and unpaid.

(b) In addition to the ~~license~~ business tax receipt fee due to the city, all costs incurred by the city in enforcing this provision shall be due to the city, and the expenses shall be paid from the proceeds of the sale of these devices or shall be paid by the owner of the devices before the release of the devices.

(Code 1975, § 14-112)

~~Secs. 12-157—12-170. Reserved.~~

ARTICLE V~~I~~. BINGO GAMES[4]

Sec. 12-~~171~~70. Compliance with zoning provisions.

All charitable, civic, community, benevolent, religious, scholastic, fraternal and veterans organizations, together with condominium associations or planned community associations, shall comply with the city's ~~zoning~~ land development laws, chapter ~~24~~ 10 of this Code, applicable to the conduct of bingo games.

[4]State law reference(s)—Bingo games permitted for certain organizations, F.S. § 849.093~~1~~.

(Code 1975, § 14-72)

State law reference(s)—Zoning, Ch. ~~24~~ 10.

Sec. 12-~~172~~ 71. Permit—Required; fee.

All charitable, civic, community, benevolent, religious, scholastic, fraternal and veterans organizations, together with condominium associations or planned community associations, which desire to perform, conduct, operate, maintain or supervise a bingo game must first obtain an annual permit from the city and shall remit to the supervisor of local business ~~licenses~~ tax receipts an annual permit fee to the city in the amount of twenty-five dollars ($25.00) to defray administrative and investigative expenses.

(Code 1975, § 14-73; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~173~~ 72. Same—Suspension.

A bingo permit may be suspended at any time if the police chief or the supervisor of local business tax receipts has reason to believe that:

(1) The grounds for issuing the permit no longer exist;

(2) The permittee is operating in violation of this article;

(3) The permit was secured by fraud or misrepresentation;

(4) Any proceeds derived from such games are shared with anyone other than the permittee and the proceeds from such games are used for any purpose other than the furtherance of legitimate charitable or other lawful purpose.

(Code 1975, § 14-74)

Sec. 12-~~174~~ 73. Limitation on number of sessions.

A limitation is hereby imposed on any charitable, civic, community, benevolent, religious, scholastic, fraternal and veterans organizations, together with condominium associations or planned community associations, receiving an annual permit, restricting the conduct of bingo games by a permitted organization to two (2) sessions, day or night, per week. In addition, bingo shall not be conducted at a specific site, location, or address more than four (4) times a week.

(Code 1975, § 14-75; Ord. No. 89-37, § 2, 11-22-89)

Sec. 12-~~175~~ 74. Penalty for violation.

Any person convicted of violating any portion of this article shall be punished by a definite term of imprisonment in the county jail not exceeding sixty (60) days, and a fine of five hundred dollars ($500.00) as provided by general law.

(Code 1975, § 14-76)

Secs. 12-176—12-190. Reserved.

ARTICLE VII. CHILD CARE CENTERS

Sec. 12-191. Purpose.

The purpose of this article is to protect the health, safety and general welfare of those minor children who attend day nurseries within the city.

(Code 1975, § 12A-1)

Sec. 12-192. County regulations adopted by reference.

The county regulations regarding child care centers are hereby adopted by reference as part of this article.

(Code 1975, § 12A-2)

Sec. 12-193. Physical facilities.

No setback or yard area required by chapter 24 shall be used as usable area of outdoor space per child as defined in the regulations for the operation of child care centers in the county established by the county nor shall the yard or setback area be calculated to arrive at the necessary usable area of the outdoor space per child as required in that section.

(Code 1975, § 12A-3)

Sec. 12-194. Day nurseries contiguous to establishments emitting noxious or offensive odors.

It shall be prohibited to establish a child care center in any area of the city when such child care center would be immediately contiguous to a business which would from time to time emit noxious or offensive odors, or from which would be emitted fumes which could be detrimental to the health, safety or welfare of minor children.

(Code 1975, § 12A-4)

Cross reference(s)—Health, sanitation and nuisances, Ch. 9.

Sec. 12-195. Parking.

All child care centers shall be required to provide sufficient driveway and parking facilities so as to allow excess vehicular traffic during those periods of time when children are being delivered or picked up from the facility. The establishment of the sufficiency of the parking facilities and driveway area shall be at the discretion and recommendation of the planning board, subject to approval by the city commission.

(Code 1975, § 12A-5; Ord. No. 99-03, § 2, 2-10-99)

Cross reference(s)—Motor vehicles and traffic, Ch. 14; stopping, standing and parking, § 14-26 et seq.; zoning, Ch. 24.

~~Secs. 12-196—12-210. Reserved.~~

ARTICLE VI~~II~~. CIRCUSES, CARNIVALS AND PARADES

Sec. 12-~~211~~ 75. Filing of required information.

Any applicant applying for a local business ~~license~~ tax receipt for the holding of a circus, carnival, show or outdoor exhibition in the city shall, at the time of securing such ~~license~~ tax receipt, be required to file with the supervisor of local business ~~licenses~~ tax receipts, a Special Events Application to include the following:

(1) An affidavit that permission has been secured from the owner of the land upon which the circus, carnival or show is intended to be held;

(2) A bond, collateral agreement or other security conditioned to clean the premises of all rubbish and debris after use by the applicant;

(3) Approval of the event from the building department ~~written statement from the building department of the city that the site upon which the circus, carnival or outdoor show, or other public gathering or exhibition, is intended to be held is not within any prohibited area~~;

(4) Approval of the event from the fire department ~~written statement of the fire department serving the city that the tents or temporary buildings or structures under which the operations are to be held are fireproof material and will not constitute a fire hazard~~;~~.~~

(5) Approval of the event from all the internal departments of the city responsible for the review and approval of a Special Events Permit Application.

(Code 1975, § 14-51; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~212~~ 76. Payment of ~~license~~ business tax.

No circus, carnival, show or public exhibition shall be permitted to begin erecting its tents, booths or other installations in a permitted area in the city without the approval of a Special Events Permit and payment of the full amount of the special events permit application fee and local business ~~license~~ tax receipt as prescribed in this chapter. Such special events permit application shall be filed and paid and local business ~~license~~ tax receipt shall be paid in full before any equipment is brought upon the location where such circus, carnival, show, etc., intends to operate.

(Code 1975, § 14-52; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~213~~ 77. Parades.

A parade through the streets of the city shall not be permitted unless permission is secured from the supervisor of local business ~~licenses~~ tax receipts in writing prior to the beginning of such parade and the local business ~~license~~ tax for staging the parade, as provided for in this chapter, is paid.

(Code 1975, § 14-53; Ord. No. 2007-06, § 2, 2-28-07)

~~Secs. 12-214—12-230. Reserved.~~

ARTICLE VII~~I~~X. FOOD ESTABLISHMENTS

Sec. 12-~~231~~ 78. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Additionally, the definitions included in the Florida Administrative Code chapters adopted in this article shall apply in the interpretations and enforcement of this article.

Management means anyone who conducts, directs the affairs of and carries on the business of food establishment, either for his own interest or that of an owner and includes those responsible for operation and supervision.

(Code 1975, § 12-13)

Cross reference(s)—Definitions and rules of construction generally, ~~§ 1-2~~ Chapter 10, Article 6.

Sec. 12-~~232~~ 79. Purpose.

The purpose of this article is to further protect the health, safety and general welfare of the consuming public in food establishments in the city.

(Code 1975, § 12-11)

Sec. 12-~~233~~ 80. State law adopted by reference.

The following are adopted as part of this article: Chapters 10D-13, 10D-14 and 10D-15 of the Florida Administrative Code; all of F.S. chapters 385 and 386.

(Code 1975, § 12-12)

Sec. 12-~~234~~ 81. City health officers.

The city designates the county health department and any of its officials as the city health officers, with full power to enforce the ordinances of the city and county.

(Code 1975, § 12-14)

Sec. 12-~~235~~ 82. Permit—Required.

(a) No person shall operate a food establishment within the city without first obtaining and maintaining a valid permit or written approval from the county health department or the state division of health. Such permits shall be issued and renewed only after inspection of the premises of such food establishments by a duly authorized representative of the county health department. If such inspection reveals that the food establishment is in violation of any applicable city or county health ordinance or statute of the state, or any

regulation of the division of health of the department of health and rehabilitative services which may adversely affect food protection, such permits shall not be issued or renewed until the violation is corrected.

(b) Permits for food establishments, food outlets and food processing plants shall automatically expire on September 30 each year.

(c) No local business ~~license~~ tax receipt shall be issued for the operation of any food establishment prior to the issuance of the county health department permit or approval.

(Code 1975, § 12-15; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~236~~ 83. Same—Transfer.

No food establishment permit shall be transferable from one (1) person or from one (1) location to another.

(Code 1975, § 12-16)

~~Sec. 12-237. Approval of construction, extension or expansion plans.~~

~~No construction, extension, expansion or alteration of a food service establishment, food outlet or processing plant shall take place before the owner or operator has submitted complete plans for the establishment showing existing and proposed layout, and the plans have received written approval from the standpoint of public health by the county health department.~~

~~(Code 1975, § 12-17)~~

~~Sec. 12-238. Instruction of personnel.~~

~~In order to ensure that management and supervisors are qualified to institute and maintain acceptable sanitary procedures in the operation of a food business to minimize the possibility of food-borne disease outbreak, at least one (1) person in management or supervision shall be required to have completed at least a six-hour course of instruction and training conducted and/or approved by the health department in basic food hygiene relating to the proper storage, preparation and service of food and drink. Satisfactory completion of this course shall be demonstrated by successfully completing a written examination administered by the county health department, and a certificate valid for two (2) years shall be issued. Trained management shall be responsible for the training of its employees, seeking assistance from the health department when needed.~~

~~(Code 1975, § 12-18)~~

Sec. 12-~~239~~ 84. Enforcement.

It shall be the responsibility of the director of the county health department or his duly authorized representative to enforce the provisions of this article throughout the city.

(Code 1975, § 12-19)

Sec. 12-~~240~~ 85. Inspections; notice of violation; notice of hearing.

(a) It shall be unlawful for any owner, manager, agent or person in charge of a food establishment to refuse entry to a duly authorized representative of the county health department for purposes of inspection during regular business hours.

(b) The county health department shall make inspections of all food establishments within the city as often as deemed necessary, and if it is determined that a violation of any provision of this article is being maintained therein, the health department shall, by hand delivery or by registered or certified mail addressed to the operator of the food establishment at the street address of the food establishment, give the operator of such food establishment an official notice providing for a reasonable time within which to correct such violation.

~~(c) If a violation continues beyond the time specified within the official notice, or if violations continually occur at a food establishment, the food establishment shall be served with notice of hearing before the food protection advisory board, as set forth in section 12-241. The hearing shall determine whether to revoke the food establishment's permit to operate.~~

(Code 1975, § 12-20)

Sec. 12-~~241~~ 86. ~~Food protection advisory~~ Health and sanitary control board; hearing; permit revocation.

(a) The city recognizes the county ~~food protection advisory~~ health and sanitary control board as an official advisory agency to the health department and to the director of the county health department and his staff.

(b) The board shall hold hearings on complaints brought by the county health department against operators of food establishments. The director of the county health department shall give to the operator of the food establishment ~~not less than fifteen (15) days'~~ notice of the hearing before the board. Such notice shall specify the violation complained of by the director of the county health department. ~~The holder of the permit which is recommended for revocation by the director of the county health department shall have the opportunity to appear at the hearing and to show cause why the permit should not be revoked. The notice of the hearing on the question of the revocation of a permit shall be served by hand delivery or by registered or certified mail addressed to the operator of such food establishment, at the street address of such food establishment.~~ The board, on conclusion of the hearing, may revoke the permit for the operation of a food establishment upon the failure of such establishment or the owner thereof to comply with any of the provisions of this article beyond the time for compliance specified in an official notice of violation, or if violations of this article continually occur at a food establishment.

(c) An application for reissue of a revoked permit shall be made in the form of a letter to the county health department requesting an inspection and permit, and shall be accompanied by a nonreturnable administrative fee ~~of one hundred dollars ($100.00)~~.

(Code 1975, § 12-21)

Cross reference(s)—Boards, committees, commissions, § 2-56 et seq.

Sec. 12-~~242~~ 87. Immediate closure of establishment threatening life or health.

If in the opinion of the county health department conditions of a food establishment represent an immediate threat to the life or health of the patrons and/or employees, the establishment shall be ordered to close

immediately by action of the county health department. This action shall be taken only after the review and concurrence of a county health department supervisor or food specialist. The establishment shall remain closed until in the opinion of the county health department no further danger exists.

(Code 1975, § 12-22)

Sec. 12-~~243~~ 88. Grease traps.

(a) Grease trap maintenance is required for all food establishments.

(b) Food service establishments shall provide proof of regular grease trap maintenance upon application for local business ~~license~~ tax receipt.

(c) The service contract must reflect grease trap service every three (3) to six (6) months.

(d) Grease trap maintenance shall include the cleanout caps. Missing or damaged caps must be replaced immediately.

(Ord. No. 93-18, § 1, 6-24-93; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~244~~ 89. Penalties.

Any person violating any provision of this article shall be punished as provided by law. If such violation is continuing, each day's violations shall be a separate offense. The violation of any of the provisions of this article may also be enforced by injunction, including a mandatory injunction and such suit or action may be instituted and maintained in the name of the county and/or the city. Injunctive relief shall not preclude proceeding in a criminal action under this article. A criminal action shall not preclude proceeding for injunctive relief.

(Code 1975, § 12-23)

Secs. 12-~~245~~ 90—12-~~260~~ 100. Reserved.

ARTICLE ~~X~~ VIII. PEDDLERS, SOLICITORS, CANVASSERS, ITINERANT VENDORS[5]

Sec. 12-~~26~~101. Definition.

For the purposes of this article, the term "solicitor" or "canvasser" means any person who attempts to solicit orders for the sale of goods, wares or merchandise, whether the sale is consummated in the city or to be consummated when approved by some other person elsewhere, or who bargains to sell any goods, wares or merchandise for cash or otherwise, by sample or by any other manner, personal property of any nature whatsoever, or for services to be furnished or performed, for present or future delivery, traveling by foot, wagon, automobile, motor truck or any type of conveyance, from place to place, from house to house or from street to street, including any person collecting or soliciting contributions or donations, cash or otherwise, to any charitable, nonprofit or other eleemosynary organization; provided, that the provisions of this article shall not be applicable to

[5]Cross reference(s)—Activity restricted on certain streets, § 14-3.

any person who enters the residence or business of any resident of the city at the express request or invitation of such resident.

