City Hall Commission Chambers
1100 Park Lane East
Oakland Park, Florida 33334

# CITY COMMISSION AGENDA
# JULY 15, 2026 6:30 PM

**ROLL CALL**

**MOMENT OF SILENCE**

**PLEDGE TO THE FLAG**

## PROCLAMATIONS

**Park and Recreation Month**

## ADDITIONS / CHANGES / DELETIONS

At this time, any member of the City Commission or the City Manager may request to add, change, or delete items from the agenda.

## PRESENTATIONS

*** Presentation of ABC Excellence in Construction Eagle Award - Public Works Facility Project**

*** Solid Waste Authority - First Amendment to Interlocal Agreement**

*** FY27 Recommended Budget Summary**

1. **PUBLIC COMMENTS**

   At this time any person will be allowed to speak on any matter that pertains to City Business for a length of time not to exceed four minutes per person.

## CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory, and are not expected to require review or discussion. Items will be enacted by one Motion; however, if discussion of an item is requested by the City Commission, that item may be removed from the Consent Agenda and considered separately.

2. **Approval of Minutes - May 6, 2026 and May 20, 2026**

   **Recommendation:**

   **Strategic Performance Area - Oakland Park's Identity**
   Motion to Approve

3. **Resolution of support for a Grant Application for the Roads for Economic Vitality**

**(REV) for the Main Street/NE 12th Avenue Project..**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, SUPPORTING THE SUBMISSION OF THE ROADS FOR ECONOMIC VITALITY GRANT PROGRAM FOR THE MAIN STREET/NE 12TH AVENUE IMPROVEMENT PROJECT TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO), AND TO AUTHORIZE CITY STAFF TO DESIGN AND CONSTRUCT THE PROJECT SUBJECT TO THE PROJECT RECEIVING MPO FUNDING; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Financial Stability and Sustainability**
Motion to Adopt Resolution

4. **Approval of Amendment No. 9 to the FDOT Landscape Maintenance Memorandum of Agreement for Commercial Boulevard Landscape Improvements**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NO. 9 TO THE INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE IMPROVEMENTS LOCATED WITHIN THE STATE ROAD 870/COMMERCIAL BOULEVARD RIGHT-OF-WAY ADJACENT TO MCDONALD'S AT 1352 EAST COMMERCIAL BOULEVARD, SUBJECT TO APPROVAL AND EXECUTION OF THE COMPANION MAINTENANCE AGREEMENT WITH MCDONALD'S USA, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Infrastructure Needs**
Motion to Adopt Resolution

5. **Approval of an Agreement to Maintain Landscaping with McDonald's Corporation for Landscape Improvements Adjacent to 1352 East Commercial Boulevard**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT TO MAINTAIN LANDSCAPING BETWEEN THE CITY OF OAKLAND PARK AND MCDONALD'S CORPORATION FOR LANDSCAPE IMPROVEMENTS LOCATED ADJACENT TO 1352 EAST COMMERCIAL BOULEVARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Infrastructure Needs**
Motion to Adopt Resolution

6. **Approval of the Project Specific Interlocal Agreement (ILA) between the City and Broward County for the Surtax-Funded CSX and FEC Crossing Safety Study (OAKL-007).**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PROJECT SPECIFIC INTERLOCAL AGREEMENT BETWEEN THE CITY AND BROWARD COUNTY FOR THE CSX AND FEC CROSSING SAFETY STUDY (OAKL-007); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Infrastructure Needs**
Motion to Adopt Resolution

7. **Approval of a Work Authorization with The Corradino Group, Inc. for the CSX and FEC Crossing Safety Study and Multimodal Safety Assessment (OAKL-007).**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY AND THE CORRADINO GROUP, INC. FOR THE CSX AND FEC CROSSING SAFETY STUDY AND MULTIMODAL SAFETY ASSESSMENT (OAKL-007), FOR AN AMOUNT NOT TO EXCEED $150,000.00, AND APPROVE THE PROPOSED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Infrastructure Needs**
Motion to Adopt Resolution

## RESOLUTIONS AND MISCELLANEOUS

8. **Fire Assessment - Adoption of Preliminary Rates**
A RESOLUTION OF THE CITY OF OAKLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF OAKLAND PARK, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE RESCUE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, FOR PROPERTIES WITHIN THE CITY OF OAKLAND PARK; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Financial Stability and Sustainability**
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

9. **Solid Waste Assessment - Adoption of Preliminary Residential Rates**
A RESOLUTION OF THE CITY OF OAKLAND PARK, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLE MATERIALS AND BULK PICKUP SERVICES IN THE ASSESSMENT AREA CONSISTING OF THE ENTIRE LEGAL BOUNDARIES WITHIN THE CITY OF OAKLAND PARK, AS MAY BE AMENDED FROM TIME TO TIME; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF OAKLAND PARK, FLORIDA; ESTABLISHING THE SOLID WASTE COST AND THE ANNUAL SOLID WASTE SERVICE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Financial Stability and Sustainability**
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion

Vote on Motion

10. **Stormwater Assessment - Adoption of Preliminary Rates**

A RESOLUTION OF THE COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE STORMWATER UTILITY; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED BY THE SERVICES PROVIDED BY THE STORMWATER UTILITY; ESTABLISHING THE METHOD OF ASSESSING THE COST OF THE UTILITY AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; DIRECTING THE DIRECTOR TO PREPARE OR DIRECT THE PREPARATION OF A TENTATIVE STORMWATER MANAGEMENT ASSESSMENT ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER MANAGEMENT ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Financial Stability and Sustainability**
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

11. **Adoption of FY 2027 Preliminary Operating & Debt Service Millage Rates and Establishment of Time, Date and Location for a Public Hearing and Adoption of the Tentative FY 2027 Operating and Debt Service Millage Rates to be held 6:30 p.m., September 9, 2026, in Commission Chambers at 1100 Park Lane East, Oakland Park, Florida.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2020 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2022 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Financial Stability and Sustainability**
Staff Presentation
Motion to Accept Staff Recommendation
Discussion
Vote on Motion

City Attorney Introduce Resolution
Motion to Adopt Resolution
Discussion
Vote on Motion

12. **First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE FIRST AMENDMENT (FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
**Recommendation:**

**Strategic Performance Area - Infrastructure Needs**
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

13. **Drainage Improvements to NW 43 Place (Summer Lake Single Family Homes)**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORPORATION FOR DRAINAGE IMPROVEMENTS TO NW 43 PLACE IN THE AMOUNT OF $85,490.83, PIGGYBACKING THE SOURCEWELL #FL-R6-CC-092524-FEDC CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation:**

**Strategic Performance Area - Infrastructure Needs**
City Attorney Introduce Resolution
Staff Presentation
Motion to Adopt Resolution
Discussion
Vote on Motion

14. **REPORTS FROM THE CITY COMMISSION**

**REPORTS FROM THE CITY MANAGER**

15. **Financial Activity Report for the Period Ended May 31, 2026**
Report
16. **Grants Initiatives Status Report**
Report
17. **Community Enhancement Division 2nd Quarter Update**
Report

**REPORTS FROM THE CITY ATTORNEY**

18 **7-15-26 City Attorney Report**

**ADJOURN**

This meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact

the City Clerk's Office by telephone: 954.630.4300, or via Fax: 954.630.4302 for information or assistance.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of proceedings, and that, for such purpose, the person 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 to be based.

I, the undersigned authority, certify the above Notice of Meeting of the City Commission is a true copy of the Notice posted on the outdoor bulletin board at the main entrance of City Hall, a place convenient and readily accessible to the general public at all times.

Español - Por favor llame al 954-630-4300, o envíe un correo electrónico a publiccomments@oaklandparkfl.gov para rececibir esta información en español.

Kreyòl ayisyen - Tanpri rele 954-630-4300, oswa voye yon imèl bay publiccomments@oaklandparkfl.gov pou resevwa enfòmasyon sa yo an kreyòl ayisyen.

Posted: _____ By: *Renee M. Shrout*
Renee M Shrout, CMC
City Clerk

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO.

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | City Clerk's office | **DEPARTMENT HEAD APPROVAL:** | CITY CLERK |

**SUBJECT:** Park and Recreation Month

**1. BACKGROUND/HISTORY**

**2. CURRENT ACTIVITY**

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**

**ATTACHMENTS:**

Proclamation

*STATE OF FLORIDA*
*CITY OF OAKLAND PARK*

# *PROCLAMATION*

**WHEREAS,** the National Recreation and Park Association and the Florida Recreation and Park Association have designated July as Parks and Recreation Month, honoring the dedication of professionals, volunteers, and advocates who make parks and recreation possible in communities across the nation; and

**WHEREAS**, these individuals provide invaluable services that ensure our parks and recreation programs continue to grow, evolve, and meet the diverse needs of our residents, enriching lives through accessible, high-quality public and private recreational opportunities supported at the local, state, and federal levels; and

**WHEREAS,** the 2026 theme, *"The Power of Parks and Recreation and the people who make it all possible,"* reflects the City of Oakland Park's ongoing commitment to parks and recreation as vital contributors to environmental sustainability, community well-being, and ecological health—preserving green spaces, protecting natural resources, and fostering environmental stewardship through education and responsible practices; and

**WHEREAS,** the City takes pride in its more than 200 acres of open green space, which feature a variety of recreational amenities, including the ongoing improvements and renovations of Veterans Park, Royal Palm Park, Richard E. Guisti Heart Par Cours, Stevens Field, and the reconstruction of Greenleaf Park at its new location.

**NOW, THEREFORE,** the City Commission of the City of Oakland Park, Florida, by virtue of the authority vested in it by the City Charter, does hereby proclaim the month of July 2026 as

# PARKS & RECREATION MONTH

in the City of Oakland Park, and encourage all residents to celebrate the essential role parks and recreation play in our community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Oakland Park, Florida, to be affixed this 15th day of July 2026.

BY:_____
STEVEN R. ARNST, MAYOR

ATTEST: _____
RENEE M. SHROUT, CMC, CITY CLERK

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO.

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Brad J. Ostroff, Interim Director Building, Engineering and Community Services Department | **DEPARTMENT HEAD APPROVAL:** | ECD - Engineering/Construction |

**SUBJECT:** Presentation of ABC Excellence in Construction Eagle Award - Public Works Facility Project

### 1. BACKGROUND/HISTORY

Kaufman Lynn Construction (KL) will present the City with the Associated Builders and Contractors (ABC) Florida East Coast Chapter's 2025 Excellence in Construction Award for the recent Public Works project.

The project received the highest award level in the Government/Local Municipality category for outstanding construction quality, safety, innovation, and project execution. The award is an acknowledgment of the collaborative efforts of City staff, the design team, and construction partners whose contributions helped make it a successful project.

The ~43,000 sq. ft. facility — comprising a two-level operations building, a warehouse for the City's water, wastewater, and facilities maintenance, and a fleet building — was built to exceed hurricane standards, featuring interior tilt-wall construction, deep drainage wells, and a modern fleet maintenance center.

### 2. CURRENT ACTIVITY

### 3. FINANCIAL IMPACT

N/A

### 4. RECOMMENDATION

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO.

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Julie Leonard<br>Public Works Director | **DEPARTMENT HEAD APPROVAL:** | PUBLIC WORKS |

**SUBJECT:** Solid Waste Authority - First Amendment to Interlocal Agreement

**1. BACKGROUND/HISTORY**

**2. CURRENT ACTIVITY**

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO.

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Rhea Rivera, CGFM<br>Director, Financial Services | **DEPARTMENT HEAD APPROVAL:** | FINANCIAL SERVICES |

**SUBJECT:** FY27 Recommended Budget Summary

## 1. BACKGROUND/HISTORY

**Issue Statement:** The City Commission is required to adopt and provide to Broward County Property Appraiser (BCPA) by August 4, 2026, the preliminary millage rate and special assessment rates for fire, stormwater, and solid waste, to be reflected on the truth-in-millage (TRIM) notices to be mailed by BCPA to property owners in August. The rates to be adopted are for the fiscal year (FY) 2027, which begins on October 1, 2026, and ends September 30, 2027.

**Recommended Action:** Staff will provide a summary of the FY 2027 Recommended Budget. Staff recommends that the Commission **reduce the current operating millage rate of 5.6979 mills to 5.6799 for FY 2027.** This operating millage rate is the lowest rate in eighteen years and the twelfth reduction in operating millage over thirteen years. This rate reflects **a reduction of 0.7196 mills since FY 2014, a decrease of 11.2%**. Under separate agenda items, the Commission will adopt the FY 2027 preliminary millage rates (operating and debt service), and the fire, stormwater, and solid waste assessment rates to be displayed on the TRIM notices.

In accordance with State statutes, the City is required to provide the County Property Appraiser with preliminary millage and assessment rates by August 4, 2026, and then conduct three hearings in September. The preliminary millage and assessment rates to be provided to the County Appraiser for inclusion on the TRIM Notice are upper limits of what the Commission may ultimately choose to adopt. There is no requirement that these preliminary rates be adopted. The rates provided on the TRIM notice may be lowered, but cannot be increased without significant additional advertising efforts, costs, and potential time delays by the City.

The current schedule to adopt the FY 2027 budget, including millage and assessment rates, is:

- **January 14:** Extension of Strategic Plan by City Commission.
- **April 21** - Community Budget Meeting held via Zoom.
- **June 3** - Capital Improvement Program (CIP) Update and Preview at City Commission meeting.
- **July 8** - Distribution of the FY 2027 Recommended Budget book to Commission.
- **July 15** - Budget presentation; Adoption of preliminary millage and assessment rates for inclusion on the TRIM Notice. Tentative budget hearing date set.
- **August 4** - Deadline for providing preliminary millage and assessment rates to the Property Appraiser for inclusion on the TRIM Notice.
- **August 24** - Deadline for Property Appraiser to mail TRIM Notices (Appraiser has advised notices will be mailed beginning August 12).
- **September 9 (Wednesday)** - Public hearing and adoption of tentative millage rate and tentative FY 2027 budget; Final budget hearing date set. CRA Board adoption of tentative CRA budget.
- **September 14 (Monday)** - Public hearing and adoption of the fire, stormwater, and residential solid waste assessment rates (to be held at **6:00** PM).
- **September 23 (Wednesday)** - Public hearing and adoption of final millage rate and final FY 2027 budget, CIP, staff classification and compensation plan, and fiscal policies and fee booklet; and CRA Board adoption of final CRA budget.

## 2. CURRENT ACTIVITY

The Recommended FY 2027 Annual City Budget is provided for the Commission's review. An overview will be presented at the Commission meeting.

Staff recommends that the Commission **reduce the current operating millage rate of 5.6979 mills to 5.6799 for FY 2027.** This operating millage rate is the lowest rate in eighteen years and the twelfth reduction in operating millage over thirteen years. This rate reflects a reduction of 0.7196 mills since FY 2014, a decrease of 11.2%.

Staff also recommends that the Commission adopt a **debt service millage rate of 0.3136 mills for the Series 2020 ($26 million) G.O. Bonds; and 0.1706 mills for the Series 2022 ($14 million) G.O. Bonds.** The combined debt service millage **rate is 0.4842 mills, a decrease of 5.2% compared to FY 2026.**

The operating and debt millage rates combined total of **6.1641 mills is a decrease of 0.0448 mills from the combined total of 6.2089 last year**. Two separate millage rates will appear on the TRIM notices and tax bills - for the operating millage and for the combined debt service millage.

In preparing the recommended budget, staff utilized Commission direction and guidance as the basis for determining the programs and levels of services being proposed in the budget. The FY 2027 recommended budget is the fifth budget to incorporate the

Strategic Plan's updated Strategic Performance Areas that were approved by the City Commission in 2022. These priorities determine the funding levels that determine the preliminary millage rates and the preliminary fire, stormwater, and solid waste assessment rates that are being recommended for adoption in subsequent items on the agenda.

The recommended budget is a financial plan for City operations and investments for an entire year. This plan was prepared to follow the Commission's policy direction, vision, and ambitious plans by responsibly funding major projects and initiatives to address quality of life issues, improve infrastructure, enhance services, and promote redevelopment and investment. The recommended budget is fiscally prudent, meeting all legal requirements, balancing all revenues and expenditures, and following City fiscal policies, and setting service charges and fees to ensure appropriate recovery of costs.

The budget is a complex document, and modifications require substantial staff time and effort to prepare and implement to ensure the document remains balanced and revenues are appropriately matched to their legally allowable uses. As with all budgets, this document is only a plan. During the budget year, there are multiple opportunities to amend this plan as needed in response to new information, changes in policy directions, and other developments. Issues that arise after the presentation of the Recommended Budget in July, for example, have been addressed as part of the regular November budget amendment.

Staff recommends the Commission consider the FY 2027 Recommended Budget and provide guidance and direction as warranted. Attached to this agenda item are copies of the City Manager's Recommended FY 2027 Budget Message, a listing of FY 2027 Business Plan Initiatives and Non-infrastructure Capital Outlay, the draft of FY 2027 Capital Improvement Program (CIP), the FY 2027 Vehicle Replacement Schedule, and the FY 2027 Staffing Summary by Division.

Budget data will be posted to the City's OpenGov transparency platform. Electronic copies of the budget are available upon request by contacting the City Clerk's Office or the Department of Financial Services.

## 3. FINANCIAL IMPACT

The FY 2027 Recommended Budget for all funds is approximately $180.6 million, and includes:

- General Fund budget of $97.4 million;
- Debt Service Fund of $6.8 million;
- CRA Fund budget of $1.0 million;
- Special Revenue Funds of $1.0 million;
- Water-Sewer Fund budget of approximately $31.2 million;
- Solid Waste Fund budget of $11.6 million;
- Storm Water Fund budget of about $6.8 million; and
- General Fund Capital Fund of $24.9 million which was included in the CIP presentation made to the City Commission on June 3, 2026.

- Total CIP including the Enterprise Funds amounts to $28.8 million. The final CIP will be presented along with the budget in September.

## 4. RECOMMENDATION

This item is for presentation and discussion purposes only. By way of separate agenda items, the City Commission will consider and adopt resolutions establishing the preliminary operating millage, debt service millage, fire assessment, residential solid waste assessment, and stormwater assessment rates.

**ATTACHMENTS:**

FY27 Budget Message
FY 2027 Business Plan
FY 2027 Draft CIP
FY 27-31 Vehicle Replacement Schedule
FY 2027 Staffing Summary
BSO Letter

**Memorandum**

Date: July 15, 2026

To: Honorable Mayor and City Commission

From: David Hebert, City Manager

Subject: Recommended Fiscal Year 2027 Annual City Budget

## Introduction & Summary

I am pleased to present the City of Oakland Park's Fiscal Year 2027 Recommended Budget. This budget reflects the City's continued commitment to fiscal stewardship, strategic investment, operational resiliency, and preserving the quality-of-life residents and businesses expect as Oakland Park continues Building Our Second Century.

Like past budgets, the FY 2027 budget has been developed by the administration to meet the City Commission's strategic vision and to accelerate our progress in redefining, revitalizing, and rebuilding Oakland Park.

As Oakland Park approaches its centennial in 2029, the City continues navigating one of the most transformative periods in its history. Over the last several years, Oakland Park has advanced significant investments in infrastructure modernization, redevelopment, resiliency, public safety, mobility, environmental sustainability, parks, and public spaces intended to position the City for long-term success while preserving the community identity and neighborhood character that define Oakland Park.

The FY 2027 budget reflects both the opportunities and challenges associated with this continued transformation. While the City continues benefiting from redevelopment activity, infrastructure investment, and strategic planning initiatives, local governments throughout Florida continue experiencing significant pressures associated with inflation, insurance costs, pension and healthcare obligations, labor market competition, infrastructure maintenance demands, and increasing construction pricing.

Despite these challenges, Oakland Park remains well-positioned due to years of disciplined financial management, conservative planning practices, strategic investment, and operational leadership. The City continues balancing transformational investment with long-term operational sustainability while remaining focused on maintaining service delivery, infrastructure resiliency, and long-term fiscal sustainability.

Oakland Park continues to maintain taxes and rates that are fiscally responsible, while ensuring the City remains financially flexible. The proposed budget for FY 2027 is $180.6 million and includes a capital infrastructure program of $28.8 million. The FY 2027 budget reduces the operating millage rate from 5.6979 mills to 5.6799 mills, setting the lowest millage in 18 years. The accumulated value of these many reductions reflects a total decrease of 0.7196 mills, or 11% since FY 2014 (6.3995 mills); this reduction has saved our taxpayers more than $22.3 million over the past decade.

The FY 2027 budget continues supporting:

- infrastructure resiliency and drainage improvements;
- mobility and transportation enhancements;
- environmental sustainability initiatives;
- redevelopment and economic vitality;
- parks and recreational amenities;
- public safety and emergency preparedness;
- fleet modernization and operational readiness;
- accessibility and ADA implementation; and
- technology modernization and process improvements.

The Commission's consistent leadership in moving the City forward has been broadly supported by the community. In 2018, over two-thirds of voters approved the City's $40 million General Obligation Bond, and a representative residential survey showed that over two-thirds of residents felt the City of Oakland Park was headed in the right direction. Others agree. Investment in Oakland Park continues to be strong. For FY 2027, the City's taxable value grew 6.49% — the 11th highest growth among Broward County's 31 municipalities, compared to a countywide average of 6.78%. New construction and renovation added $69.2 million to the tax rolls this year, bringing the total added since FY 2022 to more than $540 million.

The City's long-term plans continue to reach fruition. The Public Works Complex and Fire Station 9 opened during FY 2025, City Hall at the Sky Building advanced the City's downtown presence, and the relocation of City Hall operations supports the Horizon of Oakland Park project, which is expected to add housing, shopping, parking, and the Woonerf - a walkable "living street," part park and part gathering place for the community.

The "Building Our Second Century" bond campaign remains a public investment. Including projects underway and planned, the City's capital program continues to enhance the resiliency of infrastructure and the community, improve recreational opportunities for residents, and beautify Oakland Park.

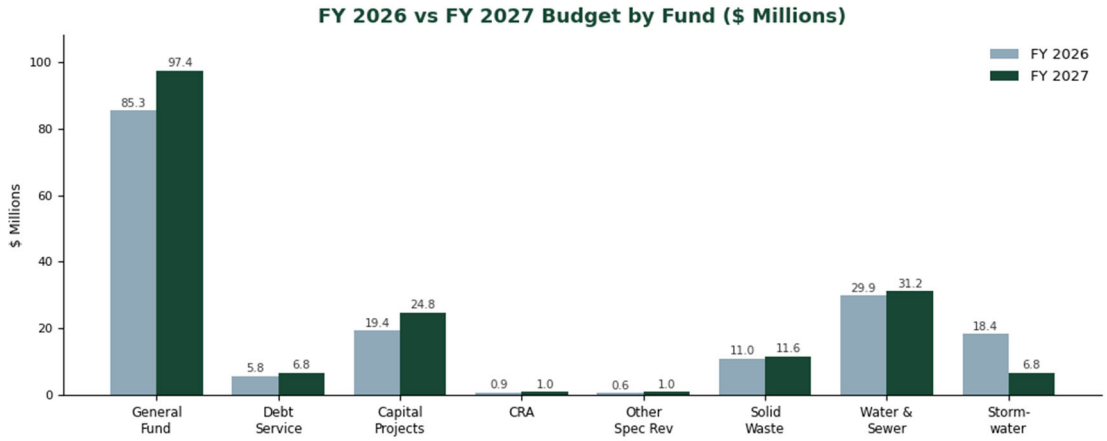
The FY 2027 budget continues to advance a substantial capital infrastructure program. The preliminary FY 2027-2031 Capital Improvement Program totals approximately $97.9 million, including approximately $28.8 million in FY 2027 projects. The program is organized around streetscapes and mobility, parks, facilities, water and wastewater, and stormwater infrastructure, with funding supported by a combination of GO Bond proceeds, grants, surtax revenue, enterprise fund resources, stormwater funding, general fund transfers, and other sources of funding.

Major planned investments include City Centennial Park, Dewey Hawkins Landing, Fire Station #87 Phase II, Glenwood Garden, the citywide mast arm conversion, downtown and neighborhood mobility improvements, water main and sewer system upgrades, lift station improvements, and stormwater projects to improve drainage, flood protection, outfall structures, and neighborhood resiliency. These projects continue the City's efforts while also recognizing that new and improved assets must be supported by long-term operating, maintenance, staffing, utility, and lifecycle replacement planning.

These investments continue supporting Oakland Park's transformation into a more connected, resilient, and economically vibrant community while maintaining focus on sustainability, operational readiness, and long-term stewardship of public resources.

As discussed throughout the strategic planning and redevelopment conversations, City leadership continues emphasizing the importance of balancing transformational investment with long-term operational sustainability. The FY 2027 budget therefore continues prioritizing drainage improvements, mobility enhancements, accessibility initiatives, redevelopment activity, operational readiness, and infrastructure resiliency while recognizing the ongoing obligations associated with maintaining these community assets over time.

The budget has been developed in alignment with the City's Strategic Plan, Capital Improvement Program, business plan initiatives, long-range infrastructure planning efforts, and redevelopment objectives. It also reflects the City's continued commitment to transparency, accountability, and communication regarding how public resources are invested to support community priorities and service delivery.




The FY 2027 budget reflects a balanced approach intended to support continued investment in infrastructure, public safety, resiliency, mobility, sustainability, and community services while maintaining flexibility in response to changing economic conditions.

Oakland Park continues monitoring:

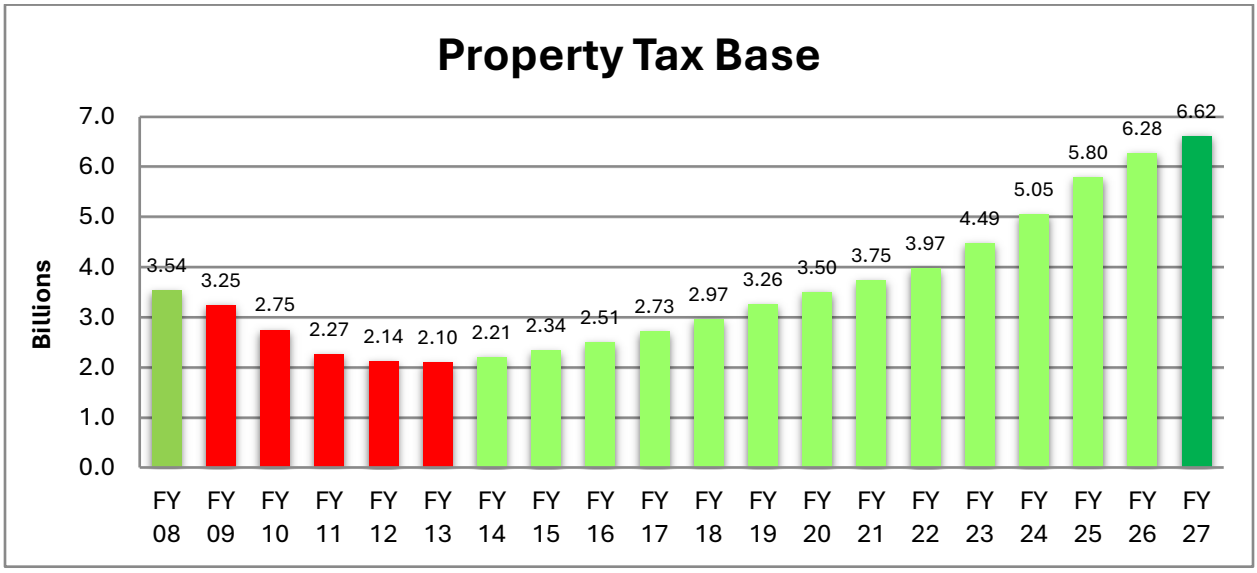
- taxable value growth;
- redevelopment activity;
- labor and collective bargaining impacts;
- healthcare and pension obligations;
- insurance market conditions;
- infrastructure maintenance demands;
- utility and stormwater system obligations;
- grant funding opportunities;
- and future operational impacts associated with major capital investments.

The headwinds facing the FY 2027 budget are significant. Continued inflationary pressure on labor, construction, vehicles, equipment, insurance, and healthcare costs, ongoing labor negotiations with the Fire Rescue unions, uncertainty around state and federal policy and grant funding, and the operating costs associated with new facilities and infrastructure and the proposed property tax reform all affect the City's long-term financial planning. These pressures make it important that the City continue to evaluate recurring costs carefully and preserve sufficient flexibility to respond to changes in revenue conditions.

At the same time, Oakland Park continues benefiting from long-term public and private investment. Strategic redevelopment initiatives, infrastructure modernization, mobility improvements, and continued economic activity remain important contributors to the City's tax base, operational sustainability, and long-term planning objectives.

The City also continues to benefit from several favorable tailwinds that support its long-term financial outlook. General Obligation Bonds issued in prior years secured favorable interest rates, allowing the City to advance critical infrastructure investments while prudently managing long-term debt. Private investment and redevelopment activity continue to strengthen Oakland Park's economy, expand the City's tax base, and create new opportunities for residents and businesses. Recently completed developments, including Oaklyn, ID Oakland Park, BLYS, and The Sky Building, have added new residential units and mixed-use activity throughout the community. Additional projects remain in the development pipeline, including Horizon at Oakland Park, Cypress Crossing, Village at Oakland Park, and Parklyn on Federal Highway. Collectively, these projects, together with more than $540 million in new taxable development added to the City's tax roll since FY 2022, continue to diversify the City's tax base, strengthen its long-term fiscal capacity, and position Oakland Park for sustainable economic growth.

Since FY 2014, the City's tax base has grown for 13 consecutive years and now stands at a record $6.62 billion — an increase of about $0.4 billion over FY 2026 and nearly double the pre-recession peak of $3.54 billion.




*Property Tax Base, FY 2008–FY 2027 (in billions). Recession-era declines shown in red; FY 2027 in dark green.*

As property values appreciate, the City has continued to manage tax rates responsibly while building and improving infrastructure and amenities, with much of the cost supported through grants. New infrastructure creates new operating expenses that must be funded in order to properly maintain the City's investments. Operating costs for departments increase over time, and capital equipment, such as vehicles and machinery, must be replaced as it reaches the end of its useful lifespan.

The FY 2027 budget also recognizes the importance of planning responsibly for future operating and maintenance obligations associated with public facilities, drainage systems, transportation infrastructure, fleet replacement, public safety equipment, parks, utilities, and technology modernization.

City leadership also emphasized throughout strategic planning conversations the importance of clearly communicating to residents how economic conditions, operational pressures, infrastructure investment, and redevelopment activity directly impact the City's financial planning and long-term sustainability.

## Key Financial & Operational Indicators

| Indicator | FY 2026 | FY 2027 |
|---|---|---|
| Taxable Value Growth | 8.91% | 6.49% |
| Operating Millage Rate | 5.6979 | 5.6799 |
| Rolled-Back Rate | 5.3187 | 5.4074 |
| Debt Service Millage | 0.5110 | 0.4842 |
| Combined Millage | 6.2089 | 6.1641 |
| Ad Valorem Revenues | $33,989,596 | $35,728,184 |
| General Fund Reserves | 30.74% | 20.43% |

## Fiscal Stewardship and Financial Sustainability

Responsible financial management continues serving as a cornerstone of Oakland Park's long-term success. The City has consistently prioritized conservative budgeting practices, reserve management, infrastructure planning, and operational forecasting intended to preserve financial flexibility while supporting strategic investment throughout the community.

The FY 2027 budget continues the City's focus on:

- maintaining financial stability;
- balancing recurring revenues and expenditures;
- protecting reserves;
- investing in infrastructure;
- planning for long-term obligations;
- and supporting sustainable service delivery.

The proposed FY 2027 budget utilizes $7.8 million in General Fund balance (including $600 thousand in assigned fund balance). Forecasted unassigned fund balance at the end of FY 2027 is approximately $19.9 million, or 20.4% of General Fund expenditures — within the policy range of 20% to 25% and well above the Government Finance Officers Association minimum guideline of 16.7%.

Oakland Park's five-year Capital Improvement Program continues supporting substantial long-term investment throughout the community and includes planned investments in:

- stormwater and drainage infrastructure;
- roadway resurfacing;
- transportation and mobility enhancements;
- ADA accessibility improvements;
- parks and recreation;
- utility infrastructure;
- fleet replacement;
- public safety infrastructure;
- and operational modernization.

As Oakland Park continues transitioning from a period of significant capital investment into long-term operations and maintenance, the City remains focused on preserving the financial capacity necessary to maintain public assets, support service delivery, and respond to future infrastructure and operational needs.

City leadership also emphasized throughout strategic planning discussions the importance of communicating not only what projects are being funded, but why those investments matter to residents and businesses throughout the City and how they impact long-term sustainability, quality of life, resiliency, and future operational obligations.

## Strategic and Business Plan

The Strategic Plan is a tool to help guide the long-term direction of the City. The Strategic Plan identifies specific Strategic Performance Areas, or long-term goals for Oakland Park.

In October 2021, the City Commission held a public workshop that resulted in various updates to the Strategic Plan. A recording of the workshop is available for viewing on the City's website. The strategic plan was approved by the City Commission in January 2022, and made the following changes to the Strategic Performance Areas:

| Old Performance Areas | New Performance Areas |
|---|---|
| Financial Stability and Sustainability | No Change |
| Infrastructure Needs | No Change |
| Smart Growth, Redevelopment, and Community Appearance | Smart Growth and Development |
| Parks, Leisure Facilities, and Activities | Community Wellness & Recreation |
| Public Safety and Security | Public Safety and Community Integrity |
| Focus on Oakland Park's Image | Oakland Park's Identity |
| N/A | Environmental Stewardship and Sustainability |

As shown above, the Commission created a new, seventh strategic performance area: Environmental Stewardship and Sustainability. This new performance area emphasizes environmental issues, improving resiliency and promoting sustainable practices both in City operations and within our community. Other changes included an increased focus on establishing a renewed commitment to championing inclusivity and promoting community wellness. A balanced approach to growth and development was articulated that focuses on the need to ensure diverse and affordable housing options remain available while promoting economic opportunities throughout the City.

The Recommended Budget for FY 2027 is the fifth budget developed using the revised Strategic Plan prepared by the City Commission in 2022, which was extended by the Commission earlier this year. The proposed budget includes over 160 different initiatives and capital purchases totaling $13.5 million to help advance the Strategic Plan.

| Strategic Performance Area | Initiatives | FY 2027 Cost | % of Total |
|---|---|---|---|
| Public Safety & Community Integrity | 18 | $7,325,145 | 54.2% |
| Infrastructure Needs | 44 | $1,783,300 | 13.2% |
| Environmental Stewardship & Sustainability | 12 | $1,686,300 | 12.5% |
| Smart Growth & Development | 20 | $1,137,560 | 8.4% |
| Community Wellness & Recreation | 50 | $977,960 | 7.2% |
| Financial Stability & Sustainability | 8 | $354,005 | 2.6% |
| Oakland Park's Identity | 8 | $239,200 | 1.8% |
| **TOTAL** | **160** | **$13,503,470** | **100.0%** |




*FY 2027 Business Plan allocation by Strategic Performance Area ($13.5 million, 160 initiatives)*

City leadership emphasized throughout strategic planning discussions the importance of ensuring that budgets remain understandable, measurable, and directly connected to community priorities and service outcomes.

The City also continues focusing on maintaining alignment between budget priorities, operational planning, capital investment decisions, and long-term community objectives. This includes evaluating how infrastructure investments, redevelopment initiatives, and operational decisions support Oakland Park's long-range strategic vision and quality-of-life priorities.

A full listing of the various initiatives by Strategic Performance Area is included as an Appendix within this Recommended Budget Book; the initiatives are also included in the agenda item presenting the proposed budget for next year.

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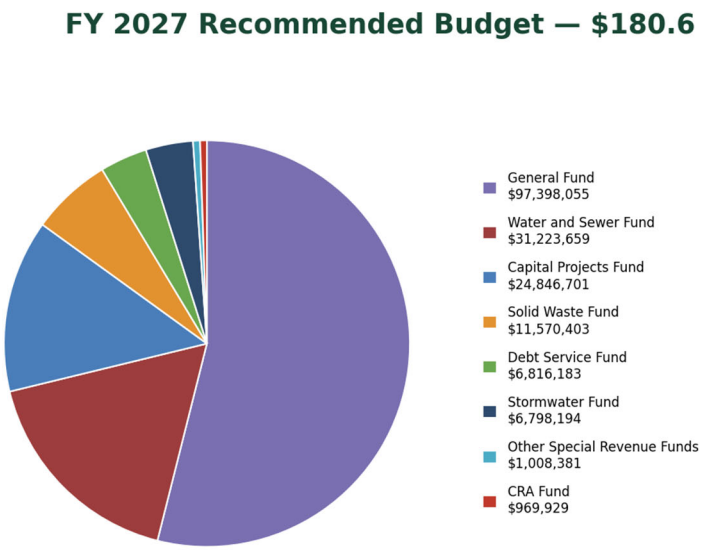
## FY 2027 Budget Overview

The proposed FY 2027 budget is $180.6 million compared to the FY 2026 adopted budget of approximately $171.3 million. The proposed FY 2027 budget continues prioritizing strategic investment in infrastructure, public safety, resiliency, redevelopment, mobility, operational sustainability, and quality-of-life improvements throughout the City.