(Code 1975, § 22-1)

Cross reference(s)—Definitions and rules of construction generally, ~~§ 1-2~~ Chapter 10, Article 6.

Sec. 12-~~26~~102. ~~License~~ Business tax receipt—Required.

It shall be unlawful for any solicitor or canvasser to engage in such business or collection within the corporate limits without first obtaining a ~~license~~ business tax receipt ~~therefor~~ in compliance with the provisions of this article.

(Code 1975, § 22-2)

Sec. 12-~~26~~103. Same—Application.

Applicants for a ~~license~~ tax receipt under this article shall file with the supervisor of local business ~~licenses~~ tax receipts a sworn application in writing, in duplicate, which shall give the following information:

(1) The name of the applicant;

(2) Permanent home address and full local address of the applicant;

(3) A brief description of the nature of the business and goods to be sold;

(4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;

(5) The length of time for which the right to do business is desired;

(6) The place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where such goods or products are located at the time such application is filed and the proposed method of delivery;

(7) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches, showing the head and shoulders of the applicant in a clear and distinguishing manner;

(8) The names of at least two (2) reliable property owners of the county who will certify as to the applicant's good character and business responsibility or, in lieu thereof, such other available evidence as to the good character and business responsibility of the applicant as will enable the investigator to properly evaluate such character and business responsibility;

(9) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed ~~therefor~~;

(10) A statement by a physician with an office in the county, dated not more than ten (10) days prior to the submission of the application, certifying the applicant to be free of contagious, infectious or communicable diseases;

(11) If the applicant is associated with a charitable, nonprofit or other eleemosynary organization, a brief description of the nature and purpose of such organization and the address of the main office of such organization.

(Code 1975, § 22-3; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~26~~104. Same—Investigation of applicant; approval or disapproval of application; issuance; contents; records.

(a) A complete and thorough investigation of the business and moral character of an applicant for a ~~license~~ business tax receipt under this article shall be made, including a verification of the application required in section 12-~~26~~103.

(b) If as a result of such investigation the applicant's character or business responsibility is found to be unsatisfactory, it shall be endorsed on such application with the disapproval and reasons for the same and the application shall be returned to the applicant, indicating that the application has been disapproved and that no ~~license~~ business tax receipt will be issued. For the purposes of this section, the applicant's character and business responsibility shall be deemed to be unsatisfactory for any of the following causes:

(1) Fraud, misrepresentation or false statement contained in the application for license;

(2) Two (2) or more judgments outstanding from a court of any jurisdiction;

(3) That the applicant has been found guilty, within the past three (3) years, of a felony, misdemeanor or a violation of any municipal ordinance or governing authority, involving moral turpitude or adversely affecting the applicant's character or business responsibility;

(4) That the applicant has had a contagious, infectious or communicable disease within the past two (2) years.

(c) If as a result of such investigation the character and business responsibility of the applicant are found to be satisfactory, the supervisor of local business ~~licenses~~ tax receipt shall endorse on the application the approval and execute a ~~license~~ tax receipt, addressed to the applicant, for the carrying on of the business applied for and, upon payment of the prescribed ~~license~~ tax receipt fee by the applicant, deliver such ~~license~~ tax receipt to the applicant. Such ~~license~~ tax receipt shall contain the signature ~~and seal of the city clerk~~ and shall show the name, address and photograph of the ~~licensee~~ applicant, the kind of goods to be sold under such ~~license~~ business tax receipt, the amount of fee, the date of issuance and the length of time the same shall be operative, as well as the ~~license~~ tax receipt number and other identifying description of any vehicle used in such soliciting or canvassing. The supervisor of local business ~~licenses~~ tax receipts shall maintain a file of all applications and ~~licenses~~ tax receipts after such ~~licenses~~ business tax receipts have been issued.

(Code 1975, § 22-4; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~26~~105. Same—Fee.

The ~~license~~ business tax receipt fee which shall be charged by the city for the ~~license~~ tax receipt required by this article shall be fifty dollars ($50.00) per month or two hundred fifty dollars ($250.00) per year.

(Code 1975, § 22-5)

Sec. 12-~~26~~106. Surety bond.

Every applicant for a ~~license~~ business tax receipt under this article shall file with the city a surety bond, running to the city in the amount of one thousand dollars ($1,000.00), conditioned that the applicant shall comply fully with all of the provisions of this Code and other ordinances of the city and state law regulating and concerning the business of solicitor, and guaranteeing to any citizen of the city that all money paid as a down payment will be accounted for and applied according to the representation of the solicitor, and further guaranteeing to any citizen of the city doing business with such solicitor that the property purchased will be delivered according to the representations of such solicitor. Action on such bond may be brought in the name of the city for the use or benefit of the aggrieved person.

(Code 1975, § 22-6)

Sec. 12-~~26~~107. Badges worn by ~~licensees~~ permittee.

The supervisor of local business ~~licenses~~ tax receipts shall issue to each ~~licensee~~ applicant under this article at the time of delivery of the ~~license~~ tax receipt, a badge which shall contain the words "~~licensed~~ permitted solicitor," the period for which the ~~license~~ business tax receipt is issued and the number of the ~~license~~ tax receipt, in letters and figures easily discernible from a distance of ten (10) feet. Such badge shall, during the time such ~~licensee~~ permittee is engaged in soliciting, be worn constantly by the ~~licensee~~ permittee on the front of his outer garment in such a way as to be conspicuous from a distance of ten (10) feet.

(Code 1975, § 22-7; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~26~~108. Carrying, exhibiting license.

~~Licensees~~ Permittees under this article are required to carry their ~~license~~ tax receipt on their person at all times while soliciting or canvassing and shall be required to exhibit such ~~license~~ tax receipt at the request of the citizen.

(Code 1975, § 22-8)

Sec. 12-~~26~~109. Authorized hours of solicitation or canvassing.

(a) It is the finding of the city commission that it desires to exercise its police power to establish reasonable hours of solicitation or canvassing for the purposes contained in this article. Furthermore, the residents of the city desire the quiet enjoyment of their private homes; that ~~in this time of increased crime in South Florida~~ there is a basis for a concern or apprehension of strangers going door-to-door, especially after sunset; that although the city has a relatively low crime rate, it does experience more crimes after dark than during daylight hours; and that due to the unique nature of the city ~~as a retirement community~~, there is a strong likelihood of finding a substantial number of residents at their homes during normal working hours.

(b) ~~Licensed~~ Permitted solicitation or canvassing in the city is limited to the hours of 9:00 a.m. to one-half hour after sunset.

(Code 1975, § 22-8.1)

Sec. 12-~~27~~110. Revocation of ~~license~~ tax receipt.

(a) ~~Licenses~~ Tax receipts issued under the provisions of this article may be revoked by the supervisor of local business ~~licenses~~ tax receipts after notice and hearing, for any of the following causes:

(1) Fraud, misrepresentation or false statement contained in the application for ~~license~~ business tax;

(2) Fraud, misrepresentation or false statement made in the course of carrying on the ~~licensee~~applicant's business as solicitor or canvasser;

(3) Any violation of this article;

(4) Conviction of any felony, misdemeanor or violation of any provision of this Code or other municipal ordinance, involving moral turpitude or adversely affecting the applicant's character or business responsibility;

(5) If the ~~licensee~~ receipt holder has two (2) or more judgments outstanding from a court of any jurisdiction;

(6) If the ~~licensee~~ receipt holder has any contagious, infectious or communicable disease;

(7) If the ~~licensee~~ receipt holder is conducting the business of soliciting or canvassing in an unlawful manner or in such a manner as to constitute a menace to the health, safety or general welfare of the public.

(b) Notice of the hearing for revocation of a ~~license~~ business tax receipt shall be given in writing, setting forth specifically the ground of the complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the ~~licensee~~ receipt holder at his last-known address as reflected by the application and ~~license~~ business tax receipt, at least five (5) days prior to the date set for hearing. The result of such hearing shall be mailed to the applicant, within five (5) days from the date of the hearing, at the aforesaid address.

(Code 1975, § 22-9; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~111. Appeals.

Any person aggrieved by the action of the supervisor of local business ~~licenses~~ tax receipts in denying the issuance of a ~~license~~ business tax receipt or revoking a ~~license~~ business tax receipt under this article shall have the right of appeal to the ~~city commission~~ planning board in accordance with Chapter 10, Sec. 10-5.4(R) – "Administrative Appeal". ~~Such appeal shall be taken by filing with the city commission, within twenty (20) days after notice of the action complained of has been mailed to such person's address as aforesaid, a written statement setting forth fully the ground for the appeal. The commission shall set a time and place for a hearing on such appeal, and a notice of such hearing shall be given to the applicant in the same manner as provided in section 12-270. The hearing by the city commission shall be held within thirty (30) days from receipt of the appeal, and the decision and order of the city commission on such appeal shall be final and conclusive.~~

(Code 1975, § 22-10; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~112. Exemptions for eleemosynary organizations.

The city commission shall have the right to waive the requirements of this article, for good cause shown, for any charitable, nonprofit or other eleemosynary organization seeking to solicit contributions or donations, cash or otherwise.

(Code 1975, § 22-11)

Sec. 12-~~27~~113. Peddling—Truck classification.

Trucks or moving vehicles propelled by gasoline or oil or other propellants operating upon the streets of the city for the purposes of this article are classified as follows:

(1) Trucks or moving vehicles engaged in the business of delivering goods, wares and merchandise, where no money is received upon the delivery and no orders taken for goods, wares or merchandise to be delivered in the future.

(2) Trucks or moving vehicles operating from and in connection with a place of business in the city, upon which a local ~~local~~ business ~~license~~ tax receipt has been paid.

(3) Trucks or moving vehicles from which vegetables and farm and grove products raised and produced by the owner of the truck are offered for sale at wholesale only in the city.

(4) Trucks or moving vehicles from which vegetables and farm and grove products not raised and produced by the owner of the truck are offered for sale at wholesale in the city.

(5) Trucks or moving vehicles from which goods, wares and merchandise, except vegetables or farm and grove products, are offered for sale at wholesale in the city.

(6) Trucks or moving vehicles operating from a wholesale place of business located outside the limits of the city, which place of business holds a county wholesale license issued by some county in the state and a wholesale local business ~~license~~ tax receipt issued by some city in the state.

(7) Trucks or moving vehicles selling goods, wares, merchandise, farm products, grove produce, citrus, shrubbery, etc., at retail or rendering services for which a charge is made, such as sharpening knives, repairing, towel or linen service, etc., in the city.

(Code 1975, § 14-44; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~114. Same—Local business ~~license~~ tax receipt or registration required.

(a) Trucks and moving vehicles described under section 12-~~27~~113(4), (5) and (7) are required to pay for a local business ~~license~~ tax receipt under the applicable classification, as set out in this chapter.

(b) Operators of trucks and moving vehicles described under section 12-~~27~~113(4) shall be required to register with the police department before receiving a metal plate or decal permit, to be attached to the outside of such truck or moving vehicle.

(c) Operators of trucks and moving vehicles described under section 12-~~27~~113(5) shall be required to register with the police department before receiving a metal plate or decal permit, to be attached to the outside of such truck or moving vehicle.

(d) Operators of trucks and moving vehicles described under section 12-~~27~~113(2) shall be required to pay a local business ~~license~~ tax as specified in this chapter and to register with the police department before receiving a metal plate or decal permit, to be attached on the outside of such truck or moving vehicle.

(e) Nothing in this section shall be construed to authorize the imposition of a ~~license~~ tax receipt fee on any vehicle otherwise prohibited.

(Code 1975, § 14-45; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~115. Same—Registration of certain trucks, etc., required.

Operators of trucks and moving vehicles described under section 12-~~27~~113(3), (4), (5), (6) and (7) are required to register a description of the truck and motor vehicle, the name and address of the owner and the place of business from which such truck operates with the police department of the city and to secure a metal plate or decal permit, to be attached to such truck or moving vehicle, before doing business in the city or using the public streets. The police department shall keep a book for registration of such trucks or moving vehicles.

(Code 1975, § 14-46)

Sec. 12-~~27~~116. Same—Grower's certificate required for certain trucks, etc.

Operators of trucks and moving vehicles described under section 12-~~27~~113(3) shall be required to produce a grower's certificate of the state and register the description of the automobile and name and address of the owner with the police department and, upon so doing, shall be entitled to secure a metal plate or decal permit, to be attached on the outside of such truck or moving vehicle.

(Code 1975, § 14-47)

Sec. 12-~~27~~117. Same—Certain trucks, etc., to have city and county wholesale licenses.

Operators of trucks and moving vehicles described under section 12-~~27~~113(6) shall be required to present to the police department a state and county local business license issued by some county in the state, as well as a city local business ~~license~~ tax receipt for a wholesale dealer issued by some city in the state, both of such license~~s~~/tax receipt to be for the current year, before receiving a metal plate or decal permit, to be attached to the outside of such truck or moving vehicle; provided, that, where either the county or city of the operator's principal place of business does not issue local business ~~licenses~~ tax receipts, evidence of such fact may be accepted in lieu of such license~~s~~/tax receipt.

(Code 1975, § 14-48; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~27~~118. Prohibition of solicitation by minors; definitions; penalties.

(a) *Definitions.*

(1) *Soliciting* shall mean and include any one (1) or more of the following activities:

a. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatever for any kind of consideration whatever;

b. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or publication;

c. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication; or

d. Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.

(2) *Minors* shall mean any natural person who has not attained the age of eighteen (18) years.

(3) *Rights-of-way* shall mean land dedicated, deeded, used or to be used, for a street, alley, walkway, boulevard, drainage facility, access or ingress and egress by the public, certain designated individuals or governing bodies.

(b) *Solicitation prohibited.*

(1) It is hereby deemed unlawful for any minor person to go upon the public rights-of-way of the City of Tamarac for the purpose of soliciting.

(2) It is hereby deemed unlawful for any parent, guardian, custodian, corporation, or any other form of business entity to request, supervise or direct a minor to go upon the public rights-of-way for the purpose of soliciting.

(c) *Penalties.* Any violator of the provisions of this section shall, upon conviction thereof, be subject to a fine of not less than twenty-five dollars ($25.00) and nor more than five hundred dollars ($500.00) for each offense.

(Ord. No. 99-06, § 2, 4-14-99)

Secs. 12-~~27~~119—12-~~29~~120. Reserved.

ARTICLE IX~~I~~. PRIVATE DETECTIVES[6]

Sec. 12-~~29~~121. Information required for issuance of ~~license~~ business tax receipt.

Before any local business ~~license~~ tax receipt for a private detective may be issued, the applicant must first present to the supervisor of local business ~~licenses~~ tax receipts the following information:

(1) A certificate from the police department of the city showing that the applicant has been fingerprinted and that he has no past record of a felony conviction;

(2) A certificate from the chief of police showing that the applicant has successfully obtained a state license.

(Code 1975, § 14-49; Ord. No. 2007-06, § 2, 2-28-07)

[6]State law reference(s)—Private detectives license limitation, F.S. § 493~~.325~~.

Sec. 12-~~29~~122. Registration when operating in but not licensed by city.

All private detectives or criminal investigators not ~~licensed~~ granted a tax receipt by the city are required to register with the police department before conducting any operation within the corporate limits.

(Code 1975, § 14-50)

Secs. 12-~~29~~123—12-~~3~~130. Reserved.

ARTICLE X~~II~~. SALES

Sec. 12-~~3~~131. Bankrupt, auction, etc., sales.

Before any person shall sell or be engaged in the business of selling goods, wares, merchandise or other personal property, such sales being advertised as bankrupt, insolvent, insurance, assignee, trustee, testator, executor, administrator, receiver, auction, syndicate, railroad or other wreck, wholesale or manufacturer's or closing-out sale, or as goods damaged by smoke, fire, water or otherwise, such person shall pay a ~~license~~ receipt tax of three hundred fifty dollars ($350.00). The provisions of this section shall not apply to bona fide sales of general assignees for the benefit of creditors or bona fide trustees selling under power of sale in any deed of trust or mortgage or lien, executors and administrators selling goods of their decedent, or to any officer selling the property under legal process, or to regularly licensed auctioneers selling bona fide at public outcry in the usual course of their business, or bona fide merchants, in selling or disposing of stocks of merchandise, who were the original owners of such stocks of merchandise, where a ~~license~~ tax receipt has been already paid by such merchant prior to the bankruptcy proceedings. The ~~license~~ tax receipt required by this section shall not be transferable. The use of any of the descriptive words or phrases referred to in this section as a part of a trade or firm name shall be construed to require the obtaining of the ~~license~~ business tax receipt herein provided for. No person shall bring in for sale within the city limits any bankrupt stock which has been purchased outside of the city limits.

(Code 1975, §§ 14-6, 14-7)

State law reference(s)—Bankruptcy, fire and going-out-of-business sales, F.S. § 559.20 et seq.

Secs. 12-~~3~~132—12-~~33~~140. Reserved.

ARTICLE XI~~II~~. SECONDHAND GOODS DEALERS[7]

Sec. 12-~~33~~141. Record of transactions.

Every person engaged in the business of buying, trading or otherwise dealing for profit in used goods, wares and merchandise of any description, including appliances, shall keep a complete and clear record of every used article, goods, wares or merchandise purchased by him. The record shall specify the name and address of the seller, the date received, the article or thing, and the number, mark or other details as will aid in making identification of such article or thing possible. All individuals and firms required to keep records under the terms of

[7]State law reference(s)—Metals dealers, processors and founders, F.S. ~~§~~ 538.~~01.~~

this article shall keep such records in duplicate and shall, upon demand by the chief of police or his representative, furnish the city with a copy of such records, either at regular intervals or at any other time as determined by the chief of police or his representative. The records shall be kept by the person or firm making the records for the holding period described in F.S. 538. ~~at least fifteen (15) days after the goods, wares and merchandise are disposed of.~~

(Code 1975, § 14-99)

Sec. 12-~~33~~142. Dealing with minors.

It shall be a violation of this article for any person to buy any used or secondhand articles, goods, wares or merchandise from a person under eighteen (18) years of age unless accompanied by a parent or legal guardian; and it shall likewise be a violation of this article for any person under eighteen (18) years of age to offer for sale any such articles.

(Code 1975, § 14-100)

State law reference(s)—Similar provision, F.S. § 538~~.014.~~

Sec. 12-~~33~~143. Revocation of or other action against local business ~~license~~ tax receipt.

(a) In addition to any penalties which may be imposed for the violation of certain provisions of this article, the city may, pursuant to the provisions of this section, revoke the ~~license~~ receipt of a business or take disciplinary action other than revocation on any of the following grounds:

(1) Fraudulent or willful and knowing misrepresentation or false statement made in a record required to be kept pursuant to this article;

(2) Failure to comply within a reasonable time with any order or notice to furnish records kept under the terms of this article issued by the chief of police or his representative after the ~~licensee~~applicant's rights to hearing and appeal have been exhausted.

(b) No local business ~~license~~ tax receipt shall be revoked or other disciplinary action taken until a hearing is held by the city manager. Written notice of the time and place of the hearing shall be served on the holder of the ~~license~~ business tax receipt at least ten (10) working days before the date set for the hearing. The notice shall set forth a summary of the grounds advanced as the basis for the revocation of the ~~license~~ tax receipt.

(c) At the hearing before the city manager, the holder of the ~~license~~ business tax receipt or his authorized representative shall be given an opportunity to confront and examine any adverse witness and to present evidence on his own behalf. Within ten (10) working days after the hearing, the city manager shall either dismiss the charges or shall forward the complaint to the city commission with his recommendation that the ~~license~~ business tax receipt be revoked or other disciplinary action taken. In either event, the city manager shall cause the holder of the ~~license~~ tax receipt to be given notice in writing of his decision within ten (10) working days.

(d) Any person whose license is revoked or has other disciplinary action taken against it pursuant to this section shall have the right, within ten (10) working days after receiving notice in writing of the revocation from the city manager, of filing a written appeal with the planning board in accordance with Chapter 10, Sec. 10-5.4(R) – "Administrative Appeal". ~~city commission. Such appeal shall set forth in detail the specific ground or grounds on which it is based. The city commission shall hold a hearing on the appeal within thirty (30) calendar days after its receipt by the city and shall cause the appellant to be given at least ten (10) working~~

days' written notice of such hearing. At the hearing the appellant or his authorized representative shall have the right to present a written or oral argument, or both, in support of his appeal. The determination of the city commission on the appeal shall be final.

(Code 1975, § 14-101; Ord. No. 2007-06, § 2, 2-28-07)

Secs. 12-334—12-350. Reserved.

ARTICLE XIV. TEMPORARY SALES

Sec. 12-351. Temporary holiday sales, vendors regulated.

It shall be unlawful in the city for any person, firm, corporation, business or enterprise to sell, dispense, offer for sale, or distribute any item or items from other than within an enclosed building except as permitted in commercial zoning districts and as follows:

(1) A license for the sale of retail merchandise out-of-doors will be issued only for items sold in connection with the following:

a. Independence Day for sparklers (July 4);

b. Halloween for pumpkins and related items such as, but not limited to, Indian corn and gourds (October 31); and

c. Christmas for Christmas trees and related items such as, but not limited to, stands, bags, bows and wreaths (December 25).

(2) Any license issued for sales permitted under this section shall be valid only for a temporary period of time, after having obtained a permit from the city and paying a permit fee of two hundred fifty dollars ($250.00) and complying with the following minimum requirements:

a. A maximum of ten (10) days preceding the Fourth of July;

b. A maximum of thirty (30) days preceding Halloween;

c. From Thanksgiving Day through December twenty-sixth.

(3) Prior to receipt of a license, an applicant shall comply with all of the following:

a. The applicant for a license allowing temporary holiday sales shall provide the city with an indemnification agreement holding the city harmless for all activities of the applicant and shall submit proof of public liability insurance in a coverage amount of no less than five hundred thousand dollars ($500,000.00), at each sales location, which names the city as a named insured and is issued by an insurance company authorized by the state department of insurance to do business in the state. The policy must be approved by the city, risk management division; and

b. A written, sworn application, signed by the applicant, shall be filed with the occupational licensing section at least thirty (30) days prior to the commencement of the appropriate holiday period, as provided in subsection (2) showing:

1. The name or names of the person or persons responsible for the management or supervision of the applicant's business during the time that the activities will be conducted

in the city; the local address of such person or persons while engaged in such business; the permanent address or addresses of such person or persons; the capacity in which such person or persons will act (that is, whether as proprietor, agent or otherwise); the name and address of the person, firm or corporation for whose account the business will be carried on, if any; and if a corporation, under the laws of what state the same is incorporated and the name and address of its registered agent in the State of Florida; and

2. The proposed place or places in the city where applicant's business will be conducted and length of time the business will be conducted; and

3. A statement of the nature, character and quality of the goods to be sold or offered for sale by the applicant in the city; and

4. Proof of a State of Florida sales tax number; and

5. For vendors of sparklers who are required to register with the division of the state fire marshal of the department of insurance under chapter 791, Florida Statutes, proof of a completed registration form. Proof of actual registration shall be submitted prior to issuance of the license; and

6. A written notarized statement from the owner of the property, or an authorized agent of the owner, authorizing the location of the temporary holiday sales vendor on the property; and

7. A sketch showing the exact location of the vendor.

c. The license issued under this article shall be posted conspicuously in the place of business named therein. In the event that such person or persons applying for such license shall desire to do business in more than one (1) location within the city, separate licenses shall be issued for each location of business, and shall be posted conspicuously in each place of business.

(4) No licensee shall be issued more than ten (10) licenses. For the purpose of this subsection, licensees shall be deemed the same if any one (1) principal in the legal entity under which the licensee is operating is identical, regardless of the structure of the legal entity.

(5) No license shall be transferred without written consent from the director of community development of the city, as evidenced by an endorsement on the face of the license by the director of community development showing to whom the license is transferred and the date of transfer. The transferee of a license shall meet and be subject to all requirements set forth herein for the original licensee.

(6) No license for the sale of sparklers may be issued unless such items may be lawfully sold under Chapter 791, Florida Statutes.

(7) Locations for sales of merchandise licensed under this section are subject to the following restrictions:

a. Sparklers may only be sold at locations within a commercial zoning district. Such sales shall not be permitted to be made from areas located within fifty (50) feet from:

1. Any fuel storage facility of any kind; and

2. Any area required to provide parking in connection with a restaurant or lounge.

b. Christmas trees and sparklers may be sold only if each sales location has been approved by the city fire department.

c. Halloween and Christmas items may only be sold at locations within any commercial zoning district or from areas immediately adjacent and utilized in conjunction with the commercially zoned property, as well as from any property owned by a nonprofit organization or institution.

d. A maximum of one (1) four-foot-by-eight-foot sign for each location may be displayed in connection with such sales.

e. There shall be a minimum one thousand five hundred (1,500) feet between any two (2) locations licensed under this section; however, retail stores with over twenty thousand (20,000) square feet of floor area are exempt from this requirement; nor shall a temporary holiday sales vendor be required to locate at least one thousand five hundred (1,500) feet from such an establishment. For purposes of determining which license application of two (2) or more applications proposing sites within one thousand five hundred (1,500) feet of one another shall be approved, the date and time that each completed application is received by the city shall determine the priority, with the earliest completed application receiving the highest priority. For the purposes of this section, a site duly licensed for the previous year and which complied with all applicable regulations shall be considered to be the earliest completed application.

f. At any given location licensed under this section, there shall be a maximum of one (1) temporary holiday sales vendor.

(8) The sale of any merchandise by any holiday sales vendor as specified in this section without a license as provided in Chapter 12 of the Code of the City of Tamarac is unlawful.

(9) Violation of this section shall be punishable as provided in section 1-13, as currently enacted or as may be amended from time to time, or by any other means authorized by law.

(Ord. No. 93-9, §§ 1, 2, 4-28-93; Ord. No. 93-12, §§ 1, 2, 6-9-93)

Secs. 12-35144—12-37150. Reserved.

ARTICLE XIIV. PAWNBROKERS

Sec. 12-37151. Florida Pawnbrokers Act; state law adopted.

The Florida Pawnbroking Act is hereby adopted by the city and made a part of this Code.

(Ord. No. 96-20, § 2, 12-11-96)

Sec. 12-37152. Local business license tax receipt required.

It shall be unlawful for any pawnbroker to engage in any such business within the corporate limits without first obtaining from the city a business tax receipt license therefor. A separate license business tax receipt is required for each pawnshop.

(Ord. No. 96-20, § 2, 12-11-96; Ord. No. 2007-06, § 2, 2-28-07)

Sec. 12-~~37~~153. Hours of operation.

No pawnshop may operate during the hours between midnight and 6:00 a.m.

(Ord. No. 96-20, § 2, 12-11-96)

ARTICLE X~~V~~III. VACATION RENTALS REGISTRATION

Sec. 12-~~37~~154. Intent and purpose.

The city commission finds that transitory uses of residential property tend to adversely affect the residential character of the community and are injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the city to mitigate impacts created by such transitory uses of residential property within the city. It is unlawful for any owner of any property within the geographic bounds of the city to rent or operate a vacation rental contrary to the procedures and regulations established in this article or applicable state statute.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~155. Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory.

Garbage as defined in the City of Tamarac Code of Ordinances.

Residential property shall mean "residence, one-family;" "residence, two-family;" and "residence, three-family" and "residence, four-family" set forth all residential zoning districts established pursuant to this Code.

Responsible party shall mean the owner, or the person designated by the owner of the vacation rental to be called upon to answer for the maintenance of the vacation rental and the conduct and acts of vacation occupants of residential properties.

Vacation occupants means any person, or guest or invitee of such person, who occupies or is in actual or apparent control or possession of residential property required to obtain a permit as a vacation rental. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the vacation rental is a vacation occupant.

Vacation rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is rented to vacation occupants for more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to vacation occupants, but that is not a timeshare project.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~156. Vacation rental registration and permit required.

(a) It is unlawful for any person to allow another person to occupy any vacation rental within the city, or offer any residential property for rent and/or lease as a vacation rental within the city, unless the person has obtained the vacation rental permit for the vacation rental with the city in accordance with the provisions of this article, except as provided in 12-~~37~~156(b).

(b) A person may allow another person to occupy any vacation rental without the issuance of a permit from the city if all the following are met:

(1) The vacation rental to be occupied by a vacation occupant, or any other property owned by the titled owner of the vacation rental to be occupied by a vacation occupant, is not in violation of any section of the Code of Ordinances of the City of Tamarac; and

(2) There are no unsatisfied liens recorded against the vacation rental to be occupied by a vacation occupant, or any other property owned by the titled owner of the vacation rental to be occupied by a vacation occupant, as a result of any violation of any section of the code of ordinances of the city; and

(3) A complete application for a permit for the residential property as a vacation rental has been filed pursuant to section 12-~~37~~157 and all applicable fees have been paid; and

(4) That said occupancy was scheduled prior to May 9, 2018 as evidenced by a written and validly executed rental agreement or contract provided to the community development director or designee; however, any renewal terms of any occupancies scheduled after May 9, 2018 shall require a permit; and

(5) For a vacation rental, the vacation rental has an effective and valid license as a vacation rental, the classification of public lodging establishment issued by the Florida Department of Business and Professional Regulations prior to May 9, 2018.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~157. Application for vacation rental permit.