The proposed FY 2027 capital infrastructure program is expected to total approximately $28.8 million, as reflected in the preliminary FY 2027-2031 Capital Improvement Program.

The Recommended Budget for all funds is $180.6 million, which is $9.3 million more than the FY 2026 Adopted Budget of $171.3 million, a 5.4% increase. The breakdown of funds is as follows:

| Fund | FY 2026 ($M) | FY 2027 ($M) | $ Change | % Change |
|---|---|---|---|---|
| General Fund | $ 85.3 | $ 97.4 | $12.1 | +14.2% |
| Debt Service Fund | 5.8 | 6.8 | 1.0 | +17.2% |
| Capital Projects Fund | 19.4 | 24.8 | 5.4 | +27.8% |
| CRA Fund | 0.9 | 1.0 | 0.1 | +11.1% |
| Other Special Revenue Funds | 0.6 | 1.0 | 0.4 | +66.7% |
| Solid Waste Fund | 11.0 | 11.6 | 0.6 | +5.5% |
| Water and Sewer Fund | 29.9 | 31.2 | 1.3 | +4.3% |
| Stormwater Fund | 18.4 | 6.8 | (11.6) | -63.0% |
| **GRAND TOTAL** | **$171.3** | **$180.6** | **$ 9.3** | **+5.4%** |

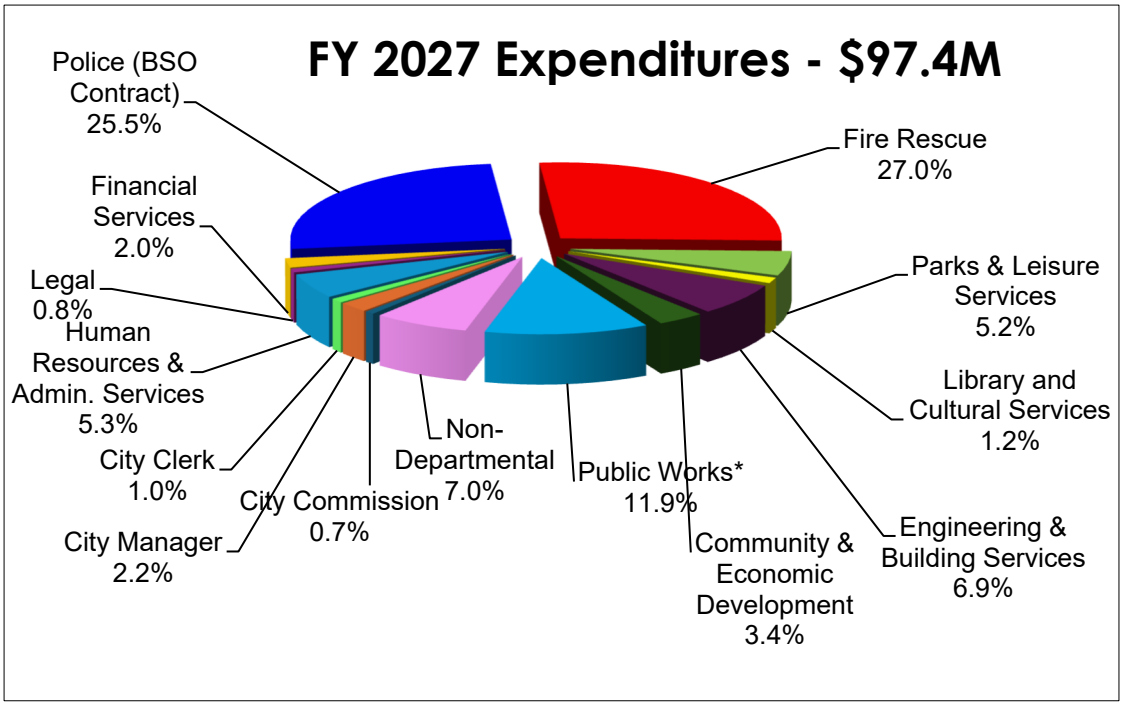



*Total Citywide Budget by Fund — FY 2027 Recommended ($180.6 million)*

# Governmental Funds

## General Fund

The General Fund, which serves as the City's primary operating fund, has a proposed FY 2027 budget of approximately $97.4 million, an increase of $12.1 million over FY 2026. The budget anticipates approximately $89.6 million in revenues before the use of prior year fund balance. Much of the increase is driven by one-time and capital-related costs, including approximately $6.0 million for Fire Rescue vehicles and approximately $1.0 million in related Fire Rescue equipment. The budget also reflects higher public safety costs, including the BSO contract increase, wage and benefit adjustments, vehicle and equipment replacement needs, capital improvements, and continued vendor cost increases due to inflation and contract renewals.




## General Fund Revenue by Source

| Funding Source | FY 2027 | FY 2026 | $ Change | % Change |
|---|---|---|---|---|
| Ad Valorem | $35,728,184 | $33,989,596 | $1,738,588 | 5.1% |
| Fire Assessment | $12,631,880 | $10,830,159 | $1,801,721 | 16.6% |
| Other Taxes | $10,200,977 | $9,504,430 | $696,547 | 7.3% |
| Permits & Fees | $9,064,190 | $8,960,471 | $103,719 | 1.1% |
| Charges for Services | $7,908,760 | $7,620,344 | $288,416 | 3.8% |
| Intergovernmental Revenue | $5,902,000 | $5,916,680 | $(14,680) | -0.2% |
| Miscellaneous Revenues | $1,690,260 | $2,084,713 | $(394,453) | -18.9% |
| Judgement Fines & Forfeits | $416,500 | $371,000 | $45,500 | 12.3% |
| Other Sources (Loan & Cont.) | $6,021,420 | $20,000 | $6,001,420 | 30007.1% |
| **TOTAL** | **$89,564,171** | **$79,297,393** | **$10,266,778** | **12.9%** |

As can be seen in the table on the previous page, there is approximately $10.3 million increase in revenue sources, a 12.9% increase compared to FY 2026's Adopted Budget, which includes loan funding of $6.0 million for the purchase of fire rescue vehicles.

Property tax remains the City's largest source of revenue for the General Fund, providing approximately 40% of all revenues. Property tax revenue is determined by two elements: 1) the assessed property tax base, and 2) the millage rate set by Commission. A mill represents $1.00 of tax obligation for every $1,000 of assessed, taxable value. The certified data provided by the Property Appraiser shows that the City's property tax base has expanded for the thirteenth time since 2007. The City's total tax base is now $6.6 billion. The increase in the tax base over last year is $0.38 billion, or 6.49%. This increase is robust, but it does represent a decline from last year's growth of 8.91% or $0.51 billion.

The property tax roll of Oakland Park does not represent the market value of properties in the City. While the tax base of Oakland Park is now $6.6 billion, the Property Appraiser shows a market value of over $9.7 billion. The difference in the market value and the taxable value is due to the State's various property tax exemptions and the Save-Our-Homes law. The most common exemption is the "homestead" exemption for owner-occupied residential properties; this exemption provides a $50,000 reduction in the taxable value of a home. Under the Save-Our-Homes law, the annual growth in the taxable value for homesteaded properties is capped at 3% or the change in the consumer price index (CPI), whichever is lesser. For this year, the increase in the CPI was 2.7%, meaning that the growth in the taxable value of homesteaded properties will be limited to 2.7%. Last year, the CPI increase was 2.9%, and for FY 2025, it was 3.4%. The 3% cap in the taxable value creates automatic savings for residents and limits the growth in the tax burden. The City has approximately 15,808 single-family homes, townhomes, and condominiums; of these, about 61% are homesteaded and benefit from the Save-our-Homes growth cap of assessed value for taxes.

Since adopting a peak operating millage rate of 6.3995 in FY 2014, the City has reduced the operating millage rate twelve times in the past thirteen years. These reductions have been achieved without compromising service delivery or the City's long-term financial stability.

For FY 2027, however, taxable property values growth has moderated compared to recent years, while the City continues to face inflationary cost pressures, contractual increases, and ongoing service and infrastructure needs. Even with these pressures, the proposed budget reduces the operating millage rate from 5.6979 mills to **5.6799** mills, while preserving service levels, supporting continued investment in public safety and infrastructure, and keeping the City financially positioned to respond to uncertainty surrounding proposed property tax reform.

The proposed FY 2027 operating millage rate of 5.6799 mills sets a new eighteen-year low and reflects a reduction of 0.0180 mills from the FY 2026 rate of 5.6979 mills. The accumulated value of these many reductions reflects a total decrease of 0.7196 mills, or approximately 11.2% since FY 2014 (6.3995 mills); this reduction has saved our taxpayers more than $22.3 million over the past decade.

The recommended millage rate is expected to generate approximately $35.7 million in property tax revenue to fund the general operations of the City. The recommended millage is 5.04% greater than the calculated rolled-back rate of 5.4074 mills and generates approximately $1.7 million over the rolled-back rate.

As discussed in prior years' budget messages, the costs for the Fire Rescue Department continue to grow, with equipment costs increasing and labor costs remaining a significant driver of the Department's operating budget. Labor negotiations with the IAFF and BCFF remain ongoing. In addition, vehicle purchases for FY 2027 are estimated to be approximately $6 million and equipment purchases of an additional $1.1 million. With consideration of these growing costs and to ensure that proper funding exists to meet the operational needs of the Department's critical fire suppression functions, an adjustment to the rate structure was adopted for FY 2025, bringing the adjusted fire assessment to $382 per residential unit. The rate was unchanged in FY 2026. For FY 2027, the recommended Residential Fire Assessment rate is increased to $441 per residential unit, an increase of $59 per residence. This rate reflects 100% of the assessable rate per the most recent rate study, with the increase due primarily to rising labor costs and the need to maintain adequate funding for fire suppression services.

The fire assessment study was presented to the Commission in May of 2024. As outlined in the presentation, the cost of fire suppression services grew from $7.75 million in FY 2021 to $10.24 million in FY 2024, an increase of 32%. Five-year projections showed this trend continuing into the future. The City has historically attempted to recover approximately 90 – 95% of all fire suppression costs through the fire assessment program, with property taxes subsidizing the remaining costs. However, maintaining this recovery rate and existing rate structure is not sustainable as fire suppression cost particularly personnel costs, continue to grow. The fire assessment represents approximately 16.7% of all general fund revenues.

Public safety represents the largest share of the General Fund budget at 52.5% and continues to be the area experiencing the most significant cost increases. The adopted Fire Rescue Department budget for FY 2026 was $18.78 million, an increase of $1.8 million, or 10.6%, over FY 2025. This increase was driven largely by higher personnel costs, particularly pension contributions, which increased by $1.5 million, or 25%, over FY 2025. The increase also included higher overtime costs of approximately $356,000 due to contract changes that took effect at the beginning of FY 2026 and triggered overtime earlier.

The recommended Fire Rescue Department budget for FY 2027 is about $26.3 million, an increase of about $7.5 million, or 40.0% over FY 2026. In addition to anticipated increases in personnel costs, the FY 2027 budget includes the purchase of four fire rescue vehicles, with an estimated total cost of more than $6 million.

The City contracts with the Broward Sheriff's Office for police services. The current contract expires on September 30, 2030. As part of the budget process, BSO submits a proposed budget for the upcoming fiscal year every May. The submitted contract for FY 2027 is $24.3 million, a $2.0 million, or 9.1%, increase over FY 2026. This increase comes on the heels of the $1.9 million increase in FY 2026 (9.4%), $1.4 million increase in FY 2025 (7.1%), and $1.2 million increase in

FY 2024 (6.4%). The primary driver of the cost increase is the two-year implementation of compensation adjustments based on a recently completed salary and benefits survey conducted by the Sheriff's Office. These proposed changes affect all other BSO contract cities. In a June 9, 2026 letter, BSO advised the City that recent State-approved FRS pension rate changes may result in an updated consideration letter and additional cost impact.

Personnel costs remain the largest expense category in the General Fund. For FY 2027, wages reflect salary adjustments of 4% for general employees. Overtime and supplemental pay are projected to increase by 6%, while health insurance costs are expected to rise by about 12%. These increases are partially offset by a $914,784 reduction in retirement contributions, primarily due to lower contributions to the closed Police and Fire Pension Plan following the extension of the smoothing period for the unfunded actuarial accrued liability, as well as lower Florida Retirement System contribution rates for general employees (-3.14%) and senior executives (-6.02%). The General Employees' Pension Plan requires no City contribution for FY 2027 due to the Plan's strong funded status; however, the budget includes an $80,000 advance contribution to help mitigate the risk of a larger contribution requirement in a future year. Retirement contribution for the GEPP was $211,000 in FY 2026 .

For FY 2027, total Citywide staffing increases by two positions, from 331 to 333. The two new positions are a Human Resources Manager and a Code Enforcement Officer, with the Code Enforcement Officer funded by permitting revenues. These positions support citywide human resources capacity and code compliance workload. A full review of staffing, compensation, retirement, and labor matters is included in the Citywide Staffing & Compensation Summary section at the end of this document.

The City has also applied for funding of five firefighter positions through FEMA's SAFER grant program. These positions are not included in the budget but will be added via budget amendment if the grant application is approved by FEMA. A full review of compensation and staffing matters is included in the Citywide Staffing & Compensation Summary section at the end of this document.

As inflationary pressures result in the increase of costs of labor, fuel, materials, and supplies, the prices charged by the City's vendors have also increased. The combined effect of these increases raises the cost of maintaining existing operations and service levels. It is beyond the scope of this document to identify every cost increase affecting the General Fund, but inflation continues to affect all departmental budgets. Although CPI has grown less quickly than in prior years, many contracts that are expiring were priced several years ago. As these contracts are renewed, or as the City brings on new vendors, service providers and suppliers are adjusting their pricing to reflect higher labor, material, and operating costs that were not built into earlier contract pricing. FY 2026 also marked a year in which much of the City's new infrastructure has come online, including buildings, medians, sidewalks, roadway improvements, and landscaping. As the City continues to move staff and operations into new facilities, some existing buildings currently used as flex space must continue to be maintained even as the City also pays the cost of operating new facilities. For example, the City must maintain the new Fire Station 9 while continuing to pay for the maintenance and utilities of the former Fire Station 9, which is being used by Public Works as a base of operations for parks maintenance at Centennial Park.

The FY 2027 budget for the General Fund also includes the replacement of 15 vehicles and related equipment for $6.65 million. Major replacements include four Fire Rescue vehicles for $6.0 million, including two fire engines and two quints plus accessories. Other replacements include a Ford Escape or similar vehicle for Building and Permitting ($40,000), a Ford F-250 utility truck for Public Works Building Maintenance ($55,000), a Ford F-150 pickup, two Ford Transit vans, and one Toyota Prius for Parks and Leisure Services ($200,000), Parks Maintenance equipment including a backhoe, reel mower, and five-gang mower ($160,000), and Streets Maintenance equipment including a Ford F-350 flat-bed dump truck and solar message board ($100,000). Approximately $1.3 million in capital equipment purchases are recommended, which includes Fire Rescue SCBA air packs, auto-pulses, portable radios, apparatus cradle points, MDT mounts, and other related equipment; Parks and Recreation equipment, including bleachers, player benches, event barricades, weather/lightning detection equipment, storage shelving, LED solar light towers, and a utility cart; and Parks Maintenance equipment, including a baseball field striping machine. The General Fund includes $0.1 million resurfacing budget for Public Works.

The General Fund not only supports the majority of governmental functions in the City, but it also transfers a sizable portion of its revenues to other funds. The proposed transfers are as follows:

**General Fund Transfers**

| General Fund Transfer | FY 27 Recommended | FY 26 Adopted | Change | % Change |
|---|---|---|---|---|
| To Capital Projects Fund | $ 973,000 | $ 372,205 | $ 600,795 | 161.4% |
| To Debt Service* | 3,770,433 | 2,741,220 | 1,029,213 | 37.5% |
| To CRA | 621,661 | 569,177 | 52,484 | 9.2% |
| **Total** | **$ 5,365,094** | **$ 3,682,602** | **$ 1,682,492** | **45.7%** |

** Debt service transfer is only for non-General Obligation governmental debt service*

The transfers from the General Fund to other funds have increased by approximately $1.7 million, of which $1.0 million is due to the increase in the Debt Service Fund for estimated debt service costs associated with the anticipated loan for fire rescue vehicles. The CRA transfer increased by $52,484, or 9.2%, consistent with the increase in the City's required contribution to the CRA. The CIP transfer increased by $600,795, bringing the FY 2027 transfer to $973,000. CIP projects funded by the transfer include Glenwood Garden ($600,000), Main Street Pergola Replacement and Streetscape Enhancements ($113,000), Landscape Improvements ($100,000), Art Park ($60,000), Citywide Entry/Welcome Signs ($50,000), and Citywide Tree Canopy ($50,000).

Total General Fund expenditures are $97.4 million and total revenues are anticipated to be $89.6 million. Approximately $7.8 million in available fund balance, or reserves, is planned to be utilized to help balance the budget. This level of utilization is forecasted to maintain the City's reserves at 20.43% of General Fund expenditures. This is within the City Commission's policy of maintaining reserves within a range of 20 to 25% of General Fund expenditures.

## Community Redevelopment Agency Fund

The CRA has played an important role in supporting redevelopment, business assistance, and economic development activities in the City's downtown and broader CRA area. Over the past several years, the CRA has supported the OP3D planning effort, the Find It In Oakland Park campaign, and the City's redevelopment activities in the downtown. The City also completed its longstanding effort to convert $4.8 million received through Broward County's Redevelopment Capital Program from loans to grants, producing an annual savings of approximately $200,000 and total estimated savings of $3.2 million.

Unlike most traditional CRA organizations, Oakland Park's CRA is not funded by tax-increment financing. Regular operational expenses are funded primarily by transfers from the General Fund. For capital programming and major development incentives, the CRA has relied on a close partnership with Broward County to provide funding, including the interlocal agreement that will help finance approximately $5 million in City infrastructure costs related to the development of Horizon of Oakland Park.

Major redevelopment milestones have also continued in the downtown. The City Commission selected a joint venture by Kaufman Lynn Construction and the Falcone Group to redevelop the former City Hall property and adjacent parcels into Horizon of Oakland Park, a major mixed-use development expected to include more than 300 apartment units, structured public parking, new retail space, a "Woonerf," or living street, and other public improvements. The Horizon project has experienced delays, with closing now anticipated in November. The Sky Building has been completed, and City staff and operations have moved into the building, which now serves as the new City Hall. Due to the timing of completion, the property is not yet reflected on the tax roll but is expected to be included next year. Greenleaf Park also advanced during FY 2026, with construction beginning in March 2026 and expected to be completed within the fiscal year.

FY 2024, FY 2025, and FY 2026 were years of continued transition and implementation for the CRA. As part of an organizational restructuring, the CRA once again became an independent department overseen by a director-level position. This change places the CRA in a leadership role to help guide downtown redevelopment and broader economic development activities throughout the City. The City also expanded economic development efforts outside the CRA through a business incentive program for Qualified Census Tracts (QCT). During FY 2026, the QCT Business Incentive Program was expanded to include newly designated QCT 501 and future HUD-designated census tracts in Oakland Park.

During FY 2026, the CRA and Economic Development Department continued its business outreach, grant, and redevelopment efforts. A CRA Business Incentive Program grant was awarded to 221 E. Prospect Road, LLC for up to $20,000, supporting more than $40,000 in private investment. The department also hosted the School Partnership Breakfast with the Oakland Park School Advisory Board, coordinated more than six business grand openings, developed and published the FY 2025 CRA Annual Report, and submitted the report to Broward County. Since October 1, 2025, 255 businesses have opened in Oakland Park. The department also supported the City's Opportunity Zones application for designation and redesignation of eligible census tracts.

The FY 2027 budget for the CRA is $969,929, an increase of $53,430 over FY 2026. The budget is funded by a General Fund transfer of $621,661, use of prior year fund balance of $300,000, and rental revenue of $48,268. Funding for existing programming is maintained, including the Business Incentive Program ($60,000), Entrepreneurship Academy ($20,000), and Restaurant/Culinary Art Incubator Program ($20,000). The budget also includes $75,000 for yearly strategic plan initiatives, $20,000 for Placer AI, $7,560 for the Neighborly Grant Program, and $7,500 for utility art wrap maintenance.

Expenditures in the CRA for FY 2027 total $969,929, of which $621,661 is funded through a transfer from the General Fund. The remaining expenditures are funded by use of prior year fund balance, rental revenue, and other sources.

A separate adoption of the CRA's budget by the CRA Board will occur during September as part of the budget adoption process.

## Debt Service Fund

This fund pays all principal and interest payments for the City's governmental debt, meaning all debt other than debt related to the Enterprise Funds (Water & Sewer, Solid Waste, and Stormwater). The City utilizes debt for the acquisition of vehicles, municipal facilities and buildings, property acquisition, and the development and upgrading of recreational amenities. The proposed debt service budget for FY 2027 is $6.8 million, an increase from the FY 2026 adopted budget of approximately $5.8 million. The increase is primarily due to estimated debt service costs associated with the anticipated loan for the purchase of Fire Rescue vehicles.

The Debt Service Fund has two primary sources of revenue: transfers from the General Fund and the proceeds from levying the City's voter-approved debt service property tax. The City's debt service property tax can only be used to make debt service payments related to general obligation bonds approved by voters in November 2018 for the purposes of funding the City's facilities program, Building Our Second Century. A total of $40 million in general obligation bonds was approved by voters and issued in two tranches.

The first tranche was issued in June 2020 in the amount of $26 million. This first tranche funded the reimbursement of prior bond-related expenditures, planning and design efforts, and construction of Phase 1 projects. The City was assigned an "AA" credit rating by Standard and Poor's, demonstrating the very strong creditworthiness of Oakland Park. The bonds were sold at a total interest cost of 2.26% over the twenty-year lifespan of the bonds. The annual cost of the combined principal and interest payments for the 2020 Series G.O. Bonds is $2.0 million.

The 2020 Series General Obligation Bonds debt service millage rate for FY 2026 was 0.3311 mills. With the expansion of the City's property tax base, a reduced millage rate will generate funds sufficient to pay the required principal and interest. The FY 2027 budget recommends a debt service millage rate of 0.3136 mills, a reduction of 0.0175 mills, or 5.3%.

The second and final tranche was issued in February 2022 in the amount of $14 million. Standard and Poor's affirmed the City's "AA" credit rating, and the bonds were sold at a total interest cost of 2.585% over the twenty-year lifespan of the bonds. The 2022 Series General Obligation Bonds debt service millage rate for FY 2026 was 0.1799 mills. The recommended rate for FY 2027 is 0.1706 mills, a reduction of 0.0093 mills, or 5.2%. The annual cost of the combined principal and interest payments for the 2022 Series G.O. Bonds is approximately $1.0 million.

The combined debt service millage rate of the 2020 Series and 2022 Series General Obligation Bonds is 0.4842 mills, a reduction of 0.0268 mills, or 5.24%, from the FY 2026 rate of 0.5110 mills. Total debt service for the two General Obligation Bond series for FY 2027 is approximately $3.0 million. As part of the education and community outreach on the proposed bond program in 2018, the City estimated that the monthly cost of the bonds once fully issued would be less than $10 a month for the median, homesteaded single-family home. With all bonds issued, the debt service cost for the median, homesteaded single-family home is $102.59 a year, or about $8.55 a month. This is a decrease of $2.16 from the FY 2026 amount of $104.75, or approximately $0.18 per month.

The Debt Service Fund includes ongoing debt service for the City Hall leasehold improvement loans approved during FY 2024. The FY 2027 budget also includes estimated debt service costs associated with the anticipated loan for the purchase of Fire Rescue vehicles. Given the higher cost of borrowing, any vehicle and capital equipment debt financing for future consideration will continue to be evaluated with consideration of the City's overall debt service profile and the value of transfers required from the General Fund.

At the July 15, 2026 City Commission meeting, the City Commission will adopt the preliminary debt service millage rates that will appear on TRIM notices to be sent to Oakland Park property owners. The combined debt service millage for the 2020 and 2022 General Obligation Bond series is 0.4842 mills. Tentative and final debt service millage rates will be set during the September budget hearings.

## Enterprise Funds

### Water and Sewer Fund

The Water & Sewer Fund is the City's largest Enterprise Fund; the fund includes the Water and Sewer Divisions of Public Works and the Utility Billing Division of Financial Services. As an Enterprise Fund, it relies entirely on revenues generated from the utility fees paid by the City's water and sewer customers. The utility fees are set to ensure sufficient revenue to meet ongoing operational needs and to support capital infrastructure. The Fund also issues bonds and other debt that are secured solely through pledges of water and sewer revenue; these bonds and loans are used to fund major infrastructure projects to improve the long-term sustainability of the system. These bonds have their own credit ratings, unrelated to the City's general obligation bond credit rating. The Water & Sewer Fund's revenue bonds remain highly rated: they are rated by Standard and Poor's as "AA" and by Fitch Ratings as "AA-". Fitch Ratings also revised the outlook on the Water & Sewer Fund's revenue bonds from Stable to Positive.

The City's water and sewer utility service area does not cover the entirety of Oakland Park. Certain areas of the City are outside the service area and residents and businesses in those areas are direct customers of either Fort Lauderdale or Broward County. These areas are typically ones that were annexed into Oakland Park after they were already built and part of another existing utility system. An example of this is North Andrews Gardens, which was serviced by Broward County prior to annexation and remains within Broward County's service area.

The overall Water & Sewer Fund budget for FY 2027 is $31.2 million, an increase of about $1.3 million, or 4.3%, over the FY 2026 adopted budget of $29.9 million. General operating and personnel costs continue to reflect the impact of inflation, contractual costs, and the cost of purchased water and wastewater treatment. The budget also supports continued investment in the City's water and sewer infrastructure through the capital improvement program.

Promoting water conservation and sustainability remains a priority. Funding is provided in the budget to support water conservation measures, including outreach programming and the continuation of the low-flow toilet rebate program. Included in the proposed FY 2027 Water & Sewer Fund is $2.1 million in capital infrastructure projects. Major projects include lift station upgrades, sewer laterals upgrades, water main interconnections with Broward County, water main improvements, galvanized water service upgrades, and gravity sewer system upgrades, including CIPP lining, grouting, and manhole rehabilitation. Over the five-year capital improvement program, planned Water and Wastewater projects total $25.9 million. The FY 2027 budget also includes vehicle replacements totaling $335,000, including a Ford F350 dump truck and Ford F250 utility truck for the Water Division, and a Ford F450 utility truck with crane and Ford F350 flat-bed dump truck for the Wastewater Division.

The City  provides expanded payment options for utility customers. As part of the migration to Tyler Payments, the City launched online, phone, and interactive voice response payment options, and continues to absorb the convenience charges for credit card, debit card, and e-check payments. The City also continues to provide customers with the option to make cash payments at Amscot locations. These payment options provide customers with increased flexibility and reduce the need to mail a check or come to City Hall to make a payment.

The Water & Sewer Fund does not operate a water plant or a wastewater processing facility. All City-supplied water is purchased from Fort Lauderdale. Wastewater is sent to Fort Lauderdale and Broward County for processing. The cost of purchasing water and processing wastewater together represent the largest annual costs to the fund.

In February 2022, the City Commission approved a new agreement with the Central Region Large Use Wastewater System, which is operated by the City of Fort Lauderdale. The system members, in addition to Fort Lauderdale, include Oakland Park, Wilton Manors, and portions of Lauderdale-by-the-Sea, Port Everglades, and Davie. The new 20-year agreement maintains the existing rate-setting system but improves transparency and accountability by adding language that requires an annual audit of the Central Region Fund. Oakland Park continues to work with Fort Lauderdale on capacity allocation and discharge issues, which are important as the City continues to see residential development.

In 2019, Fort Lauderdale engaged in a water rate study, and new rates were implemented for the 2020 fiscal year. As part of this implementation, Fort Lauderdale began to levy a 25% surcharge on water sold to other municipalities, including Oakland Park, for the first time in the history of the relationship between the two cities. Although the surcharge is allowable under State law, Oakland Park did not agree that the surcharge could be imposed under the existing contract between the two cities. As part of efforts to resolve the dispute, a new long-term water agreement was negotiated and approved in August 2022. The agreement allows for the phased implementation of a surcharge over four years, ending with a final and maximum surcharge rate of 12.50%, effective October 1, 2025, and lasting until the end of the 25-year agreement. For FY 2027, the surcharge is fully phased in at 12.50% on all water purchases.

In June 2026, HB 1451 was approved by the Governor and became Chapter No. 2026-135, Laws of Florida. The new law affects municipal utilities that provide water and sewer service outside their municipal boundaries, including the surcharge charged by Fort Lauderdale on water sold to Oakland Park. Under the new law, Fort Lauderdale may continue charging the current surcharge only to the extent it is required by bond covenants for bonds issued on or before July 1, 2024. If no such bond covenant requirement applies, the surcharge must be eliminated by July 1, 2027. Otherwise, the surcharge must be phased out no later than July 1, 2029. The law also includes new reporting and public meeting requirements for municipal utilities that serve customers outside their boundaries.

The current Oakland Park water and sewer rate structure provides for programmed water and sewer rate adjustments to support operations, capital infrastructure needs, and the City's utility bond credit rating. The scheduled rate increases also provide for the pass-through of rate increases from Fort Lauderdale and Broward County. These programmed rate adjustments are intended to keep the fund on track to absorb increased operating costs and support the long-term capital needs of the utility system.

The last comprehensive study of Oakland Park's utility system was completed prior to the issuance of the 2010 and 2012 bonds. With new agreements for water purchases and sewer processing in place, Oakland Park completed its own Water and Sewer Master Plan and water and sewer rate study. Both the master plan and the rate study were presented to the City Commission in June 2025. To support more than $50 million in planned water and sewer infrastructure improvements, the consultants recommended a series of annual rate increases beginning in FY 2026, including a 4.0% increase to water rates and a 7.5% increase to wastewater rates each year through FY 2030 to fund the capital program and maintain financial stability.

## Stormwater Fund

The Stormwater Fund is the Enterprise Fund responsible for the construction, operation, and maintenance of the City's public drainage and stormwater management infrastructure. This infrastructure is responsible for the public areas of the City, such as roadways. It is not responsible for drainage and flooding issues on private property, which are the responsibility of the property owner. Flooding in Oakland Park is a challenge as the City exists in a topographical "bowl." Although not a coastal community, Oakland Park's water table and many canals are directly affected by sea-level rise, meaning that flooding issues are expected to grow in the future. Mitigating these issues requires a commitment to cultivating resiliency and improving the City's stormwater infrastructure.

The Stormwater Fund is funded by revenues generated by the citywide stormwater assessment. With the exception of governmental entities, all properties in Oakland Park are assessed for stormwater services through a non-ad valorem special assessment placed on the property tax bill. Properties are assessed using an equivalent residential unit (ERU) basis. Each residence is considered a single ERU; a parcel with two residences would be assessed for two ERUs, for example. For non-residential properties, the number of ERUs to be assessed is based on the impermeable surface area of the parcel, with every 1,507 square feet treated as one ERU. In 2003, the assessment, then included as part of monthly utility bills, was $72 per ERU. This was increased for the first time for FY 2016 to $84 per ERU.

In February 2020, the City Commission approved an update to the City's Stormwater Master Plan and a Flood Vulnerability Assessment study, funded in part by a grant from the State of Florida. The master plan's purpose was to identify the long-term needs for drainage infrastructure in the City, with emphasis on how to address the challenges of sea-level rise, flooding, and surface water quality. The master plan and accompanying rate study were presented to the City Commission in June 2022. The master plan identified fifteen projects at an estimated cost of $48.8 million to be constructed over a 15-year period. These projects range from the County-required raising of sea walls to improvements to outflow systems and pump stations. Funding these projects will require a combination of grants and low-interest loans through Florida's Clean Water State Revolving Fund program. The City received a grant to address stormwater concerns in the western area of the City, but due to a lack of cooperation from the Lake Emerald Condominium Board, will be unable to pursue the project.

The rate study recommended a $30 increase to the existing assessment of $84 per ERU. The Commission approved this recommendation and the rate for FY 2023 was set at $114 per ERU, the second increase over a 20-year period. The study also recommended subsequent increases that would result in a rate of $145 per ERU by FY 2027. The gradual increase in rates was intended to provide the revenue capacity to service payments to the state revolving loan program loans, while also taking growing operational and construction costs into account.

For FY 2027, it is recommended that the stormwater assessment rate be increased to $145 per ERU in accordance with the stormwater master plan and rate study. The proposed rate increase of $7 per ERU will provide additional funding to support stormwater operations, capital infrastructure, and future debt service associated with projects identified in the Stormwater Master Plan.

The recommended Stormwater Fund budget for FY 2027 is $6.8 million, a decrease of $11.6 million from the FY 2026 adopted budget of $18.4 million. This decrease is due primarily to the reprogramming of the timing of SRF-funded projects and does not reflect a reduction in the City's commitment to stormwater infrastructure. The FY 2027 stormwater capital program includes approximately $1.9 million in projects, with approximately $28.7 million planned over the five-year capital improvement program. Major FY 2027 projects include Dewey Hawkins Landing, Cherry Creek Dredging, curbing and swale grading for drainage improvements, storm drainpipe lining, Floranada Business District pump stations and drainage wells, the City Northwestern Lakes Stormwater Interconnection Project, critical outfall structures, the NE 2nd Avenue and East Oakland Park Boulevard pump station, raising and replacing flood barriers, North Coral Lakes

drainage improvements, NE 48th Street and NE 15th Way / NE 16th Avenue drainage improvements, and East Coral River improvements. These projects are expected to be funded through a combination of Stormwater Fund balance, grant funding, and SRF or other external financing.

No vehicle or equipment replacements are included in the FY 2027 Stormwater Fund budget.

The City will continue the placement of the annual assessment for the Stormwater program on the property tax bill. During the July 15, 2026 Commission meeting, the City Commission will adopt the preliminary stormwater assessment rate that will appear on TRIM notices sent to Oakland Park property owners. The final stormwater assessment rate will be set during a special meeting of the City Commission to be held on September 14, 2026.

## Solid Waste Fund

The Solid Waste Fund has two primary revenue sources: a non-ad valorem special assessment for residential customers and monthly utility service charges for commercial services. The residential special assessment program applies to parcels with no more than four dwelling units and replaced a monthly utility bill in FY 2012, at which time the residential fee was set at $300 per residential unit. Parcels with five or more dwelling units continue to be charged via utility bills. In FY 2013, the $300 residential fee was reduced by $45 to $255 in response to challenges posed by the recession. For FY 2014, this rate was further reduced by $50 to $205. This resulted in a total rate decrease over a two-year period of $95, or 32%. Reductions in the commercial rates also occurred during this time. These changes resulted in a recurring revenue reduction of approximately $1.2 million per year and significantly depleted fund reserves.

In FY 2022, a rate study was conducted and concluded that Oakland Park's rates were not sustainable and recommended phased rate adjustments to support the financial stability of the Solid Waste Fund. Based on the results of that study, a solid waste residential rate of $280.50 per dwelling was approved for FY 2023, along with a 10% increase in commercial rates. During FY 2023 and FY 2024, the City experienced significant increases in the cost of providing solid waste services, including higher recycling processing costs, dumpster maintenance and repair costs, and disposal costs. These increases resulted in additional rate adjustments, including a residential solid waste rate of $310 per dwelling unit for FY 2024 and an 11% increase in commercial rates.

In December 2023, the City Commission approved new solid waste disposal agreements with Waste Connections and Waste Management. Waste Connections, the City's vendor for regular solid waste disposal, increased its rates by 38% to $61.50 per ton, well in excess of the 28% that had been anticipated. Waste Management increased its rate for bulk trash disposal by 31%, raising the rate per ton from $41.35 to $54.00. Due to the magnitude of these increases, the FY 2024 budget was amended to utilize additional reserves. During FY 2025 and FY 2026, costs for the fund continued to escalate.

During FY 2026, the City completed an updated solid waste rate study, which was presented to the City Commission on June 17, 2026. The updated study reviewed historical and current operational and financial data and projected the future financial performance of the Solid Waste

Fund. The study noted that the financial factors and assumptions used in the prior rate study had changed, including salary and benefit costs, disposal fees, fleet replacement needs, and other cost inflation factors. The study also considered the potential operational and financial impacts of the countywide interlocal agreement for recycling and disposal services, although those impacts cannot yet be fully estimated.

The updated rate study confirmed that rate adjustments are still needed to maintain the financial stability of the Solid Waste Fund, support operating costs, fund fleet replacement, and maintain unrestricted reserve targets. Without rate increases, the fund is projected to be rapidly depleted over the next few years. Based on current conditions and the results of the updated rate study, the FY 2027 budget recommends a $4 increase in the current residential solid waste assessment rate of $340 bringing it to $344 per dwelling unit, and a 12.5% increase in commercial rates. These adjustments are intended to address current operating and capital needs while preserving sufficient reserves for future fleet replacement and emergency debris removal needs.

The total budget of the Fund for FY 2027 is about $11.6 million, an increase of approximately $0.6 million from the FY 2026 adopted budget. Staffing levels remain unchanged. Operating and capital costs continue to be the major drivers of the fund. The combined budget for regular solid waste, bulk trash, and recycling disposal is projected to be $3.9 million, reflecting an increase of approximately 5.9%. The FY 2027 budget also includes cash-funded solid waste fleet replacements totaling $1.525 million. Major replacements include two side-load refuse trucks, one Acterra/Peterson loader, and two Peterson loader grapple trucks.