(a) Application for a vacation rental permit shall be made by the owner of the vacation rental to the community development director or his or her designee, and applications for a vacation rental permit shall be certified as true and complete, and sworn to in the presence of a notary, and shall set forth at a minimum:

(1) The legal description of the vacation rental offered for rental (i.e., address, lot, block and subdivision name);

(2) Name, address, and phone number of owner of property that is the subject of the application;

(3) Name, address, and emergency contact phone number of responsible party for the vacation rental, which shall be a twenty-four (24) hour, seven (7) days' a week contact number;

(4) That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by the responsible party;

(5) Acknowledgements by owner of the vacation rental of the following:

a. That all vehicles associated with the vacation rental must be parked on hard surface off-street parking provided on the property;

b. That the vacation occupant of any vacation rental shall comply with the limitations of section 12-~~38~~162;

c. That the owner of vacation rental shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes.

d. The vacation rental, or any other property owned by the titled owner of the vacation rental, is not in violation of any section of the Code of Ordinances of the City of Tamarac;

e. That there are no unsatisfied liens recorded against the vacation rental, or any other property owned by the titled owner of the vacation rental, as a result of any violation of any section of the Code of Ordinances of the City of Tamarac;

f. That no solid waste or recycling container for the vacation rental shall be located at the curb for pickup before 7:00 p.m. of the day prior to pick up, and the solid waste and recycling containers shall be removed before 11:00 p.m. of the day of pickup;

g. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance on a vacation rental, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance;

h. That other properties are not jointly shared commodities and should not be considered available for use by vacation occupants of the vacation rental subject of the application; and

i. That prior to permitting occupancy by a vacation occupant, the owner shall confirm that such occupancy is not prohibited by the city's sexual offender and predator residency prohibitions set forth in sections 13-20 through 13-23 of the City's Code of Ordinances.

(6) Proof of owner's current ownership of the vacation rental;

(7) Proof of owner's certificate of liability insurance;

(8) For vacation rentals, and where required by state law, proof of registration with the Florida Department of Revenue for sales tax collection and Broward County for Tourist Development Tax; however, if the vacation rental is exempt from sales tax collection then the owner shall provide an affidavit confirming the exemption and a copy of the exemption certificate issued by the State of Florida Department of Revenue; and

(9) For vacation rentals, and where required by state law, proof of licensure with the Florida Department of Business and Professional Regulation for a transient public lodging establishment.

(b) Submission of an incomplete application form shall result in rejection of the application.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~158. Fees for vacation rental permit.

The city shall charge reasonable fees for a vacation rental permit in order to compensate for administrative expenses. The fees for a permit under this article shall be provided for, from time to time, by resolution adopted by the city commission.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~37~~159. Responsible party required.

Whenever any vacation rental is required to obtain a permit under this article, the owner of the vacation rental shall appoint a natural person, to serve as the responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner of the vacation rental. An initial responsible party shall be designated, and name submitted with the application for the permit, and the community development director or his/her designee shall thereafter be notified of any change of responsible party within five (5) business days of such change. Further, it is the affirmative duty of the responsible party to:

(1) Inform all vacation occupants, in writing, prior to occupancy of the vacation rental of applicable city ordinances concerning noise, residency prohibitions for sexual offenders and predators, vehicle parking, Garbage, and common area usage;

(2) Maintain all vacation rentals under their control in compliance with the occupancy limits, as specified in section 5-206 of the Code of Ordinances of the City of Tamarac, Florida, as determined by the building official or his designee;

(3) See that the provisions of this article are complied with and promptly address any violations of this article or any violations of law which may come to the attention of the responsible party;

(4) Be available with authority to address and coordinate solutions to problems with the vacation rental twenty-four (24) hours a day, seven (7) days a week;

(5) Be able to, and shall, respond to, emergency calls by telephone within one (1) hour of notification and in person within three (3) hours of notification;

(6) Keep available a register of all vacation occupants, which shall be open to inspection by authorized personnel of the city at all times; and

(7) Maintain the entire vacation rental free of garbage and litter; provided however, that this subsection shall not prohibit the storage of garbage, recyclables, and litter in wheeled receptacles with hinged lids and in good repair.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~160. False information.

It shall be unlawful for any person to give any false or misleading information in connection with the application required by this article.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~161. Minimum requirements for issuance of a vacation rental permit.

The community development director or designee may issue a permit to the applicant upon proof of the following:

(1) The owner of the vacation rental completes the city vacation rental permit application form;

(2) The application fee has been paid to the city;

(3) A business tax receipt from the city pursuant to chapter 12, article II of the Code of Ordinances;

(4) A business tax receipt from Broward County, if applicable;

(5) A Florida Department of Revenue certificate of registration for purposes of collecting and remitting tourist development taxes, sales surtaxes and vacation rental taxes;

(6) For vacation rentals, a Florida Department of Business and Professional Regulation license as a transient public lodging establishment;

(7) An affidavit, demonstrating maintaining initial and on-going compliance with vacation rental standards contained herein, plus any other applicable local, state and federal laws, regulations and standards to include, but not be limited to F.S. ch. 509, and Rules, Chapter 61C and 69A, Florida Administrative Code, as may be applicable;

(8) A copy of the form agreement to be used when contracting with vacation occupants; and

(9) An affidavit certifying compliance with section 12-~~38~~163.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~162. Vacation rental standards.

The following standards shall govern the use of any vacation rental as a permitted use:

(1) *Minimum life/safety requirements:*

a. *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool Safety Act, F.S. ch. 515.

b. *Bedrooms.* All bedrooms shall meet the habitable room minimum requirements of the City of Tamarac Code of Ordinances.

c. *Smoke and carbon monoxide (CO) detection and notification system.* A smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code—Residential.

d. *Fire extinguisher.* A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.

(2) *Maximum occupancy.* The following specific site considerations in subsections a., b., and c. shall limit any vacation rental occupancy to whichever is less, as applicable, below:

a. One (1) person per one hundred fifty (150) gross square feet of permitted, air-conditioned living space.

b. In the single family residential zoning districts, the maximum occupancy shall be limited to no more than two (2) persons per bedroom per vacation rental. In all other zoning districts and developments predominantly developed with greater than two-family dwelling units, the maximum occupancy shall also be limited to no more than two (2) persons per bedroom per vacation rental unit.

(3) *Solid waste handling and containment.* Based on the maximum vacation occupancy permitted, city solid waste and recycling containers shall be as required in chapter 19 of the city's Code of Ordinances. Appropriate screening and storage requirements for solid waste containers shall apply per any development approval and be incorporated into the vacation rental permit. For purposes of this section, a solid waste container shall not be placed at curbside no earlier than 7:00 p.m. of the day prior to solid waste pickup, and the solid waste container shall be removed from curbside no later than 11:00 p.m. of the day of pickup.

(4) *Minimum vacation occupant information.* The occupant shall be provided with a copy of the information required in this section, and the following shall be posted conspicuously within the vacation rental:

a. A statement advising the vacation occupant that any noise shall not be plainly audible at twenty-five (25) feet or more or from the property of another in violation of section 9-86 of the City's Code of Ordinances.

b. A sketch of the location of the off-street parking spaces for the vacation rental;

c. The days and times of trash and recycling pickup as well as the permitted times for placement of receptacles for collection;

d. The location of the nearest hospital;

e. Notice that sexual offenders and predators are subject to residency prohibitions in the city's Code and occupancy of the vacation rental in violation of such ordinance is a violation of law; and

f. The city's non-emergency police phone number.

g. There shall be posted, next to the interior door of each bedroom a legible copy of the building evacuation map—Minimum eight and one-half (8½) inches by eleven (11) inches.

(4) *Minimum wording for agreement relating to vacation rental.* Any agreement utilized by an occupant of the vacation rental shall contain the minimum vacation occupant information as provided for in this section.

(5) Designation of a vacation rental responsible party capable of meeting the duties provided in section 12-~~37~~15<u>9</u>.

(6) *Advertising.* Any advertising of a vacation rental shall conform to information included in the vacation rental permit, particularly as this pertains to maximum occupancy.

(7) *Sexual offenders and sexual predators.* It is unlawful to allow any person to occupy any vacation rental within the city, with the knowledge that it will be occupied by a person prohibited from establishing a permanent residence or temporary residence at said vacation rental, if such place, structure, or part thereof, trailer or other conveyance, is located within two thousand five hundred (2,500) feet of any school, designated public school bus stop, child day care facility, park or playground or other place where children regularly congregate as described in sections 13-20 through 13-23 of the Code of Ordinances.

(8) *Posting of vacation rental permit.* The permit shall be posted on the back of or next to the main entrance door and shall include at a minimum the name, address and phone number of the responsible party and the maximum occupancy of the vacation rental.

(9) *Other standards.* Any other standards contained with the Code of Ordinances to include, but not be limited to: noise, setbacks, storm water and similar provisions.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~163. Initial and routine certification of compliance.

(a) An initial inspection of the residential property proposed to be used as a vacation rental for compliance with this article is required prior to issuance of an initial vacation rental certificate of compliance. If violations are found, all violations must be corrected, and the vacation rental must be re-inspected prior to issuance of the initial vacation rental certificate of compliance.

(b) Once issued, a vacation rental must be properly maintained in accordance with this article, and will be re-inspected annually. For an inspection, all violations must be corrected and re-inspected within thirty (30) calendar days. Failure to correct such inspection deficiencies in the timeframes provided herein shall result in the suspension of the vacation rental certificate of compliance until such time as the violations are corrected and re-inspected.

(c) The responsible party shall make the appointment for the inspections. If the inspector has an appointment with the responsible party to complete an inspection, and the responsible party fails to admit the inspector at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the city commission to cover the inspection expense incurred by the city.

(d) If the inspector(s) is denied admittance by the responsible party or if the inspector fails in at least three (3) attempts to complete an initial or subsequent inspection of the vacation rental, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the existing vacation rental certificate of compliance or the application for vacation rental.

    (1) For an initial inspection, the notice of failure of inspection results in the certificate of compliance not being issued; the vacation rental is not permitted to operate without a valid certificate of compliance.

    (2) For a subsequent inspection, the notice of failure of inspection is considered a violation and is subject to enforcement remedies as provided herein.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~164. Vacation rental permit is not transferable.

No permit issued under this article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~165. Expiration of vacation rental permit.

All permits issued under the provisions of this article shall be valid for no more than one (1) year, and all permits shall expire on September 30 of each year, regardless of when issued. The annual fee shall be the same regardless of when the application is submitted. Renewal and applicable late renewal fees shall be established by resolution of the city commission.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~166. Suspension and revocation.

(a) Any permit issued pursuant to this article may be denied, revoked, or suspended by the city manager upon the adjudication of a violation of this article, any City of Tamarac Ordinance, or state law, including criminal activity, by the owner, vacation occupant, or responsible party. Such denial, revocation or suspension is in addition to any penalty provided herein.

(b) Offenses/violations.

(1) Non-compliance with any provisions of this article shall constitute a violation of this article.

(2) Separate violations. Each day a violation exists shall constitute a separate and distinct violation, except that occupancy violations shall be governed by subsection 12-~~38~~166(d).

(c) Remedies/enforcement.

(1) Violations of this article shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is the city's objective that the vacation rental owners and responsible parties are responsive and responsible in the management of the vacation rental for compliance with this article. Code enforcement activities will be in accordance with F.S. ch. 162, and chapter 1, section 1-13 and division 2 of chapter 2 of the Code of Ordinances of the City of Tamarac, Florida.

(2) Warnings. Warnings shall be issued for first-time violations and have a correction/compliance period associated with it. Such warnings may include notice to other agencies for follow-up by such agencies, if applicable, such as the Florida Department of Business and Professional Regulation, the Florida Department of Revenue, the Broward County Tax Collector and the Broward County Property Appraiser. Non-compliance with a correction compliance period shall result in the issuance of a citation.

(3) Fines per violation may be set by resolution of the city commission for the first, second, third and further repeat violations. The city may utilize F.S. ch. 162, to prosecute a code violation and in such case a code enforcement board or special magistrate shall hold hearings, assess fines and order other relief. Alternatively, the city may utilize Part 2 of F.S. ch. 162, and pursue violations by way of a civil citation system as provided in its Code of Ordinances. The city may also rely on an appropriate enforcing agency at the state or local level.

(4) Additional remedies. Nothing contained herein shall prevent the city from seeking all other available remedies which may include, but not be limited to, suspension or revocation of a vacation rental permit, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

(d) Suspension or revocation of vacation rental permit. In addition to any fines and any other remedies described herein or provided for by law, the code enforcement board or special magistrate may suspend or revoke a vacation rental permit for multiple violations of the maximum occupancy limits in this article in any continuous thirty-six (36) month period, in accordance with the following:

(1) *Suspension time frames.*

a. Upon a third violation of the maximum occupancy limits contained in this article the vacation rental permit shall be suspended for a period of thirty (30) calendar days.

b. Upon a fourth violation of the maximum occupancy limits contained in this article the vacation rental permit shall be suspended for a period of twelve (12) calendar months.

c. For each additional violation of the maximum occupancy this article the vacation rental permit shall be suspended for an additional period of twelve (12) calendar months.

(2) *Suspension restrictions.* A vacation rental may not provide transient occupancy during any period of suspension of a permit.

a. The suspension shall begin immediately following notice, commencing on the earlier of:

(i) The expiration of the current vacation rental agreement period; or

(ii) If multiple separate rental agreements are simultaneously applicable to a vacation rental, the expiration of all agreements for the vacation occupants utilizing the vacation rental on the date of delivery of a notice of violation to the owner or responsible party; or

(iii) Thirty (30) calendar days, or as otherwise determined by the city special magistrate.

b. Operation during any period of suspension shall be deemed a violation pursuant to this article and shall be subject to daily fine, up to the maximum amount as otherwise provided in Florida Statues for repeat violations, for each day that the vacation rental operates during a period of violation.

(3) *Revocation of vacation rental permit.* A residential property shall not be used as a vacation rental after revocation of a permit. A vacation rental permit may be revoked by the city's code enforcement board or special magistrate following a hearing in which multiple violations of this article have occurred, and the special magistrate or code enforcement board finds violations are intentional, and affect the health, safety, and welfare of surrounding properties and residents. A vacation rental permit may also be revoked if the special magistrate finds that the owner made material misrepresentations on the vacation rental permit application.

(e) During any period of suspension or revocation of a vacation rental permit, no advertisements for the vacation rental shall occur.