The ability to continue to utilize reserves to fund capital purchases is limited. Reserves must be replenished to provide for emergency management costs and debris removal that may be incurred during major storm and hurricane events. The Solid Waste Fund is a capital-intensive operation; the typical front-line life of a solid waste truck is seven years and the cost of replacing just a single refuse truck can easily exceed $0.4 million. As an Enterprise Fund, it is necessary that the City set user rates to provide for the financial resources needed to operate this important service. Continued rate adjustments will be needed in subsequent budget years to maintain financial sustainability, match operating revenues with operating expenses, and provide resources for the replacement of solid waste vehicles and equipment.

The City Commission is currently assessing the County's Interlocal Agreement establishing the Broward County Solid Waste Disposal and Recyclable Materials Processing Authority. The Commission will determine whether participation in the Authority is in the City's best interest. The Authority is currently in the planning and organizational stages and has not yet commenced operations. Adjustments to the City’s solid waste system can be expected in the future to reflect the implementation of the authority. It is hoped that these countywide efforts, once realized, will help control solid waste costs in the near future, but it is anticipated that Oakland Park’s residential and commercial rates will still need to be adjusted to cover the cost of operations.

The City will continue the placement of the annual residential solid waste assessment on the property tax bill. On July 15, 2026, the City Commission will adopt the preliminary assessment rate that will appear on TRIM notices sent to Oakland Park property owners. The final assessment rate will be set during a special meeting of the City Commission to be held on September 14, 2026. Monthly commercial billing rates are set via Resolution, which will be included as part of the final budget adoption in September.

# Capital Improvement Program

**Building on a Decade of Strategic Investment**

The City of Oakland Park's Capital Improvement Program (CIP) serves as the roadmap for investing in the infrastructure, facilities, parks, and public spaces that support the City's long-term vision. The City's capital investments for years had to be concentrated on addressing critical underground infrastructure needs, including water, sewer, and stormwater systems funded primarily through utility revenue bonds. As these foundational improvements progressed, the City could then move its focus toward modernizing public facilities, enhancing parks and recreational amenities, advancing mobility initiatives, and improving community resiliency. With many of the City's critical utility investments underway, capital planning evolved to encompass a broader vision. The program expanded to include projects that enhanced parks and public spaces, strengthened pedestrian and bicycle connectivity, improved neighborhood aesthetics, and advanced the City's long-term goals for sustainability, resiliency, and quality of life.

A significant turning point occurred in 2018 when more than two-thirds of Oakland Park voters approved a $40 million General Obligation Bond referendum. Combined with substantial federal, state, county, and grant funding, the Building Our Second Century initiative launched a transformative period of investment that continues to reshape the community today.

The City's Capital Improvement Program has grown considerably since FY 2020, when the adopted CIP totaled $3.8 million and focused primarily on planning and design efforts for future projects. By FY 2021, the program had expanded to $12.4 million as bond-funded projects moved into implementation, including the groundbreaking of City Centennial Park Phase 1 and major roadway improvements along NW 21st Avenue, Prospect Road, and Powerline Road.

During FY 2022 and FY 2023, the Capital Improvement Program further accelerated this momentum, growing to more than $27 million and $30 million, respectively. During that period, construction began on several cornerstone Facility projects, including the North Andrews Gardens Community Center, Fire Station 9, and the Public Works Facility. The City also completed significant park projects, with the opening of City Centennial Park Phase 1; the fully renovated Dr. Carter G. Woodson Park, with new playground areas with rubberized surfaces, expanded parking, enhanced lighting and security, and renovated basketball courts; the opening of the Middle River Promenade, a scenic, publicly accessible pedestrian trail; and Wag Park at Giusti Heart Par Cours, adding new parking and a new dog park. Streetscape, and mobility improvements included sidewalk improvement projects in the Lakeside neighborhood and surrounding Oakland Park Elementary School, and advanced resiliency investments through facility hardening and stormwater planning initiatives.

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In FY 2024, the City's focus expanded to include the future City Hall buildout within the Sky Building, continued implementation of the Stormwater Master Plan, and the completion of the North Andrews Gardens Community Center, the first bond-funded facility delivered through the Building Our Second Century initiative. The FY 2024 Adopted CIP totaled $26.1 million, encompassing more than 25 distinct projects with more than half of the program's funding that year supported through grants, reflecting the City's continued success in leveraging external funding sources.

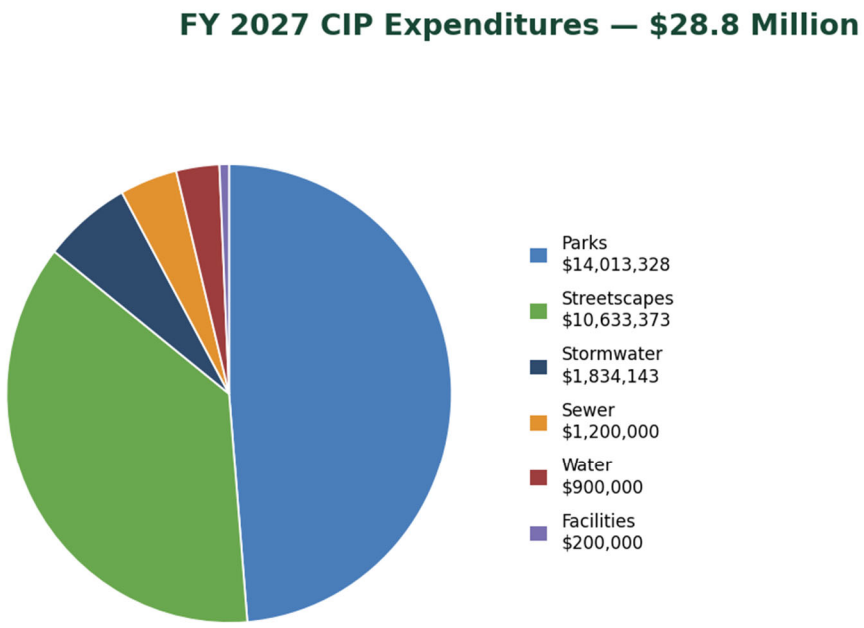
The FY 2025 and FY 2026 Capital Improvement Programs represented some of the largest and most ambitious in the City's history, advancing over $70 million in planned investments across facilities, parks, transportation, and stormwater infrastructure. Major milestones included the completion of Fire Station 9 and the Public Works Facility, which included the relocation of staff and operations to the new state-of-the-art facilities. The Library design and construction moved forward at City Centennial Park, as well as the advancement of the next phases of Centennial Park planning and design to be completed by our City’s Centennial. Implementation of priority stormwater projects, and design and construction activities at Veterans Park, Royal Palm Park, Steven’s Field and a second phase of Guisti Heart Par Cours Park and infrastructure improvements, such as the NE 13 Avenue Project sidewalk and drainage improvement project, the City Northwestern Lakes Stormwater Interconnection project and the NE 6th Avenue Pump Station Project. These investments further strengthened the City's commitment to resiliency, mobility, and quality-of-life enhancements while continuing to leverage significant grant funding opportunities.

Today, the Capital Improvement Program reflects the cumulative impact of these investments and the City's long-term commitment to strategic infrastructure planning. The projects included in the FY 2027 CIP build upon this momentum and continue the transition from transformational facility investments toward a balanced portfolio of resiliency, infrastructure, mobility, and community enhancement projects designed to serve Oakland Park for decades to come.

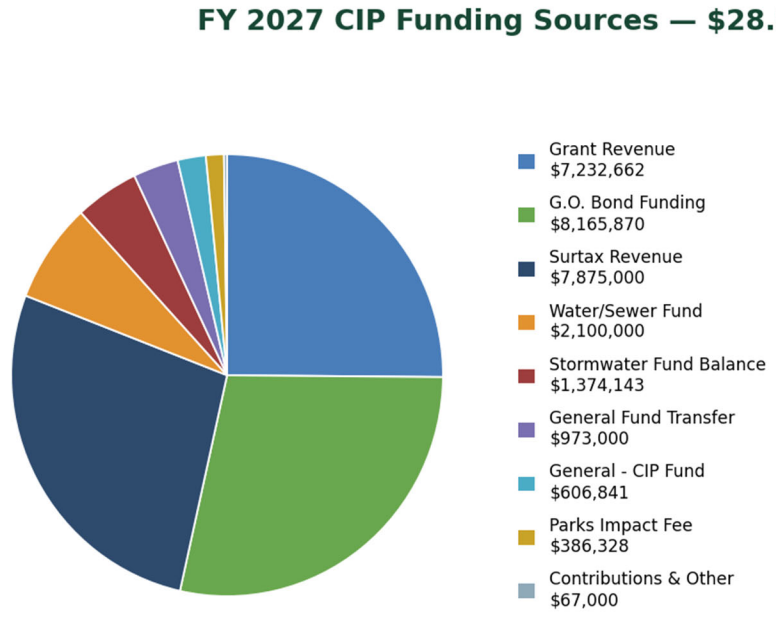
**FY 2027 CIP Overview**

The proposed FY 2027 CIP totals $28.8 million across 24 projects. External funding continues to play a critical role, with approximately $16.9 million (50%) of the program supported by grants, transportation surtax revenues, private contributions, and external financing sources. The balance is funded through General Fund transfers, impact fees, and available fund balances, and Enterprise Funds such as Stormwater Fund revenues, as appropriate.

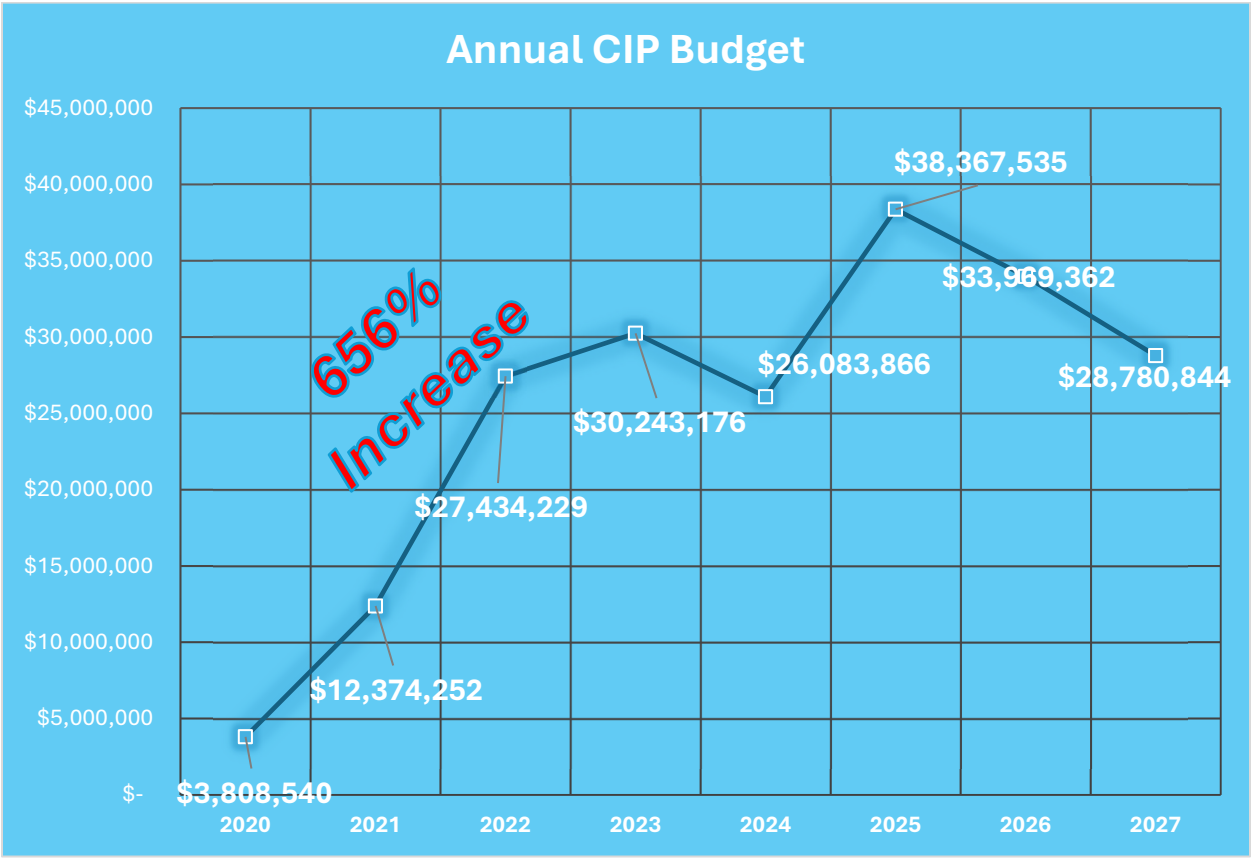
While external funding continues to provide critical resources for advancing major capital projects, it also introduces challenges that must be carefully managed. Delays in funding appropriations, evolving grant requirements, and the competitive nature of discretionary funding programs can impact project schedules and may require projects to be phased, re-scoped, or postponed. Continued volatility in construction costs, material pricing, and market conditions further complicates project budgeting and delivery, requiring the City to remain flexible and strategic in its approach to capital planning.




*FY 2027 CIP Expenditures by category ($28.8 million)*




*FY 2027 CIP Funding Sources ($28.8 million)*




*Annual CIP Budget, FY 2020–FY 2027*

These investments are intended not only to maintain existing infrastructure and services, but also to support Oakland Park's continued evolution into a more resilient, accessible, sustainable, and economically vibrant community.

## Major Investments in FY 2027

### Facilities and Parks Projects

Facilities and park investments account for approximately $14.2 million of the FY 2027 Capital Improvement Program. The City's most significant recreational investment remains the continued implementation of the Building Our Second Century Bond Program. Construction is scheduled to begin on City Centennial Park during FY 2027 and will transform the central and southern portions of the park into a major community destination, adding five acres of new park land and featuring new parking areas, walking trails, outdoor gathering spaces, a raised performance venue, urban forest elements, plazas, and enhanced entry features. The project is supported by a combination of bond proceeds and more than $4 million in state, county, and federal grant funding.

Additional bond-funded work includes $50,000 for environmental remediation activities at Centennial Park and $200,000 for Fire Station 87 improvements. The City also continues planning for the future Fire Station 20 replacement project.

In addition to City Centennial Park, several neighborhood park and recreational facility improvements are planned. The City will begin construction of the Dewey Hawkins Landing Improvements Project, budgeted at $1.74 million, to replace the existing boat dock and canoe/kayak launch and restore safe public access to the waterfront. The project is supported by approximately $900,000 in grant funding from multiple environmental and boating access programs.

The City will begin the construction phase of Glenwood Garden, with approximately $1.1 million budgeted in FY 2027. Funding includes the generous donation of Mr. John Scheer, a local resident and philanthropist whose support continues to enhance Oakland Park's public spaces, Parks Impact Fees, General Fund support, and grant funding. Located within the downtown area, Glenwood Garden will provide a unique passive recreation and gathering space that complements ongoing downtown redevelopment efforts.

Several additional park and recreation initiatives remain in the CIP for future funding opportunities, including improvements at Bark Park, Dillon Tennis Center, Royal Palm Park, Wimberly Field, and other recreational facilities. The City also continues to evaluate lighting upgrades, park signage improvements, and facility enhancements as funding becomes available.

**Streetscape, Mobility, and Neighborhood Improvements**

Streetscape, mobility, and neighborhood enhancement projects total approximately $10.6 million, representing nearly 32 percent of the FY 2027 CIP. The largest investment is the Citywide Mast Arm Conversion Project, funded through $7.9 million in Broward County Transportation Surtax revenues. This initiative will replace existing span-wire traffic signal systems with more resilient mast arm assemblies at signalized intersections throughout the City, improving reliability and storm resistance.

The NW 21st Avenue Improvements Project, funded through approximately $1.7 million in Complete Streets and Localized Initiatives Program (CSLIP) funding will be constructed by FDOT. The project will improve roadway conditions south of Oakland Park Boulevard and provide bicycle facilities for the corridor north to Commercial Boulevard, enhancing multimodal mobility and safety. Additionally, the City will begin planning and design activities for the NE 34 Court Roadway Improvement Project, supported by federal transportation funding.

Other FY 2027 mobility investments include CRA West Dixie Side Street Improvements ($606 thousand), Citywide Entry and Welcome Signage ($50 thousand), Citywide Tree Canopy Improvements ($50 thousand), and the initial phase of Main Street Pergola Replacement and Streetscape Enhancements ($113 thousand). These projects support neighborhood identity, economic development, downtown activation, and the City's broader placemaking objectives.

**Stormwater, Water, and Sewer Infrastructure**

Stormwater, water, and wastewater infrastructure projects account for approximately $7.7 million, or 26 percent, of the FY 2027 Capital Improvement Program. These investments continue the City's long-term strategy of improving infrastructure resiliency, reducing flooding risks, and maintaining regulatory compliance.

Water and wastewater projects include $2.1 million for water main improvements, $500 thousand for galvanized water service replacements, $1 million for gravity sewer rehabilitation through lining and grouting, $300 thousand for additional water system interconnections with Broward County, $100 thousand for lift station upgrades, and $100 thousand for sewer lateral rehabilitation improvements. These projects will improve system reliability, reduce infiltration and inflow, and strengthen emergency preparedness capabilities.

Stormwater investments total approximately $5.6 million and focus on implementing priority recommendations from the City's Stormwater Master Plan. Major projects include the Floranada Business District Pump Stations and Drainage Wells Project ($143 thousand), raising and replacing flood barriers ($650 thousand), Cherry Creek dredging ($50 thousand) to address sediment buildup and restore natural tidal flow, and ongoing storm drainpipe lining and drainage maintenance initiatives. Stormwater project also includes the Dewey Hawkins Landing project ($941 thousand) which will restore safe access to the site, maintain operational access for stormwater maintenance activities, and support shoreline and site stabilization. Together, these projects represent a substantial investment in flood mitigation, infrastructure resiliency, and long-term stormwater system maintenance.

The FY 2027 Capital Improvement Program reflects the City's continued commitment to investing in critical infrastructure, public facilities, parks, and mobility improvements while maintaining a disciplined approach to financial management. As projects progress and new opportunities emerge, the program will continue to evolve in response to changing funding availability, economic conditions, regulatory requirements, and community priorities.

Successfully delivering a capital program of this scale requires flexibility and careful coordination. Project schedules, scopes, and funding strategies are routinely evaluated to align available resources with the City's highest priorities. Through strategic planning, phased implementation, and the continued pursuit of external funding, Oakland Park remains focused on advancing projects that strengthen community resilience, support economic vitality, and enhance quality of life for residents.

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**Future Years**

The five-year Capital Improvement Program through FY 2031 anticipates approximately $97.9 million in capital improvements. This includes $28.8 million in streetscape and mobility projects, $14.3 million in parks, $5.0 million in facilities, $25.9 million in water and wastewater infrastructure, and $28.7 million in stormwater improvements. These investments are supported through a combination of enterprise fund revenues, General Fund contributions, General Obligation Bond proceeds, transportation surtax revenues, grants, private contributions, and external financing. As with any long-range planning document, the Capital Improvement Program will continue to evolve as conditions change. Project schedules, funding strategies, and implementation priorities may be adjusted based on Commission direction, emerging infrastructure needs, grant opportunities, economic conditions, and other factors that influence the City's ability to deliver projects.

Maintaining a sustainable capital program requires long-term financial planning and the identification of reliable funding sources. Many of the City's utility and stormwater projects are supported through enterprise funds and external financing mechanisms, including the State Revolving Fund loan program. These funding sources are supported by user fees and periodic rate adjustments necessary to maintain service levels and fund future infrastructure needs. In contrast, parks, public facilities, and transportation enhancements generally rely on a combination of General Fund support, voter-approved bond proceeds, grants, surtax revenues, impact fees, and other external funding sources. As major capital investments are completed and new facilities come online, the City must also plan for the ongoing operational, maintenance, and staffing costs associated with these assets.

The FY 2027-2031 Capital Improvement Program reflects the City's continued success in leveraging external funding to advance community priorities. More than one-half of the FY 2027 program is supported by grants, transportation surtax revenues, private contributions, or external financing. While these funding sources allow the City to undertake projects that might otherwise be financially unattainable, future funding availability remains uncertain. Several projects included in the five-year plan remain partially funded or unfunded and will require the identification of additional revenue sources before implementation. The City will continue to pursue grant opportunities, legislative appropriations, transportation surtax funding, and strategic partnerships to maximize available resources and reduce the financial burden on local taxpayers.

The FY 2027 Capital Improvement Program reflects Oakland Park's continued commitment to maintaining and enhancing the infrastructure that supports a safe, resilient, and thriving community. Through careful planning, strategic investment, and responsible financial management, the City remains focused on delivering projects that improve quality of life, strengthen economic vitality, and position Oakland Park for long-term success. As future capital needs emerge, the City will continue to evaluate project priorities and funding strategies to ensure investments remain affordable, sustainable, and aligned with the community's long-term vision.

The FY 2027 Capital Improvement Program will be presented for final Commission consideration and adoption as part of the annual budget process in September.

## Citywide Staffing Levels

Compensation costs continue to represent the largest category of expenditure for City operations and remain a significant driver of the General Fund (approximately 38% of the General Fund's budget is strictly compensation costs). When personnel costs of Oakland Park's BSO contract employees are included, this cost grows to more than 65%. When personnel costs of Oakland Park's BSO contract employees are included, this cost grows to more than 63%. During economic downturns, reduction in staffing levels typically occurs: the General Fund reduced total staff positions by one-third during the prior recession. A similar reduction is something the City seeks to prevent in the future to avoid disruptions in service delivery to residents and also disruptions in the lives of our employees and their families.

This administration has maintained a conservative philosophy regarding staffing levels. Existing and future vacancies are evaluated to ensure that the functions of the vacant position cannot be filled by some other adjustment to the current departmental organization or increased efficiency in processes. With the exception of first responders, additions to staffing have been chiefly predicated on the ability to largely offset new compensation costs through reductions in contractual services costs, increased revenues, or the elimination of vacant positions. Due to this philosophy, the City's staffing level remains below 2007 levels, when the number of total positions in the City's budget was 344. These numbers exclude short-term, temporary internship positions and the staffing count of the local Oakland Park Sheriff's District.

No staffing additions were requested as part of the FY 2024 budget and no new positions were requested during the fiscal year through budget amendments, although position changes were made as part of the reorganization of various departments and divisions. As part of the FY 2025 budget, the City Commission approved the creation of four new positions. Two new ITS positions were created, a GIS Administrator and a GIS Technician, as part of efforts to bring geographic information systems in-house instead of relying on outside consultants. An Administrative Assistant for Building & Permitting was approved to assist in the management of the City's 40-year building inspection process. The Volunteer Services Manager for Parks & Leisure Services was also approved as part of efforts to grow the City's volunteer program. These four additions brought the total number of City positions to 329.

The FY 2026 budget included the addition of two new positions, increasing the City's staffing from 329 to 331 positions. These positions were an External Relations & Communications Specialist in the Engineering and Community Development Department and a Plans Examiner/Inspector position in Building and Permitting to help manage the increasing volume and complexity of development activity in the City.

The recommended budget for FY 2027 proposes the addition of two new positions, increasing the City's staffing from 331 to 333 positions:

| Department / Division | Title | Grade | General Fund Cost |
|---|---|---|---|
| Human Resources | Human Resources Manager | 34 | $110,101 |
| Building and Permitting | Code Enforcement Officer* | 24 | $67,592 |
| **TOTAL** | | | **$177,693** |

**Funded by permitting revenues.*

A Human Resources Manager position (Grade 34, $110,101) is recommended to provide additional capacity and support for citywide human resources functions, including recruitment, retention, employee relations, and personnel administration. A Code Enforcement Officer position is also recommended in the Building and Permitting Division (Grade 24, $67,592, funded by permitting revenues) to support code compliance activities and continued development-related workload. The Code Enforcement Officer position is funded by permitting revenues.

The FY 2027 budget also includes a position change from Business License Supervisor to Code Technician. This position remains at the same grade and does not increase the City's overall staffing count.

Although BSO District staff are not City employees, the FY 2026 budget included a change to the Oakland Park District staffing structure. One Uniformed Patrol Deputy Sheriff position was added, increasing sworn staffing from 88 to 89 positions. To help offset the cost of this change, two Community Service Aide positions were eliminated, reducing non-sworn staffing from 11 to 9 positions. As a result, total BSO District staffing decreased from 99 to 98 positions. The FY 2027 proposed budget maintains the same BSO staffing level of 98 positions, consisting of 89 sworn and 9 non-sworn positions.

The City applied for a FEMA Staffing for Adequate Fire & Emergency Response Grant during FY 2026 for five firefighter/paramedic positions but was not awarded funding. The City has submitted a new SAFER Grant application for FY 2027. No grant revenue or personnel costs related to this grant are included in the proposed FY 2027 budget. If awarded, a budget amendment would be prepared for consideration during the fiscal year.

Given the potential impact of proposed property tax reform and other budgetary uncertainties, the City will continue to evaluate vacancies carefully before they are filled. The goal is to maintain service levels while ensuring that staffing decisions remain financially prudent and aligned with long-term revenue conditions.

## Retirement Costs

Oakland Park has two City pension plans: the General Employees' Pension Plan and the Police & Fire Rescue Plan. Both City plans are closed, and new employees are members of the Florida Retirement System.

Within the General Fund, the cost of retirement benefits for FY 2027 is projected to be $9.54 million, a decrease of $914,784, or 8.75%, from FY 2026. The decrease is primarily due to a reduction in the required contribution to the closed Police and Fire Pension Plan, which decreases from $5.42 million to $4.00 million. This reduction is due to the extension of the smoothing period for the unfunded actuarial accrued liability. The decrease is partially offset by an increase in Fire Rescue FRS costs, which increased by $652,607, or 29.03%.

The General Employees' Pension Plan has no required contribution for FY 2027 due to the plan's strong funded status, however, the budget includes an $80,000 advance contribution to help mitigate the risk of a larger contribution requirement in a future year. Other FRS and pension costs remain largely unchanged, with a slight decrease due to lower contribution rates for general employees and management positions.

The Police and Fire Pension Plan is the City's other local plan. The police plan component was effectively closed when Oakland Park began contracting for police services with the Sheriff's Office in 2000. In 2018, the Commission approved a labor contract with the fire union that included closing the fire side of the Police & Fire Pension Plan to resolve longstanding pension concerns. Existing vested members of the plan were given the opportunity to stay within the City plan and continue to accrue benefits or could elect to join the Special Risk Class of FRS.

The transition to FRS raised costs for the City now but is projected to result in longer-term savings and, more importantly, provide financial stability to the City's Police and Fire Pension Plan for the benefit of public safety retirees and City taxpayers who support these pension benefits. The City is legally committed to funding the closed local pension plan while concurrently funding FRS benefits for current employees. Future contributions to the closed plan will continue to be affected by investment performance, actuarial assumptions, amortization periods, and the remaining unfunded actuarial accrued liability.

## Salary and Wages

The City has three labor unions: the International Association of Firefighters, the American Federation of State, County, and Municipal Employees, and the Federation of Public Employees. AFSCME represents the City's employees in clerical positions and FOPE represents foremen, utility technicians, equipment operators, and other similar positions in Public Works. Both of these unions represent general employees, and consistent effort has been made to maintain parity between AFSCME and FOPE with regard to wage and benefit increases. IAFF represents the City's firefighters, who are the only public safety employees directly employed by Oakland Park.

The City reached successor labor agreements with FOPE and AFSCME for the two-year period beginning October 1, 2025. These agreements include a 4% wage increase each year of the contract. The City is in negotiations with IAFF regarding a successor agreement for Fire Rescue employees. The proposed FY 2027 budget includes funding assumptions related to the ongoing IAFF negotiations, but the final financial impact will depend on the terms of the successor agreement once approved.

Personnel costs remain a significant driver of the City's operating budget. Wage increases, health insurance costs, FRS contribution rates, pension costs, overtime, and staffing needs all affect the cost of maintaining current service levels. The City will continue to evaluate compensation levels to remain competitive in the labor market while balancing the long-term financial impact of wage and benefit increases.

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## Future Considerations

Although inflation has slowed from the high levels experienced in prior years, the cumulative effect of inflation continues to affect wages, goods, services, construction materials, and operating costs. This challenge comes at the same time that housing costs in South Florida remain high and local governments continue to compete with both the private sector and other public employers for qualified employees.

City operations can only be successful by recruiting and retaining competent, skilled employees. This requires competitive wages and benefits. When compared to the private sector, local governments lack the structural flexibility to easily adjust salaries and benefits for recruitment and retention efforts. Salary compression issues emerge when new hires are paid at rates near or exceeding existing employees. Local governments also lack the flexibility to reduce benefits and wages during economically challenging times. Benefits and wages, once granted, cannot be reduced easily and often require negotiations and labor contracts.

Funding compensation increases is also difficult. Unlike private companies that can adjust prices and fees with greater ease, there is no functional ability to adjust City revenues in any meaningful way after the adoption of the property tax and special assessment rates. Many City revenue streams are limited in how they can be used. Permit revenue, for example, cannot be used to fund wage increases for solid waste drivers. Cities are publicly funded; funding to improve compensation in the public sector comes from raising revenues that directly impact the financial well-being of residents and businesses in Oakland Park. These issues represent a major challenge to Oakland Park and other cities.

Oakland Park has seen tangible success from efforts to remain marketable. During FY 2022, the City lost many solid waste drivers to the private sector and struggled to attract qualified candidates to fill vacancies. The Public Works and Human Resources Departments worked to reorganize the position structure of the Solid Waste Division to create incentives to attract new hires and retain existing employees. These efforts included temporary incentives for new hires, the structural redesign of positions, and the creation of a skills-based automatic progression system to retain new drivers and attract new applicants. The success of these efforts led to the Commission’s approval of expansion of the auto-progression structure to other Public Works divisions during FY 2023 and then for various positions in the Financial Services Department in FY 2024. Additional progression systems continue to be considered elsewhere in the City to provide a career path for current and prospective employees.

Oakland Park has maintained a conservative staffing philosophy, keeping positions below 2007 levels. The City has worked diligently to provide wage adjustments that are equitable and reflective of the outstanding customer-service focused work performed by employees, while also ensuring that staffing and compensation decisions do not place unreasonable burdens on taxpayers.

## Long-Term Outlook

As Oakland Park continues Building Our Second Century, the City remains focused on balancing strategic growth, infrastructure investment, operational sustainability, and responsible financial stewardship.

The FY 2027 budget reflects continued commitment to thoughtful planning, disciplined financial management, strategic investment, and long-term decision-making intended to preserve the City's momentum while maintaining flexibility to respond to evolving economic and operational conditions.

The City also recognizes that transformational investment requires long-term operational planning. As new infrastructure, facilities, parks, mobility improvements, and redevelopment projects continue coming online, Oakland Park must continue planning for:

- maintenance obligations;
- staffing impacts;
- operational costs;
- lifecycle replacement needs;
- resiliency requirements;
- and future community expectations.

The City Commission has emphasized throughout planning discussions the importance of ensuring that Oakland Park's future growth remains connected to neighborhood character, accessibility, sustainability, and long-term community identity. The City's ongoing investments in infrastructure, redevelopment, mobility, public spaces, resiliency, and operational modernization continue supporting this broader vision for Oakland Park's future.

Oakland Park continues positioning itself as a resilient, connected, and forward-looking community through strategic redevelopment, infrastructure modernization, environmental stewardship, and investment in the people, places, and public services that define the City's identity and future.

In recent years, Oakland Park has enjoyed the favorable tailwinds of an expanding national and regional economy. Under the Commission's leadership, those years were well-planned and well-managed, with budgets funding major projects and initiatives implemented to address quality-of-life issues, improve infrastructure, enhance services, and attract redevelopment.

The tangible results of these efforts are visible throughout the community - from City Park and the Harlem McBride Community Garden, to the Middle River Promenade at Blys, the Oak Tree Greenway, new organic markets, the Sky Building, and other redevelopment activity. These investments help show that Oakland Park remains on the move, both figuratively and literally, as the City continues Building Our Second Century.

## Closing

The FY 2027 budget reflects the collective efforts of the City Commission, City staff, residents, businesses, and community stakeholders working together to support Oakland Park's continued progress and long-term vision.

I would like to thank City Department heads for their leadership and guidance throughout the budget development process, as well as the City's rank and file employees whose continued dedication and professionalism support the delivery of essential services to the community each day.

I also wish to thank Oakland Park residents, businesses, and community partners for their continued engagement, support, and investment in the future of our City.

Together, we will continue Building Our Second Century through thoughtful planning, strategic investment, operational excellence, and responsible stewardship of public resources.

## Proposed Budget Calendar

The progression through adoption of the FY 2027 budget involves a series of Regular and Special City Commission meetings. Each of these meetings allows for additional opportunity to clarify the recommendation and receive Commission and citizen input. Below are the critical dates that are currently scheduled:

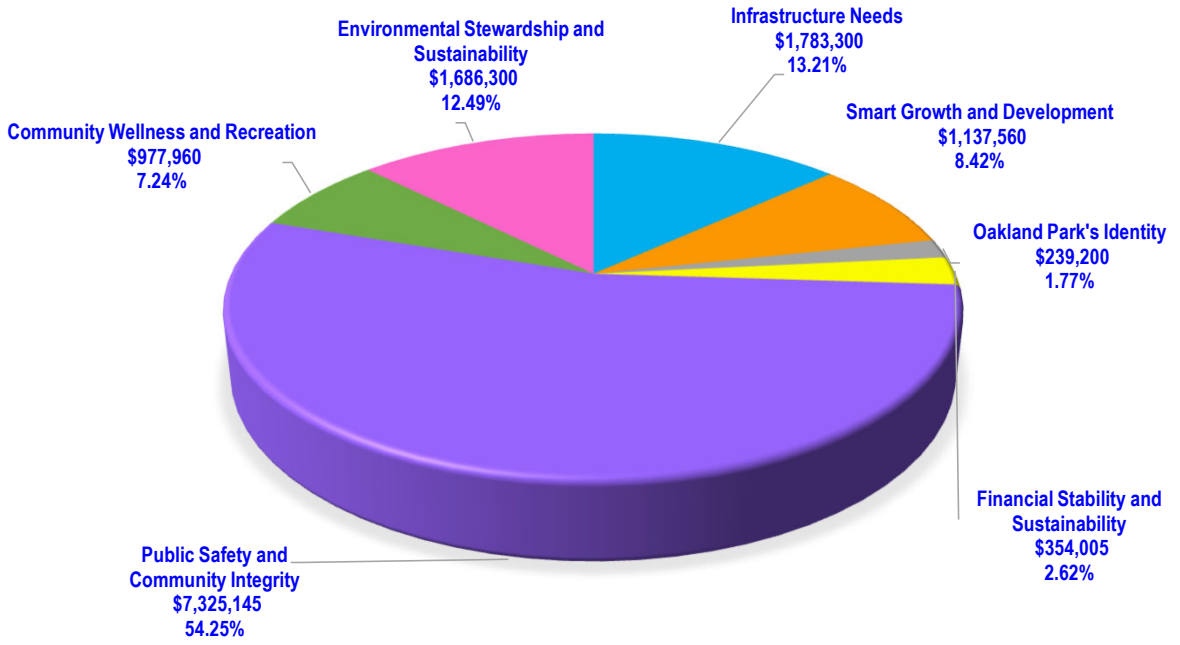
- July 8, 2026 Distribution of the FY 2027 Recommended Budget;
- July 15, 2026 City Manager's Budget Presentation to Commission; Set time, date and place of the first Public Hearings for the Tentative Millage Rates and Budget and the Final Assessment Rates for Fire, Stormwater and Residential Solid Waste; Adopt Preliminary Millage Rates, Fire, Stormwater & Residential Solid Waste Assessments for TRIM Notice;
- September 9, 2026 Public Hearing: Adopt Tentative Millage Rates & Tentative Annual Budget; tentative adoption of CRA budget;
- September 14, 2026 Public Hearing: Adopt Final Fire, Stormwater & Residential Solid Waste Assessments (Held at 6:00pm);
- September 23, 2026 Public Hearing: Adopt Final Millage Rates, Final Budget, Fiscal Policies, Compensation Plan, and CIP; final adoption of CRA budget.

cc: D.J. Doody, City Attorney
Sierra Marrero, Assistant City Manager
Renee Shrout, City Clerk
Rhea Rivera, Financial Services Director

## Recommended Budget - Fiscal Year 2027
## Summary of All Funds by Division

| | FY 2026 | | FY 2027 |
|---|---|---|---|
| | Amended Budget | Forecast | Recommended Budget |
| **Funding** | | | |
| General Fund | $ 88,271,482 | $ 88,271,482 | $ 97,398,055 |
| Community Redevelopment Agency Fund | 1,066,400 | 1,066,400 | 969,929 |
| Other Special Revenue Funds | 659,725 | 460,170 | 1,008,381 |
| Debt Service Funds | 5,789,616 | 5,789,480 | 6,816,189 |
| CIP Funds | 37,565,297 | 37,565,297 | 24,846,701 |
| Water and Sewer Fund | 32,357,160 | 32,357,160 | 31,223,659 |
| Solid Waste Fund | 11,800,250 | 11,800,250 | 11,570,403 |
| Stormwater Fund | 22,950,265 | 22,950,265 | 6,798,184 |
| **Total Funding** | **200,460,195** | **200,260,504** | **180,631,501** |
| **Expenditures** | | | |
| GF - City Commission | 606,453 | 510,474 | 655,066 |
| GF - City Manager | 2,114,047 | 1,979,222 | 2,135,247 |
| GF - City Clerk | 919,957 | 652,254 | 933,614 |
| GF - Human Resources | 1,076,314 | 1,033,449 | 1,306,786 |
| GF - Risk Management | 1,967,948 | 1,950,616 | 2,010,159 |
| GF - Legal | 739,500 | 606,000 | 790,000 |
| GF - Financial Services | 1,932,651 | 1,861,289 | 1,964,713 |
| GF - Information Technology Services | 1,732,788 | 1,811,145 | 1,810,157 |
| GF - Police | 22,524,391 | 22,321,897 | 24,799,183 |
| GF - Fire-Rescue | 19,286,788 | 19,046,552 | 26,264,595 |
| GF - Parks and Recreation | 5,371,039 | 5,283,303 | 5,090,382 |
| GF - Library and Cultural Services | 1,129,117 | 1,034,609 | 1,200,804 |
| GF - ECD: Planning & Zoning | 2,033,591 | 1,678,683 | 1,542,735 |
| GF - ECD: Engineering and Construction Management | 2,292,320 | 1,865,030 | 2,279,925 |
| GF - BCS: Building & Permitting | 4,757,645 | 4,430,783 | 4,400,102 |
| GF - BCS: Community Enhancement (Code) | 1,742,667 | 1,700,007 | 1,771,500 |
| GF - Public Works-Administration | 226,194 | 254,685 | 262,741 |
| GF - Public Works-Parks Maintenance | 3,311,196 | 3,244,967 | 3,408,335 |
| GF - Public Works-Streets | 4,310,124 | 3,395,984 | 3,046,872 |
| GF - Public Works-Building Maintenance | 2,320,429 | 2,354,339 | 2,324,061 |
| GF - Public Works-Fleet Maintenance | 2,503,440 | 2,457,142 | 2,594,708 |
| GF - Non-Departmental | 5,372,883 | 4,709,854 | 6,806,370 |
| **Total General Fund Expenditures** | **88,271,482** | **84,182,282** | **97,398,055** |
| **Departmental Only** | **82,898,599** | **79,472,428** | **90,591,685** |
| SR - Community Development Agency Fund | 1,066,400 | 926,200 | 969,929 |
| SR - Other Special Revenue Funds | 659,725 | 603,231 | 1,008,381 |
| Debt Service Fund | 5,789,616 | 5,789,616 | 6,816,189 |
| GF CIP Fund | 37,565,297 | 37,565,297 | 24,846,701 |
| Water and Sewer Fund | 32,357,160 | 31,503,284 | 31,223,659 |
| Solid Waste Fund | 11,800,250 | 11,623,375 | 11,570,403 |
| Stormwater Fund | 22,950,265 | 21,986,703 | 6,798,184 |
| **Total Expenditures** | **$ 200,460,195** | **$ 194,179,989** | **$ 180,631,501** |

# FY 2027 Business Plan: $13.5 Million




| Strategic Performance Area | Count | Cost |
|---|---|---|
| Infrastructure Needs | 44 | $1,783,300 |
| Community Wellness and Recreation | 50 | 977,960 |
| Smart Growth and Development | 20 | 1,137,560 |
| Public Safety and Community Integrity | 18 | 7,325,145 |
| Financial Stability and Sustainability | 8 | 354,005 |
| Oakland Park's Identity | 8 | 239,200 |
| Environmental Stewardship and Sustainability | 12 | 1,686,300 |
| **Total** | **160** | **$13,503,470** |

# FY 2027 Business Plan Initiatives and Capital

| Department | Description | Cost |
|---|---|---|
| **City Manager** | Community Outreach | 20,000 |
| **Human Resources** | FL League of Cities Retirement Incentive | 6,000 |
| | ICMA Retirement Incentive | 6,000 |
| | Employee Coaching (FIOG) | 5,000 |
| | Tuition Reimbursement | 25,000 |
| **Fire Rescue** | Expedited Firefighter Recruitment - Personnel and Equipment | 117,907 |
| | Lexipol Policy Management | 5,000 |
| | Mental Health Support Services | 7,000 |
| | Echo Data Analytics | 17,000 |
| | EMS Protocol App | 7,600 |
| | HAAS Alert Service Renewal | 2,500 |
| | Specialty Teams Travel & Training | 5,000 |
| | Jacobs Ladder Exercise Equipment | 5,300 |
| | Replacement Autopulses | 150,000 |
| | Replacement Cradlepoints in Apparatus | 19,500 |
| | Replacement MDT Mounts | 20,000 |
| | Replacement Portable Radios | 93,338 |
| | Replacement SCBA Air Packs | 850,000 |
| | Station 87 Outdoor Area Awning | 25,000 |
| | Fire Engine Saulsbury- Rpl Unit# 354 | 1,200,000 |
| | Fire Engine Pierce- Rpl Unit# 357 | 1,200,000 |
| | Quint E-One - Rpl Unit# 355 | 1,700,000 |
| | 75ft Quint E-One - Rpl Unit# 358 | 1,900,000 |
| **Financial Services** | Grant Management | 20,000 |
| | Capital Improvement Program Reporting | 5,500 |
| | Contract Management | 10,000 |
| | Financial Reporting Package | 20,000 |
| | SBITA/Lease Accounting | 8,505 |
| **Public Works - Parks Maintenance** | Splash Pad Service Plan | 35,000 |
| | Splash Pad Deep Clean & Coating | 5,000 |
| | Jaco Poles (Piano Keys) | 2,000 |
| | Baseball Field Striping Machine | 45,000 |
| | Caterpillar (416E) Backhoe - Rpl Unit# 819 | 120,000 |
| | Toro 5 gang mower - Rpl Unit# 837 | 20,000 |
| | Toro Reel Master 3100-D - Rpl Unit# 833 | 20,000 |
| | Crosswalk Maintenance/Repair | 50,000 |
| **Public Works - Streets Maintenance** | Downtown Holiday Lights/Pole Wraps-Westside | 100,000 |
| | Median Upgrade & Irrigation | 142,000 |
| | Vortex Fertilizer Spreader | 4,500 |
| | 20" Street Saw | 7,500 |
| | Generator Replacements | 10,200 |
| | Jersey Barrier Lifter | 5,000 |
| | Ford F150 P/U w/Lift Gate - Rpl Unit# 738 | 65,000 |
| | Ford F350 w/Flat Bed Dump - Rpl Unit# 730 | 75,000 |
| | Solar Message Board - Rpl Unit# 733 | 25,000 |
| | Driveway Powerwash Incentive | 3,000 |
| **Public Works - Building Maintenance** | Floor Care Service | 30,000 |
| | Ford F250 Utility Truck- Rpl Unit# 987 | 55,000 |

# FY 2027 Business Plan Initiatives and Capital

| Department | Description | Cost |
|---|---|---|
| Parks & Recreation | Active Adults - Fitness Classes | 9,360 |
| | Recreation Outdoor Programming Contracted | 7,800 |
| | School Board Level 2 Background Check Afterschool | 2,340 |
| | School Board Level 2 Background Check Summer Camp | 2,400 |
| | BSO Detail - City Centennial/12hrs per wk | 45,000 |
| | BSO Detail - Parks, Programs & Special Events | 59,000 |
| | Downtown Holiday Lights/Pole Wraps - Westside | 100,000 |
| | Iguana Removal Program | 12,000 |
| | Splash Pad Service Plan | 35,000 |
| | RecTrac Software, Training, maint. Plan & SMS | 35,000 |
| | Splash Pad Deep Clean & Coating | 5,000 |
| | Jaco Poles (Piano Keys) | 2,000 |
| | School Board Comsumable Cost (per day) Spring/PSH | 300 |
| | School Board Consumable Cost (per day) Aftercare | 1,860 |
| | School Board Consumable Cost (per day) Summer Camp | 750 |
| | School Board Operational Expenses (per child) | 11,400 |
| | Halloween Bash | 22,000 |
| | Oktoberfest | 213,000 |
| | Volunteer Appreciation Day | 7,000 |
| | Thanksgiving Camp Field Trips | 3,200 |
| | Pro Color Sign Maker Printer Ink | 3,000 |
| | Community Partnership Initiative | 2,500 |
| | Industrial Cooling Fans with Tank | 3,200 |
| | Park Rules Signage | 7,000 |
| | Patio Heaters | 1,600 |
| | Pickleball Supplies | 4,000 |
| | Baseball Homerun Fence (Phase 1 of 2) | 6,000 |
| | Soccer Goals (Phase 2 of 2) | 13,000 |
| | Gas-Powered Generator | 3,000 |
| | Three-tier Bleachers (Phase 2 of 2) | 5,000 |
| | Athletics Player Benches (Phase 1 of 2 ) | 6,800 |
| | Event Barricades | 2,000 |
| | Ipad Mini - Required Childbare Computer Support | 5,950 |
| | Motorola 2-Way Radio (Phase 2) | 10,000 |
| | Perry Weather/Lightning Detection System | 7,800 |
| | Retractable Stanchions | 5,400 |
| | Storage Shelving (Phase 2) | 10,000 |
| | Bus Wraps (for 2 City Vehicles) | 30,000 |
| | Ford F150 Pickup - Unit# 840 | 55,000 |
| | Ford Transit Van - RpI Unit# 842 | 55,000 |
| | Ford Transit Van - Unit# 843 | 55,000 |
| | Toyota Prius - Unit# 847 | 35,000 |
| | Carter Woodson Garden Plot Program | 3,000 |
| ECD - Planning and Zoning | Affordable Housing Study | 75,000 |
| | Architectural Design Guidelines | 75,000 |
| | City Wide Parking Study | 50,000 |
| | Citywide Development Strategy | 100,000 |
| | Master Plan Updates | 125,000 |
| | Road Safety Study | 250,000 |
| ECD - Engineering & Community Development | ADA Transition Plan Phase 4 | 100,000 |
| | City Centennial Park Remediation | 50,000 |

# FY 2027 Business Plan Initiatives and Capital

| Department | Description | Cost |
|---|---|---|
| BCS - Building & Permitting | Energov Process Improvements/Upgrades | 35,000 |
| | Computer &Other Computer related Equipment | 5,000 |
| | iPads/Tablets replacement for field work | 5,000 |
| BCS - Community Enhancement (Code) | Avenu Insights Tracking Short-term Rental | 50,000 |
| | iPads/Tablets Replacement for Field Work | 7,500 |
| Library and Cultural Services | BSO Deputies Security | 50,000 |
| | License to Show Movies | 800 |
| | Local Government Academy | 17,000 |
| | Free Little Library | 1,500 |
| | Oakland Park History Book and Program Events | 5,000 |
| Non-Departmental | Homebound Food Delivery | 37,200 |
| | City Grant Program | 80,000 |
| | West Side QCT Business Incentive Program | 60,000 |
| Information Technology Services | Consulting Services for Artificial Inteligence | 50,000 |
| | Information Security Penetretion Test | 25,000 |
| | Data Center Colocation Fees | 20,000 |
| | Full Moon Creative Commission Support | 35,000 |
| | 1Password Enterprise License | 4,000 |
| | Abnormal Email Security Annual | 18,000 |
| | AssetPanda Asset Management | 3,600 |
| | BossDesk Helpdesk Ticketing System | 3,500 |
| | Data Center Colocation Fees | 20,000 |
| | InfoSec Firewall Annual License | 21,000 |
| | InfoSec Monitoring EDR | 39,000 |
| | Nutanix HCI Annual Maintenance | 33,000 |
| | Zoom Meeting | 20,000 |
| | Computer Refresh | 60,000 |
| | ESRI Training for ArcGIS | 16,000 |
| | **Total General Fund** | **$ 10,721,110** |

| Department | Description | Cost |
|---|---|---|
| CRA | Entrepreneurship Academy | 20,000 |
| | Yearly Strategic Plan Initiative | 75,000 |
| | Neighborly Grant Program | 7,560 |
| | Placer Ai | 20,000 |
| | Utility Art Wrap Maintenance | 7,500 |
| | Business Incentive Program | 60,000 |
| | Restaurant / Culinary Art Incubator Program | 20,000 |
| | **Total CRA Fund** | **$ 210,060** |

**Total Governmental Funds** **$ 10,931,170**

# FY 2027 Business Plan Initiatives and Capital

| Department | Description | Cost |
|---|---|---|
| Water | Exercise Valves | 100,000 |
| | Hydrant Flow Test & Services | 100,000 |
| | Water Conservation Outreach | 9,000 |
| | Ford F250 Utility Truck - Rpl Unit# 569 | 75,000 |
| | Ford F350 Dump Truck - Rpl Unit# 568 | 85,000 |
| | CUES Camera Replacement | 35,000 |
| | Mini Camera | 17,000 |
| | Ford F350 W/Flat Bed Dump - Rpl Unit# 570 | 75,000 |
| | Ford F450 Untility w/ Crane - Rpl Unit# 567 | 100,000 |
| Utility Billing | Interactive Voice Respnse (IVR) Minutes | 30,000 |
| | Tyler Payment Fees | 140,000 |
| | Badger Meter | 120,000 |
| | **Total Water and Sewer Fund** | **$ 886,000** |

| Department | Description | Cost |
|---|---|---|
| Solid Waste | Solid Waste Disposal Authority | 65,000 |
| | Route Manager Software | 31,800 |
| | Keep Oakland Park Beautiful | 12,500 |
| | Acterra/Peterson Loader - Rpl Unit# 685 | 225,000 |
| | Heil Side Loader RefuseTruck Rpl Unit# 607 | 425,000 |
| | LaBrie Side Loader Refuse - Rpl Unit# 602 | 425,000 |
| | Petersen Loader Grapple - Rpl Unit# 696 | 225,000 |
| | Petersen Loader Grapple - Rpl Unit# 699 | 225,000 |
| | **Total Solid Waste Fund** | **$ 1,634,300** |

| Department | Description | Cost |
|---|---|---|
| Stormwater | Maintenance of Swales | 15,000 |
| | Keep Oakland Park Beautiful | 12,500 |
| | Quick Cut Street Saw | 3,500 |
| | Inspection Camera | 21,000 |
| | **Total Stormwater Fund** | **$ 52,000** |

**Total Enterprise Funds** **$ 2,572,300**

**Total City-Wide** **$ 13,503,470**

# City of Oakland Park

## Capital Improvement Program

## 2027-2031

# CITY OF OAKLAND PARK
# CAPITAL IMPROVEMENT PROGRAM
# FY2027 - FY2031

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# CITY OF OAKLAND PARK
# CAPITAL IMPROVEMENT PROGRAM
# FY2027 - FY2031

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# CITY OF OAKLAND PARK
# CAPITAL IMPROVEMENT PROGRAM
# FY2027 - FY2031

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## Mission Statement

To manage CIP projects from concept to completion, providing cost-effective projects which maximize the availability of potential grants and which fully address City requirements, on time and within budget, ensuring all necessary coordination between contractors, the City, the community and all affected governmental agencies.

## Service Area(s)

- Implementing capital projects that improve the quality of life in the City.
- Designing and managing projects consistent with the City's fiscal capabilities.
- Producing quality projects that reflect the high standards the City has developed.
- Pursuing grants to fund the design and construction of projects.
- Coordinating with federal, state, county, and adjacent local governments.

## About This Document

The Capital Improvement Program is a multi-year plan developed for improvements that is reviewed and updated annually as part of the budgeted development process. The program provides a five-year plan for infrastructure investments by the City of Oakland Park. Projects included in the document must represent a physical improvement that either adds to or replaces an existing component of Oakland Park's water, sewer, facilities, parks, stormwater, or transportation infrastructure.

Only the first year of the Capital Improvement Program is appropriated as part of the budget process; Years 2 through 5 represent potential project milestones based on information presently available. Adjustments from year-to-year are common based funding availability, changes in grant schedules, etc.

## Definitions

| | |
|---|---|
| G.O. Bond Funding | Use of general bond proceeds approved by voters in 2018; the total amount of bonds approved by voters was $40 million. |
| General CIP Fund | Refers to Governmental Fund 340, which is the fund in which all governmental infrastructure activities occur. |
| General Fund Transfer | The transfer of money from the City's General Fund to Governmental Fund 340 for capital improvement purposes. |
| Fund Balance | Use of existing balance within Fund 340, typically savings from prior projects, which can be applied to governmental projects. |
| Unfunded | The specific revenue source has not been identified, or is anticipated to require a transfer from the General Fund. |
| Grant Revenue | Federal, state, local, or private entity grants provided to fund infrastructure. |
| Special Revenue & Other Funding | Use of special revenue funds, such as Parks Impact Fees, or other funding, such as proceeds from the Broward County Transportation Surtax program. |
| Surtax Revenue | Use of the one percent County sales surtax funds, as approved by Broward County, and allocated to the City of Oakland Park. |
| Stormwater Fund | Use of unrestricted net revenues within the Stormwater Fund, or use of operating revenue to fund applicable infrastructure costs. |
| Water/Sewer Fund | Use of unrestricted net revenues within the combined Water and Sewer Fund, or use of operating revenue to fund applicable infrastructure costs. |

# CITY OF OAKLAND PARK
# CAPITAL IMPROVEMENT PROGRAM
# FY 2027 - 2031

| Projects | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | Total |
|---|---|---|---|---|---|---|
| Streetscapes/Mobility | $ 10,633,373 | $ 1,050,193 | $ 1,570,353 | $ 15,474,886 | $ 50,000 | $ 28,778,805 |
| Parks | 14,013,328 | 67,000 | 67,000 | 67,000 | 67,000 | 14,281,328 |
| Facilities | 200,000 | 4,773,500 | - | - | - | 4,973,500 |
| Water | 900,000 | 1,950,000 | 2,950,000 | 2,950,000 | 2,950,000 | 11,700,000 |
| Sewer | 1,200,000 | 2,400,000 | 3,500,000 | 3,800,000 | 3,300,000 | 14,200,000 |
| Stormwater | 1,834,143 | 5,016,000 | 11,197,597 | 4,992,523 | 950,773 | 23,991,036 |
| TOTAL | 28,780,844 | 15,256,693 | 19,284,950 | 27,284,409 | 7,317,773 | 97,924,669 |

| Funding | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | Total |
|---|---|---|---|---|---|---|
| General - CIP Fund | | | | | | |
| Fund Balance | $ 606,841 | | | | | $ 606,841 |
| Unfunded | | 100,000 | 100,000 | 13,899,630 | - | 14,099,630 |
| General Fund Transfer | 973,000 | 162,000 | 50,000 | 50,000 | 50,000 | 1,285,000 |
| G.O. Bond Funding | 8,165,870 | 3,873,500 | - | - | - | 12,039,370 |
| Parks Impact Fee | 386,328 | - | - | - | - | 386,328 |
| Water/Sewer Fund | | | | | | |
| Fund Balance | 2,100,000 | 4,350,000 | 6,450,000 | 6,750,000 | 6,250,000 | 25,900,000 |
| Stormwater Fund | | | | | | |
| Fund Balance | 1,184,143 | 415,000 | 450,000 | 50,000 | - | 2,099,143 |
| External Financing | 650,000 | 4,601,000 | 10,747,597 | 4,942,523 | 950,773 | 21,891,893 |
| Contributions and Other Special Revenues | 67,000 | 967,000 | 67,000 | 67,000 | 67,000 | 1,235,000 |
| Grant Revenue | 6,772,662 | - | 1,420,353 | 1,525,256 | - | 9,718,271 |
| Surtax Revenue | 7,875,000 | 788,193 | - | - | - | 8,663,193 |
| TOTAL | 28,780,844 | 15,256,693 | 19,284,950 | 27,284,409 | 7,317,773 | 97,924,669 |

# CITY OF OAKLAND PARK
# CAPITAL IMPROVEMENT PROGRAM
# FY 2027 - FY 2031
# PROJECTS LIST FUNDING SUMMARY

| Project Page # | Projects by Category / Funding | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | **Facilities** | | | | | | |
| 13 | **Fire Station #20 - New (Bond Program)** | | | | | | |
| | G.O. Bond Funding | $ - | $ 3,873,500 | $ - | $ - | $ - | $ 3,873,500 |
| | Special Funding Source | - | 900,000 | - | - | - | 900,000 |
| | **Fire Station #20 - New (Bond Program) Total** | **-** | **4,773,500** | **-** | **-** | **-** | **4,773,500** |
| 14 | **Fire Station #87 - Phase II** | | | | | | |
| | G.O. Bond Funding | 200,000 | - | - | - | - | 200,000 |
| | **Fire Station #87 - Phase II Total** | **200,000** | **-** | **-** | **-** | **-** | **200,000** |
| | **Facilities Total** | **200,000** | **4,773,500** | **-** | **-** | **-** | **4,973,500** |
| | **Parks Improvements and Updates** | | | | | | |
| 15 | **Lakeside Sand Pine Preserve Improvements** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Lakeside Sand Pine Preserve Improvements Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 16 | **Pioneer House Renovations** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Pioneer House Renovations Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 17 | **Art Park** | | | | | | |
| | Transfer from General Fund | 60,000 | - | - | - | - | 60,000 |
| | **Art Park Total** | **60,000** | **-** | **-** | **-** | **-** | **60,000** |
| 18 | **City Centennial Park Environmental Remediation (Bond Program)** | | | | | | |
| | G.O. Bond Funding | 50,000 | - | - | - | - | 50,000 |
| | **City Centennial Park Environmental Remediation (Bond Program) Total** | **50,000** | **-** | **-** | **-** | **-** | **50,000** |
| 19 | **City Centennial Park - Phase II and III (Bond Program)** | | | | | | |
| | G.O. Bond Funding | 7,915,870 | - | - | - | - | 7,915,870 |
| | Grant - Broward IWRP | 175,000 | - | - | - | - | 175,000 |
| | Grant - Federal Outdoor Recreation Legacy | 2,500,000 | - | - | - | - | 2,500,000 |
| | Grant - FRDAP | 200,000 | - | - | - | - | 200,000 |
| | Grant - State Resilient | 1,209,130 | - | - | - | - | 1,209,130 |
| | **City Centennial Park - Phase II and III (Bond Program) Total** | **12,000,000** | **-** | **-** | **-** | **-** | **12,000,000** |
| 20 | **City Centennial Park/Pickleball - LED Light Conversion** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **City Centennial Park/Pickleball - LED Light Conversion Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 21 | **Dewey Hawkins Landing** | | | | | | |
| | Grant - State | 800,000 | - | - | - | - | 800,000 |
| | Stormwater Fund Balance | 941,143 | - | - | - | - | 941,143 |
| | **Dewey Hawkins Landing Total** | **1,741,143** | **-** | **-** | **-** | **-** | **1,741,143** |
| 22 | **Glenwood Garden** | | | | | | |
| | Contributions Private | 67,000 | 67,000 | 67,000 | 67,000 | 67,000 | 335,000 |
| | Grant - State | 50,000 | - | - | - | - | 50,000 |
| | Parks Impact Fee | 386,328 | - | - | - | - | 386,328 |
| | Transfer from General Fund | 600,000 | - | - | - | - | 600,000 |
| | **Glenwood Garden Total** | **1,103,328** | **67,000** | **67,000** | **67,000** | **67,000** | **1,371,328** |

CITY OF OAKLAND PARK
CAPITAL IMPROVEMENT PROGRAM
FY 2027 - FY 2031
PROJECTS LIST FUNDING SUMMARY

| Project Page # | Projects by Category / Funding | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | ***Parks Improvements and Updates (continued)*** | | | | | | |
| 23 | North Andrews Garden Community Center Kiln Enclosure | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **North Andrews Garden Community Center Kiln Enclosure Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 24 | Park Enrtance Signs | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Park Enrtance Signs Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 25 | Royal Palm Park Improvements | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Royal Palm Park Improvements Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 26 | Wag Park | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Wag Park Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 27 | Wimberly Field Improvements | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Wimberly Field Improvements Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| | **Parks Improvements and Updates Total** | **14,954,471** | **67,000** | **67,000** | **67,000** | **67,000** | **15,222,471** |
| | ***Streetscapes*** | | | | | | |
| 28 | Citywide Entry/Welcome Signs | | | | | | |
| | Transfer from General Fund | 50,000 | - | - | - | - | 50,000 |
| | **Citywide Entry/Welcome Signs Total** | **50,000** | **-** | **-** | **-** | **-** | **50,000** |
| 29 | Citywide Mast Arm Conversion (Surtax) | | | | | | |
| | Surtax - Streets | 7,875,000 | - | - | - | - | 7,875,000 |
| | **Citywide Mast Arm Conversion (Surtax) Total** | **7,875,000** | **-** | **-** | **-** | **-** | **7,875,000** |
| 30 | Citywide Tree Canopy | | | | | | |
| | Transfer from General Fund | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 250,000 |
| | **Citywide Tree Canopy Total** | **50,000** | **50,000** | **50,000** | **50,000** | **50,000** | **250,000** |
| 31 | CRA Improvements West Dixie Sidestreets | | | | | | |
| | CIP Fund Balance / Unfunded | 606,841 | - | - | - | - | 606,841 |
| | **CRA Improvements West Dixie Sidestreets Total** | **606,841** | **-** | **-** | **-** | **-** | **606,841** |
| 32 | Downtown Parking Improvements | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Downtown Parking Improvements Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 33 | Landscape Improvements | | | | | | |
| | CIP Fund Balance / Unfunded | - | 100,000 | 100,000 | 50,000 | - | 250,000 |
| | Transfer from General Fund | 100,000 | - | - | - | - | 100,000 |
| | **Landscape Improvements Total** | **100,000** | **100,000** | **100,000** | **50,000** | **-** | **350,000** |
| 34 | Main Street Pergola Replacement and Streetscape Enhancements | | | | | | |
| | Transfer from General Fund | 113,000 | 112,000 | | - | - | 225,000 |
| | **Main Street Pergola Replacement and Streetscape Enhancements Total** | **113,000** | **112,000** | **-** | **-** | **-** | **225,000** |

CITY OF OAKLAND PARK
CAPITAL IMPROVEMENT PROGRAM
FY 2027 - FY 2031
PROJECTS LIST FUNDING SUMMARY

| Project Page # | Projects by Category / Funding | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | ***Streetscapes (continued)*** | | | | | | |
| 35 | **Main Street Traffic Recirculation** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Main Street Traffic Recirculation Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 36 | **NE 6th Avenue Improvements** | | | | | | |
| | Surtax - Streets | - | 552,779 | | - | - | 552,779 |
| | CIP Fund Balance / Unfunded | - | | | 13,849,630 | - | 13,849,630 |
| | **NE 12th Terrace Improvements (CSLIP) Total** | **-** | **552,779** | **-** | **13,849,630** | **-** | **14,402,409** |
| 37 | **NE 12th Terrace Improvements (CSLIP)** | | | | | | |
| | Grant - Federal Highway | - | - | 1,420,353 | - | - | 1,420,353 |
| | **NE 12th Terrace Improvements (CSLIP) Total** | **-** | **-** | **1,420,353** | **-** | **-** | **1,420,353** |
| 38 | **NE 16th Avenue Sidewalks - E. Park Lane to Floranada** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 39 | **NE 34 Ct. from NE 12 Terr. to NE 16 Ave Roadway Improvement (LAP)** | | | | | | |
| | Grant - Federal Highway | 141,642 | - | - | 1,525,256 | - | 1,666,898 |
| | **NE 34 Ct. from NE 12 Terr. to NE 16 Ave Roadway Improvement (LAP) Total** | **141,642** | **-** | **-** | **1,525,256** | **-** | **1,666,898** |
| 40 | **NW 21st Avenue Improvements - South of OPB (CSLIP)** | | | | | | |
| | Grant - CSLIP | 1,696,890 | - | - | - | - | 1,696,890 |
| | **NW 21st Avenue Improvements - South of OPB (CSLIP) Total** | **1,696,890** | **-** | **-** | **-** | **-** | **1,696,890** |
| 41 | **NW 39 Street Improvements** | | | | | | |
| | Surtax - Streets | - | 235,414 | - | - | - | 235,414 |
| | **NW 39 Street Improvements Total** | **-** | **235,414** | **-** | **-** | **-** | **235,414** |
| 42 | **NW 44 Street Improvements** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **NW 44 Street Improvements Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| 43 | **Oakland Park Boulevard Corridor Improvements (County Surtax)** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **Oakland Park Boulevard Corridor Improvements (County Surtax) Total** | **-** | **-** | **-** | **-** | **-** | **-** |
| | **Streetscapes Total** | **10,633,373** | **1,050,193** | **1,570,353** | **15,474,886** | **50,000** | **28,778,805** |
| | ***Water and Waste Water*** | | | | | | |
| 44 | **Lift Station Upgrades** | | | | | | |
| | Water/Sewer Fund Balance | 100,000 | 300,000 | 300,000 | 300,000 | 300,000 | 1,300,000 |
| | **Lift Station Upgrades Total** | **100,000** | **300,000** | **300,000** | **300,000** | **300,000** | **1,300,000** |
| 45 | **Sewer Laterals Upgrade** | | | | | | |
| | Water/Sewer Fund Balance | 100,000 | 100,000 | 100,000 | 100,000 | - | 400,000 |
| | **Sewer Laterals Upgrade Total** | **100,000** | **100,000** | **100,000** | **100,000** | **-** | **400,000** |
| 46 | **Water Main Interconnections with Broward County** | | | | | | |
| | Water/Sewer Fund Balance | 300,000 | - | - | - | - | 300,000 |
| | **Water Main Interconnecti with Broward County Total** | **300,000** | **-** | **-** | **-** | **-** | **300,000** |
| 47 | **WMP 1 - Water Main Improvements** | | | | | | |
| | Water/Sewer Fund Balance | 100,000 | 1,200,000 | 2,200,000 | 2,200,000 | 2,200,000 | 7,900,000 |
| | **WMP 1 - Water Main Improvements Total** | **100,000** | **1,200,000** | **2,200,000** | **2,200,000** | **2,200,000** | **7,900,000** |

CITY OF OAKLAND PARK
CAPITAL IMPROVEMENT PROGRAM
FY 2027 - FY 2031
PROJECTS LIST FUNDING SUMMARY

| Project Page # | Projects by Category / Funding | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | ***Water and Waste Water (continued)*** | | | | | | |
| 48 | **WMP 2 - Galvanized Water Services Upgrade** | | | | | | |
| | Water/Sewer Fund Balance | 500,000 | 750,000 | 750,000 | 750,000 | 750,000 | 3,500,000 |
| | **WMP 2 - Galvanized Water Services Upgrade Total** | **500,000** | **750,000** | **750,000** | **750,000** | **750,000** | **3,500,000** |
| 49 | **WWMP 1 - Gravity Sewer System Upgrades - CIPP Lining, Grouting and MH Rehab** | | | | | | |
| | Water/Sewer Fund Balance | 1,000,000 | 2,000,000 | 3,000,000 | 3,000,000 | 3,000,000 | 12,000,000 |
| | **WWMP 1 - Gravity Sewer System Upgrades - CIPP Lining, Grouting and MH Rehab Total** | **1,000,000** | **2,000,000** | **3,000,000** | **3,000,000** | **3,000,000** | **12,000,000** |
| 50 | **WWMP 2 - SCADA Improvements** | | | | | | |
| | Water/Sewer Fund Balance | - | - | 100,000 | 400,000 | - | 500,000 |
| | **WWMP 2 - SCADA Improvements Total** | **-** | **-** | **100,000** | **400,000** | **-** | **500,000** |
| | **Water and Wastewater Total** | **2,100,000** | **4,350,000** | **6,450,000** | **6,750,000** | **6,250,000** | **25,900,000** |
| | ***Stormwater*** | | | | | | |
| 51 | **Cherry Creek Dredging** | | | | | | |
| | Stormwater Fund Balance | 50,000 | 250,000 | - | - | - | 300,000 |
| | **Cherry Creek Dredging Total** | **50,000** | **250,000** | **-** | **-** | **-** | **300,000** |
| 52 | **Curbing and Swaling for Drainage Improvements** | | | | | | |
| | Stormwater Fund Balance | - | 35,000 | 35,000 | - | - | 70,000 |
| | **Curbing and Swaling for Drainage Improvements Total** | **-** | **35,000** | **35,000** | **-** | **-** | **70,000** |
| 53 | **Storm Drain Pipe Lining** | | | | | | |
| | Stormwater Fund Balance | 50,000 | 50,000 | 50,000 | 50,000 | - | 200,000 |
| | **Storm Drainage Pipe Lining Total** | **50,000** | **50,000** | **50,000** | **50,000** | **-** | **200,000** |
| 54 | **SWMP 2 - Floranada Business District Pump Stations and Drainage Wells** | | | | | | |
| | Stormwater Fund Balance | 143,000 | - | - | - | - | 143,000 |
| | **SWMP 2 - Floranada Business District Pump Stations and Drainage Wells Total** | **143,000** | **-** | **-** | **-** | **-** | **143,000** |
| 55 | **SWMP 4 - Critical Outfall Structures** | | | | | | |
| | State Revolving Fund Loan | - | 841,000 | 4,489,534 | - | - | 5,330,534 |
| | **SWMP 4 - Critical Outfall Structures Total** | **-** | **841,000** | **4,489,534** | **-** | **-** | **5,330,534** |
| 56 | **SWMP 5b - NE 2nd Ave and E Oakland Park Blvd Pump Station** | | | | | | |
| | State Revolving Fund Loan | - | 650,000 | 1,750,000 | 1,750,000 | - | 4,150,000 |
| | **SWMP 5b - NE 2nd Ave and E Oakland Park Blvd Pump Station Total** | **-** | **650,000** | **1,750,000** | **1,750,000** | **-** | **4,150,000** |
| 58 | **SWMP 7 - Raising and Replacing Flood Barriers** | | | | | | |
| | State Revolving Fund Loan | 650,000 | 1,300,000 | 1,300,000 | - | - | 3,250,000 |
| | **SWMP 7 - Raising and Replacing Flood Barriers Total** | **650,000** | **1,300,000** | **1,300,000** | **-** | **-** | **3,250,000** |
| 59 | **SWMP 8 - Protecting Sanitary Sewer Lift Stations** | | | | | | |
| | T B D | - | - | - | - | - | - |
| | **SWMP 8 - Protecting Sanitary Sewer Lift Stations Total** | **-** | **-** | **-** | **-** | **-** | **-** |

CITY OF OAKLAND PARK
CAPITAL IMPROVEMENT PROGRAM
FY 2027 - FY 2031
PROJECTS LIST FUNDING SUMMARY

| Project Page # | Projects by Category / Funding | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | ***Stormwater (continued)*** | | | | | | |
| 60 | **SWMP 10 - North Coral Lakes Drainage Improvements**<br>State Revolving Fund Loan | - | 1,320,700 | - | - | - | 1,320,700 |
| | **SWMP 10 - North Coral Lakes Drainage Improvements Total** | **-** | **1,320,700** | **-** | **-** | **-** | **1,320,700** |
| 61 | **SWMP 10 - NE 48th St and NE 15th Way / NE 16th Ave**<br>Stormwater Fund Balance | - | 80,000 | 365,000 | - | - | 445,000 |
| | **SWMP 10 - NE 48th St and NE 15th Way / NE 16th Ave Total** | **-** | **80,000** | **365,000** | **-** | **-** | **445,000** |
| 62 | **SWMP 11a - West Coral Lake**<br>State Revolving Fund Loan | - | | 598,600 | 3,192,523 | - | 3,791,123 |
| | **SWMP 11a - West Coral Lake Total** | **-** | **-** | **598,600** | **3,192,523** | **-** | **3,791,123** |
| 63 | **SWMP 11b - East Coral River**<br>State Revolving Fund Loan | - | 489,300 | 2,609,463 | - | - | 3,098,763 |
| | **SWMP 11b - East Coral River Total** | **-** | **489,300** | **2,609,463** | **-** | **-** | **3,098,763** |
| 64 | **SWMP 12 - Lakeside Drainage Improvements**<br>State Revolving Fund Loan | - | - | - | - | 950,773 | 950,773 |
| | **SWMP 12 - Lakeside Drainage Improvements Total** | **-** | **-** | **-** | **-** | **950,773** | **950,773** |
| | **Stormwater Total** | **893,000** | **5,016,000** | **11,197,597** | **4,992,523** | **950,773** | **23,049,893** |
| | **GRAND TOTAL** | **$28,780,844** | **$15,256,693** | **$19,284,950** | **$ 27,284,409** | **$ 7,317,773** | **$ 97,924,669** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

### Bark Park

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 971 NW 38th St |



**Project Description and Benefit:**
This project includes general improvements to Bark Park, focusing on upgrades to existing facilities, landscaping, and drainage infrastructure. Enhancements may include repair or replacement of park amenities, improved grading and drainage to address standing water, and landscape improvements to enhance usability and aesthetics. These upgrades will improve safety, functionality, and overall user experience while supporting proper maintenance and long-term sustainability of the park.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Dillion Tennis Center

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 4091 NE 5th Ave |




**Project Description and Benefit:**
This project includes the development and implementation of a comprehensive improvement plan for the Dillon Tennis Center, including upgrades to the office, locker rooms, and pro shop, installation of a hydroclay court system, and replacement of perimeter fencing. These improvements will enhance functionality, safety, and overall user experience. Upgrading the facility will extend the life of the courts, improve playability, and support increased programming, strengthening recreational offerings and community use.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Downtown South Lot Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Smart Growth & Development |
| **Est. Design Start FY:** | FY 27 |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | NE Corner of Oakland Park Boulevard and Main Street |



**Project Description and Benefit:**
This project includes proposed improvements to the Downtown South Lot, also known as the Downtown Anchor Lot, located at the NE corner of Oakland Park Boulevard and Main Street. The enhancements are intended to create a more welcoming, visually appealing, and accessible space that draws patrons to local businesses and supports increased activity in the City's Downtown district. As a key access point and gathering space, the lot plays an important role in supporting local economic development and improving the customer experience. These improvements align with the City's vision for smart growth, placemaking, and Downtown revitalization by fostering a vibrant, pedestrian-friendly environment.