(f) The vacation rental owner shall not be entitled to any refund of the annual fee paid for the vacation rental permit for any portion of the unexpired term of a permit due to suspension or revocation of the permit.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~167. Complaints.

Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the community development department director or designee. The community development department director or designee shall promptly record such complaint, investigate, and take action thereon in accordance with this article and the Code of Ordinances of the City of Tamarac, Florida.

(Ord. No. O-2018-05, § 2, 5-9-18)

Sec. 12-~~38~~168. Enforcement.

The city manager or designee shall enforce the provisions of this article as provided in chapter 1, section 1-13 of the Code of Ordinance of the City of Tamarac, Florida.

(Ord. No. O-2018-05, § 2, 5-9-18)

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

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

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

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

PASSED, FIRST READING this day of , 2023.

PASSED, SECOND READING this day of , 2023.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

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

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

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

HANS OTTINOT,
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2023.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	Discussion and possible Motion(s) related to retroactive salary adjustments (cost of living adjustment and/or lump sum payments of 3% and merit/performance award of up to 2%) for City Manager Gunn**. *Requested by Mayor Michelle J. Gomez*
RECOMMENDATION:	Per the City Manager Kathleen Gunn's contract, section 3 provides for salary adjustments. As the same were not discussed prior to her final day, I hereby request discussion and possible motion(s), at the March 8, 2023 meeting. Attached please find the City Manager's contract and her Memo of Accomplishments for the year. (** As of submittal, Ms. Gunn is the current City Manager.)

ATTACHMENTS:

Gomez Commission Agenda Request Form 1.pdf
Gomez backup 1.pdf
Gomez backup 2.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Date: 02282023

Agenda Item Title:
Discussion and possible Motion(s) related to retroactive salary adjustments (cost of living adjustment and/or lump sum payments of 3% and merit/performance award of up to 2%) for City Manager Gunn**.

Item Description:
Per the City Manager Kathleen Gunn's contract, section 3 provides for salary adjustments. As the same were not discussed prior to her final day, I hereby request discussion and possible motion(s), at the March 8, 2023 meeting. Attached please find the City Manager's contract and her Memo of Accomplishments for the year.

(** As of submittal, Ms. Gunn is the current City Manager.)

Proclamation Request:

Key to the City Request:

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

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

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

City Manager Accomplishments 8/31/2021-2/24/23

When the City Commission met during the 2022 Strategic Planning process – priority areas were identified which me and my team worked to complete. Below please find an update on those items and other accomplishments achieved during my tenure as City Manager:

Quality of Life



The 2021 Resident Survey showed that 73% of residents are very satisfied with the quality of life in the City.

Parks:

Sabal Palm Park

- **Received $1 Million** LWCF Grant award for park development.
- Virtual Community Meeting held Feb. 21, 2023.

Shaker Village

- Funding of $900,000 appropriated in 2023 budget - City Attorney Office has been lead in working with HOA to acquire property.

Caporella Park

- Expansion underway

Water's Edge

- Construction completed

Veteran's and Sunset Point

- Construction Underway

Quality-of-Life Taskforce

An internal employee task force was created to focus on and address matters that impacted the City's quality of life (including, but not limited to, traffic, speeding enforcement, community appearance, homelessness, and nuisance issues).

Ordinances:

- Parking –1st reading 5/25/22
- Noise – 1st reading 5/11/22; workshop 8/22/22
- Special Event – Workshop 8/22/22; Planning & Zoning Board 9/7/22
- Amended the City's Sprinkler Ordinance to extend the duration of the water use restriction schedule to be during the hours of 7:00 a.m. to 6:00 p.m. The purpose of this amendment was to ensure the safety of our residents and children that use the sidewalks during school hours.

- Amended Code of Ordinances to include **an emergency management provision** to provide powers to the City Manager and set measures in place for protecting life and property in the City of Tamarac.

Housing and Social Services

First Time Home Buyers Program

- Received **$350,000** federal appropriation through House Representative Cherfilus-McCormick.
- 1 applicant has purchased a home; 2 awaiting closing; 2 in process; 2 withdrew.

Neighborhood Stabilization Program (NSP3)

- The last of the 12 properties was sold at $365,000.

Residential Assistance: Mortgage, Rent. HOA fees & Utility Assistance

- 48 households were assisted with mortgage, rent, utility and HOA dues.

Food Pantry

- 113 families and 213 individuals served.

CDBG Public Service

- 25 seniors were provided nutritious meals through our partnership with Meals on Wheels South Florida.
- 51 children were provided tablets with internet connection through our partnership with T-Mobile.
- 60 children were provided intervention services through our partnership with Voices of Children of Broward, an organization that provides an array of services to assist children that have been abused, neglected, and abandoned.

Class 6 in the Flood Insurance Program

- The City received our preliminary re-certification on the ISO/Community Rating System (CRS) maintaining the Class 6 in the Flood Insurance Program, allowing the residents to continue to receive a 20% discount on their Flood Insurance Policy premium. Preliminary results subject to acceptance by DHS/FEMA. The results of this verification will become effective April 1, 2023.

Disaster Preparedness Education and Supplies Distribution Event

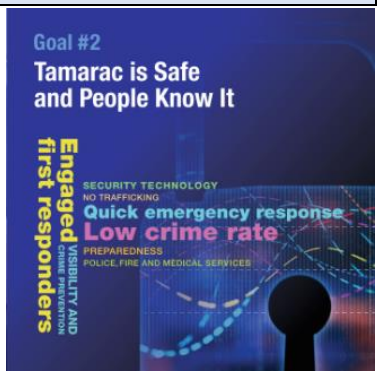
- In June 2022, the City hosted a Disaster Preparedness Education and Supplies Distribution event, which was a huge success. Two hundred fifty-eight (270) households received safety education materials and disaster/hurricane preparedness supplies at the Tamarac Sports Complex.
- Additionally, more than 70 disaster preparedness supplies were provided to the Commission for distribution to residents.





BSO Efforts

The Tamarac community is overwhelmingly satisfied with police according to both the 2021 Resident Survey and the 2022 Police Survey. 77% of Tamarac's residents reported that they trust and feel confident in services provided by BSO Tamarac.



Traffic Safety

- The Anti-Aggressive Driving Initiative began in January 2022, and a total of 12,360 citations were written to crackdown on speeding and to enhance roadway safety.
- I facilitated Capt. Cirminiello becoming part of the TAC board of the MPO to advise countywide on traffic safety issues.
- Orchestrated the first-ever large event traffic management training with FDOT on Commercial Blvd.

Tactical/Real Approach Operation Plans to Address Patterns of Crime

- Average response time was 5 minutes and 10 seconds.
- Tactical analysis and responsive operation plans for burglary conveyances and theft of motor vehicle parts are ongoing.
- Increased agency-wide training in Tamarac resulting in higher visibility of BSO

Community Engagement

To respond to community concerns about visibility and communication, the following efforts were undertaken:

- Exponential increase in social media engagement- posting on average 2-4 times/month on the City's platforms.
- Increased in-person meetings in districts and HOAs.
- Welcome Home Campaign to engage with residents and provide education on crime prevention.
- Domestic Violence Initiative
- Interfaith Outreach initiatives



These programs have been extremely well received by the 14 communities that have been visited in each of the districts throughout the city and has generated additional requests from communities not yet visited.

Interfaith Meet and Greet

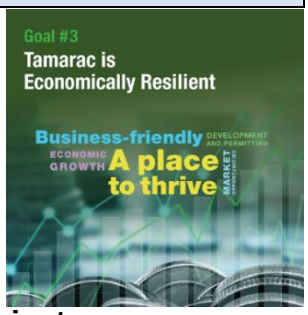
Includes faith leaders from the community, staff from Tamarac's District Office, and the Broward Sheriff's Office, Chaplain Services Division. Discussion topics include increasing communication within the community, increasing communication for religious centers, youth programs, security measures, and partnering for special events.

Zen Den

Created Zen Den, a pilot project in BSO, to take care of those who serve. Opened in May 2022, this space provides our deputies with opportunities for much needed mental rest from the demands of the job. Additionally, the Zen Den is an initiative that shows our first responders we care about their mental health, and the stress they endure to protect and serve our community.



Economic Development and Redevelopment



The 2021 Business Survey revealed a high business satisfaction in the City of Tamarac, including a report that 78% of businesses felt Tamarac is a "business-friendly" community, and 77% of Tamarac's businesses would recommend the City to others as a good place to locate their businesses.

Launched Two Incentives for Plaza Owners and Catalyzing Projects

- Real Estate Development Accelerator Grant.
- Plaza Owner Façade and Exterior Improvements Grant: 11 applications submitted. 2 Commission approved grant agreements will result in more than $4 million investment in the appearance of the City.

McNab Plaza Proposed Improvements


Current Front Façade



Front Façade Rendering

Successfully Negotiated the Strategic Acquisition of Real Estate Properties

- Acquired 4949 & 4959 North State Road 7, within the State Road 7 Redevelopment Area, to advance efforts of Commercial Corridor Revitalization, in accordance with the City's Economic Development Strategic Plan.
- Commission approved of purchase to property adjacent to City's Water Treatment Plant.
- Purchase and sale agreement approved by City Commission to build two new projects: a rooftop restaurant & retail shop on city property located at 7200 N. University Drive.

Major Redevelopment Project Coming Soon

Eden West Apartments

- Class A, 4-story, 212-unit community nearly complete – expected in Spring 2023.





Bailey Square/Legacy Apartments

- 3-Story, 120 Unit apartment community





Major Redevelopment Projects Completed:

Colony West:

- The new golf clubhouse, restaurant, and event center opened for business in May 2021. Colony West generated $515,758 in net revenue to the City for FY 2022.



Colony West Clubhouse entrance





Tamarac Village:

- Completed Phase I and Phase II. The project features 406 luxury apartments, 12 acres of grounds with a large 2-story clubhouse, pool, access-controlled parking, and open space.







Workforce Development Efforts:

- Continued workforce development partnership with Broward College/Broward UP to advance career opportunities and skills training for Tamarac residents with the goal of increased community prosperity. 131 Tamarac residents received free training/professional certifications in 2021.

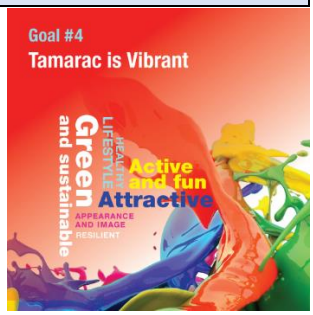
Corporate Attraction / Expansions / Investment

- Amazon's New SSD = 600 jobs
- Sonny's The Car Wash Factory HQs growth + 200k sqft New Manuf. = 700 jobs
- HCA Woodmont Hospital = $25 million renovation (2022)

Other Economic Development activities:

- Participated in the International Council of Shopping Centers - Orlando Retail Industry Trade Show to promote Tamarac Retail Investment in August 2022.
- Hosted the Business Expo Event at Tamarac Community Center as part of Small Business Week in May 2022 in partnership with the Tamarac/North Lauderdale Chamber of Commerce.

Community Appearance and Image



The 2021 Resident Survey revealed that 72% of respondents are very satisfied/satisfied with the overall appearance of the City and the appearance of City streets, medians, buildings, and facilities.

Beautification Efforts

Provided grant programs through Community Development for businesses to invest in appearance - landscaping – paint, etc.

Landscaping:

- $1 M budgeted for Median Landscaping and Road Paving for FY 2023.
- $415,000 budgeted for University Drive Landscaping for FY 2023; University Drive Landscaping project approved at February 2023 commission meeting. Funding for roadway improvements of existing and stepped-up ongoing maintenance.

Nuisance Abatement Program
7 property violations abated by City vendor.

Comprehensive Neighborhood Signage Program: 25 signs installed (16 Buffer Wall signs + 9 Monument signs).



Curb Appeal Program: Provided beautification grant programs through Community Development for residents to improve the façade and exterior of their homes. 42 residential locations assisted.

Asphalt Driveway Resurface & exterior Home Painting





Paint Program: 2 residential locations assisted.

Neighborhood Partnership Program: Collaborated with 7 HOAs to beautify common areas throughout the City through grants of up to $4,999.

Minor Home Rehabilitation Program: 69 applications processed to-date in various states of completion, under construction, or in review.

Public Art Program: 12 installations were installed Inspiration Way.



Homeless Task Force

- Implemented a homeless task force to address homelessness in Tamarac. Tamarac Homeless Advisory Board focuses on facilitating, strengthening, and coordinating existing efforts made by the Homeless Continuum of Care and other agencies providing support services.

Communication and Engagement



The 2021 Tamarac Resident Survey indicates that 63% of those surveyed were either satisfied or very satisfied with the City's use of social media.

- Refreshed Social Media appearance resulted in 32.5 % increase in user engagement on Facebook, Twitter, Instagram, and Nextdoor, collectively:

Platform	January 2022	January 2023
	7,009	7,802
	4,198	4,382
	2,137	3,085
nextdoor	12,665	14,776

Transportation and Parks

Transportation and Transit

Our Resident Survey indicated that since 2018, satisfaction with walking/biking trails increased to 67% (+5.3%) and the Tamarac transit bus system to 52% (+2.7%); 41% of respondents were neutral, i.e., neither satisfied nor dissatisfied.