**Funding Overview:**
Funding sources are to be determined.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Dr. Carter G. Woodson Park - LED Light Conversion

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | Dr. Carter G. Woodson Park |



**Project Description and Benefit:**
This project includes upgrading the existing LED basketball court lighting system at Dr. Carter G. Woodson Park to integrate with the current Musco control system. The upgrade will enhance operational control, improve scheduling capabilities, and optimize performance of the existing lighting infrastructure. These improvements will increase efficiency, reduce operational challenges, and support more reliable and user-friendly facility management.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Fire Station #20 - New (Bond Program)

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Public Safety & Community Integrity |
| **Est. Design Start FY:** | FY 21 |
| **Est. Construction Start FY:** | FY 28 |
| **Project Location:** | The existing fire station is located at 4721 NW 9th Avenue, Oakland Park, FL. The proposed new facility will be located at the southeast corner of Powerline Road and Prospect Road. |



**Project Description and Benefit:**
This project is to replace the existing Fire Station #20 with a new, modern facility designed to meet current building codes and emergency response standards. The new fire station will improve operational efficiency, enhance firefighter safety, support advanced emergency equipment, and ensure continuity of services during severe weather events. The existing Fire Station #20, originally constructed in the 1960s, is no longer adequate for modern fire service operations, and the current site cannot accommodate expansion. The current facility does not comply with current building codes, despite some improvements made to enhance storm resilience. Additionally, its outdated design limits the station's ability to meet evolving operational demands.

**Funding Overview:**
Interior improvements will be funded through General Obligation Bonds approved under the City's Bond Program. The building's exterior shell will be funded through General Funds and a $900,000 construction credit from a city held promissory note.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $442,367 | $0 | $0 | $0 | $0 | $0 | $442,367 |
| Construction | $0 | | $4,163,500 | $0 | $0 | $0 | $4,163,500 |
| CEI & Construction Admin | $0 | $0 | $410,000 | $0 | $0 | $0 | $410,000 |
| Contingency | $0 | $0 | $200,000 | $0 | $0 | $0 | $200,000 |
| **Total** | **$442,367** | **$0** | **$4,773,500** | **$0** | **$0** | **$0** | **$5,215,867** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| G.O. Bond Funding | $442,367 | $0 | $3,873,500 | $0 | $0 | $0 | $4,315,867 |
| Special Funding Source | $0 | $0 | $900,000 | $0 | $0 | $0 | $900,000 |
| **Total** | **$442,367** | **$0** | **$4,773,500** | **$0** | **$0** | **$0** | **$5,215,867** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Fire Station #87 - Phase II

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Public Safety & Community Integrity |
| **Est. Design Start FY:** | FY 21 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | 2100 NW 39th Street |



**Project Description and Benefit:**
This project represents Phase 2 improvements to Fire Station #87, focusing on interior upgrades and modifications following completion of structural hardening under Phase 1. The updates will align the facility with current operational needs and improve overall functionality, ADA compliance, and efficiency. These enhancements will improve working conditions, support effective emergency response operations, and extend the useful life of a critical public safety asset.

**Funding Overview:**
This project will be funded through the City's General Obligation Bond Program.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $452,280 | $0 | $0 | $0 | $0 | $0 | $452,280 |
| Construction | $0 | $200,000 | $0 | $0 | $0 | $0 | $200,000 |
| **Total** | **$452,280** | **$200,000** | **$0** | **$0** | **$0** | **$0** | **$652,280** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| G.O. Bond Funding | $452,280 | $200,000 | $0 | $0 | $0 | $0 | $652,280 |
| G.O. Bond Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total** | **$452,280** | **$200,000** | **$0** | **$0** | **$0** | **$0** | **$652,280** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Lakeside Sand Pine Preserve Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 2820 NW 27th Ave |



**Project Description and Benefit:**
This project includes the replacement of the existing pavilion, restrooms, and associated amenities at Lakeside Sand Pine Preserve, including the water fountain, benches, trash receptacles, and signage. The project will also address the deteriorated overlook structure, including evaluation for replacement or removal. These improvements will enhance safety, functionality, and user experience while preserving the natural character of the site and supporting continued public access to this unique ecological resource.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Pioneer House Renovations

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 3876 NE 6th Ave |



**Project Description and Benefit:**
This project includes the historic restoration of the Pioneer House, a landmark structure in Oakland Park, to preserve and revitalize the building for public use. Improvements will include interior and exterior upgrades designed to maintain the building's historical character and structural integrity. The project will support future use for tours, educational programming, and community events. These efforts will preserve the City's heritage, expand cultural and educational opportunities, and enhance community engagement through adaptive reuse of a historic asset.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and volunteer-supported efforts, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

### Art Park

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | FY27 |
| **Project Location:** | 1110 NE 34 Court |



**Project Description and Benefit:**
This project advances enhancements to Art Park as part of the City's Thriving Downtown initiative, elevating its role as a cultural and civic destination. FY27 funding will support the curation and installation of artwork on existing pedestals, building on a recently donated piece installed in FY26. Future improvements may include expanded art, landscaping, infrastructure, and amenity upgrades. These investments will expand public art presence, strengthen downtown identity, activate the space, and support economic vitality by attracting residents and visitors to a vibrant, well-programmed public environment.

**Funding Overview:**
FY27 funding of $60,000 is proposed from the General Fund. Future phases may be supported through a combination of General Fund allocations and grants, allowing the City to advance improvements while leveraging external funding sources.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $0 | $60,000 | $0 | $0 | $0 | $0 | $60,000 |
| **Total** | **$0** | **$60,000** | **$0** | **$0** | **$0** | **$0** | **$60,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $0 | $60,000 | $0 | $0 | $0 | $0 | $60,000 |
| **Total** | **$0** | **$60,000** | **$0** | **$0** | **$0** | **$0** | **$60,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## City Centennial Park Environmental Remediation (Bond Program)

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | N/A |
| **Project Location:** | Park Lane East (NE 38th Street) between NE 3rd Avenue and NE 5th Avenue. |




**Project Description and Benefit:**
This project includes the remediation of soil and groundwater contamination at the City Centennial Park site to support future park development. Cleanup activities will address environmental conditions in accordance with regulatory requirements and prepare the site for safe recreational use. This effort is critical to advancing planned improvements, reducing long-term environmental risk, protecting public health, and ensuring the site can be developed as a sustainable and accessible public asset.

**Funding Overview:**
This project will be funded through the City's General Obligation Bond Program.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $444,750 | $0 | $0 | $0 | $0 | $0 | $444,750 |
| Construction | $0 | $50,000 | $0 | $0 | $0 | $0 | $50,000 |
| **Total** | **$444,750** | **$50,000** | **$0** | **$0** | **$0** | **$0** | **$494,750** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| G.O. Bond Funding | $444,750 | $50,000 | $0 | $0 | $0 | $0 | $494,750 |
| **Total** | **$444,750** | **$50,000** | **$0** | **$0** | **$0** | **$0** | **$494,750** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## City Centennial Park - Phase II and III (Bond Program)

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | FY 25 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | Park Lane East (NE 38th Street) between NE 3rd Avenue and NE 5th Avenue. |



**Project Description and Benefit:**
Phases II and III of the City Centennial Park project advance the redevelopment of the central and southern portions of the park, transforming it into a multifunctional community destination. Improvements include parking, walking trails, outdoor seating, a raised performance space with open-air seating, an open plaza, urban forest, entry features, and supporting amenities. These enhancements will activate the park, expand recreational and cultural opportunities, improve connectivity, and create both active and passive gathering spaces. The project supports wellness, environmental stewardship, and reinforces the City's vision for a vibrant, accessible public space.

**Funding Overview:**
This project will be funded through a combination of grants and the City's General Obligation Bond Program.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Florida Recreation Development Assistance Program | Florida Department of Environmental Protection | 27 | Awarded | $200,000 |
| Integrated Water Resource Planning Grant | Broward County | 27 | Awarded | $175,000 |
| Outdoor Recreation Legacy Partnership Program | Florida Department of Environmental Protection | 27 | Awarded | $2,500,000 |
| Resilient Florida | Florida Department of Environmental Protection | 27 | Awarded | $1,209,130 |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $1,615,097 | $0 | $0 | $0 | $0 | $0 | $1,615,097 |
| Construction | $0 | $12,000,000 | $0 | $0 | $0 | $0 | $12,000,000 |
| **Total** | **$1,615,097** | **$12,000,000** | **$0** | **$0** | **$0** | **$0** | **$13,615,097** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Stormwater Fund Balance | $578,967 | $0 | $0 | $0 | $0 | $0 | $578,967 |
| G.O. Bond Funding | $944,500 | $7,915,870 | $0 | $0 | $0 | $0 | $8,860,370 |
| CIP Fund Balance / Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Grants | $91,630 | $4,084,130 | $0 | $0 | $0 | $0 | $4,175,760 |
| **Total** | **$1,615,097** | **$12,000,000** | **$0** | **$0** | **$0** | **$0** | **$13,615,097** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## City Centennial Park/Pickleball Courts - LED Light Conversion

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 3900 NE 3rd Avenue |



**Project Description and Benefit:**
This project includes the conversion of existing pickleball court lighting at City Centennial Park to energy-efficient LED fixtures and integration with the Musco control system. These improvements will enhance lighting quality, improve energy efficiency, and provide better control and scheduling capabilities. Upgrading the lighting system will improve user experience, increase operational efficiency, and support extended and reliable use of the courts.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Dewey Hawkins Landing

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 24 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | NE 12 Terrace and 30 Court. |




**Project Description and Benefit:**
This project includes the repair or replacement of the existing boat dock and canoe/kayak launch at J. Dewey Hawkins Landing, including related site, access, and infrastructure improvements. A recent condition assessment identified structural deficiencies that have rendered portions of the facility unsafe. Improvements will restore safe and functional access to the site, support continued public use, and maintain operational access for the City's Stormwater Division. The project will support passive recreation and maintain operational access for the City's Stormwater Division, ensuring continued use of the site for maintenance activities and public access.

**Funding Overview:**
Funding opportunities are being pursued through state and federal environmental grants. Implementation will be phased based on available funding in future fiscal years.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Coastal Partnership Initiative | Florida Department of Environmental Protection | 26 | Awarded | $60,000 |
| Florida Boating Improvement Program | Florida Fish and Wildlife Conservation Commission | 27 | Awarded | $200,000 |
| Land and Water Conservation Fund | Florida Department of Environmental Protection | 27 | Awarded | $300,000 |
| Waterways Assistance Program | FL Inland Navigation District | 27 | Awarded | $300,000 |

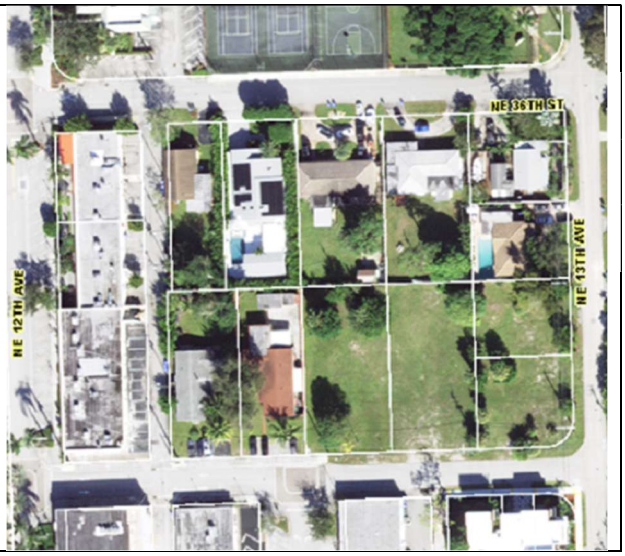
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $146,590 | $0 | $0 | $0 | $0 | $0 | $146,590 |
| Construction | $0 | $1,609,659 | $0 | $0 | $0 | $0 | $1,609,659 |
| Contingency | $0 | $131,484 | $0 | $0 | $0 | $0 | $131,484 |
| **Total** | **$146,590** | **$1,741,143** | **$0** | **$0** | **$0** | **$0** | **$1,887,733** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Stormwater Fund Balance | $86,590 | $941,143 | $0 | $0 | $0 | $0 | $1,027,733 |
| Grants | $60,000 | $800,000 | $0 | $0 | $0 | $0 | $860,000 |
| **Total** | **$146,590** | **$1,741,143** | **$0** | **$0** | **$0** | **$0** | **$1,887,733** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Glenwood Garden

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | FY 24 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | 2165-1279 NE 35 Street |




**Project Description and Benefit:**
Glenwood Garden is a multi-year initiative to transform two City-owned properties into a passive-use public garden showcasing native Florida plants. The project will include native plantings, walking paths, and educational elements to create a tranquil and ecologically focused environment. The garden will enhance neighborhood character, promote environmental stewardship, and provide opportunities for passive recreation. It supports community wellness, sustainable landscaping practices, and increases awareness of native ecosystems within an urban setting.

**Funding Overview:**
Funding for this project is supported through private donations and grant funding. Additional grant funding opportunities are actively pursued to support phased implementation over multiple years.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Community Development Block Grant | Housing and Urban Devel. | 26 | Awarded | $197,638 |
| Florida Recreation Development Assistance Program | FL Dept. of Environmental Protection | 27 | Applied | $200,000 |
| Urban Community Forestry | FL Dept. of Agriculture and Consumer Services | 27 | Awarded | $50,000 |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $199,265 | $0 | $0 | $0 | $0 | $0 | $199,265 |
| Construction | $264,638 | $1,103,328 | $67,000 | $67,000 | $67,000 | $67,000 | $1,635,966 |
| **Total** | **$463,903** | **$1,103,328** | **$67,000** | **$67,000** | **$67,000** | **$67,000** | **$1,835,231** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $6,725 | $600,000 | $0 | $0 | $0 | $0 | $606,725 |
| Contributions Private | $259,540 | $67,000 | $67,000 | $67,000 | $67,000 | $67,000 | $594,540 |
| Parks Impact Fee | $0 | $386,328 | $0 | $0 | $0 | $0 | $386,328 |
| Grants | $197,638 | $50,000 | $0 | $0 | $0 | $0 | $247,638 |
| **Total** | **$463,903** | **$1,103,328** | **$67,000** | **$67,000** | **$67,000** | **$0** | **$1,835,231** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## North Andrews Garden Community Center Kiln Enclosure

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 250 NE 56th Ct |




**Project Description and Benefit:**
This project includes the design and construction of a dedicated kiln storage and enclosure area at the North Andrews Gardens Community Center, including ventilation, safety features, and necessary interior modifications. These improvements will support safe operation, protect equipment, and enhance functionality of arts programming within the facility. The project will improve user safety, expand program capabilities, and support continued community engagement through structured recreational and educational activities.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Park Entrance Signs

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Focus on Oakland Park's Image |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | Citywide. |




**Project Description and Benefit:**
This project includes the phased installation and replacement of park entrance signs, with approximately two signs completed per fiscal year. The signage will reflect a consistent design theme aligned with the City's branding and visual identity. These improvements will enhance park visibility, create a cohesive and recognizable system of parks, and strengthen neighborhood identity while supporting the City's overall image and sense of place.

**Funding Overview:**
This project is funded through the General Fund.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

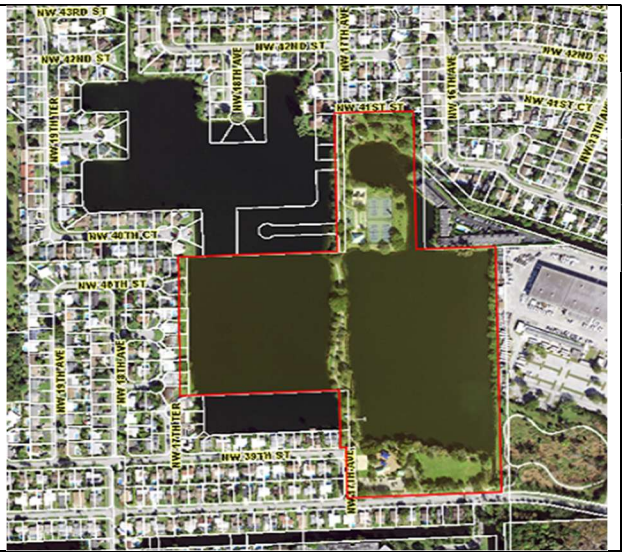
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Royal Palm Park Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 1701 NW 38th Street |




**Project Description and Benefit:**
This project includes the development of a comprehensive improvement plan for Royal Palm Park, followed by phased upgrades to address aging infrastructure and amenities. Improvements may include replacement of playground equipment with poured-in-place safety surfacing, upgraded fitness equipment, replacement of water fountains and site furnishings, LED lighting conversion at courts, and enhancements to park buildings. Recent trail and lighting improvements completed in FY26 have enhanced connectivity and safety. Remaining upgrades will further improve accessibility, functionality, and overall user experience.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support planning and implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Construction | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| CIP Fund Balance / Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Wag Park

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 600 NE 38th St |



**Project Description and Benefit:**
This project includes enhancements to Wag Park, including installation of a pathway within the small dog area, addition of agility equipment in both small and large dog sections, and installation of additional benches. These improvements will enhance usability, increase safety and accessibility, and provide expanded recreational opportunities for residents and their pets. The upgrades will improve the overall user experience and support continued use of the park as a valued community amenity.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

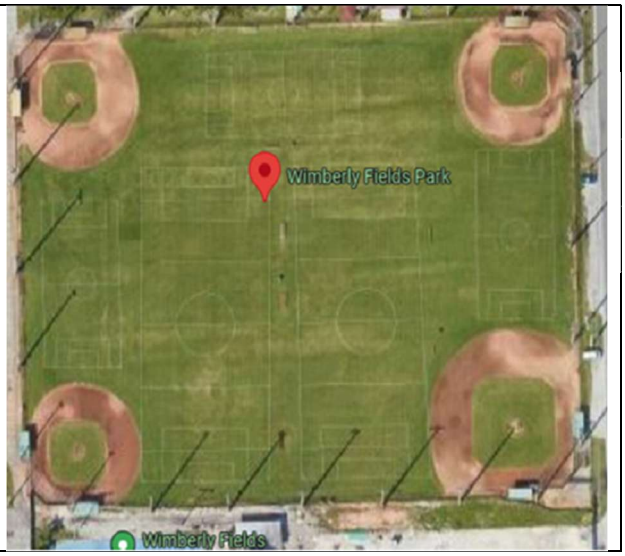
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Wimberly Field Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Community Wellness & Recreation |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | 4000 NE 3rd Avennue |




**Project Description and Benefit:**
This project includes improvements to Wimberly Field, including replacement of perimeter fencing, installation of high backstops, and laser grading of athletic fields. These upgrades will enhance safety, functionality, and overall field conditions. Improved fencing and backstops will reduce reliance on temporary netting and provide long-term durability, while laser grading will improve playability and drainage. The project will support youth sports, recreational programming, and community use by maintaining a safe and high-quality athletic facility.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

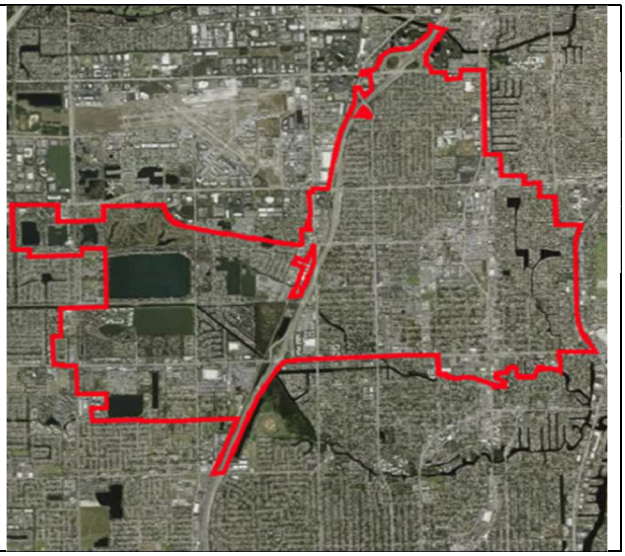
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Citywide Entry/Welcome Signs

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Focus on Oakland Park's Image |
| **Est. Design Start FY:** | FY 24 |
| **Est. Construction Start FY:** | FY 25 |
| **Project Location:** | Citywide – Various entry points and major thoroughfares within Oakland Park |



**Project Description and Benefit:**
This project includes the design, fabrication, and installation of standardized City Welcome signs at key entry points throughout Oakland Park. The signage will reflect a consistent theme aligned with the City's branding and visual identity. These improvements will enhance gateway visibility, strengthen civic identity, improve wayfinding, and create a cohesive and welcoming environment that reinforces the City's image and sense of place.

**Funding Overview:**
This project will be funded through the General Fund.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

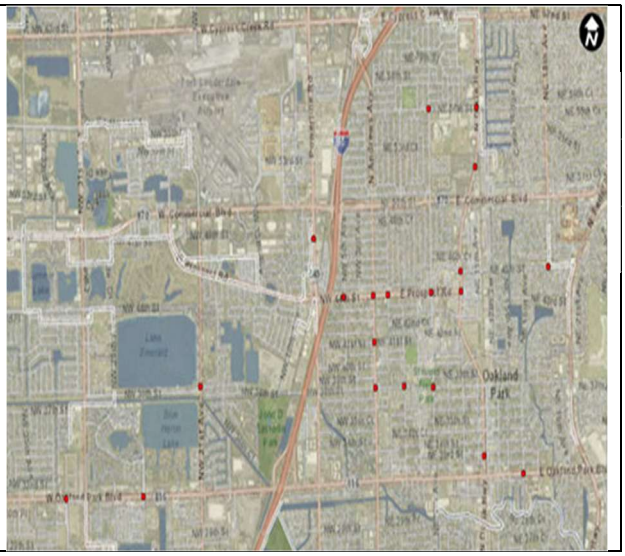
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $50,000 | $0 | $0 | $0 | $0 | $0 | $50,000 |
| Construction | $50,000 | $50,000 | $0 | $0 | $0 | $0 | $100,000 |
| **Total** | **$100,000** | **$50,000** | **$0** | **$0** | **$0** | **$0** | **$150,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $100,000 | $50,000 | $0 | $0 | $0 | $0 | $150,000 |
| **Total** | **$100,000** | **$50,000** | **$0** | **$0** | **$0** | **$0** | **$150,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Citywide Mast Arm Conversion (Surtax)

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | FY 23 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | 19 signalized intersections throughout the City. |



**Project Description and Benefit:**
This project includes the conversion of existing traffic signal installations from span wire systems to mast arm assemblies at 19 intersections throughout the City. The upgrades will improve structural integrity and increase resilience of traffic control infrastructure. Mast arm systems are designed to withstand hurricane-force winds, reducing the risk of signal failure during storm events. This will enhance traffic operations, support emergency response, and improve overall public safety and reliability of the City's transportation network.

**Funding Overview:**
This project is being funded through the County SURTAX program.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Surtax | Broward County | 27 | Awarded | $7,875,000 |

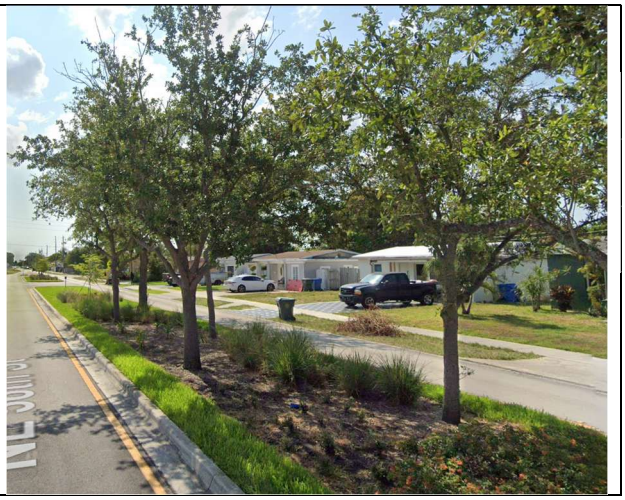
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $950,940 | $0 | $0 | $0 | $0 | $0 | $950,940 |
| Construction | $0 | $7,875,000 | $0 | $0 | $0 | $0 | $7,875,000 |
| **Total** | **$950,940** | **$7,875,000** | **$0** | **$0** | **$0** | **$0** | **$8,825,940** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Surtax - Streets | $950,940 | $7,875,000 | $0 | $0 | $0 | $0 | $8,825,940 |
| **Total** | **$950,940** | **$7,875,000** | **$0** | **$0** | **$0** | **$0** | **$8,825,940** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Citywide Tree Canopy

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Environmental Stewardship & Sustainability |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | N/A |
| **Project Location:** | Citywide in public spaces. |



**Project Description and Benefit:**
This project establishes a dedicated annual funding source to expand and restore Oakland Park's tree canopy, with a focus on key corridors and areas impacted by aging vegetation or storm-related losses. Efforts will include strategic tree planting and replacement to enhance streetscapes and public spaces. Expanding the tree canopy will improve aesthetics, provide shade, reduce urban heat, and contribute to environmental sustainability while supporting public health, wellness, and overall quality of life.

**Funding Overview:**
This project is funded through the General Fund as an ongoing annual investment to support tree planting, replacement, and maintenance activities citywide.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $0 | $50,000 | $50,000 | $50,000 | $50,000 | $50,000 | $250,000 |
| **Total** | **$0** | **$50,000** | **$50,000** | **$50,000** | **$50,000** | **$50,000** | **$250,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $0 | $50,000 | $50,000 | $50,000 | $50,000 | $50,000 | $250,000 |
| **Total** | **$0** | **$50,000** | **$50,000** | **$50,000** | **$50,000** | **$50,000** | **$250,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## CRA Improvements West Dixie Sidestreets

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | 2024 |
| **Est. Construction Start FY:** | 2026 |
| **Project Location:** | NE 35 Street, NE 36 Street, and NE 11 Avenue, west of Dixie Highway |




**Project Description and Benefit:**
This project includes the installation of sidewalks, raised paver brick areas, landscaping and irrigation where possible and utility improvements as needed. This project will improve pedestrian safety and provide a more business friendly environment.

**Funding Overview:**
Funded through ARPA, and if awarded will include funding from a Community Development Block Grant.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

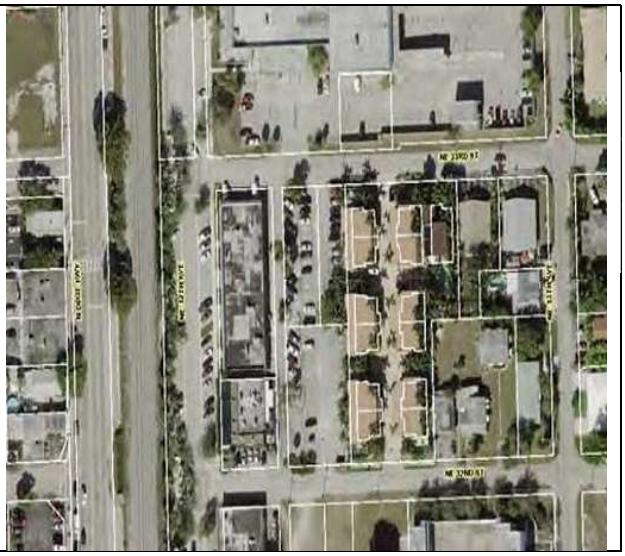
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $46,800 | $0 | $0 | $0 | $0 | $0 | $46,800 |
| CEI & Construction Admin | $0 | $55,167 | $0 | $0 | $0 | $0 | $55,167 |
| Construction | $0 | $551,674 | $0 | $0 | $0 | $0 | $551,674 |
| **Total** | **$46,800** | **$606,841** | **$0** | **$0** | **$0** | **$0** | **$653,641** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| CIP Fund Balance / Unfunded | $0 | $606,841 | $0 | $0 | $0 | $0 | $606,841 |
| Grants | $46,800 | $0 | $0 | $0 | $0 | $0 | $46,800 |
| **Total** | **$46,800** | **$606,841** | **$0** | **$0** | **$0** | **$0** | **$653,641** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Downtown Parking Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | Between NE 33rd Street and NE 32nd Street, just east of Main Street (NE 12th Avenue). |



**Project Description and Benefit:**
This project includes resurfacing, landscaping, and upgrades to a City-leased downtown parking lot from the US Post Office, along with evaluation of additional on-street parking opportunities in the surrounding area. Improvements will address deteriorated pavement, enhance site aesthetics, and improve functionality. These upgrades will improve the overall parking experience, support downtown accessibility, and better integrate the site into ongoing Main Street redevelopment efforts, contributing to economic activity and a more cohesive streetscape.

**Funding Overview:**
A funding source has not yet been identified. The project will be implemented as funding becomes available and prioritized through the City's annual capital planning process.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Landscape Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Oakland Park's Identity |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | FY 26 |
| **Project Location:** | Various high-visibility locations throughout the city including medians, roundabouts and entryway signs. |




**Project Description and Benefit:**
This project includes ongoing landscape enhancements within medians, roundabouts, and entry features to maintain a clean, cohesive, and visually appealing streetscape. Improvements may include replacement of plant materials, installation of new landscaping, and general upgrades in high-visibility areas. These efforts address the impacts of harsh roadway conditions and wear over time. Maintaining attractive landscaping will enhance community identity, create a positive first impression, and promote civic pride while improving the overall aesthetic quality of the City.

**Funding Overview:**
This project is funded through the General Fund as part of ongoing maintenance and beautification efforts.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $50,000 | $100,000 | $100,000 | $100,000 | $50,000 | $0 | $400,000 |
| **Total** | **$50,000** | **$100,000** | **$100,000** | **$100,000** | **$50,000** | **$0** | **$400,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $50,000 | $100,000 | $0 | $0 | $0 | $0 | $150,000 |
| CIP Fund Balance / Unfunded | $0 | | $100,000 | $100,000 | $50,000 | $0 | $250,000 |
| **Total** | **$50,000** | **$100,000** | **$100,000** | **$100,000** | **$50,000** | **$0** | **$400,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Main Street Pergola Replacement and Streetscape Enhancements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Oakland Park's Identity |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | FY 2027 |
| **Project Location:** | Main Street corridor within the downtown area. |



**Project Description and Benefit:**
This project includes the replacement of existing wood pergola structures along Main Street with modern aluminum pergolas designed for durability and resiliency. The new structures will provide enhanced shade, improved aesthetics, and reduced maintenance needs. Upgrading to aluminum will ensure longer service life, resistance to weathering, and improved structural performance. These improvements will enhance the pedestrian environment, support downtown activation, and contribute to a cohesive and high-quality streetscape.

**Funding Overview:**
This project will be funded through the General Fund over a three-year period to support phased implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

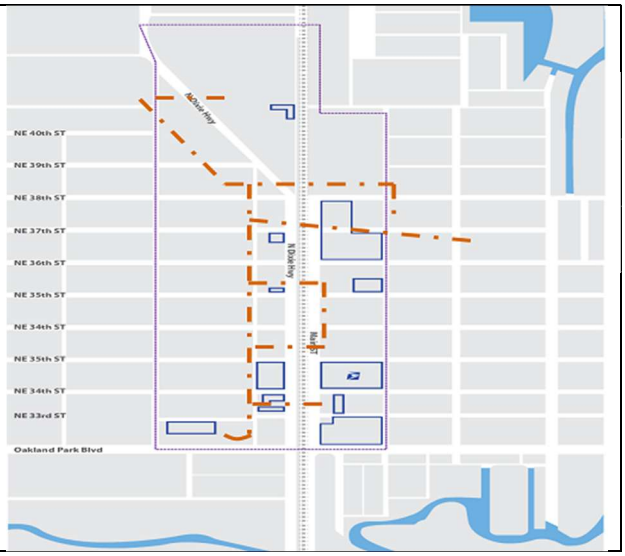
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $0 | $113,000 | $112,000 | $0 | $0 | $0 | $225,000 |
| **Total** | **$0** | **$113,000** | **$112,000** | **$0** | **$0** | **$0** | **$225,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $0 | $113,000 | $112,000 | $75,000 | $0 | $0 | $225,000 |
| **Total** | **$0** | **113,000** | **$112,000** | **$75,000** | **$0** | **$0** | **$225,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Main Street Traffic Recirculation

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Smart Growth & Development |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | Main Street from Oakland Park Boulevard to NE 37 Street. |




**Project Description and Benefit:**
This project implements recommendations from the City's Mobility Study to improve circulation and connectivity within the Main Street area. Improvements may include modifications to parking, roadway configurations, pedestrian and bicycle infrastructure, and transit access. These enhancements will improve mobility, strengthen connections between the district and surrounding neighborhoods, and support future redevelopment. The project will also promote multimodal transportation and reduce reliance on personal vehicles, contributing to long-term economic vitality and accessibility.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

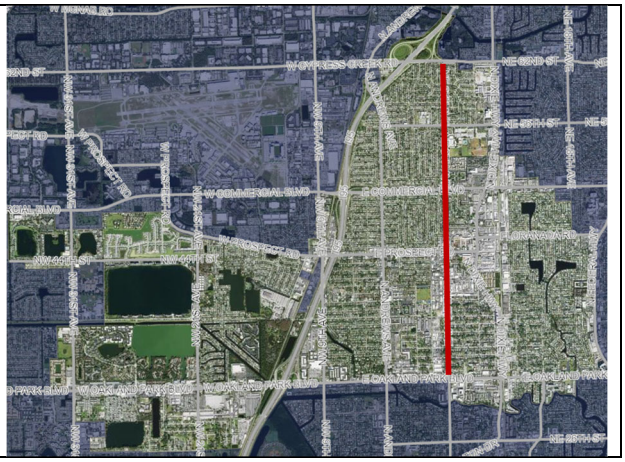
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## NE 6th Avenue Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | 2028 |
| **Est. Construction Start FY:** | 2031 |
| **Project Location:** | NE 6th Avenue Corridor |



**Project Description and Benefit:**
The NE 6th Avenue project includes the evaluation and design of roadway enhancements with a focus on safety and multimodal transportation. Improvements may include traffic calming measures, sidewalks, and multi-use paths at various locations along the corridor. The project will also assess bicycle and pedestrian infrastructure, potential signalization improvements, and intersection enhancements. These upgrades will create a safer, more accessible corridor and support the City's goals of improving mobility and safety for all users.

**Funding Overview:**
Surtax funding has been awarded for the design phase of the project in FY 2028.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Surtax | Broward County | 27 | Awarded | $552,779 |

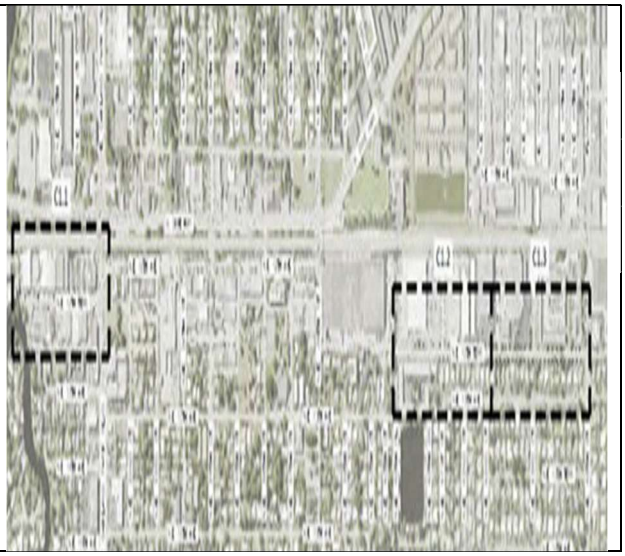
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | | $552,779 | $0 | $0 | $0 | $552,779 |
| CEI & Construction Admin | $0 | $0 | $0 | | $1,025,899 | $0 | $1,025,899 |
| Construction | $0 | $0 | $0 | | $12,823,731 | $0 | $12,823,731 |
| **Total** | **$0** | **$0** | **$552,779** | **$0** | **$13,849,630** | **$0** | **$14,402,409** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Surtax - Streets | $0 | | $552,779 | $0 | $0 | $0 | $552,779 |
| CIP Fund Balance / Unfunded | $0 | $0 | $0 | $0 | $13,849,630 | $0 | $13,849,630 |
| **Total** | **$0** | **$0** | **$552,779** | **$0** | **$13,849,630** | **$0** | **$14,402,409** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## NE 12th Terrace Improvements (CSLIP)

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | FY 26 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | NE 12th Terrace from Oakland Park Blvd. to the Point of Middle River and from Floranada to NE 40th Place |



**Project Description and Benefit:**
This project includes multimodal improvements along NE 12th Terrace, focused on enhancing pedestrian and bicycle infrastructure. Improvements include installation of a continuous 5-foot sidewalk, dedicated bicycle lanes, on-street parking where feasible, and supporting infrastructure. These upgrades will improve safety, increase connectivity, and enhance accessibility for non-vehicular travel. The project will promote walkability, encourage alternative transportation, and support corridor revitalization by creating a more functional and attractive streetscape.