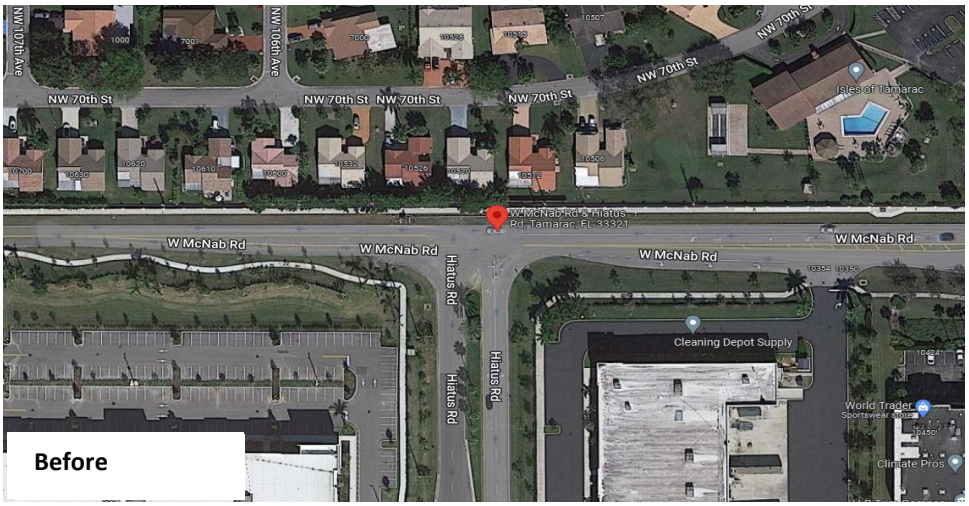


- Partnered with the MPO on two federal grant applications (SMART & Thriving Communities Grant).
- Completed ADA Transit Access and Sidewalk Gap Analysis.
- Executed agreement with Broward County to create a Multi-Modal Transportation Connectivity Planning Study with $120,000 in Surtax funds.
- Published bid for Mainlands 1-5 resurfacing project funded with $2,817,339 in Surtax Funds.
- Implemented Shuttle east of 441 operated by the City on August 1, 2022, but disbanded due to lack of ridership.
- Completed physical inspection of the streets to prioritize areas for resurfacing.
- Completed NW 70th Avenue Traffic Calming Surtax project - $528,902

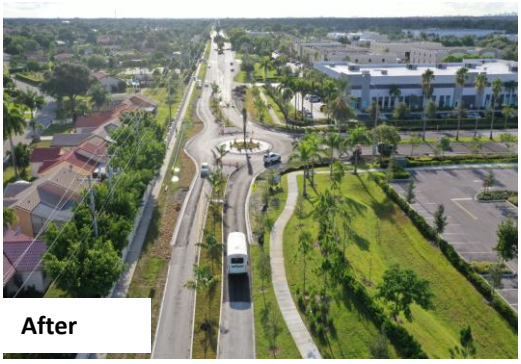




- Completed traffic calming - Hiatus/McNab Road Roundabout.







- Completed physical inspection of the streets to prioritize areas for resurfacing. Staff is reviewing and commenting on the draft report provided by the consultant.

City Parks

Our 2021 Resident Survey indicates that 88% of respondents are very satisfied/satisfied with the appearance of City Parks (+10.8% increase since 2018).

- GBJ Dog Park Improvements Secured **$50,000** from the Florida Recreation Development Assistance Program (FRDAP).
- Completed the Story Trail at Water's Edge Park.
- Resurfaced Tennis and Basketball Courts at the Sports Complex
- Replaced the basketball goals at the Sports Complex.
- Tamarac Village Park and amphitheater expected completion Summer 2023.

SMART Investments



Cybersecurity Enhancements

- Installed new firewall deployments to remote data centers, cloud environments, and for our Water Treatment SCADA network.
- Installed new remote connectivity software, which is more secure and easy for employees to connect to work remotely.
- New vendor remote access software to better monitor and control third party access.
- Completed Citywide Security Systems Upgrade (Phase 1) which includes:

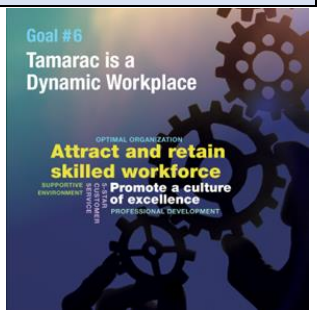
    - New Access Control System
    - New Video Surveillance System
    - Security equipment upgrades in the following locations:
        - City Hall
        - BSO Tamarac District HQ
        - Fire Station 41
        - IT / Public Services Building
        - Parks and Recreation Admin Building
        - Building / Public Services Building
        - Fire Station 15
        - Water Treatment Plant
        - Tamarac Sports Complex
        - Grants Plaza
        - Tamarac Park (Recreation Center & Multi-Purpose Center
        - Aquatic Center

Fiber Network Expansion

- Fiber Network Expansion (Phase 2) was completed in July 2022, with new, underground fiber network connections to the following locations:
    - City Hall
    - Water Treatment Plant
    - Stormwater Pump Stations
    - Mainlands Park
    - Caporella Park

- Secondary, redundant fiber Internet connection were installed in July 2022.

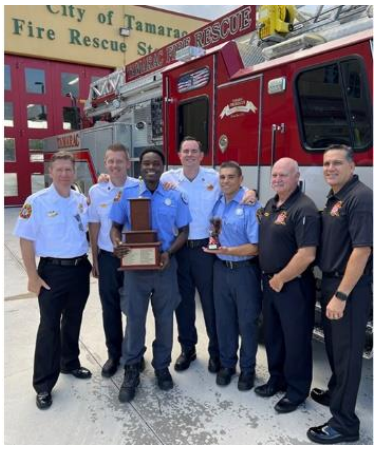
Awards and Accomplishments



Awards:

- Received the ICMA Certificate of Excellence in Performance Management for eight-years in a row. This recognition is a testament to efforts to incorporate performance management into public reporting, training, and planning.
- Awarded the Certificate of Achievement for Excellence in Financial Reporting.
- Received the GFOA Distinguished Budget Presentation Award.
- Placed top 3 nationwide for the Digital Cities award, which is a national recognition, and was awarded in October 2021 and October 2022
- Earned the NIGP's 2022 Integrity Award for the City's work in building a verification process on the legitimacy of suppliers during the hectic first weeks of the pandemic – thereby assuring that the integrity of the procurement process was protected.
- Won the International Public Management Association for Human Resources Small Agency Award for Excellence.
- Won the Cigna Culture of Well-Being Award.
- Tamarac Fire Rescue Advanced Life Support Competition Team took 1st place in the Bill Shearer ClinCon Competition against the very best teams from all over Florida, the United States, and abroad, showcasing their life saving skills.





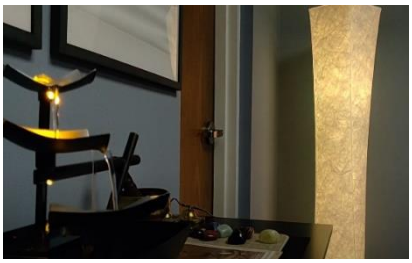
Accomplishments:

Union Negotiations:

Settled two bargaining unit agreements - National Federation of Public and Private Employees and the IAFF (International Association of Fire Fighters).

Serenity Suite at City Hall:

Created new Serenity Suite at City Hall - a place for City employees to get some quiet time and recharge. This space provides a venue for employees to take respite and manage stress so that the employees may provide excellent customer service to Tamarac residents, business owners, and visitors.









Audit:

Unmodified (CLEAN) Audit of FY 2021 financial statements- In compliance with the laws of the State of Florida, the City of Tamarac's financial statements were audited by RSM US, LLPFrom September 1, 2021, to September 1, 2022

Fitch reports Financial Outlook remains very strong – 2/23/22

The Rating Outlook revision to Positive reflects continued strengthening in Tamarac's economic base, including a notable increase in the city's assessed values and improved overall revenue growth trends. Expectations for continued revenue growth coupled with proactive management of inflationary and workforce related spending pressures could support an upgrade to the IDR and capital improvement bond ratings.

The affirmation of Tamarac's 'AA' IDR reflects the city's very strong financial resilience and superior inherent budget flexibility supported by its solid revenue and expenditure controls. Carrying costs for debt service and employee retiree benefits are moderate as a percentage of total governmental spending and the long-term liability burden associated with governmental debt and net pension liabilities is low relative to personal income.

The 'AA-' rating on the capital improvement revenue bonds is one notch below the IDR, comparable with appropriation-backed obligations given the absence of a pledge of specific revenue and inability to compel the city to generate NAV revenues sufficient to pay bondholders.

***Responsiveness**:*

Staff resolved 1,854 out of the 1,896 CRTs submitted through our Citizen Tracking System.

Public Records Requests:

The City received and completed over 1,267 public records requests from September 1, 2021 to September 1, 2022.

Redistricting:

The Commission adopted the recommendation to leave the districts as-is with a plan to redistrict following the completion of future residential projects.

Additional Grant Awards:

- **Secured $414,000** for Vulnerability Assessment.
- **Secured $300,000** through appropriation State Funding for Tamarac C-14 Canal Erosion Mitigation.
- **Secured $400,000** in state appropriations through the Local Government Support Grant Program. The funds will help cover the cost of Phase 7 of the Citywide Stormwater Culvert Headwalls Improvement Project with a total estimated cost of $800,000.



STORMWATER CULVERT HEADWALL (PHASE 6)

South Gate Boulevard, West (South Side), West of Santa Monica Terrace
Completed in May 2022

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - 136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TAMARAC AND KATHLEEN GUNN, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac ("City") seeks to retain Kathleen Gunn as its City Manager, subject to the terms and conditions set forth in the Employment Agreement, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the City Commission finds that approving and authorizing the execution of the attached Employment Agreement is in the best interest of the citizens and residents of the City of Tamarac.

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

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

SECTION 2: The City Commission of the City of Tamarac, Florida, hereby approves and authorizes the execution of the Employment Agreement between the City of Tamarac and Kathleen Gunn, attached hereto as Exhibit "A" and incorporated herein.

SECTION 3: All appropriate City officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this Resolution.

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

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

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

PASSED, ADOPTED AND APPROVED this 8th day of December, 2021.

Michelle J. Gomez
MAYOR

ATTEST:

Jennifer Johnson, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	Yes
DIST 1: COMM. BOLTON	No
DIST 2: COMM. GELIN	No
DIST 3: V/M VILLALOBOS	Yes
DIST 4: COMM. PLACKO	Yes

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

John R. Herin, Jr.
CITY ATTORNEY

EMPLOYMENT AGREEMENT

BETWEEN

KATHLEEN GUNN

AND

THE CITY OF TAMARAC

THIS EMPLOYMENT AGREEMENT made and entered into on this ___ day of December 2021, by the CITY OF TAMARAC, a Florida municipal corporation, hereinafter referred to as the "City" and KATHLEEN GUNN, herein after referred to as "Employee".

WHEREAS, on August 31, 2021, the City Commission voted to employ the services of Kathleen Gunn as the Acting City Manager of the City of Tamarac, Florida, as provided for in Section 5.03 of the City Charter; and

WHEREAS, on October 27, 2021, the City Commission voted to appoint Employee as the City Manager of the City of Tamarac, Florida, as provided for in Section 5.02 of the City Charter; and

WHEREAS, it is the desire of the City Commission:

(1) To retain the services of Employee as City Manager and to provide inducement for her to remain in such employment; and

(2) To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future work security; and

(3) To provide a means for terminating Employee's services at such time that it is deemed expedient to do so by decision of either or both parties; and

(4) To establish standards of performance for Employee to act as a guide to ensure accountability; and

WHEREAS, Employee desires to accept employment as the City Manager of the Cityof Tamarac, Florida under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

1.1 The City hereby agrees to employ Employee as the City Manager of the City to perform the functions and duties specified in the City Charter and Code of Ordinances of the City, and to perform other such legally permissible and proper duties and functions, consistent with the office of the City Manager, as the City Commission shall from time to time assign. Employee shall not engage in any outside employment during the term of this Agreement without the specific approval of the City Commission.

1.2. Annually, the City Commission and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City. Goals and objectives shall be determined along with the annual strategic planning process and prioritized by the City Commission.

Section 2. Effective Date & Term.

2.1 The Effective Date of this Agreement is retroactive to August 31, 2021 when Employee was appointed by the City Commission to serve as the Acting City Manager. The term of this Agreement shall be from the Effective Date of the Agreement until March 3, 2023, or as of the date this Agreement is terminated by either party in accordance with the provisions set forth herein.

2.2 Nothing in this Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the City and the City Commission to terminate the services of the Employee at any

time, with or without cause or notice, subject only to the provisions set forth in Sections 4.1 and 4.2 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 4.3 of this Agreement.

2.4 Employee shall notify the Commission, at least one hundred twenty (120) days prior to the expiration of this Agreement of Employee's desire to continue to serve as City Manager. By means of a formal vote at least ninety (90) days prior to the expiration date of this Agreement, the City Commission may extend this Agreement for two (2) one (1) year periods on the same terms and conditions as set forth herein. If this Agreement is not extended or terminated as provided herein, it shall terminate on the date specified in Section 2.1 with no further action required by the City or Employee.

2.5. At least one hundred and twenty days (120) days prior to the expiration of any of the extension periods provided for herein, the Employee can also give notice of intent to renegotiate any of the employment terms herein. The parties may contract for renewal of Employee's position after the extension periods provided herein.

Section 3. Salary.

3.1 City agrees to pay Employee for services rendered during the term of this Agreement commencing upon the Effective Date of this Agreement in the amount of $225,000.00 per year, payable in equal installments in accordance with the City's existing pay periods, plus longevity increases as provided for other General Executive/Management employees.

3.2 The City Commission shall meet to review and evaluate the performance of the Employee annually in September, beginning one year after the Effective Date of this Agreement.

The performance review standards shall be prepared by the City's Human Resources Director with the input of the City Commission and Employee. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase retroactive to the first full pay period following Employee's anniversary date (August 31).

3.3 Employee shall also be eligible to receive any pay plan adjustments (cost of living adjustments) and lump sum payments that are made available to the City's Executive staff.

Section 4. Termination or Resignation.

4.1 Except as provided in Section 4.2, if Employee is terminated during such time that Employee is ready, willing and able to perform the duties of City Manager under this Agreement, the City agrees to pay Employee twenty (20) weeks of "Salary" as set forth in Section 3 ("Severance Pay"). Severance Pay shall not include those items enumerated in Section 5 "Benefits," Section 6 "Hours of Work," Section 7 "Professional Development," or Section 10 "Other Terms and Conditions." Such Severance Pay may not exceed an amount greater than as set out in and defined in Section 215.425(d), Florida Statutes. In consideration of receiving the Severance Pay, Employee shall execute a general release in favor of the City and in a form acceptable to the City Attorney. Employee will also receive payment for any annual or sick leave accrued prior to the effective date of the termination by the City Commission to be paid to Employee within forty-five (45) days of termination as provided herein. After the payments described in the immediately preceding sentence, the City shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned by participating in the City's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

4.2 In the event Employee is terminated either (i) for misconduct as defined in Section 443.036(29), Florida Statutes, as determined by a majority of the City Commission or (ii) "with cause" as determined by a majority of the City Commission (both subject to a public hearing if requested by Employee and held prior to Employee's termination as provided for in Section 5.02 of the City Charter), the City shall have no obligation to pay the Severance Pay enumerated in Section 4.1 above. For purposes of this Agreement, "with cause" is defined as and limited to any of the following:

(a) a violation of state or local ethics laws and codes, including, but not limited to: the Florida Code of Ethics for Public Officers and Employees, the City's Code of Ethics[1], the Public Records Law, Sunshine Law, or the Broward County Code of Ethics; or

(b) failure to follow City policy; or

(c) a breach of this Agreement; or

(d) violence or threatened violence, threats or threatening behavior to a City appointed or elected official, employee, customer, or resident; or

(e) theft of City money or property; or

(f) falsifying records; or

(g) gross insubordination[2]; or

(h) illegal harassment or retaliation; or

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[1] Part III of Chapter 112, *Fla. Stat.*, Article V – "Conflicts of Interest" and Article XI – "Code of Ethics" of the City of Tamarac Code of Ordinances.