**Funding Overview:**
This project is funded through the Broward MPO's Complete Streets and Other Localized Initiatives Program (CSLIP). Additional local matching funds may be required based on final construction costs and scope.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Complete Streets and Other Localized Initiatives Program | Florida Department of Transportation | 29 | Awarded | $1,267,928 |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $484,929 | $0 | $0 | $0 | $0 | $0 | $484,929 |
| Construction | $0 | $0 | $0 | $1,420,353 | $0 | $0 | $1,420,353 |
| **Total** | **$484,929** | **$0** | **$0** | **$1,420,353** | **$0** | **$0** | **$1,905,282** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Grants | $484,929 | $0 | $0 | $1,420,353 | $0 | $0 | $1,905,282 |
| **Total** | **$484,929** | **$0** | **$0** | **$1,420,353** | **$0** | **$0** | **$1,905,282** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## NE 16th Avenue Sidewalks - Park Lane East to Floranada

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | NE 16th Avenue - E. Park Lane to Floranada |




**Project Description and Benefit:**
This project includes the installation of sidewalks on both sides of NE 16th Avenue between E. Park Lane and Floranada Road, completing a critical gap in the pedestrian network. The improvements will provide continuous pedestrian access along the corridor and enhance connectivity to surrounding neighborhoods and local destinations. This project will improve walkability, increase pedestrian safety, and support mobility by creating a safer and more accessible route for residents, students, and visitors.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

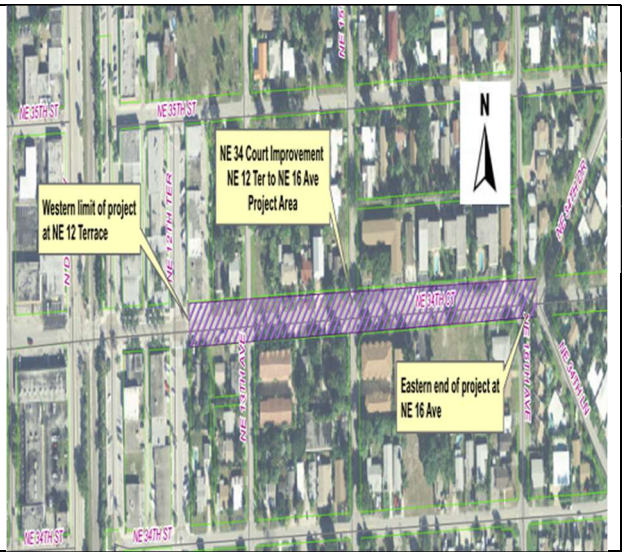
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## NE 34 Ct. from NE 12 Terr. to NE 16 Ave Roadway Improvement (LAP)

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | FY 27 |
| **Est. Construction Start FY:** | FY 30 |
| **Project Location:** | NE 34 Ct from NE 12 Terrace to NE 16 Ave |




**Project Description and Benefit:**
This project will implement roadway and streetscape enhancements along NE 34th Court, modeled after improvements previously completed on the west side of Dixie Highway. Improvements will also include upgraded street elements that enhance pedestrian and vehicular circulation and aesthetics.
The proposed improvements will increase multimodal transportation options and improve safety, accessibility, and aesthetics along this key connection between the South Corals neighborhood and Downtown Oakland Park. This initiative supports the City's Complete Streets goals and promotes walkability, cycling, and neighborhood connectivity.

**Funding Overview:**
This project is being funded through the Broward MPO under the Complete Streets and Other Localized Initiatives Program (CSLIP) and has been officially converted to a Local Agency Program (LAP) project under FDOT. Local match and in-kind contributions will be coordinated as the project advances to final design and construction.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Complete Streets and Other Localized Initiatives Program | Florida Department of Transportation | 30 | Awarded | $1,775,256 |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $108,358 | $141,642 | $0 | $0 | $0 | $0 | $250,000 |
| Construction | $0 | $0 | $0 | $0 | $1,220,204 | $0 | $1,220,204 |
| CEI & Construction Admin | $0 | $0 | $0 | $0 | $152,526 | $0 | $152,526 |
| Contingency | $0 | $0 | $0 | $0 | $152,526 | $0 | $152,526 |
| **Total** | **$108,358** | **$141,642** | **$0** | **$0** | **$1,525,256** | **$0** | **$1,775,256** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Grants | $108,358 | $141,642 | $0 | $0 | $1,525,256 | $0 | $1,775,256 |
| **Total** | **$108,358** | **$141,642** | **$0** | **$0** | **$1,525,256** | **$0** | **$1,775,256** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## NW 21st Avenue Improvements - South of OPB (CSLIP)

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | FY 23 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | NW 21st Avenue - NW 26th Street to Commercial Boulevard |



**Project Description and Benefit:**
This project includes roadway and bicycle lane improvements along NW 21st Avenue from NW 26th Street to Commercial Boulevard. Enhancements include widening and improved delineation of bike lanes south of NW 26th Street and green surface treatments to enhance visibility north of NW 26th Street. These improvements will increase cyclist safety, improve multimodal connectivity, and enhance the corridor's visual character. The project supports alternative transportation options and advances the City's goals for connectivity and corridor revitalization.

**Funding Overview:**
This project is funded through the Broward MPO's Complete Streets and Other Localized Initiatives Program (CSLIP).

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| Complete Streets and Other Localized Initiatives Program | Florida Department of Transportation | 27 | Awarded | $1,696,890 |

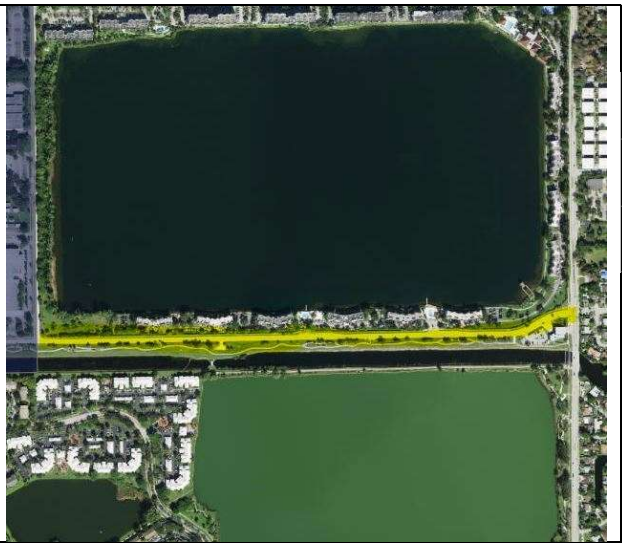
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $552,631 | $0 | $0 | $0 | $0 | $0 | $552,631 |
| Construction | $0 | $1,696,890 | $0 | $0 | $0 | $0 | $1,696,890 |
| Contingency | $155,000 | $0 | $0 | $0 | $0 | $0 | $155,000 |
| **Total** | **$707,631** | **$1,696,890** | **$0** | **$0** | **$0** | **$0** | **$2,404,521** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Transfer from General Fund | $155,000 | $0 | $0 | $0 | $0 | $0 | $155,000 |
| Grants | $552,631 | $1,696,890 | $0 | $0 | $0 | $0 | $2,249,521 |
| **Total** | **$707,631** | **$1,696,890** | **$0** | **$0** | **$0** | **$0** | **$2,404,521** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## NW 39 Street Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | 2028 |
| **Est. Construction Start FY:** | 2031 |
| **Project Location:** | NW 39 Street corridor from NW 21 Avenue to NW 29 Avenue |



**Project Description and Benefit:**
The NW 39 Street improvement project includes the evaluation and implementation of roadway enhancements, with an emphasis on multimodal and pedestrian-friendly features. Potential improvements include lane reconfiguration, traffic calming measures, and safer pedestrian crossings near the school at the western limits. These enhancements will create a safer, more accessible corridor and support the City's goals of improving mobility, safety, and overall connectivity.

**Funding Overview:**
Surtax funding has been awarded for the design phase of the project in FY 2028.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $235,414 | $0 | $0 | $0 | $235,414 |
| **Total** | **$0** | **$0** | **$235,414** | **$0** | **$0** | **$0** | **$235,414** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Surtax - Streets | $0 | $0 | $235,414 | $0 | $0 | $0 | $235,414 |
| **Total** | **$0** | **$0** | **$235,414** | **$0** | **$0** | **$0** | **$235,414** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## NW 44 Street Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | NW 44th Street between approximately NW 34th Way and NW 21st Avenue |




**Project Description and Benefit:**
The NW 44th Street Improvements project includes the evaluation and implementation of roadway enhancements, with a focus on traffic calming and safety. The project aims to improve conditions for pedestrians and motorists while enhancing quality of life for nearby residents. Potential improvements include lane reconfigurations, enhanced pedestrian crossings, and other measures to reduce speeds and improve safety. This project will address ongoing concerns related to vehicle speeds, pedestrian safety, and roadway design. Enhancements will create a safer, more comfortable corridor and support the City's goals for mobility, livability, and community well-being.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

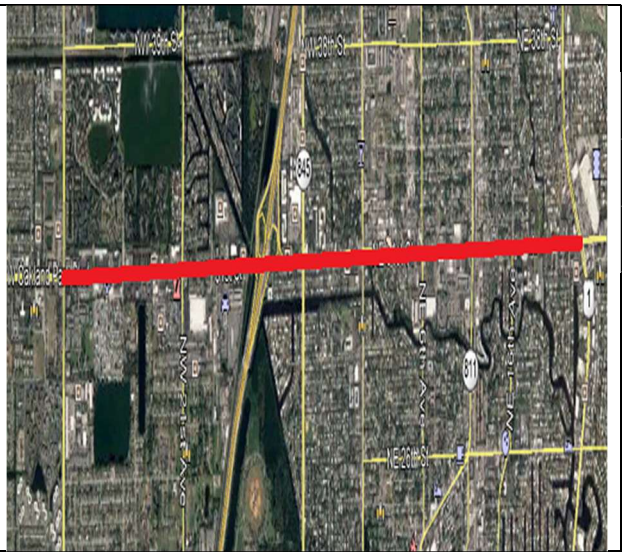
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Oakland Park Boulevard Corridor Improvements

| | |
|---|---|
| **Department:** | Engineering and Community Development (ECD) |
| **Primary Strategic Plan Performance Area:** | Infrastructure Needs |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | Oakland Park Boulevard from NW 31st Avenue to Federal Highway (4.5 miles) |



**Project Description and Benefit:**
This project proposes a comprehensive multimodal corridor study of Oakland Park Boulevard from NW 31st Avenue to Federal Highway. The 4.5-mile corridor will be evaluated to assess traffic patterns and infrastructure conditions for all modes of transportation, including passenger vehicles, transit, bicycles, and pedestrians. The study will produce recommendations for improvements focused on enhancing safety, accessibility, and mobility.<br /><br />Scope elements may include signing and pavement markings, ADA accessibility upgrades, landscaping, hardscaping, and intersection redesign. A notable feature of the study is a proposed local entrance/gateway element at the intersection of Oakland Park Boulevard and Andrews Avenue to improve placemaking and wayfinding.
According to FDOT, Oakland Park Boulevard—particularly the segment between Andrews Avenue and Federal Highway—is among the most congested roadway segments in east Broward County. In 2019, the average daily traffic volume along this corridor was recorded at 53,000 vehicles. The existing infrastructure does not adequately support multi-modal transportation, creating safety and accessibility challenges. This study is critical to guiding future improvements that will address congestion, promote transit use, and foster a safer and more attractive corridor.

**Funding Overview:**

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

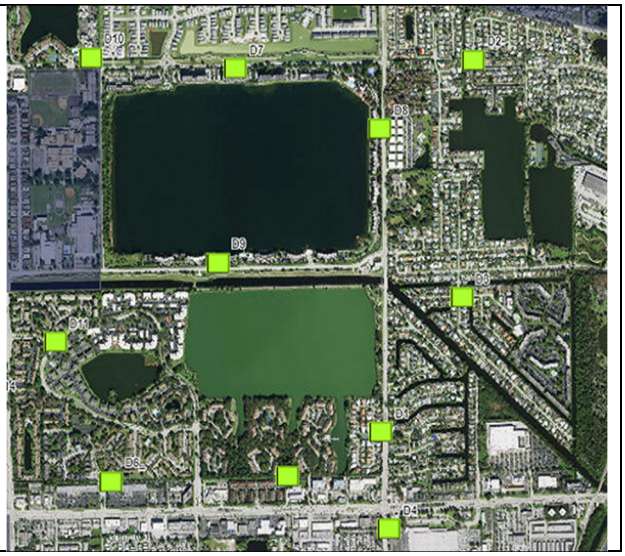
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Lift Station Upgrades

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | On-going |
| **Project Location:** | Citywide. |



**Project Description and Benefit:**
This project includes ongoing upgrades to wastewater lift stations to improve efficiency, functionality, and system resilience. Improvements include control panel replacements, pump resizing, force main modifications, and installation of wastewater meters to enhance system monitoring. These upgrades address aging infrastructure, improve flow management, and support identification of infiltration and inflow. The project will enhance system reliability, reduce operational strain, and improve overall performance of the wastewater network.

**Funding Overview:**
This project is funded through the Water and Sewer Enterprise Fund.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

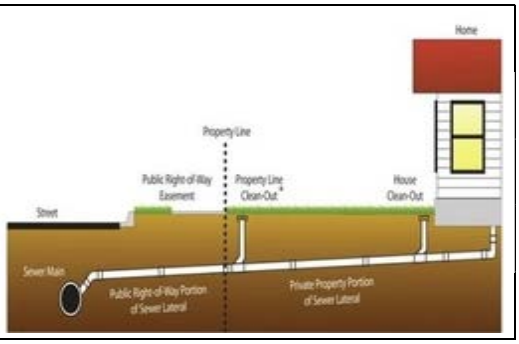
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $0 | $0 | $300,000 | $300,000 | $300,000 | $300,000 | $1,200,000 |
| Design | $0 | $100,000 | $0 | $0 | $0 | $0 | $100,000 |
| **Total** | **$0** | **$100,000** | **$300,000** | **$300,000** | **$300,000** | **$300,000** | **$1,300,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Water/Sewer Fund Balance | $0 | $100,000 | $300,000 | $300,000 | $300,000 | $300,000 | $1,300,000 |
| **Total** | **$0** | **$100,000** | **$300,000** | **$300,000** | **$300,000** | **$300,000** | **$1,300,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Sewer Laterals Upgrade

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | FY 25 |
| **Project Location:** | Citywide. |




**Project Description and Benefit:**
This project includes installation of sewer clean-outs at the right-of-way line and rehabilitation of laterals through CIPP lining. Improvements will address aging clay pipe laterals that are prone to root intrusion, cracks, and blockages. Installing clean-outs will improve access for maintenance, while lining will seal joints and prevent infiltration and root intrusion. These upgrades will reduce service interruptions, decrease emergency calls, and improve overall system reliability and performance.

**Funding Overview:**
This project is funded through the Water and Sewer Enterprise Fund.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

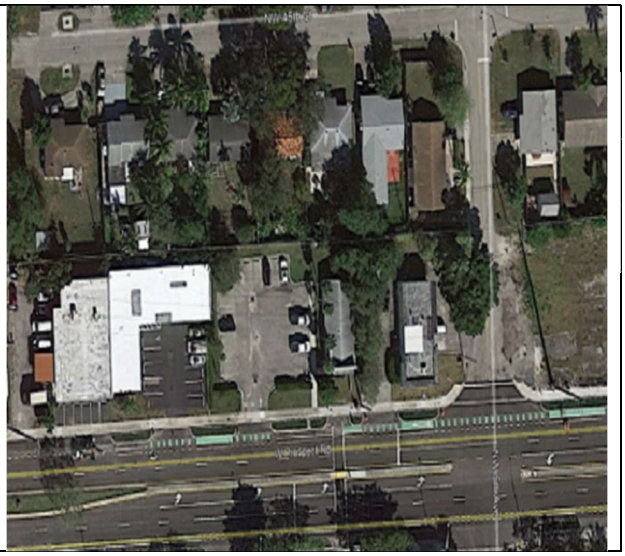
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $285,000 | $100,000 | $100,000 | $100,000 | $100,000 | $0 | $685,000 |
| **Total** | **$285,000** | **$100,000** | **$100,000** | **$100,000** | **$100,000** | **$0** | **$685,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Water/Sewer Fund Balance | $285,000 | $100,000 | $100,000 | $100,000 | $100,000 | $0 | $685,000 |
| **Total** | **$285,000** | **$100,000** | **$100,000** | **$100,000** | **$100,000** | **$0** | **$685,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Water Main Interconnections with Broward County

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 26 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | NE 6th Avenue at NE 46th Court, NW 5th Avenue at Prospect Road, NW 29th Street at NW 31st Avenue and others to be identified in the Water Distribution System Master Plan Updat |



**Project Description and Benefit:**
This project includes the construction of additional water main interconnections with Broward County to provide a reliable backup potable water source during emergency conditions. Expanding interconnections will improve system redundancy and maintain service continuity if the primary supply from the Five Ash Water Treatment Plant is disrupted. These improvements will enhance system resilience, maintain adequate water pressure during emergencies, and protect public health and safety by ensuring consistent water service.

**Funding Overview:**
This project is funded through the Water and Sewer Fund balance to support system resiliency and emergency preparedness improvements.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

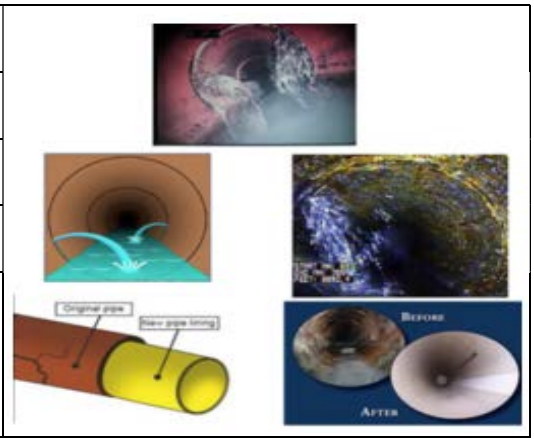
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $35,000 | $0 | $0 | $0 | $0 | $0 | $35,000 |
| Construction | $300,000 | $300,000 | $0 | $0 | $0 | $0 | $600,000 |
| **Total** | **$335,000** | **$300,000** | **$0** | **$0** | **$0** | **$0** | **$635,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Water/Sewer Fund Balance | $335,000 | $300,000 | $0 | $0 | $0 | $0 | $635,000 |
| **Total** | **$335,000** | **$300,000** | **$0** | **$0** | **$0** | **$0** | **$635,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## WWMP 1 - Gravity Sewer System Upgrades - CIPP Lining, Grouting and MH Rehab

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | On-going |
| **Project Location:** | Citywide, with priority focus on lift station basins B-1, C-1, C-2, D-1, D-2, and D-3 due to increased run times following rain events and confirmed I/I from CCTV inspections. |



**Project Description and Benefit:**
This project implements Wastewater Master Plan recommendations to reduce infiltration and inflow (I/I) through CIPP lining, grouting, manhole rehabilitation, and system testing. Work will be completed on a basin-by-basin basis, prioritizing areas with the highest I/I levels. These improvements will reduce groundwater intrusion, improve system performance, and extend infrastructure life. Reducing I/I will lower wastewater transmission and treatment costs, decrease energy use, and reduce system wear, resulting in long-term operational savings.

**Funding Overview:**
This program is currently funded through operating revenue. The City has also submitted requests for Federal appropriations to support expanded I/I reduction efforts.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $77,725 | $0 | $0 | $0 | $0 | $0 | $77,725 |
| Construction | $5,529,081 | $1,000,000 | $2,000,000 | $3,000,000 | $3,000,000 | $3,000,000 | $17,529,081 |
| **Total** | **$5,606,806** | **$1,000,000** | **$2,000,000** | **$3,000,000** | **$3,000,000** | **$3,000,000** | **$17,606,806** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Water/Sewer Fund Balance | $5,606,806 | $1,000,000 | $2,000,000 | $3,000,000 | $3,000,000 | $3,000,000 | $17,606,806 |
| **Total** | **$5,606,806** | **$1,000,000** | **$2,000,000** | **$3,000,000** | **$3,000,000** | **$3,000,000** | **$17,606,806** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## WMP 1 - Water Main Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 27 |
| **Est. Construction Start FY:** | FY 28 |
| **Project Location:** | Pursuant to the Water Main Master Plan prioritization list for water main upgrades located on Commercial Blvd and also NE 40th Street |



**Project Description and Benefit:**
This project includes the extension and upsizing of water mains to improve system hydraulics in accordance with the Water Master Plan. Improvements will address undersized, aging, and poorly interconnected mains, including replacement of galvanized infrastructure. These upgrades will enhance water pressure, increase flow capacity, improve system reliability, and strengthen fire protection, ensuring a more efficient and resilient potable water system for residents.

**Funding Overview:**
This project is funded through the Water and Sewer Fund balance to support system upgrades and long-term infrastructure reliability.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $100,000 | $100,000 | $200,000 | $200,000 | $200,000 | $800,000 |
| Construction | $0 | $0 | $1,100,000 | $2,000,000 | $2,000,000 | $2,000,000 | $7,100,000 |
| **Total** | **$0** | **$100,000** | **$1,200,000** | **$2,200,000** | **$2,200,000** | **$2,200,000** | **$7,900,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Water/Sewer Fund Balance | $0 | $100,000 | $1,200,000 | $2,200,000 | $2,200,000 | $2,200,000 | $7,900,000 |
| **Total** | **$0** | **$100,000** | **$1,200,000** | **$2,200,000** | **$2,200,000** | **$2,200,000** | **$7,900,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## WMP 2 - Galvanized Water Services Upgrade

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | Citywide |



**Project Description and Benefit:**
This project includes the replacement of existing galvanized water services with polyethylene piping to improve system reliability and performance. Galvanized services have exceeded their useful life and are prone to corrosion, reduced flow capacity, and frequent failures. Replacing these lines will improve water pressure and flow, reduce service interruptions, and minimize emergency repairs that impact roadways and residents. The project also supports compliance with EPA Lead and Copper Rule Revisions (LCRR) requirements.

**Funding Overview:**
This project is funded through the Water and Sewer Fund balance to support regulatory compliance and long-term system reliability improvements.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $0 | $500,000 | $750,000 | $750,000 | $750,000 | $750,000 | $3,500,000 |
| **Total** | **$0** | **$500,000** | **$750,000** | **$750,000** | **$750,000** | **$750,000** | **$3,500,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Water/Sewer Fund Balance | $0 | $500,000 | $750,000 | $750,000 | $750,000 | $750,000 | $3,500,000 |
| **Total** | **$0** | **$500,000** | **$750,000** | **$750,000** | **$750,000** | **$750,000** | **$3,500,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## WWMP 2 - SCADA Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Smart Growth & Development |
| **Est. Design Start FY:** | FY 29 |
| **Est. Construction Start FY:** | FY 30 |
| **Project Location:** | Citywide. |



**Project Description and Benefit:**
This project includes upgrading the City's SCADA system to a cellular-based platform and modernizing associated software. The existing system provides limited monitoring and control capabilities. Upgrades will enhance real-time system visibility, improve operational control, and support better identification of issues such as infiltration and inflow, pressure fluctuations, and system inefficiencies. These improvements will increase reliability, improve response times, and support more efficient management of the wastewater system.

**Funding Overview:**
This project is funded through the Water and Sewer Enterprise Fund.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $0 | $100,000 | $0 | $0 | $100,000 |
| Construction | $0 | $0 | $0 | $0 | $400,000 | $0 | $400,000 |
| **Total** | **$0** | **$0** | **$0** | **$100,000** | **$400,000** | **$0** | **$500,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Water/Sewer Fund Balance | $0 | $0 | $0 | $100,000 | $400,000 | $0 | $500,000 |
| **Total** | **$0** | **$0** | **$0** | **$100,000** | **$400,000** | **$0** | **$500,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Cherry Creek Dredging

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Improved Water Quality and Flood Protection of Cherry Creek and the Coral Lakes |
| **Est. Design Start FY:** | FY 27 |
| **Est. Construction Start FY:** | FY 28 |
| **Project Location:** | Cherry Creek extends north from the C-13/Middle River Canal beneath Oakland Park Blvd and NE just west NE 18th Terrace, beneath NE 34th Court just west of NE 17th Terrace and beneath NE 38th Street just west of NE 16th Terrace |




**Project Description and Benefit:**
Dredge Cherry Creek where sediment has built-up over time and restore the natural tidal flow to the creek and lakes Sediment has built up over time restricting tidal flow to and from the Coral Lakes and creating water quality concerns. Removing the build up sediment will increase water exchange to the lakes and restore access into the lakes for sea life

**Funding Overview:**
To apply for Flood Mitigation Assistance (FMA), Building Resilient Infrastructure and Communities (BRIC), FIND Grants, State Appropriation Grants or utilize fund balance from Stormwater Fund

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $50,000 | $0 | $0 | $0 | $0 | $50,000 |
| Construction | $0 | $0 | $250,000 | $0 | $0 | $0 | $250,000 |
| **Total** | **$0** | **$50,000** | **$250,000** | **$0** | **$0** | **$0** | **$300,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Stormwater Fund Balance | $0 | $50,000 | $250,000 | $0 | $0 | $0 | $300,000 |
| **Total** | **$0** | **$50,000** | **$250,000** | **$0** | **$0** | **$0** | **$300,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Curbing and Swaling for Drainage Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | FY 28 |
| **Project Location:** | Various locations throughout the City where improvements are needed to collect and convey stormwater runoff. |

**Project Description and Benefit:**
This project includes installation of curbing and swale improvements at various locations to enhance stormwater conveyance and drainage performance. Improvements will include installation of curbing to direct runoff from pavement and protect swales from vehicular damage, as well as regrading and sediment removal in silted swales. These enhancements will improve drainage capacity, reduce localized ponding, and provide clearer roadway edge definition during storm events, improving both safety and system functionality.

**Funding Overview:**
This project is funded through the Stormwater Fund.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

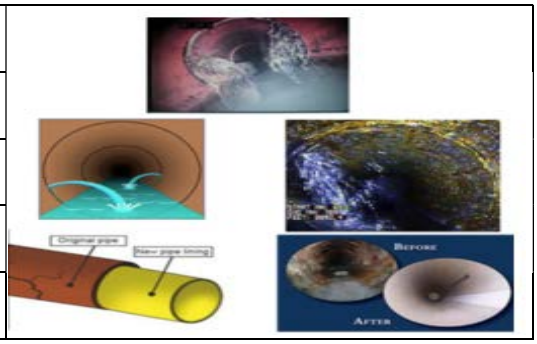
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $70,000 | $0 | $35,000 | $35,000 | $0 | $0 | $140,000 |
| **Total** | **$70,000** | **$0** | **$35,000** | **$35,000** | **$0** | **$0** | **$140,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Stormwater Fund Balance | $70,000 | $0 | $35,000 | $35,000 | $0 | $0 | $140,000 |
| **Total** | **$70,000** | **$0** | **$35,000** | **$35,000** | **$0** | **$0** | **$140,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## Storm Drainage Pipe Lining

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | N/A |
| **Est. Construction Start FY:** | FY 25 |
| **Project Location:** | Citywide. |




**Project Description and Benefit:**
This project includes rehabilitation of aging stormwater pipes, particularly corrugated metal pipe, through lining methods to extend service life and prevent failure. Many existing systems lack accurate records and include materials that have deteriorated over time. Lining these pipes will restore structural integrity, maintain drainage capacity, and prevent collapse. These improvements will reduce the risk of sinkholes, roadway hazards, and property damage, while extending infrastructure life and improving overall system reliability.

**Funding Overview:**
This project is funded through the Stormwater Fund.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

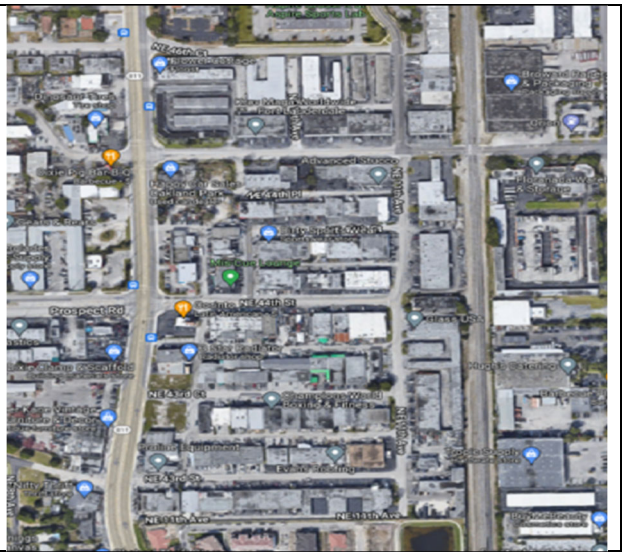
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Construction | $130,000 | $50,000 | $50,000 | $50,000 | $50,000 | $0 | $330,000 |
| **Total** | **$130,000** | **$50,000** | **$50,000** | **$50,000** | **$50,000** | **$0** | **$330,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Stormwater Fund Balance | $130,000 | $50,000 | $50,000 | $50,000 | $50,000 | $0 | $330,000 |
| **Total** | **$130,000** | **$50,000** | **$50,000** | **$50,000** | **$50,000** | **$0** | **$330,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 2 - Floranada Business District Pump Stations and Drainage Wells

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 27 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | Floranada Road, east of Dixie Highway. |




**Project Description and Benefit:**
This project includes a condition assessment and capacity analysis of three existing pump stations and drainage wells serving the Floranada Business District, along with interconnection of stormwater systems through installation of approximately 400 linear feet of 18-inch storm pipe. These improvements will optimize system performance, enhance connectivity, and improve drainage efficiency across an approximately 100-acre tributary area. The project will reduce localized flooding and improve overall resiliency in a known flood-prone commercial corridor.

**Funding Overview:**
This project is funded through CIP Fund Balance.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

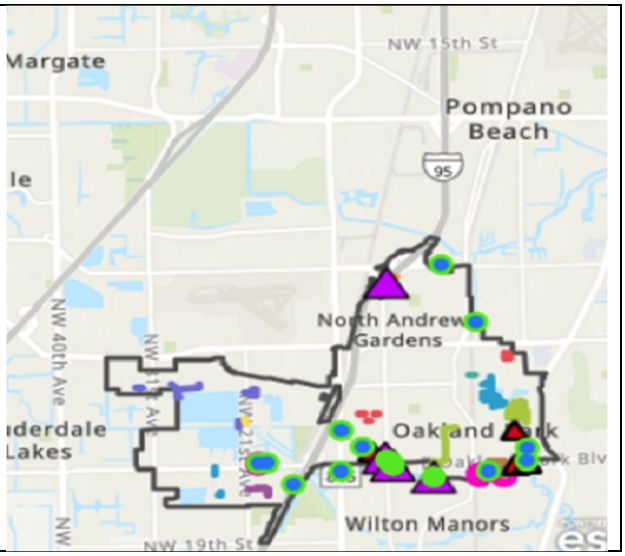
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $43,000 | $0 | $0 | $0 | $0 | $43,000 |
| Construction | $0 | $100,000 | $0 | $0 | $0 | $0 | $100,000 |
| **Total** | **$0** | **$143,000** | **$0** | **$0** | **$0** | **$0** | **$143,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Stormwater Fund Balance | $0 | $143,000 | $0 | $0 | $0 | $0 | $143,000 |
| **Total** | **$0** | **$143,000** | **$0** | **$0** | **$0** | **$0** | **$143,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 4 - Critical Outfall Structures

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 28 |
| **Est. Construction Start FY:** | FY 29 |
| **Project Location:** | Various outfall locations throughout the City |




**Project Description and Benefit:**
This project includes the installation of control structures at critical outfall locations to better manage stormwater discharge throughout the City. Improvements will provide greater control over flow rates and allow for prioritization of discharges during storm events. These enhancements will reduce peak discharge impacts, improve system performance, and support flood mitigation efforts, contributing to overall resiliency of the City's stormwater infrastructure.

**Funding Overview:**
This project is funded through the Stormwater Fund and grant funding to support critical infrastructure improvements and enhance system capacity and control.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

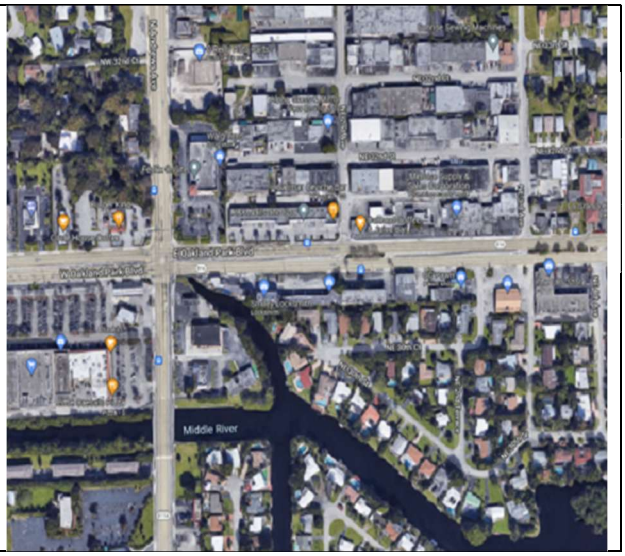
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $841,000 | $0 | $0 | $0 | $841,000 |
| Construction | $0 | $0 | $0 | $3,647,534 | $0 | $0 | $3,647,534 |
| Contingency | $0 | $0 | $0 | $842,000 | $0 | $0 | $842,000 |
| **Total** | **$0** | **$0** | **$841,000** | **$4,489,534** | **$0** | **$0** | **$5,330,534** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| State Revolving Fund Loan | $0 | $0 | $841,000 | $4,489,534 | $0 | $0 | $5,330,534 |
| Stormwater Fund Balance | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total** | **$0** | **$0** | **$841,000** | **$4,489,534** | **$0** | **$0** | **$5,330,534** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 5b - NE 2nd Ave and E Oakland Park Blvd Pump Station

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 27 |
| **Est. Construction Start FY:** | FY 28 |
| **Project Location:** | E Oakland Park Boulevard, east of N Andrews Avenue. |




**Project Description and Benefit:**
This project includes the installation of a stormwater pump station to improve drainage capacity in a flood-prone area of the City. The pump station will enhance the level of service by actively conveying stormwater during heavy rainfall events, reducing localized flooding and improving system performance. This improvement will increase resiliency, protect infrastructure and property, and support safer conditions for residents and businesses.

**Funding Overview:**
This project is funded through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

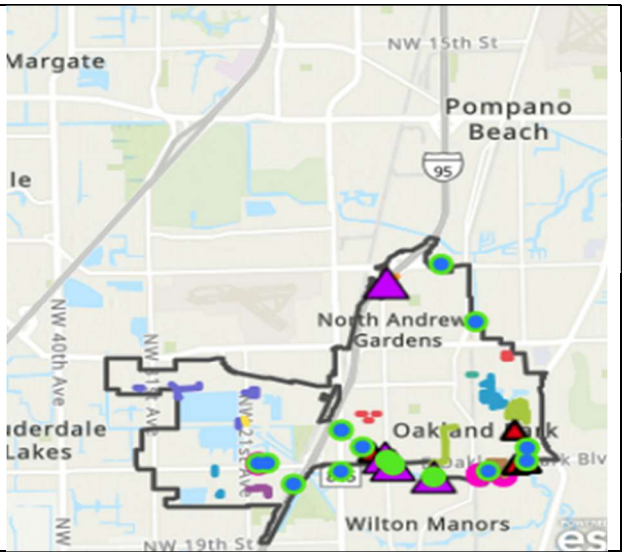
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $650,000 | $0 | $0 | $0 | $650,000 |
| Construction | $0 | | $0 | $1,500,000 | $1,500,000 | $0 | $3,000,000 |
| Contingency | $0 | | $0 | $250,000 | $250,000 | $0 | $500,000 |
| **Total** | **$0** | **$0** | **$650,000** | **$1,750,000** | **$1,750,000** | **$0** | **$4,150,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| State Revolving Fund Loan | $0 | $0 | $650,000 | $1,750,000 | $1,750,000 | $0 | $4,150,000 |
| Stormwater Fund Balance | $0 | | $0 | $0 | $0 | $0 | $0 |
| **Total** | **$0** | **$0** | **$650,000** | **$1,750,000** | **$1,750,000** | **$0** | **$4,150,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 6 - Tidal Valves

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | Various locations throughout the City. |




**Project Description and Benefit:**
This project includes installation of low headloss tidal check valves at major outfall locations to prevent backflow from rising tailwater conditions. These valves will protect the stormwater system from tidal influences and reduce the risk of flooding caused by reverse flow during high tide or storm surge events. The improvements will enhance system performance, increase resiliency, and protect upstream infrastructure and properties from tidal impacts.

**Funding Overview:**
Funding is anticipated through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

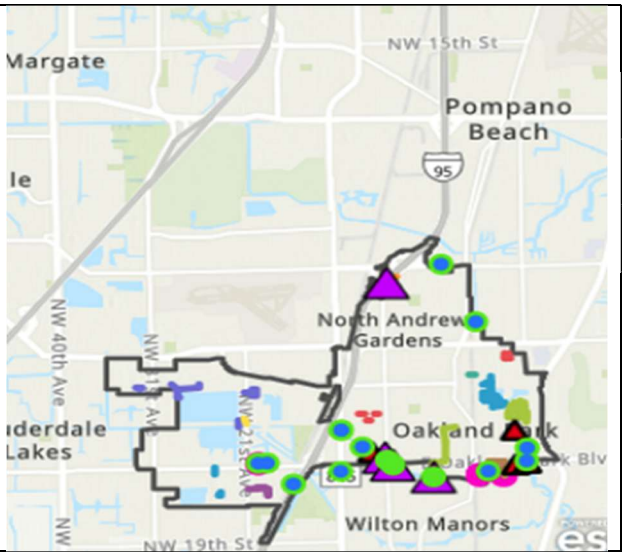
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 7 - Raising and Replacing Flood Barriers

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 26 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | Various locations throughout the City. |




**Project Description and Benefit:**
This project includes a condition assessment of the four City-owned seawalls, followed by repair or replacement as needed to achieve compliance with Broward County Ordinance No. 2020-11. Improvements will address structural deficiencies and enhance protection against tidal impacts and sea level rise. These upgrades will improve resiliency, protect adjacent infrastructure and properties, and ensure regulatory compliance.

**Funding Overview:**
This project is funded through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

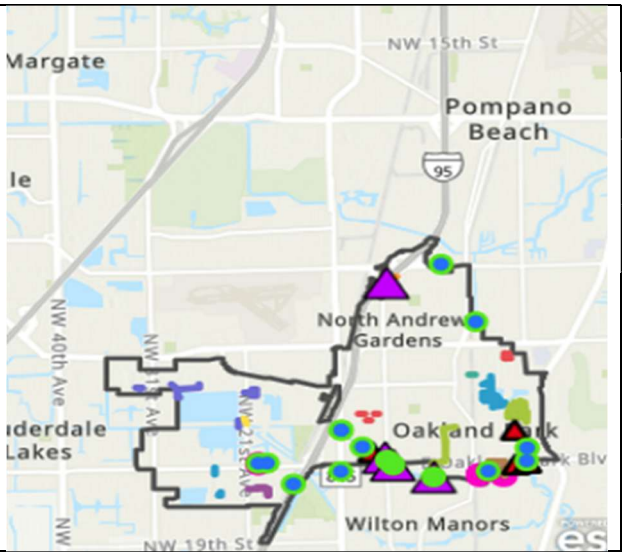
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $650,000 | $0 | $0 | $0 | $0 | $650,000 |
| Construction | $0 | $0 | $1,300,000 | $1,300,000 | $0 | $0 | $2,600,000 |
| **Total** | **$0** | **$650,000** | **$1,300,000** | **$1,300,000** | **$0** | **$0** | **$3,250,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| State Revolving Fund Loan | $0 | $650,000 | $1,300,000 | $1,300,000 | $0 | $0 | $3,250,000 |
| **Total** | **$0** | **$650,000** | **$1,300,000** | **$1,300,000** | **$0** | **$0** | **$3,250,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 8 - Protecting Sanitary Sewer Lift Stations

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | Various locations throughout the City. |




**Project Description and Benefit:**
This project includes resiliency upgrades to four sanitary sewer lift stations through electrical and structural improvements. Enhancements may include installation of watertight control panels, elevation of electrical equipment, and provision or elevation of standby emergency generators. These improvements will protect critical infrastructure from flooding, ensure continuous operation during storm events, and reduce the risk of service disruptions, supporting overall system reliability and emergency preparedness.

**Funding Overview:**
Funding is anticipated through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

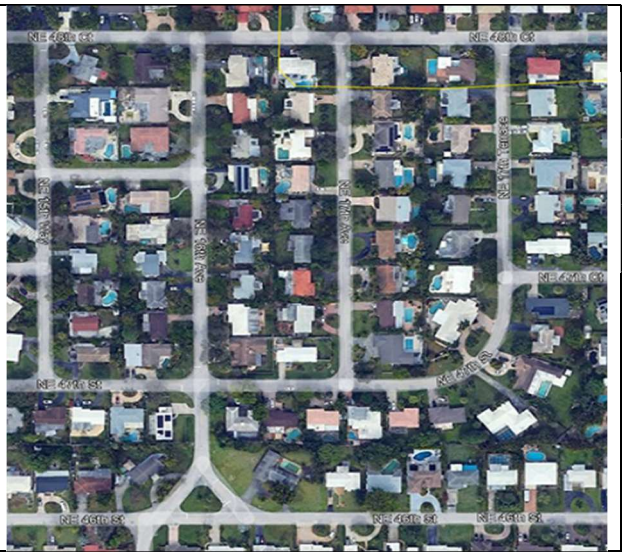
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Total** | | | | | | **$0** | **$0** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 10 - North Coral Lakes Drainage Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 25 |
| **Est. Construction Start FY:** | FY 27 |
| **Project Location:** | NE 16 Avenue, NE 17 Avenue, and NE 17 Terrace, from NE 48 Street south to NE 47 Street. |



**Project Description and Benefit:**
This project includes drainage improvements within the North Coral Lakes neighborhood to address recurring flooding issues. Work will include extension of the existing stormwater system to improve conveyance and reduce localized flooding. These enhancements will increase the level of service, improve roadway conditions during storm events, and protect adjacent properties. The project will strengthen system performance and resiliency in a known flood-prone area.

**Funding Overview:**
This project is funded through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

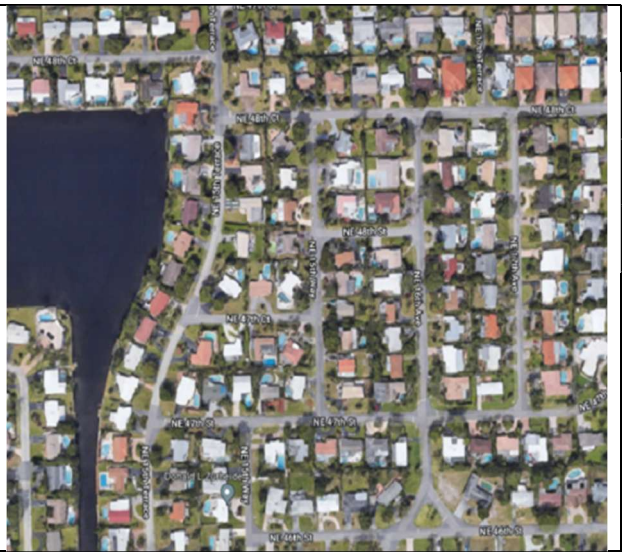
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $74,360 | | $0 | $0 | $0 | $0 | $74,360 |
| Construction | $0 | | $1,120,700 | $0 | $0 | $0 | $1,120,700 |
| CEI & Construction Admin | $0 | | $100,000 | $0 | $0 | $0 | $100,000 |
| Contingency | $0 | | $100,000 | $0 | $0 | $0 | $100,000 |
| **Total** | **$74,360** | **$0** | **$1,320,700** | **$0** | **$0** | **$0** | **$1,395,060** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| State Revolving Fund Loan | $74,360 | | $1,320,700 | $0 | $0 | $0 | $1,395,060 |
| **Total** | **$74,360** | **$0** | **$1,320,700** | **$0** | **$0** | **$0** | **$1,395,060** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 10 - NE 48th St and NE 15th Way / NE 16th Ave

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 27 |
| **Est. Construction Start FY:** | FY 28 |
| **Project Location:** | NE 48 Street and NE 15 Way / NE 16 Avenue. |



**Project Description and Benefit:**
This project includes installation of approximately 700 linear feet of exfiltration trenches and 80 linear feet of solid pipe to improve drainage in a flood-prone area. These improvements will enhance stormwater conveyance and storage, reducing localized flooding and improving roadway conditions during storm events. The project will increase the level of service, protect adjacent properties, and strengthen system resiliency in an area that experiences recurring drainage issues.

**Funding Overview:**
This project is currently unfunded. The City will evaluate potential funding opportunities, including grants and future budget allocations, to support implementation.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

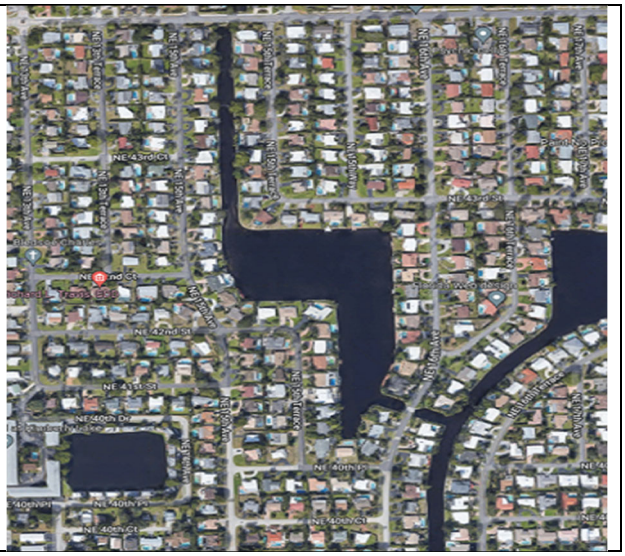
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $80,000 | $0 | $0 | $0 | $80,000 |
| Construction | $0 | $0 | $0 | $290,000 | $0 | $0 | $290,000 |
| Contingency | $0 | $0 | $0 | $75,000 | $0 | $0 | $75,000 |
| **Total** | **$0** | **$0** | **$80,000** | **$365,000** | **$0** | **$0** | **$445,000** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Stormwater Fund Balance | $0 | $0 | $80,000 | $365,000 | $0 | $0 | $445,000 |
| **Total** | **$0** | **$0** | **$80,000** | **$365,000** | **$0** | **$0** | **$445,000** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 11a - West Coral Lake

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 29 |
| **Est. Construction Start FY:** | FY 30 |
| **Project Location:** | West of NE 16 Avenue, south of NE 45 Street. |



**Project Description and Benefit:**
This project includes installation of approximately 5,500 linear feet of exfiltration trenches and 1,500 linear feet of solid pipe to expand the existing drainage system. These improvements will enhance stormwater storage and conveyance capacity in an area that experiences recurring flooding. The project will reduce localized flooding, improve roadway conditions during storm events, and increase the overall level of service and resiliency of the stormwater system.

**Funding Overview:**
This project is funded through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $0 | $598,600 | $0 | $0 | $598,600 |
| Construction | $0 | $0 | $0 | $0 | $2,593,923 | $0 | $2,593,923 |
| Contingency | $0 | $0 | $0 | $0 | $598,600 | $0 | $598,600 |
| **Total** | **$0** | **$0** | **$0** | **$598,600** | **$3,192,523** | **$0** | **$3,791,123** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| State Revolving Fund Loan | $0 | $0 | $0 | $598,600 | $3,192,523 | $0 | $3,791,123 |
| **Total** | **$0** | **$0** | **$0** | **$598,600** | **$3,192,523** | **$0** | **$3,791,123** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 11b - East Coral River

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | FY 28 |
| **Est. Construction Start FY:** | FY 29 |
| **Project Location:** | NE 18 Avenue west to NE 16 Terrace, north of NE 38 Street. |



**Project Description and Benefit:**
This project includes installation of approximately 5,000 linear feet of exfiltration trenches and 1,000 linear feet of solid pipe to expand the existing drainage system. These improvements will increase stormwater storage and conveyance capacity in an area experiencing recurring flooding. The project will reduce localized flooding, improve roadway conditions during storm events, and enhance the overall level of service and resiliency of the stormwater system.

**Funding Overview:**
This project is funded through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

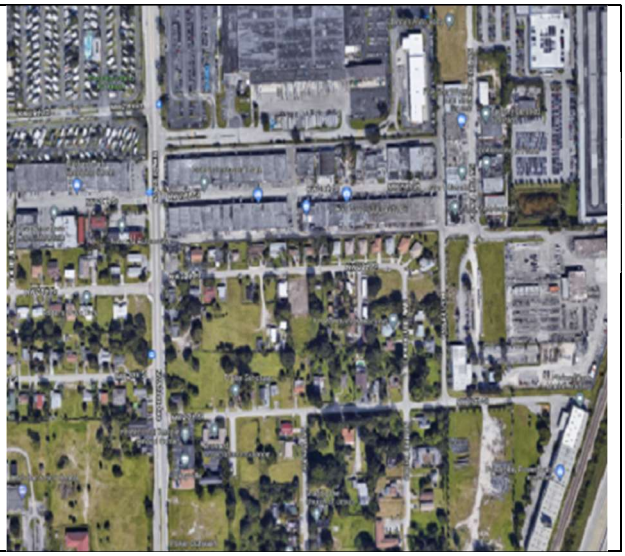
| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $489,300 | $0 | $0 | $0 | $489,300 |
| Construction | $0 | $0 | $0 | $2,120,163 | $0 | $0 | $2,120,163 |
| Contingency | $0 | $0 | $0 | $489,300 | $0 | $0 | $489,300 |
| **Total** | **$0** | **$0** | **$489,300** | **$2,609,463** | **$0** | **$0** | **$3,098,763** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| State Revolving Fund Loan | $0 | $0 | $489,300 | $2,609,463 | $0 | $0 | $3,098,763 |
| **Total** | **$0** | **$0** | **$489,300** | **$2,609,463** | **$0** | **$0** | **$3,098,763** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 12 - Lakeside Drainage Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | NW 28 Street and NW 18 Terrace, east of NW 21 Avenue, including interconnections between Bates Lake, Lake Tahoe, and the drainage system along NW 24 Avenue. |



**Project Description and Benefit:**
This project includes installation of approximately 1,500 linear feet of exfiltration trenches, 400 linear feet of solid pipe, a 24-inch outfall, and a 36-inch interconnect between Bates Lake and Lake Tahoe. Improvements will expand drainage capacity and establish positive outfall conditions in an area experiencing recurring flooding. Connecting the lakes and improving conveyance to the C-13 Canal will provide immediate flood relief during storm events and improve post-storm recovery, enhancing overall system performance and resiliency.

**Funding Overview:**
This project is funded through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Design | $0 | $0 | $0 | $0 | $0 | $150,100 | $150,100 |
| Construction | $0 | $0 | $0 | $0 | $0 | $650,573 | $650,573 |
| Contingency | $0 | $0 | $0 | $0 | $0 | $150,100 | $150,100 |
| **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$950,773** | **$950,773** |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| State Revolving Fund Loan | $0 | $0 | $0 | $0 | $0 | $950,773 | $950,773 |
| **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$950,773** | **$950,773** |

# CITY OF OAKLAND PARK
## CAPITAL IMPROVEMENT PROGRAM
## FY 2027-2031

## SWMP 13 - Citywide Drainage Improvements

| | |
|---|---|
| **Department:** | Public Works |
| **Primary Strategic Plan Performance Area:** | Infrastructure Improvements |
| **Est. Design Start FY:** | TBD |
| **Est. Construction Start FY:** | TBD |
| **Project Location:** | Multiple locations citywide, including areas within North Andrews Gardens, Main Street, Lakeside, Coral Lakes, East Cherry Creek, and other identified flood-prone corridors. |



**Project Description and Benefit:**
This project includes citywide drainage improvements at multiple locations to enhance stormwater storage, treatment, and conveyance. Improvements may include installation of exfiltration trenches, swales, and storm piping, as well as creation of alternate outfalls where feasible. These enhancements will reduce localized flooding, improve water quality, increase system capacity, and strengthen overall resiliency of the stormwater system across several priority areas.

**Funding Overview:**
Funding is anticipated through a State Revolving Fund (SRF) Loan.

| Grant/Other Name | Agency | FY Available | Status | Amount |
|---|---|---|---|---|
| | | | | |

| Budget | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Total | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

| Funding Sources | Prior to 2027 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Total | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

**City of Oakland Park**
**FY 2027 - 2031 Budget**
**Fleet Replacement Schedule**

| UNIT # | YEAR | Make | Description | FY 27 | FY 28 | FY 29 | FY 30 | FY31 |
|---|---|---|---|---|---|---|---|---|
| **Building and Permitting** | | | | | | | | |
| NEW | 2026 | Ford | Escape | $ 40,000 | | $ - | | |
| **Total Building and Permitting Division** | | | | **$ 40,000** | **$ -** | **$ -** | **$ -** | **$ -** |
| | | | | | | | | |
| **Community and Economic Development** | | | | | | | | |
| 432 | 2017 | Ford | Escape | | | $ 35,000 | | |
| 433 | 2017 | Ford | Escape | | | $ 35,000 | | |
| 435 | 2018 | Ford | F150 | | | | $ 55,000 | |
| **Total Community and Economic Development** | | | | **$ -** | **$ -** | **$ 70,000** | **$ 55,000** | **$ -** |
| | | | | | | | | |
| **Engineering and Building Services** | | | | | | | | |
| 54 | 2018 | Ford | F150 w/topper | | | | $ 55,000 | |
| 431 | 2016 | Toyota | Prius | | $ 35,000 | | | |
| 434 | 2017 | Toyota | Prius | | | $ 35,000 | | |
| **Total Engineering and Building Services** | | | | **$ -** | **$ 35,000** | **$ 35,000** | **$ 55,000** | **$ -** |
| | | | | | | | | |
| **Public Works Building Maintenance** | | | | | | | | |
| 987 | 2015 | Ford | F-250 Utility Truck | $ 55,000 | $ - | | | |
| **Total Public Works Building Maintenance** | | | | **$ 55,000** | **$ -** | **$ -** | **$ -** | **$ -** |
| | | | | | | | | |
| **Fire-Rescue Department** | | | | | | | | |
| 327 | 2016 | Ford | F350 w/topper | | $ 140,000 | | | |
| 328 | 2017 | Ford | Explorer | | | $ 60,000 | | |
| 329 | 2017 | Ford | Explorer | | | $ 60,000 | | |
| 330 | 2018 | Ford | F150 w/topper | | | | $ 70,000 | |
| 331 | 2018 | Ford | Explorer PPV | | | | $ 70,000 | |
| 332 | 2018 | Ford | Explorer PPV | | | | $ 70,000 | |
| 354 | 2001 | Saulsbury | Fire Engine | $ 1,100,000 | | | | |
| 355 | 2002 | E-One | Quint | $ 1,600,000 | | | | |
| 357 | 2006 | Pierce | Fire Engine | $ 1,100,000 | | | | |
| 358 | 2013 | E-One | 75 ft. Quint | $ 1,800,000 | | | | |
| 362 | 2017 | E-One | 75 ft. Quint | | $ 1,000,000 | | | |
| | | | Provision for accessories | $ 400,000 | | | | |
| | | | | | | | | |
| **Total Fire-Rescue Department** | | | | **$ 6,000,000** | **$ 1,140,000** | **$ 120,000** | **$ 210,000** | **$ -** |
| | | | | | | | | |
| **Parks and Leisure Services Department** | | | | | | | | |
| 840 | 2013 | Ford | F150 P/U | $ 55,000 | | | | |
| 842 | 2015 | Ford | Transit Van | $ 55,000 | | | | |
| 843 | 2015 | Ford | Transit Van | $ 55,000 | | | | |
| 847 | 2016 | Toyota | Prius | $ 35,000 | | | | |
| 851 | 2017 | Ford | F150 P/U | | $ 55,000 | | | |
| 852 | 2017 | Ford | Transit Van | | $ 55,000 | | | |
| **Total Parks and Leisure Services Department** | | | | **$ 200,000** | **$ 110,000** | **$ -** | **$ -** | **$ -** |

**City of Oakland Park**
**FY 2027 - 2031 Budget**
**Fleet Replacement Schedule**

| UNIT # | YEAR | Make | Description | FY 27 | FY 28 | FY 29 | FY 30 | FY31 |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| **Public Works Parks Maintenance** | | | | | | | | |
| 819 | 2007 | Caterpillar | (416E) Backhoe | $ 120,000 | | | | |
| 828 | 2009 | Kubota | MX5100F Tractor | | | $ 50,000 | | |
| 833 | 2012 | Toro | Reel Master 3100-D | $ 20,000 | | | | |
| 837 | 2013 | Toro | 5 gang mower | $ 20,000 | | | | |
| 844P | 2015 | Press. Pro | Trailer mount Pressure Cleaner | | | | $ 20,000 | |
| 848 | 2016 | Ford | F150 P/U | | $ 55,000 | | | |
| 853 | 2017 | Gravely | 72" mower "Pro-Turn" | | | | $ 17,000 | |
| 854 | 2018 | Club Car | Carry All 710 | | | | $ 20,000 | |
| **Total Public Works Parks Maintenance** | | | | **$ 160,000** | **$ 55,000** | **$ 50,000** | **$ 57,000** | **$ -** |
| | | | | | | | | |
| **Public Works Streets Maintenance** | | | | | | | | |
| 724 | 2009 | Caterpillar | Roller/Compactor/CB24 | | | $ 50,000 | | |
| 730 | 2013 | Ford | F350 w/Flat Bed Dump | $ 75,000 | | | | |
| 732 | 2015 | AM SIG | Solar message board | | $ 25,000 | | | |
| 733 | 2014 | AM SIG | Solar message board | $ 25,000 | | | | |
| 736 | 2016 | AM SIG | Solar message board | | | $ 25,000 | | |
| 737 | 2017 | AM SIG | Solar message board | | | $ 25,000 | | |
| 738 | 2017 | Ford | F150 P/U w/lift gate | $ 65,000 | | | | |
| | | | | | | | | |
| **Total Public Works Streets Maintenance** | | | | **$ 165,000** | **$ 25,000** | **$ 100,000** | **$ -** | **$ -** |
| | | | | | | | | |
| **Total General Fund** | | | | **$ 6,620,000** | **$ 1,365,000** | **$ 375,000** | **$ 377,000** | **$ -** |

**City of Oakland Park**
**FY 2027 - 2031 Budget**
**Fleet Replacement Schedule**

| UNIT # | YEAR | Make | Description | FY 27 | FY 28 | FY 29 | FY 30 | FY31 |
|---|---|---|---|---|---|---|---|---|
| **Solid Waste Division** | | | | | | | | |
| 602 | 2014 | Mack | LaBrie Side Load Refuse | $ 425,000 | | | | |
| 607 | 2018 | Mack | Heil Side Load Refuse Truck | $ 425,000 | | | | |
| 608 | 2018 | Mack | Heil Side Load Refuse Truck | | $ 425,000 | | | |
| 609 | 2018 | Mack | Heil Side Load Refuse Truck | | $ 425,000 | | | |
| 610 | 2020 | Mack | Heil Side Load Refuse Truck | | | | $ 425,000 | |
| 611 | 2019 | Mack | Heil Front Load Refuse | | | $ 400,000 | | |
| 675 | 2020 | Ford | F150 | | | | | $ 50,000 |
| 685 | 2007 | Sterling | Acterra/Peterson Loader | $ 225,000 | | | | |
| 686 | 2020 | Freightliner | Petersen Loader Grapple | | | | $ 250,000 | |
| 687 | 2020 | Freightliner | Petersen Loader Grapple | | | | $ 250,000 | |
| 688 | 2020 | Freightliner | Petersen Loader Grapple | | | | $ 250,000 | |
| 689 | 2020 | Freightliner | Petersen Loader Grapple | | | | $ 250,000 | |
| 696 | 2011 | Freightliner | Petersen Loader Grapple | $ 225,000 | | | | |
| 699 | 2015 | Freightliner | Petersen Loader Grapple | $ 225,000 | | | | |
| **Total Solid Waste Division** | | | | **$ 1,525,000** | **$ 850,000** | **$ 400,000** | **$ 1,425,000** | **$ 50,000** |
| **Water Division** | | | | | | | | |
| 119 | 2012 | Chevy | Colorado P/U | | | | | |
| 550 | 2020 | Ford | F-350 | | | | | $ 70,000 |
| 556V | 2006 | Vac-Tec | Portable Utility Vac | | $ 75,000 | | | |
| 559 | 2021 | Caterpillar | Forklift | | | | | $ 50,000 |
| 568 | 2015 | Ford | F350 Dump Truck | $ 85,000 | | | | |
| 569 | 2015 | Ford | F250 Utility Truck | $ 75,000 | | | | |
| **Total Water Division** | | | | **$ 160,000** | **$ 75,000** | **$ -** | **$ -** | **$ 120,000** |
| | | | | | | | | |
| **Wastewater Division** | | | | | | | | |
| 567 | 2014 | Ford | F450 Utility w/crane | $ 100,000 | | | | |
| 570 | 2015 | Ford | F350 w/Flat Bed Dump | $ 75,000 | | | | |
| **Total Wastewater Division** | | | | **$ 175,000** | **$ -** | **$ -** | **$ -** | **$ -** |
| | | | | | | | | |
| **Stormwater Division** | | | | | | | | |
| 721 | 2007 | Caterpillar | Front End Loader 928G | | | | $ 150,000 | |
| **Total Stormwater Division** | | | | **$ -** | **$ -** | **$ -** | **$ 150,000** | **$ -** |
| | | | | | | | | |
| **Grand Total** | | | | **$ 8,480,000** | **$ 2,290,000** | **$ 775,000** | **$ 1,952,000** | **$ 170,000** |

**CITY OF OAKLAND PARK**
**FISCAL YEAR 2027**

***STAFFING SUMMARY (All Funds)***

| | FY 2023 | | FY 2024 | | FY 2025 | | FY 2026 | | FY 2027 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | F/T | P/T | F/T | P/T | F/T | P/T | F/T | P/T | F/T | P/T |
| **GENERAL FUND** | | | | | | | | | | |
| City Commission | 0.0 | 5.0 | 0.0 | 5.0 | 0.0 | 5.0 | 0.0 | 5.0 | 0.0 | 5.0 |
| City Manager | 6.0 | 0.0 | 6.0 | 0.0 | 6.0 | 0.0 | 6.0 | 0.0 | 6.0 | 0.0 |
| City Clerk | 3.0 | 0.0 | 3.0 | 0.0 | 3.0 | 0.0 | 3.0 | 0.0 | 3.0 | 0.0 |
| Legal (Contractual) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Human Resources and Admin Services | 4.0 | 0.0 | 4.0 | 0.0 | 4.0 | 0.0 | 4.0 | 0.0 | 5.0 | 0.0 |
| Information Technology Services | 5.0 | 0.0 | 5.0 | 0.0 | 5.9 | 0.0 | 5.9 | 0.0 | 5.9 | 0.0 |
| Financial Services | 11.4 | 0.0 | 11.4 | 0.0 | 11.4 | 0.0 | 11.4 | 0.0 | 11.4 | 0.0 |
| Police (Contractual, Not Included In Total) | 99.0 | 0.0 | 99.0 | 0.0 | 99.0 | 0.0 | 98.0 | 0.0 | 98.0 | 0.0 |
| Fire Rescue | 72.0 | 1.0 | 72.0 | 1.0 | 72.0 | 1.0 | 72.0 | 1.0 | 72.0 | 1.0 |
| Parks and Leisure Services* | 14.5 | 36.0 | 14.5 | 36.0 | 15.5 | 36.0 | 15.5 | 36.0 | 15.5 | 36.0 |
| Library and Cultural Services | 6.0 | 3.0 | 6.0 | 3.0 | 6.0 | 3.0 | 6.0 | 3.0 | 6.0 | 3.0 |
| Engineering and Community Development ** | 16.9 | 0.0 | 16.0 | 0.0 | 16.0 | 0.0 | 17.0 | 0.0 | 16.0 | 0.0 |
| Community & Building Services** | 26.4 | 2.0 | 26.0 | 2.0 | 27.0 | 2.0 | 28.0 | 2.0 | 30.0 | 2.0 |
| Public Works - Administration | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 |
| Public Works - Building Maintenance | 10.5 | 0.0 | 14.5 | 0.0 | 14.5 | 0.0 | 14.5 | 0.0 | 14.5 | 0.0 |
| Public Works - Fleet Maintenance | 6.0 | 0.0 | 7.0 | 0.0 | 7.0 | 0.0 | 7.0 | 0.0 | 7.0 | 0.0 |
| Public Works - Streets | 10.5 | 0.0 | 7.5 | 0.0 | 7.5 | 0.0 | 7.5 | 0.0 | 7.5 | 0.0 |
| Public Works - Park Maintenance | 11.5 | 0.0 | 10.5 | 0.0 | 10.5 | 0.0 | 10.5 | 0.0 | 10.5 | 0.0 |
| TOTAL GENERAL FUND (EXCLUDING POLICE) | 204.7 | 47.0 | 204.4 | 47.0 | 207.3 | 47.0 | 209.3 | 47.0 | 211.3 | 47.0 |
| **SPECIAL REVENUE FUNDS** | | | | | | | | | | |
| Community Redevelopment Agency | 1.7 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 |
| Parks & Leisure Services - MOST Childcare Grant | 2.5 | 7.0 | 2.5 | 7.0 | 2.5 | 7.0 | 2.5 | 7.0 | 2.5 | 7.0 |
| TOTAL SPECIAL REVENUE FUNDS | 4.2 | 7.0 | 4.5 | 7.0 | 4.5 | 7.0 | 4.5 | 7.0 | 4.5 | 7.0 |
| | | | | | | | | | | |
| TOTAL GOVERNMENTAL FUNDS | 208.90 | 54.0 | 208.90 | 54.0 | 211.80 | 54.0 | 213.80 | 54.0 | 215.80 | 54.0 |
| **ENTERPRISE FUNDS** | | | | | | | | | | |
| Public Works - Water | 10.1 | 0.0 | 10.1 | 0.0 | 10.4 | 0.0 | 10.4 | 0.0 | 10.4 | 0.0 |
| Public Works - Wastewater | 11.1 | 0.0 | 12.1 | 0.0 | 12.4 | 0.0 | 12.4 | 0.0 | 12.4 | 0.0 |
| Finance - Utility Billing | 5.6 | 0.0 | 5.6 | 0.0 | 5.6 | 0.0 | 5.6 | 0.0 | 5.6 | 0.0 |
| Public Works - Solid Waste | 24.6 | 0.0 | 24.6 | 0.0 | 24.8 | 0.0 | 24.8 | 0.0 | 24.8 | 0.0 |
| Public Works - Stormwater | 10.9 | 0.0 | 9.9 | 0.0 | 10.15 | 0.0 | 10.15 | 0.0 | 10.15 | 0.0 |
| TOTAL ENTERPRISE FUNDS | 62.1 | 0.0 | 62.1 | 0.0 | 63.2 | 0.0 | 63.2 | 0.0 | 63.2 | 0.0 |
| | | | | | | | | | | |
| TOTAL - ALL FUNDS (EXCLUDING POLICE) | 271.00 | 54.0 | 271.00 | 54.0 | 275.00 | 54.0 | 277.00 | 54.0 | 279.00 | 54.0 |
| | 325.0 | | 325.0 | | 329.0 | | 331.0 | | 333.0 | |

* The Parks & Leisure Services Department Part-Time Positions include 24 Summer Staff positions.

** In FY 2024, Engineering and Planning were merged into Engineering and Community Development. Community Enhance and Building Services were merged into Building & Community Services.

**Broward Sheriff's Office**
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
**www.sheriff.org**

**Sheriff Gregory Tony, Ph.D.**

May 15, 2026

Mr. David Hebert, City Manager
City of Oakland Park
1100 Parklane East
Oakland Park, Florida 33334

Dear Mr. Hebert:

Please be advised the preliminary consideration for Fiscal Year 2027 is as follows:

## Police Services

| | | |
|---|---|---|
| **Total Personnel Expense** | 20,807,217 | |
| **Operating Expenditures** | 1,772,250 | |
| **Capital Outlay** | 875,403 | |
| **Transfers and Reserves** | 844,313 | |
| **Total Expenditure** | **24,299,183** | (2,024,931.92 Monthly) |

This consideration reflects Year 2 of proposed salary range adjustments based on BSO's Compensation Study.

This amount is subject to the final Adopted Budget as approved by the Broward County Board of County Commissioners, and to any additional contract amendments or negotiations that take place after this date.

Sincerely,

Dafne E. Perez, Director
Office of Management and Budget

DEP:da

cc: Colonel Robert Schnakenberg, Department of Law Enforcement
Ana Murillo-Quigley, Oakland Park District Captain
Sierra Marrero, Assistant City Manager, City of Oakland Park

BROWARD SHERIFF'S OFFICE
08.One Year Appropriation
General Fund 001
Proposed Budget
23465 - Oakland Park

| Accounts | 2026/2027 26-27 Budget |
|---|---|
| 512401 - Regular Salary | 11,542,348 |
| 512407 - Cell Phone Supplement | 3,000 |
| 514401 - Overtime | 591,411 |
| 515401 - Special Pay | 47,878 |
| **Personal Services** | **12,184,637** |
| 521401 - FICA Taxes | 909,630 |
| 522401 - Retire/Regular | 87,556 |
| 522402 - Retire/Special Risk | 3,482,194 |
| 522405 - Retire/Drop Special Risk | 283,256 |
| 523401 - Life/Health Insurance | 2,911,882 |
| 523403 - OPEB | 337,178 |
| 523406 - RHSP | 127,770 |
| 524401 - Worker's Comp | 483,114 |
| **Fringe Benefits** | **8,622,580** |
| **Total Personnel Expense** | **20,807,217** |
| 534401 - Contract Services/General | 5,233 |
| 535401 - Investigations | 14,540 |
| 540402 - Travel-In/Out State | 7,868 |
| 541401 - Communication Svc/Fixed | 33,347 |
| 541402 - Communication Svc/Portable | 3,600 |
| 541403 - Communication Svc/Aircards | 47,041 |
| 543401 - Utility Service | 30,000 |
| 543402 - Water & Waste Disposal | 13,020 |
| 544401 - R/L Office Machines | 5,977 |
| 544403 - R/L Equipment | 456 |
| 545402 - Ins/Admin-Bond/Ins | 169,127 |
| 546401 - R/M Equipment | 6,780 |
| 546402 - R/M Vehicles | 403,820 |
| 546403 - R/M Build/Ground | 16,160 |
| 546405 - R/M Service Contract | 7,054 |
| 547401 - Contract Print & Binding | 9,318 |
| 549404 - Data Processing | 12,196 |
| 551401 - Office Supply-Misc | 1,000 |
| 551402 - Office Supply-Office | 61,992 |
| 551403 - Office Supply-Postage | 1,055 |
| 551404 - Off Supp/Cln/Janit | 33,140 |
| 551710 - Debt Interest Expense | 25,942 |
| 552400 - Operat Supply-Equipment less than $5,000 | 5,000 |
| 552401 - Oper Supply-Gas/Oil/Lub | 438,198 |
| 552402 - Oper Supply-Tools | 2,111 |
| 552406 - Oper Supply-Instit | 8,157 |
| 552409 - Oper Supply/Misc | 204,532 |
| 552410 - Oper Supply-Uniforms | 73,537 |
| 552412 - Computers less than $5,000. | 110,049 |
| 552413 - Software less than $5,000. | 1,000 |
| 552414 - Operating Supplies - Tactical | 8,000 |
| 552416 - Oper Supp - Advertising | 3,000 |
| 554401 - Books/Pub/Sub | 1,400 |
| 554402 - Dues/Membership | 3,100 |
| 554404 - Training/Misc | 5,500 |
| **Operating Expenditures** | **1,772,250** |
| 564401 - Mach-Equip/Vehicle | 693,096 |
| 564402 - Mach-Equip/Equipment | 46,719 |
| 564404 - Communications | 135,588 |
| **Capital Outlay** | **875,403** |
| 591001 - Transfer To General Fund | 844,313 |
| **Transfers and Reserves** | **844,313** |
| **Total Expenditure** | **24,299,183** |

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 2

MEETING DATE: 7/15/2026

**PREPARED BY:** City Clerk's office **DEPARTMENT HEAD APPROVAL:** CITY CLERK

**SUBJECT:** Approval of Minutes - May 6, 2026 and May 20, 2026

**1. BACKGROUND/HISTORY**

**2. CURRENT ACTIVITY**

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**

**ATTACHMENTS:**

5-6-26 Minutes
5-20-26 Minutes

City Hall Commission Chambers
1100 Park Lane East
Oakland Park, Florida 33334

**DRAFT MINUTES**
**CITY COMMISSION MEETING**
**MAY 6, 2026, 6:30 P.M.**

The regular meeting of the City Commission of the City of Oakland Park, Florida, was called to order at 6:30 p.m. by Mayor Arnst.