[2] The deliberate refusal to obey a lawful instruction of the City Commission, expressly defying a lawful instruction of the City Commission, or challenging the authority of the City Commission.

(i) failing an alcohol or drug test; or

(j) commission of an unlawful act in the performance of official duties; or

(k) improper performance of any lawful act; or

(l) failure or omission to perform an act when there is an obligation to perform that act; or

(m) neglect of duty; or

(n) habitual drunkenness; or

(o) incompetence in performing official duties; or

(p) inability to perform official duties due to absence, disability, or other reason; or

(q) arrest for a felony or for a misdemeanor related to the performance of official duties, or indicted or informed against for the commission of a federal felony or misdemeanor or state felony or misdemeanor; or

(r) violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination; or

(s) the commission of any fraudulent act against the interest of the City; or

(t) the commission of any act which involves moral turpitude; or

In the event Employee is terminated pursuant to this Section 4.2, Employee will receive payment for any annual or sick leave accrued prior to the effective date of the termination by the City Commission to be paid to Employee within forty-five (45) days of termination as provided herein. After the payments described in the immediately preceding sentence, the City shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned from participating in

the City's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

4.3 In the event that Employee voluntarily resigns the position of City Manager during the term of this Agreement, Employee shall give the City at least sixty (60) days written notice prior to the effective date of such resignation. Within forty-five (45) days after the effective date of resignation, Employee will receive payment for any annual or sick leave accrued as provided herein. If Employee fails to give written notice as provided herein, Employee shall not be entitled to cash out any accrued sick leave time or annual leave time more than accrued as of August 31, 2021. After the payments described in the immediately preceding sentence, the City shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned from participating in the City's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

Section 5. Allowances and Benefits.

5.1 Employee currently receives a monthly automobile allowance in the amount of $600.00, which the City will continue to provide to Employee. Additionally, the City will continue to provide Employee with benefits as outlined in the schedule of benefits for the Executive staff (attached hereto as Exhibit "A") during the term of this Agreement consistent with the City's applicable policies and procedures in effect from time to time; except that City agrees to pay one hundred percent (100%) of the total premium cost of the Employee's health, dental and vision insurance provided to Executive staff of the City, for family coverage, or as requested by Employee. The City reserves the right to amend, modify, terminate, or otherwise change or adjust

any benefits as it sees fit, if it is done for all executives similarly situated as the Employee and in accordance with 9.2 below. If any additional communication and/or electronic equipment is mutually determined by the City and Employee to be required so that Employee can provide the City Manager services provided for herein, City shall pay such additional costs so long as such costs have been budgeted by the City. If Employee uses any private digital or electronic devices to conduct City business, in accordance with applicable law Employee is responsible for retaining and providing the City upon request all public records (as defined by applicable law) on any private digital or electronic devices. It shall be a breach of this Agreement if Employee fails to turn over all available public records to the City that are within the employee's possession pursuant to Florida State Law within fifteen (15) days of any request for said public records. The provisions of this paragraph shall survive the termination of this Agreement.

Section 6. Hours of Work.

6.1 Notwithstanding City policies and procedures to the contrary, it is recognized that the Employee must devote a great deal of time outside the normal office hours to business of the City, and, to that end, the Employee will be allowed to take reasonable compensatory time off as shall be deemed appropriate during normal office hours consistent with the City's Executive staff policies and procedures.

Section 7. Professional Development and Reasonable Expenses.

7.1 The City hereby agrees to budget for and pay the reasonable and necessary travel, registration costs, and subsistence expenses of Employee only for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City Management Association, the Florida League

of Cities, and such other national, regional, state and local governmental groups and committees thereof which the Employee serves as a member.

7.2 The City also agrees to budget and to pay for the reasonable and necessary travel and subsistence expense of the Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the City.

7.3 No less than thirty (30) days before any travel provided for herein, Employee shall notify the City Commission of Employee's absence from the City.

7.4 The City agrees to reimburse Employee for reasonable expenses incurred in the performance of her duties upon submission of receipts, invoices, or other documentation thereof, to a yearly amount not to exceed $4,500.00/year.

Section 8. Indemnification.

8.1 The City shall provide a legal defense, and indemnification, under the same terms and conditions as provided to the other employees of the City in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City. The City shall have the right to compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

8.2 The City shall bear the full cost of any fidelity or other bonds which may in the future be required of the Employee by law or ordinance.

8.3 Public Official's Liability Insurance - City shall provide Public Officials Liability Insurance coverage applicable for all acts or omissions of the City Manager acting within the scope of her employment, subject to and as provided for in the Annual Budget and as may be otherwise provided to City Commission members, Department Heads, and based solely upon the policies of insurance held by the City from time to time.

Section 9. Other Terms and Conditions of Employment.

9.1 The City Commission, in consultation with the Employee, shall establish such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of this Agreement, the City Charter, the City Code of Ordinances, or any other applicable law.

9.2 All other provisions of the City Charter, City Code of Ordinances, and rules and regulations of the City relating to benefits as outlined in the schedule of benefits for the Executive staff as they now exist or hereafter may be amended from time to time, shall also apply to the Employee as it would be to other general employees of the City not covered by a collective bargaining agreement, in addition to said benefits numerated specifically for the benefit of the Employee herein.

9.3 The Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Employee, except during an across-the-board reduction for all general employees of the City.

9.4 Employee shall continue to accrue and be entitled to annual leave, sick leave, and holidays in the same manner as Executive staff of the City; except that Employee shall be entitled to an additional two weeks of paid annual leave per year. Employee must use at least ten (10) days of annual leave per Agreement year or forfeit those ten (10) days of annual leave (no carry-over).

9.5 Employee shall be entitled to utilize accrued annual leave and sick leave without undue burden. Accrued annual leave or sick leave must be used to maintain Employee in pay status when Employee is on approved leave from work or when Employee is unable to attend work due to illness, or for other approved absences from work, and nothing in this Agreement shall

require the City to maintain Employee in pay status if Employee has exhausted annual leave and/or sick leave time.

9.6 Upon termination or resignation with appropriate notice, Employee shall be entitled to payout (a) of unused annual leave hours and (b) accumulated sick leave hours up to a maximum of 500 hours for each at the rate in effect at the time of termination or resignation.

Section 10. Notices.

10.1 Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

City:	Mayor City of Tamarac, Florida 7525 NW 88th Avenue Tamarac, FL 33321
With a copy to:	John R. Herin, Jr, Esq. City Attorney c/o Fox Rothschild, LLP 2 S Biscayne Blvd #2750 Miami, FL 33131
Employee:	Kathleen Gunn Confidential and Exempt

10.2 Alternatively, notices required pursuant to this Agreement may be personally given by hand delivery or a commercially recognized overnight carrier. Notice shall be deemed given as of the date of personal service, overnight delivery, or as of the date of deposit of such written notice with the United States Postal Service addressed to the parties as stated above and to the Employee at the address on file with the City.

Section 11. General Provisions.

11.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the

matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11.2 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

11.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

11.4 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

11.5 The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the City Manager.

11.6 Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Broward County, Florida.

11.7 Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

11.8 The parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the parties of equal bargaining power and any ambiguities herein should not be construed against either party but should be given a fair and reasonable interpretation.

11.9 The headings or captions of Paragraphs in this Agreement are for reference only, do not define or limit the provisions of such Paragraphs and shall not affect the interpretation of

such provisions.

11.10 This Agreement may be executed by facsimile signature or by other electronic means, such as electronic signature in one or more counterparts by the parties which, taken together, shall constitute one binding agreement.

11.11 Employee acknowledges that the legal counsel that prepared this Agreement is representing the City rather than Employee and that Employee has been advised to seek the advice of independent counsel. Employee acknowledges that she has had the opportunity to seek the advice of independent counsel. Employee has obtained all information necessary to make an informed decision regarding this Agreement and that any claims regarding any possible conflict of interest regarding this Agreement or its preparation are freely and voluntarily waived.

11.12 While Employee is employed by the City and thereafter, Employee shall cooperate with the City in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the City (including, without limitation, Employee being available to the City upon reasonable notice for interviews and factual investigations, appearing at the City's request to give testimony without requiring service of subpoena or other legal process, volunteering to the City all pertinent information and turning over to the City all relevant public records, whether owned by the City or otherwise, which are or may come into Employee's possession, all at times and on schedules that are reasonably consistent with Employee's other permitted activities and commitments).

Section 12. Waiver of Jury Trial

BOTH THE CITY AND EMPLOYEE KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the City of Tamarac, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk, and approved as to form by the City Attorney, and the Employee has signed and executed this Agreement, on the day and year first above written.

CITY OF TAMARAC, FLORIDA

Michelle J. Gomez, Mayor

EMPLOYEE

Kathleen Gunn, City Manager

ATTEST:

Jennifer Johnson, City Clerk

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

APPROVED AS TO FORM AND SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY ONLY:

John R. Herin, Jr., City Attorney

TAMARAC

The City For Your Life

New Employee Benefit Summary

The benefits described in this summary are subject to change.

Executive

Name: _____

Position: _____

Vacation Leave

Vacation time is based on the employee's work week, and is accrued monthly in the following manner:

Service	Vacation Leave	
0 to the end of 4 years	9.917 hours per month	= 119 hours per year
5 to the end of 9 years	11.667 hours per month	= 140 hours per year
10 years +	13.417 hours per month	= 161 hours per year

Vacation leave can be used after successful completion of the probationary period. Employees are required to use 35 hours of vacation in the fiscal year during which it is earned (after the first full year of employment) or it will be forfeited at the end of the fiscal year. The City Manager may extend this carryover to the end of the next fiscal year at his discretion.

Sick Leave

Sick Leave accrues at the rate of 7 hours for each completed month of service and can accrue from year to year.

Personal Leave

Full-time regular employees are granted 21 hours of personal leave at the start of each fiscal year on October 1st. Every year on October 1st, any personal leave not used from the previous fiscal year is forfeited. Personal leave has no cash value.

On the initial fiscal year of employment, personal leave will be awarded as follows regardless of probationary status:

Date of Hire	Personal Leave Awarded
October 1	21 hours
October 2 - February 1	14 hours
February 2- June 1	7 hours

Bereavement Leave

Effective upon date of hire, all eligible employees will be granted 3 working days off with pay upon the death of an immediate family member within the State of Florida. If the employee needs to travel outside of Florida to attend a funeral of an immediate family member, five working days with pay will be granted. Hours granted are based on assigned work schedule. This leave is subject to the Department Director's approval.

Holidays

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Note: The preceding Friday will be celebrated for those holidays occurring on Saturday, while holidays falling on Sunday will be observed on the following Monday.

Pension

A mandatory defined benefit pension plan is provided for full-time regular executive employees effective on the first day of employment. Employee contributions are at a rate of ten (10) percent of compensation, while the City contribution is determined by consulting actuaries. Members shall vest at the rate of twenty (20) percent for each completed year of service. Participants are 100% vested with five (5) years of credited service. An option of return of the member's contributions, plus interest, is available if an employee leaves the City prior to vesting at five years or leaving prior to eligibility for normal or early retirement.

Health Insurance

The City offers two (2) group health insurance programs through CIGNA. The effective date for health insurance is the first day of the month following date of hire. A summary of health insurance options available and their respective cost is attached.

Employees who opt out of the City's Health Insurance program may elect to participate in the Insurance Waiver Program. Under this program, the City reimburses the employee for a portion of the premium if the employee chooses to obtain his or her own health insurance.

Dental Insurance

A stand-alone dental program is offered through CIGNA. The effective date for dental insurance is the first day of the month following date of hire. A summary of the dental insurance options available and the respective costs is attached.

Long Term Disability

Long term disability coverage becomes effective the first of the month following date of hire. All executive employees who participate in either the Elected and Appointed Officers and Non-Represented Employees Retirement Plan or the 401(a) Money Purchase Retirement Plan and work at least 30 hours per week are covered by this plan. A summary of the long-term disability benefit is available in the Human Resources Department.

Life Insurance

Full-time executive employees receive $50,000 in life insurance with the premiums paid by the City. The effective date for life insurance coverage is the first day of the month following date of hire.

Credit Union

City employees are eligible for membership in the We Florida Financial Credit Union which offers a variety of financial services.

457 Deferred Compensation Plan

The City offers a pre-tax deferred compensation plan. Each year employees can contribute the lesser of up to 100% of gross income (after subtracting any mandatory employee contributions to 401 qualified plans made with pre-tax dollars) or the standard contribution limit ($19,500 for 2020). The "Age 50" catch-up provision allows employees to contribute an additional annual amount when reaching age 50 or older (additional $6,500, for a total limit of $25,000 for 2020). This program is available the first day of employment with the City.

Flexible Spending Accounts

The City offers two flexible spending accounts:

The Medical Reimbursement Account is a pre-tax reimbursement program for qualifying medical care expenses. Employees may elect to participate in this plan by designating up to $2,750 per calendar year on a pre-tax basis for qualifying medical expenses.

The Dependent Care Reimbursement Account is a pre-tax reimbursement program for qualifying dependent care expenses. Participants are eligible to set aside up to $5,000 per calendar year on a pre-tax basis for qualifying expenses.

Employees are eligible to participate after completion of probation and attainment of regular status.

Voluntary Benefits Program

Employees are eligible to purchase supplemental benefit products that complement the core benefits provided by the City. These products include short term disability, accidental, cancer, intensive care, hospitalization, specified health and supplemental life insurance. The effective date for eligibility to purchase these products is the first day of the month following date of hire.

Benefit Options

Full-time, regular employees are entitled to $1,850 in benefit options per calendar year after successful completion of probation. Employees who complete probation during the year shall be entitled to a pro-rated benefit commencing with completion of probation and attainment of regular status. Benefit option dollars will offset premium costs under the following hierarchy:

Health Insurance Contributions
Dental Insurance Contributions
Flexible Spending Accounts
Pre-tax Supplemental Insurance
457(b) Deferred Compensation
After-tax Supplemental Insurance

Employee Assistance Program

The City provides a confidential Employee Assistance Program (EAP) to help employees and their dependents. This pre-paid benefit offers confidential, professional counseling and referral services to assist with personal or family issues. Limited legal services are also included. This program is effective the first day of the month following date of hire.

Education Assistance Program

All "full-time/regular" executive employees who have completed at least one (1) year of continuous service are eligible for participation in the City's Education Assistance Program. Upon pre-approval of the Department Director and the Human Resources Department, an employee will receive tuition reimbursement for successfully completing an eligible training or educational course(s). An eligible course is one that either directly relates to the employee's current position, a similar City position, or to a higher level position within the City to which the employee could reasonably aspire through promotion (courses that are a requirement of a degree program may also be eligible for reimbursement). To receive tuition reimbursement the employee must attain a grade of "C" or better for undergraduate courses, or a grade of "B" or better for graduate courses, or a grade of "pass" in a pass/fail course, or a certificate of course completion in a certificate program. Effective August 1, 2009, employees will be reimbursed the in-state tuition and fee per credit hour cost at Florida Atlantic University. The maximum amount of tuition reimbursement per fiscal year is as follows:

- For training programs and/or professional certifications, the City will reimburse up to a maximum of $1,000 per eligible employee, per fiscal year; or
- For undergraduate courses, the City will reimburse up to a maximum $1,900 per eligible employee, per fiscal year; or
- For graduate courses, the City will reimburse up to a maximum of $3,400 per eligible employee, per fiscal year.

Miscellaneous Benefits

- **Fitness/Wellness** - City of Tamarac employees may use the Caporella Aquatics Center fitness and pool facilities at no charge. Additionally, City employees who complete an annual biometric screening and health risk assessment may choose from a selection of wellness options each year. These options include free fitness center membership for their spouse and teen children, or a free 20-visit Aquatic Center Splash card for a guest. Employees completing the above-mentioned criteria may also participate in aerobic classes at a significant discount. These aerobics classes are held at the Community Center 6 days a week.

- **Summer Camp** - City of Tamarac employees will receive a significant discount when enrolling their children in the City's Summer Camp Program.

- **Commuter Benefits** – City of Tamarac employees can save money on their commuting costs by purchasing Broward County Transit (BCT) 31-day bus passes using "pre-tax" income. The card must be used for employee's regular commutes from home, to work, and return. Additionally, the card may be used at other times on all BCT routes.

- **Computer Purchase Program** – The City will finance the purchase of eligible computer equipment and software, up to $2,000, for full time employees who have completed at least one year of continuous service. Subject to funding availability, loans will be interest free for a term not to exceed 24 months. Payments on the loans will be made through payroll deduction.

For more information contact the Human Resources Department at 954-597-3600.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

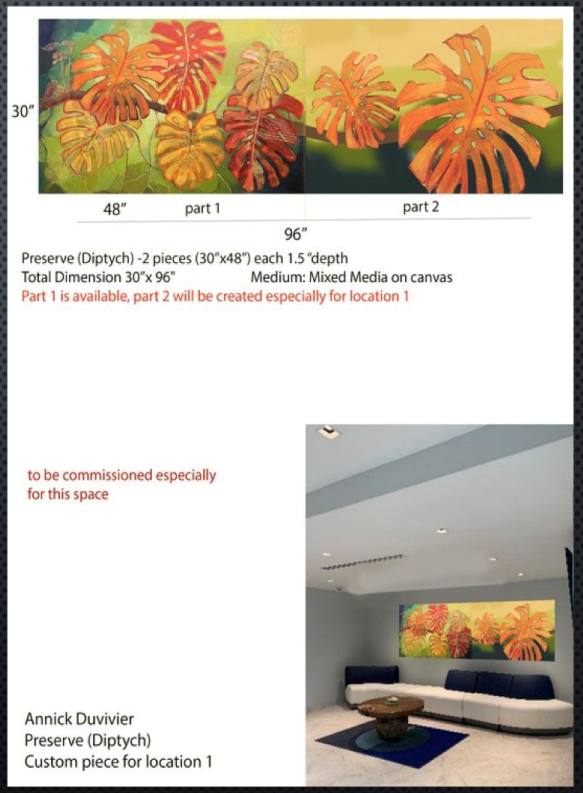
DATE:	March 8, 2023
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Other
AGENDA SECTION:	**OTHER**
TITLE:	Colony West Art Selection - Presentation • Presented by George Gadson - Public Art Administrator

ATTACHMENTS:
West_2_Paintings_purchasePPT_FINAL_2.pptx

Gadson & Ravitz
Public Art + Design Consulting

Colony West Clubhouse 2 paintings purchase

Preserve (Location 1 Option B)
mixed Media on canvas
30" x 96" x 1.5"
Artwork for Sale: Yes
$3,000.00
0000
Painting
Art in Public Places: Yes
Location: Miami international Airport
Public Art Program: https://shoutoutmiami.com/meet-annick-duvivier-artist/
Please watch the video for an explanation. https://youtu.be/ww_8D8e62ik please be aware that the artwork is not correctly scaled. Part 1 is available/ part 2 to be created especially for location 1/ 2 weeks time frame to complete



Location; upstairs right of elevator

Katherine Larson
Coral Reef
oil & spray on canvas

Artwork for Sale: Yes






EXIT

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	March 8, 2023
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**OTHER**
TITLE:	2023 Inspiration Way Art Exhibit Selections - Presentation • Presented by George Gadson - Public Art Administrator

ATTACHMENTS:
Inspiration Way 20223 PPT sculpture Iplacement final.pptx

Gadson & Ravitz
Public Art + Design Consulting

Inspiration Way 2023

February 22 Commission meeting

1.

Beginning of Inspiration Way:
Corner of Nob Hill and McNab

Luis Fernandez

Majestic Palm

9 ft x 5 ft x 5 ft

Aluminum

$60,000



2.

Hanna Jurban
Comet
9’ x 32” x 6
Painted Steel
$12,800



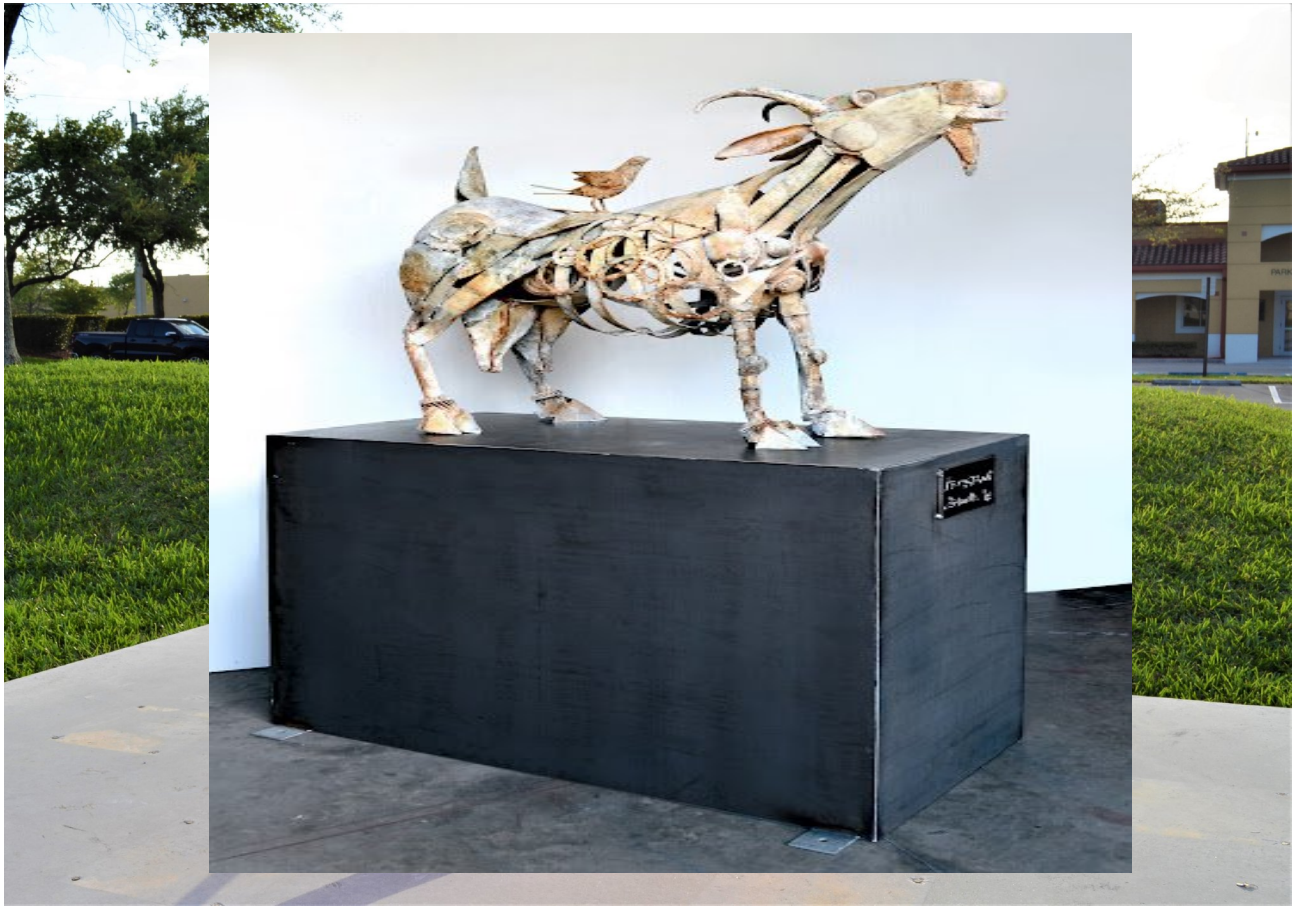
3 .Public Works

Kirk Seese
Plumera Sculptura
Steel
10' x 22" x 22
The Feather
$7,500



4. **Park** & Rec

Don Gialanella
Picasso's Goat
Steel
6.5 ft h x4 ft w x 2 ft
$28,000



Open Field S. of Park & REC



Hanna Jubran



George Retkes

7.



Matt Hoffman

5

Hanna Jubran
Space Time
Stainless Steel, Bronze,
Aluminum, Paint
$21,000.00



6

George Retkes
Oblivera
6 ft x 5x 3ft
Steel
$72,400



7

Matt Hoffman

9 ft h x 6 ft w x3 ft

Plywood, Stainless Steel

Hardware

$20,000.00



8. State Street by the Church

Flaminio Antonio
Enigma of Life
3 ft. x 2ft.
$7,000



State Street by the Church

This artwork is made with kitchen utensils, forks spoons, and their handles
$6500

9.

Corner of Commercial Blvd and Nob Hill

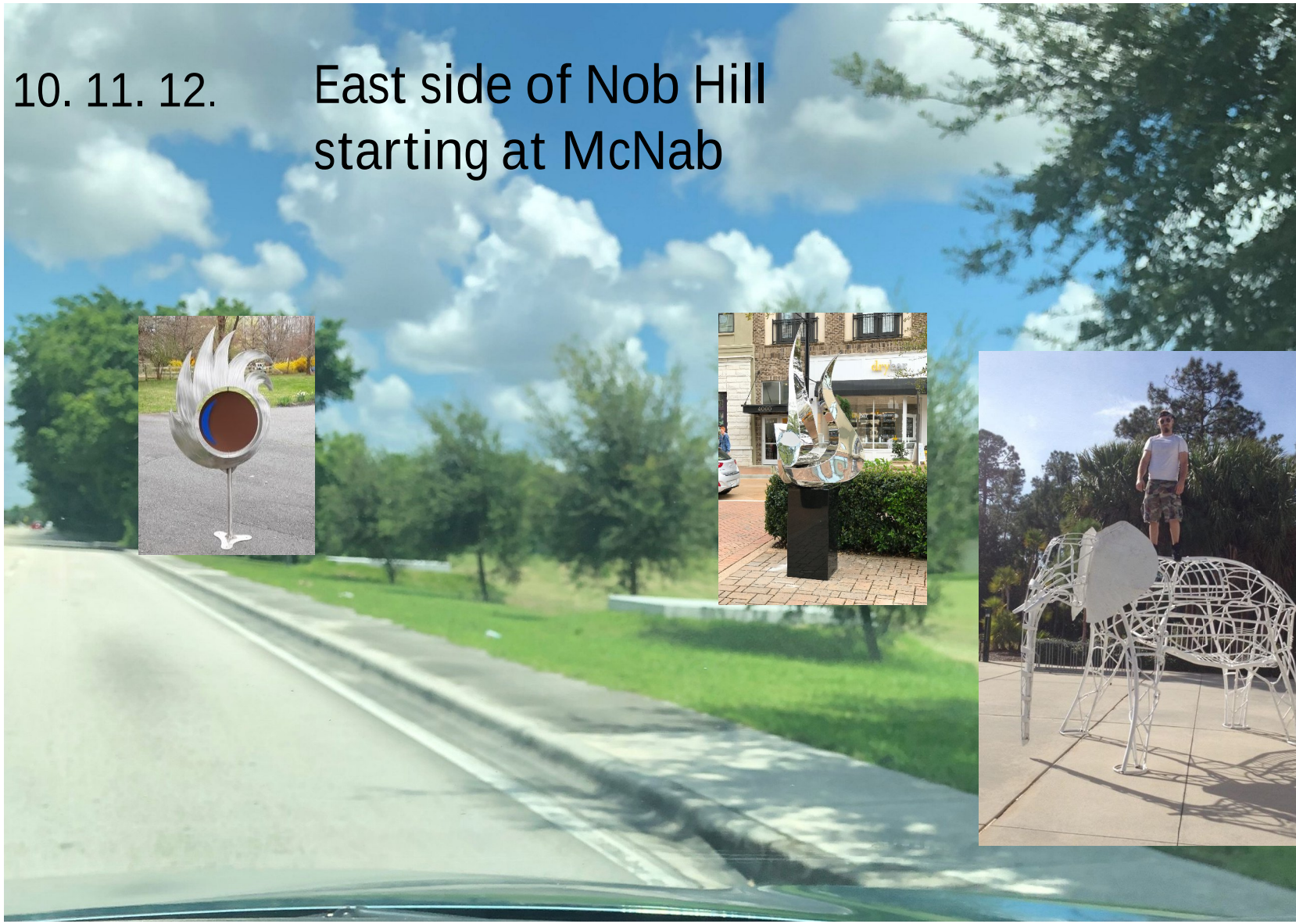
Gregory Johnson
Reach
7.5 ft. x 4.5 ft x 4.25 ft
BRUSHED STAINLESS STEEL
$18,900.00



10. Mary ANGERS
Sun to Moon Rotation
Stainless Steel and paint
$ 40,000
6.5" ft 2.5 x2 ft

11.DUET
Stainless Steel
6.5 ft x4 ft x3 ft
$28,500.
Aluminum

12. James Futrel
Elephant
Recycled Metal
9’ x 8’ x 13’
$5000



SUN TO MOON ROTATON



DUET



ELEPHANT