## ROLL CALL

Present:
Mayor Steven Arnst
Vice Mayor Aisha Gordon
Commissioner Letitia Newbold
Commissioner Fitz Budhoo
Commissioner Tim Lonergan

Also Present:
City Manager David Hebert
City Attorney DJ Doody
City Clerk Renee M. Shrout

## PLEDGE OF ALLEGIANCE

A moment of silence was followed by the Pledge of Allegiance.

## PROCLAMATIONS

## National Small Business Week - May 3-9, 2026

Commissioner Lonergan moved to publish the proclamation. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The proclamation was presented to Maribel Feliciano, Director of the Broward County Office of Economic and Small Business Development.

## Mental Health Awareness Month

Commissioner Budhoo moved to publish the proclamation. Vice Mayor Gordon seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

## National Stroke Awareness Month

Commissioner Budhoo moved to publish the proclamation. Commissioner Lonergan seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The proclamation was presented to Dr. Andrey Lima, neurosurgeon.

## ADDITIONS / CHANGES / DELETIONS

Commissioner Budhoo requested a deferral of Item 9 to the next meeting.

Commissioner Budhoo moved to amend the agenda. Vice Mayor Gordon seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

Commissioner Budhoo moved to approve the amended agenda. Vice Mayor Gordon seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

## PRESENTATIONS

## * Friends of the Library Scholarship Award

Heidi Burnett, Director of Library and Cultural Services, reported Friends of the Library had created a scholarship for City high school students. Mary Zalaznik, president of Friends of the Library, presented the $1000 scholarships to Oakland Park residents Alexandre Gervaud, who graduated from Somerset Academy and will attend Harvard University, and Nia Brown, who graduated from Nova High School and will attend Florida Atlantic University. They both had outstanding grades and volunteer hours.

*** Solid Waste Authority - Master Plan Presentation**

Beam Furr, Broward County Commissioner, introduced presenters Sam May and Daniel Dietch. Mr. May discussed the Master Plan and how this would benefit municipalities. Mr. Dietch added that they had applied a zero-waste lens to their analysis, which meant reducing the waste generated and maximizing the value of the waste stream to minimize reliance on landfills and waste-to-energy facilities. This meant some materials, such as glass and fabric, could be recycled or redirected to new uses, such as glass for road surfacing. They would also increase the collection of hazardous waste, such as prescription medicines. He said that after they constructed the eight recycling centers, they would build a composting facility for organic materials. This could be used to generate methane gas, and the residual could be used for ground cover. Mr. Dietch said they would explore several avenues to encourage recycling. Mr. May discussed the recycling goal for every Florida county, which the State of Florida had set in the 2008 energy bill at 75% by 2020. Only three counties had attained that goal. Mr. May said they had conducted a waste composition study, which revealed that 35% of the residential waste stream was food waste, yard trash, or compostable paper, which is why they were now concentrating on composting vegetative debris. Later on, they could add food waste composting.

The Commission thanked the executive board for doing the hard work on the master plan.

**PUBLIC HEARINGS**

1. **Case #CD26-01A "Vacation of Utility Easement – Powerline Apartments" - A Public Hearing to consider the Powerline Apartments application for the vacation of a 12-foot-wide Utility Easement lying within Parcels C and D of the Googe Plat No. 1, Plat Book 136, Page 15, located on the southwest corner of Northwest 38 Street and North Powerline Road. Advertising for this public hearing appeared in the Sun Sentinel April 25, 2026.**

City Attorney Doody swore in all witnesses. Sierra Marrero, Assistant City Manager, provided the presentation.

The applicant, Josh Dietchman, 2756 Oaktree Lane, invited questions.

Public Hearing

Frank Strutt requested that the applicant require 12-month or longer leases to prevent short-term rentals. He requested that the City limit short-term rentals to the City's east side.

Renee Bod, 3251 NW 18th Street, expressed concern about a possible increase in traffic on Powerline Road.

Ms. Marrero confirmed the vacation would have no impact on the City. Vice Mayor Gordon confirmed the sole purpose of the vacation was to allow the land to be utilized for development.

Mayor Arnst was concerned about short-term rentals at the property. He was also disappointed that the lights on 38th Street could not be resynchronized until the project was built. He discussed the "channelization" of egress from the property onto 38th Street, which could lead people into residential neighborhoods.

Commissioner Lonergan moved to adopt the resolution. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon
**NO:** Mayor Arnst

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-056**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, VACATING A 12-FOOT-WIDE UTILITY EASEMENT LYING WITHIN PARCELS C AND D OF THE GOOGE PLAT NO. 1, PLAT BOOK 136, PAGE 15; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

## ORDINANCES ON FIRST READING

### 2. Ordinance Amending the City's Holiday Leave Ordinance, Section 2-151 of the Code of Ordinances

Sierra Marrero, Assistant City Manager, provided the presentation.

Commissioner Budhoo moved to adopt the ordinance on first reading. Commissioner Newbold seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The ordinance, as adopted, carried the following title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION" BY SPECIFICALLY AMENDING SECTION 2-151 ENTITLED "HOLIDAY LEAVE"; AUTHORIZING THE CITY MANAGER TO DESIGNATE THE OBSERVED HOLIDAY AS EITHER THE PRECEDING FRIDAY OR THE SUCCEEDING MONDAY WHEN A HOLIDAY FALLS ON A SATURDAY OR A SUNDAY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

3. **PUBLIC COMMENTS**
**At this time, any person will be allowed to speak on any matter that pertains to City business for a length of time not to exceed four minutes per person.**

Carlene Golphin, 2681 NW 19th Avenue, requested that neighborhood participation meetings be recorded and made public to ensure transparency. She said someone was living in their parents' backyard in a tent, and there had been three fires in the backyard. She asked if this was legal.

Jimmy Lee – 4301 NE 1 Terrace – He commended everyone for doing such a great job, but shared his disappointment with the current condition of Bark Park, the dog park. He asked for staff to review the landscaping, especially the overgrowth of the tree canopy, and offered to assist.

Kevin Loud, 1921 NW 36th Street, reported that the County had added traffic-calming devices to 21st Avenue, but cars were still speeding and using the bike lanes as passing lanes. He cited other examples of people acting selfishly with no regard for the community they inhabit. He said the City Commission must be responsive to the needs of the community.

Jacqueline McNichols, 1499 NE 36th Street, Coalition of Oakland Park, discussed the meeting that had taken place on April 14 on NE 33rd Street. She stated someone had characterized the meeting dishonestly, resulting in law enforcement involvement. She claimed the same things had happened after a Zoom meeting regarding filling in a lake for development on the west side of the City. Participants had been characterized as "aggressive" and "inappropriate." She asked what oversight was used to ensure that interactions with residents were documented accurately and under what circumstances law enforcement reports had been initiated.

Eric Peterson, 1941 NW 36th Street, requested that residents be offered the opportunity to provide input before the City Commission discussed changes to the neighborhood participation meeting protocol. He said the staff's white paper required more rigorous review before it was accepted as the basis for City Commission action.

Stacy Norcross, South Oakland Forest Drive – she requested neighborhood participation meeting standardized procedures to ensure transparency and establish trust. She requested an updated development activity report be added to the website.

Joanne Darling, 1950 NW 34 Court – she expressed dissatisfaction with the recent neighborhood participation meeting because her concern was not addressed by the applicant. She asked if the City Commission members, City Manager, and Assistant City Manager were required to live in the City because their decisions should affect them as they did other residents.

Chris Fisher, 3711 NE 13th Avenue, discussed what he felt was a lack of decorum from City Commission members and claimed a commission member disparaged residents.

Dale Holness, 4325 W. Sunrise Boulevard, said local government, closest to the people, was a critical form of government. He said there was a transformative upgrade taking place in Oakland Park, and they must all work together to strengthen the fabric of the community.

NOTE: The Commission took a brief break.

## CONSENT AGENDA

Commissioner Lonergan moved to approve the consent agenda, consisting of Items 4 through 7. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

### 4. Approval of Minutes - February 18, 2026

Adopted on consent.

### 5. Renewal of the Underground Utility Location Services

Adopted on consent.

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-057**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING THE CONTINUED PIGGYBACKING OF THE TOWN OF PEMBROKE PARK'S CONTRACT ITB 22-04 WITH CRAIG A. SMITH & ASSOCIATES FOR UNDERGROUND UTILITY LOCATION SERVICES, FOR THE SECOND 1-YEAR RENEWAL OPTION PERIOD COVERING MAY 12, 2026, THROUGH APRIL 30, 2027, WHICH INCLUDES A CONSUMER PRICE INDEX (CPI) ADJUSTMENT OF 2.60%, IN AN AMOUNT NOT TO EXCEED THE BUDGETED AVAILABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

### 6. Railroad Crossing Elimination Grant Program Agreement Execution

Adopted on consent.

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-058**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE GRANT AGREEMENT AND ALL REQUISITE GRANT-RELATED DOCUMENTS BETWEEN THE CITY OF OAKLAND PARK AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL RAILROAD ADMINISTRATION FOR THE RAILROAD CROSSING ELIMINATION (RCE) GRANT PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

7. **Florida Department of Transportation State-Funded Grant Agreement Execution**

Adopted on consent.

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-059**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE GRANT AGREEMENT AND ALL REQUISITE GRANT-RELATED DOCUMENTS BETWEEN THE CITY OF OAKLAND PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE NE 36TH STREET RAILROAD CROSSING SAFETY PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTIONS AND MISCELLANEOUS**

8. **Board of Adjustment Appointment - Three (3) Regular Members and (1) Alternate Member**

Commission members made the following appointments: Commissioner Newbold - Jack Doren; Vice Mayor Gordon - Brendan Keating; Mayor Arnst - Kristen Nowicki. A consensus was reached to appoint Ariel Guimaraens as an alternate.

Commissioner Budhoo moved to adopt the resolution. Vice Mayor Gordon seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-060**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING THE INDIVIDUAL APPOINTMENTS OF COMMISSIONER NEWBOLD, VICE MAYOR GORDON, AND MAYOR ARNST TO THE BOARD OF ADJUSTMENT AND BY CONSENSUS, THE COMMISSION APPOINTMENT OF ONE ALTERNATE MEMBER TO COMPLETE THE CURRENT TERM ENDING SEPTEMBER 30, 2026; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Item 9 was deferred to the next meeting.)

9. **City Commission Discussion Item: Neighborhood Participation Meetings - Commissioner Budhoo**

## 10. REPORTS FROM THE CITY COMMISSION

Commissioner Newbold commented as follows:

1) She thanked residents for communicating with the City Commission.
2) She attended Career Day the previous Friday, where the students heard about real-world experiences and asked great questions.
3) She thanked her daughter for a wonderful surprise birthday event the past weekend.
4) She was looking forward to attending Real Talk With Women.
5) She attended the memorial service for the late Corporal Joshua Caruth, a Korean War veteran, whose remains had only recently been released to the United States after 70 years.

Commissioner Budhoo commented as follows:

1) He and Mayor Arnst attended the North Andrews Gardens fifth-grade production of Shrek at the Pompano Beach Cultural Center recently. Mayor Arnst remarked that the kids were great.
2) He reported that Lloyd Estates Career Day was an awesome event.
3) He thanked the staff for their hard work and commitment to public service.

Commissioner Lonergan commented as follows:

1) He thanked everyone who had spoken during Public Comments.
2) He requested a discussion item regarding short-term rentals as they relate to the Live Local Act. Since Live Local was aimed at Florida residents, he did not believe short-term rentals should be permitted.
3) He congratulated Melixsa Acosta, the proprietor of Play and Learn Therapy, and her family on their new office grand opening.
4) He congratulated Lloyd Estates Elementary School Principal Allen and Coach Smith on a successful Career Day on May 1st.
5) He thanked staff and volunteers for the recent Free Tree Giveaway.
6) He thanked businesses, staff, BSO, Fire Rescue, and volunteers who contributed to the success of the recent Taste of Oakland Park event.
7) He thanked Mark and the team at Farm Share, Rodrigo and the team at Hands On South Florida, the 40 volunteers, and the Fire Rescue team who participated in the most recent successful food distribution. The next distribution would be on May 30 at 10 AM.
8) He reminded everyone of the Oakland Park Art Walk event on May 16 from 6 PM until 9 PM.
9) He requested a discussion item regarding kids riding electric bikes recklessly in City streets.

Vice Mayor Gordon commented as follows:

1) She thanked everyone who attended this evening's meeting and heard their concerns.
2) She thanked all the presenters this evening.
3) She thanked Parks and Leisure Services staff for hosting the Tree Giveaway. She thanked Molly Ferch, Environmental Sustainability Coordinator, for making the event successful.

4) She also attended Career Day at Lloyd Estate Elementary and shared with the very engaged third and fourth-grade students her career, work experiences, and some life skills.
5) She wished all mothers a happy Mother's Day.

**FROM THE CITY MANAGER**

City Manager Hebert thanked the city attorney and members of the city commission for their guidance during the closed-door session earlier in the day. their partners in Tallahassee for handling the mitigation fee issue. He thanked the Commission members for their comments regarding the staff and how hard they work. He noted the City had very limited control over short-term rentals and agreed to work with the city attorney to provide legal guidance on the issue. He will also look into the electric bike issue. He reminded everyone that Battalion Chief Fornash's memorial service will be held this upcoming Friday.

11. **Development Activity Report**

**REPORTS FROM THE CITY ATTORNEY**

12. **City Attorney Report**

**ADJOURN**

The meeting was adjourned at: 9:30 PM.

CITY OF OAKLAND PARK, FLORIDA

_____
STEVEN R. ARNST, MAYOR

ATTEST:

_____
RENEE M. SHROUT, CMC, CITY CLERK

City Hall Commission Chambers
1100 Park Lane East
Oakland Park, Florida 33334

**DRAFT MINUTES**
**CITY COMMISSION MEETING**
**MAY 20, 2026, 6:30 P.M.**

The regular meeting of the City Commission of the City of Oakland Park, Florida, was called to order at 6:30 p.m. by Mayor Arnst.

**NOTE: A CRA meeting was held prior to public comments.**

**ROLL CALL**

Present:
Mayor Steven Arnst
Vice Mayor Aisha Gordon
Commissioner Letitia Newbold
Commissioner Fitz Budhoo
Commissioner Tim Lonergan

Also Present:
City Manager David Hebert
City Attorney DJ Doody
City Clerk Renee M. Shrout

**PLEDGE OF ALLEGIANCE**

A moment of silence was followed by the Pledge of Allegiance, led by U.S. Army Colonel Thaddeus Hamilton.

**PROCLAMATIONS**

**Memorial Day - May 25, 2026**

Commissioner Lonergan moved to publish the proclamation. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

The proclamation was presented to:
American Legion Post 222 Commander Eugene Andreesen and Chaplain Steve Newman.

Mr. and Mrs. Myron Johnson, family of Army Corporal Joshua Carruth, Buffalo Soldier and Korean War hero. Mayor Arnst read a letter of recognition, and Commissioner Newbold, who attended the service for Corporal Carruth, presented the proclamation to them.

## Florida Tuskegee Airmen Commemoration Day

Commissioner Budhoo moved to publish the proclamation. Commissioner Newbold seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

The proclamation was presented to Colonel Thaddeus Hamilton U.S. Army, retired.

## National EMS Week - May 17-23, 2026

Commissioner Lonergan moved to publish the proclamation. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

The proclamation was presented to Fire Chief Steve Krivjanik and the Fire Rescue team.

## American Public Works Association Week - May 17-23, 2026

Commissioner Lonergan moved to publish the proclamation. Commissioner Newbold seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

The proclamation was presented to Julie Leonard, Public Works Director, and her team.

## ADDITIONS / CHANGES / DELETIONS

None.

## PRESENTATIONS

## * Keep Oakland Park Beautiful Residential Award

Presented by Molly Ferch, Environmental Sustainability Manager, and Ralph Caraglia, Beautification Advisory Board Chair. The award was presented to Mladen Bozik and James Ireland, owners of 1474 NE 30th Court.

## * Annual Comprehensive Financial Report (ACFR) as of September 30, 2025

Presented by Ronald Thompkins, CPA, Managing Partner at WatsonRice LLP, and Michael Barnett, CPA, Manager of Audits at WatsonRice LLP.

**PUBLIC HEARINGS: ORDINANCES ON SECOND READING**

1. **Case #CD24-30CP | Le Rocher Christian Worship Center Inc. | Future Land Use Map Amendment (LUPA) An application by Le Rocher Christian Worship Center Inc. requesting approval of a small-scale amendment to the City of Oakland Park Future Land Use Map (FLUM) from Community Facilities (CF) to Low Density Residential (L-5), property located 1670 NE 38 Street. Advertising for this public hearing appeared in the Sun-Sentinel May 9, 2026.**

Sierra Marrero, Assistant City Manager, provided the presentation with Interim Director Brad Ostroff, Engineering and Community Development.

Public Hearing
Chris Fischer, 3711 NE 13th Avenue, shared concerns about the potential environmental impact on Cherry Creek and wanted assurance that the creek would not be contaminated with construction materials.

Commissioner Lonergan moved to adopt the ordinance on second reading. Vice Mayor Gordon seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

The ordinance, as adopted on second reading, carried the following title:

**ORDINANCE O-2026-010**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, SPECIFICALLY AMENDING THE CITY OF OAKLAND PARK FUTURE LAND USE MAP (FLUM) BY AMENDING THE EXISTING FUTURE LAND USE DESIGNATION FROM COMMUNITY FACILITIES (CF) DESIGNATION TO A PROPOSED LOW DENSITY RESIDENTIAL (L-5) FOR THE PROPERTY LOCATED AT 1670 NE 38TH STREET, AS MORE PARTICULARLY AND LEGALLY DESCRIBED IN THIS ORDINANCE AND CONTAINING 0.93 NET ACRES, MORE OR LESS; AS INITIATED BY THE OWNER AND APPLICANTS, LE ROCHER CHRISTIAN WORSHIP CENTER INC.; PROVIDING FOR SEVERABILITY: PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Case #CD24-31RZ | Le Rocher Christian Worship Center Inc. | Rezoning An application by Le Rocher Christian Worship Center Inc. requesting approval of a Zoning Map Amendment to rezone the property located at 1670 NE 38 Street from Community Facilities (CF) to Single-Family Residential (R-1). This public hearing was advertised in the Sun-Sentinel May 9, 2026.**

Sierra Marrero, Assistant City Manager, and Brad Ostroff, Interim Director of Engineering and Community Development, provided the presentation.

The Public Hearing was held as advertised – No speakers

Commissioner Budhoo moved to adopt the ordinance on second reading. Commissioner Newbold seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

The ordinance, as adopted on second reading, carried the following title:

**ORDINANCE O-2026-011**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, SPECIFICALLY AMENDING THE ZONING MAP OF THE CITY OF OAKLAND PARK FROM A COMMUNITY FACILITIES DISTRICT (CF) TO A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), WHICH PROVIDES FOR A RESIDENTIAL DEVELOPMENT NOT TO EXCEED 5 RESIDENTIAL DWELLING UNITS PER ACRE FOR THE PROPERTY LOCATED AT 1670 NE 38TH STREET, AS MORE PARTICULARLY AND LEGALLY DESCRIBED IN THIS ORDINANCE AND CONTAINING 0.93 NET ACRES, MORE OR LESS; AS INITIATED BY THE OWNER AND APPLICANTS, LE ROCHER CHRISTIAN WORSHIP CENTER INC.; PROVIDING FOR SEVERABILITY: PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. **Ordinance Amending the City's Holiday Leave Ordinance, Section 2-151 of the Code of Ordinances. Advertising for this public hearing appeared in the Sun-Sentinel May 9, 2026.**

The Public Hearing was held as advertised – No speakers

City Manager Hebert described the City's plans for the July 3rd semi-quincentennial event, which prompted the modification of this ordinance.

Commissioner Newbold moved to adopt the ordinance on second reading. Commissioner Lonergan seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

The ordinance, as adopted on second reading, carried the following title:

**ORDINANCE O-2026-012**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION" BY SPECIFICALLY AMENDING SECTION 2-151 ENTITLED "HOLIDAY LEAVE"; AUTHORIZING THE CITY MANAGER TO DESIGNATE THE OBSERVED HOLIDAY AS EITHER THE PRECEDING FRIDAY OR THE SUCCEEDING MONDAY WHEN A HOLIDAY FALLS ON A SATURDAY OR A SUNDAY;

PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

## 4. PUBLIC COMMENTS

Jackie Jones, 1092 NE 38th Street, a local artist working on a Zine [community booklet] for the nation's 250th birthday, on July 4th. She asked anyone wishing to contribute to the Zine production to email her at Artoffatlanticave@gmail.com.

George Wullin, 310 NW 39th Street, Art and Culture Board member for 10 years, said he is very proud of the City and its management. Grateful for the good working relationship between the city manager and the City Commission.

Wallis Peterson, 1941 NW 36th Street, discussed transparency in the City, recommending that the City website should provide access to advisory board and DRC meeting information, agendas, and minutes. The City should also record Neighborhood Participation Meetings.

Eric Peterson, president of the Westside Neighborhood Alliance of Oakland Park and 1941 NW 36th Street, also spoke about transparency. He referred to the City tax rates and how he felt staff was manipulating information by not including debt service in the taxes residents were actually paying. He asked the City to include all taxes, including debt service, in all future communications. Mr. Peterson then discussed City Manager Hebert's compensation, including a retirement contribution. Three weeks ago, he requested to see the master agreements between the City and the company handling City Manager Hebert's account but had not yet received them.

Ed Wojtal, 1556 NE 37th Street, discussed the drainage/sidewalk project. He said FGC Construction had refused portions of the sidewalk work due to design flaws. He requested an answer to his questions via email. He had just learned that there was no money in the grant to repave the roads after construction and asked where the money would come from.

Chris Fischer, 3711 NE 13th Avenue, President of the Corals of Oakland Park Neighborhood Association. He addressed the upcoming community meeting on May 26, requesting that staff attend with open ears, minds, and hearts for an overdue conversation. Requested more transparency and increased communication regarding city projects that affect residents. He then discussed projects that were begun but not finished and criticized the process the City followed.

Jacqueline McNichols, 1499 NE 36th Street, President of the Coalition of Oakland Park Affected Homeowners, reported the NE 13th Avenue sidewalk construction project on her street had ceased due to design issues. The City conducted a Downtown Mobility study and then ignored it.

**CONSENT AGENDA - Items 5-9**

Commissioner Lonergan moved to approve the Consent Agenda, consisting of Items 5 through 9. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

**YES:** Commissioner Lonergan, Vice Mayor Gordon, Commissioner Newbold, Commissioner Budhoo, Mayor Arnst

5. **Approval of Minutes - March 4, 2026**

Approved on consent.

6. **Code Lien Settlement for 1574 NE 38 Street**

Approved on consent to approve the proposed settlement offer of $55,287.00 plus $975.00 in recording and processing fees for Code Enforcement Lien Code Cases #CODE202310000011643 and #CODE202209000005929 for 1574 NE 38 ST FLRE LLC, owner of 1574 NE 38 Street, a residential property

7. **Renewal of Fleet Fuel Card Services Agreement with WEX Bank.**

Adopted on consent.

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-061**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING THE PIGGYBACKING OF THE AMENDED DMS CONTRACT NO. 78181701-21-NASPO-ACS FOR FUEL CARD SERVICES WITH WEX BANK, FOR THE PURCHASE OF UNLEADED AND DIESEL FUEL AS NEEDED, THROUGH DECEMBER 31, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

8. **Work Authorization with Currie Sowards Aguila Architects for a Feasibility Study for a Public Works Above-Ground Fuel and Diesel Exhaust Fluid System.**

Adopted on consent.

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-062**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY OF OAKLAND PARK AND CURRIE SOWARDS AGUILA ARCHITECTS FOR THE PUBLIC WORKS COMPLEX ABOVE-GROUND FUEL & DEF SYSTEMS FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED $30,474.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9. **Special Counsel agreement - Oakland Park Dixie, LLC v. The School Board of Broward County, Broward County, and the City of Oakland Park**

Adopted on consent.

The resolution, as adopted, carried the following title:

**RESOLUTION R-2026-063**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH COLE SCOTT & KISSANE TO PROVIDE LEGAL SERVICES RELATED TO LITIGATION OF THE CASE OF OAKLAND PARK DIXIE, LLC V. THE SCHOOL BOARD OF BROWARD COUNTY, BROWARD COUNTY AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

## 10. REPORTS FROM THE CITY COMMISSION

Commissioner Lonergan commented as follows:

1) He thanked Principal Allen at Lloyd Estates Elementary School for hosting the Partner Appreciation breakfast.
2) He thanked staff and BSO for making the Art Walk event a big success.
3) He reported the next Farm Share food distribution would be held on Saturday, May 30 at 10 AM. He advised anyone interested in the event to visit the City's website.
4) He stated on Saturday, May 5, that the Friends of the Library bake sale would take place, where one could purchase a bag of books for $5.
5) He was looking forward to the Community listening session on May 26.
6) He announced that Northeast High School would hold its graduation ceremony on Thursday, May 28, at the Performing Arts Center.

Vice Mayor Gordon commented as follows:

1) She thanked all residents who had attended the meeting and provided feedback.
2) She thanked the presenters and staff who prepared the presentations.
3) She attended the Partnership Appreciation Breakfast at Lloyd Estates Elementary School.
4) She attended a Real Talk event regarding women's health. She reminded women to take charge of their own health.
5) She said the Local Government Academy graduation, held the previous week, was a great event.

Commissioner Newbold commented as follows:

1) She thanked everyone who had spoken at the meeting and all proclamation recipients for attending.
2) She noted the City Commission members attended funeral services for Battalion Chief Kevin Fornash and said the "last call" had been touching.
3) She also attended the "Real Talk" event, which was very informative.
4) She stated the Partnership Appreciation Breakfast had been great.
5) She was looking forward to the Memorial Day event at the American Legion.
6) She thanked BSO for responding to calls in her neighborhood.

Commissioner Budhoo commented as follows:

1) He thanked city staff and City Manager Hebert for all they do for public service.
2) He had been visiting schools to determine the ramifications of the teacher cuts and lauded City employees for their dedication to dealing with current vacancies.
3) He reported he would be attending several graduations this year, including Northeast High School, William Dandy Middle School, and Sunfire High School.
4) He was invited to the musical celebration at North Andrews Gardens the following day.
5) He said Northeast High School had added a workshop in Marine Science Technology.
6) He thanked advisor Latoya Gordon and career technical education advisor Larry Brown.
7) He wished everyone a happy Memorial Day and said he would attend the ceremony at American Legion Post 222.

Mayor Arnst commented as follows:

1) He asked staff to address Mr. Wojtal's concerns via email, and to copy Mayor Arnst and the rest of the City Commission.
2) He requested a status update on the 21st Avenue crosswalk lights and the possibility of installing more speed tables there.

**REPORTS FROM THE CITY MANAGER**

11. **Financial Activity and Quarterly Investment Reports for the period ended March 31, 2026**

12. **BSO First Quarter 2026 Report**

**REPORTS FROM THE CITY ATTORNEY**

13. **City Attorney Report for May 20, 2026**

**ADJOURN**

The meeting was adjourned at: 9:30 PM.

CITY OF OAKLAND PARK, FLORIDA

_____
STEVE ARNST, MAYOR

ATTEST:

_____
RENEE M. SHROUT, CMC, CITY CLERK

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 3

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Claudelle Rose, Program Manager Engineering and Community Development<br><br>Brad Ostroff, Interim Director Engineering and Community Development | **DEPARTMENT HEAD APPROVAL:** | ECD - Engineering/Construction |

**SUBJECT:** Resolution of support for a Grant Application for the Roads for Economic Vitality (REV) for the Main Street/NE 12th Avenue Project.

## 1. BACKGROUND/HISTORY

**Issue Statement:** The Broward Metropolitan Planning Organization (MPO) Roads for Economic Vitality Grant Program (REV) provides funding for local transportation projects that improve safety and multimodal mobility. Support for such projects is required to establish funding eligibility. Staff is recommending the submission of the Main Street/NE 12th Avenue Improvement Project for consideration.

Final grant applications for REV must be submitted to the MPO no later than August 13, 2026. The City's project application is not considered complete and will not be recommended for further consideration by the MPO without the submission of the resolution of support from the City Commission.

The City held a public community meeting on June 22, 2026. If awarded, design funding will be available in FY 2032 , and construction funding in FY 2035.

**Recommended Action:** Staff recommends that the City Commission approve a resolution of support for the submission of the Roads for Economic Vitality Grant Program for the Main Street/NE 12th Avenue Improvement Project to the Broward Metropolitan Planning Organization (MPO), and further authorize City staff to design and construct the project should the project receive MPO funding.

## 2. CURRENT ACTIVITY

On October 18, 2023, Commission passed Resolution 2023-177 in support of a grant application submission under the Complete Streets and Other Localized Initiatives Program (CSLIP) for this project. The MPO's Roads for Economic Vitality Grant Program (REV) is the replacement for CSLIP and provides funding for local transportation projects to improve safety and multi-modal mobility.

Projects submitted for funding shall be eligible for up to a maximum of $5,000,000.

Since the early 2000's the goal of the City Commission has been to establish a viable downtown in the CRA area. This application furthers that goal by continuing the investment in safe multi-modal access to and around the downtown area. The proposed project contemplated in this application is the Main Street/NE 12th Avenue Roadway Improvement Project, from Oakland Park Boulevard to NE 36th Street. The improvements being requested for REV funding include:

- Installation of a shared-use path to replace the existing sidewalk
- Traffic pattern changes from one-way to two-way between NE 34$^{th}$ Street and NE 35$^{th}$ Street
- Other improvements that may facilitate the first/last mile transportation needs for a proposed bus stop on Oakland Park Boulevard and proposed train stop near NE 36$^{th}$ Street.

Should the City be awarded the grant, the grant will fund the design and construction for this project. There is no City match required; however, the City will be responsible for covering certain elements of the project (i.e., utility relocations). These elements will be further defined through the design process.

## 3. FINANCIAL IMPACT

There is no immediate financial impact. The City's grant application would fund design and construction of this project. When the project is designed, the City must fund the construction costs in excess of the grant amounts for the project to be built, as mentioned above. If awarded, notification is anticipated in 2027 and 2028. Therefore, the design funding for awarded projects would be available in FY2032 and the construction funds in FY2035.

## 4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution of support for the submission of the Roads for Economic Vitality Grant Program for the Main Street/NE 12th Avenue Improvement Project to the Broward Metropolitan Planning Organization (MPO), and further authorize City staff to design and construct the project should the project receive MPO funding.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, SUPPORTING THE SUBMISSION OF THE ROADS FOR ECONOMIC VITALITY GRANT PROGRAM FOR THE MAIN STREET/NE 12TH AVENUE IMPROVEMENT PROJECT TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO), AND TO AUTHORIZE CITY STAFF TO DESIGN AND CONSTRUCT THE PROJECT SUBJECT TO THE PROJECT RECEIVING MPO FUNDING; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Broward Metropolitan Planning Organization (MPO) approved the Roads for Economic Vitality Program (REV) on July 9th, 2015;

**WHEREAS**, The Main Street/NE 12th Avenue Improvement Project will be evaluated and ranked by the MPO, then vetted to determine programmability in accordance to the REV policies;

**WHEREAS**, a resolution from the City of Oakland Park Commission stating support for the project is required to establish funding eligibility;

**WHEREAS**, federally funded projects off the state highway system are delivered using the federally mandated Local Agency Program (LAP) process;

**WHEREAS**, the City of Oakland Park commits to administer and deliver the project under LAP;

**WHEREAS,** the LAP program is reimbursement based as specified in the LAP agreement;

**WHEREAS**, the City of Oakland Park commits to funding upfront costs for design, Construction Engineering and Inspection (CEI) services, and construction to be then reimbursed as per the LAP agreement;

**WHEREAS**, the City of Oakland Park commits to program funding for construction contingency per the requirements of LAP;

**WHEREAS**, The Main Street/NE 12th Avenue Improvement Project will be constructed within the agency's right of way;

**WHEREAS**, it is the responsibility of the City of Oakland Park, to maintain or coordinate the maintenance of the roadways after the project's completion.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby supports the submission of the Roads for Economic Vitality Grant Program for the Main Street/NE 12th Avenue Improvement Project to the Broward Metropolitan Planning Organization (MPO), and further authorizes City staff to design and construct the project subject to the project receiving MPO funding.

**SECTION 3.** The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

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**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

| | |
|---|---|
| A. GORDON | _____ |
| L. NEWBOLD | _____ |
| F. BUDHOO | _____ |
| T. LONERGAN | _____ |
| S. ARNST | _____ |

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 4

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Charlene Montgomery, Assistant Director Engineering and Community Development<br><br>Brad Ostroff, Interim Director Engineering and Community Development | **DEPARTMENT HEAD APPROVAL:** | ECD - Engineering/Construction |

**SUBJECT:** Approval of Amendment No. 9 to the FDOT Landscape Maintenance Memorandum of Agreement for Commercial Boulevard Landscape Improvements

## 1. BACKGROUND/HISTORY

**Issue Statement:** The Florida Department of Transportation (FDOT) and the City of Oakland Park entered into an Inclusive Landscape Maintenance Memorandum of Agreement (MMOA) on December 6, 2010, via resolution R-2010-189, for the maintenance of landscape improvements within designated state road rights-of-way throughout the City. The agreement has been amended periodically to add new landscape improvement areas requiring maintenance by the City.

McDonald's USA, LLC is proposing landscape enhancements within the FDOT right-of-way adjacent to its property located at 1352 East Commercial Boulevard. FDOT has prepared Amendment No. 9 to the existing Inclusive Landscape Maintenance MMOA to incorporate these additional landscape improvements located along State Road 870 (Commercial Boulevard) between Mile Posts 7.837 and 7.866.

FDOT policy does not permit maintenance agreements directly with private entities. Therefore, the City must enter into the amendment with FDOT and assume responsibility for the maintenance of the improvements. Concurrently, McDonald's will enter into a separate maintenance agreement with the City requiring McDonald's to perform and fund all maintenance activities associated with the improvements. A companion maintenance

agreement with McDonald's USA, LLC is also being presented for City Commission consideration.

**Recommended Action:** Staff recommends the City Commission adopt a resolution authorizing the proper City officials to execute Amendment No. 9 to the Inclusive Landscape Maintenance Memorandum of Agreement between the City of Oakland Park and the Florida Department of Transportation for landscape improvements located within the State Road 870/Commercial Boulevard right-of-way adjacent to McDonald's at 1352 East Commercial Boulevard, subject to approval and execution of the companion maintenance agreement with McDonald's USA, LLC.

## 2. CURRENT ACTIVITY

McDonald's USA, LLC has requested approval to install landscape and hardscape improvements within the FDOT right-of-way adjacent to its property located at 1352 East Commercial Boulevard. The proposed improvements include landscaping, irrigation, and related site enhancements within the State Road 870 corridor.

To facilitate these improvements, FDOT has prepared Amendment No. 9 to the City's existing Inclusive Landscape Maintenance MMOA. The amendment adds the project area to the City's existing maintenance boundaries and requires the City to accept maintenance responsibility for the improvements in accordance with FDOT standards.

Although the amendment identifies the City as the responsible maintenance entity, a companion agreement between the City and McDonald's will require McDonald's to perform and fund all maintenance activities associated with the landscape improvements, including irrigation, plant replacement, pruning, and hardscape upkeep. As a result, the City will not incur maintenance obligations or costs associated with the project.

Approval of this amendment will satisfy FDOT's requirement that maintenance responsibilities for improvements located within State right-of-way be assigned to a public agency rather than a private property owner.

## 3. FINANCIAL IMPACT

There is no financial impact to the City associated with this item. Although the amendment assigns maintenance responsibility to the City under FDOT requirements, a separate maintenance agreement between the City and McDonald's will require McDonald's USA, LLC to perform and fund all maintenance, repair, replacement, irrigation, and upkeep activities associated with the landscape improvements. Therefore, no City funds are required for implementation or ongoing maintenance of the project.

## 4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution authorizing the proper City officials to execute Amendment No. 9 to the Inclusive Landscape Maintenance

Memorandum of Agreement between the City of Oakland Park and the Florida Department of Transportation for landscape improvements located within the State Road 870/Commercial Boulevard right-of-way adjacent to McDonald's at 1352 East Commercial Boulevard, subject to approval and execution of the companion maintenance agreement with McDonald's USA, LLC.

**ATTACHMENTS:**

Resolution
Agreement

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NO. 9 TO THE INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE IMPROVEMENTS LOCATED WITHIN THE STATE ROAD 870/COMMERCIAL BOULEVARD RIGHT-OF-WAY ADJACENT TO MCDONALD'S AT 1352 EAST COMMERCIAL BOULEVARD, SUBJECT TO APPROVAL AND EXECUTION OF THE COMPANION MAINTENANCE AGREEMENT WITH MCDONALD'S USA, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission deems it to be in the best interests of the City to approve and authorize the Proper City Officials to execute Amendment No. 9 to the Inclusive Landscape Maintenance Memorandum of Agreement between the City of Oakland Park and the Florida Department of Transportation for landscape improvements located within the State Road 870/Commercial Boulevard right-of-way adjacent to McDonald's at 1352 East Commercial Boulevard, subject to approval and execution of the companion maintenance agreement with McDonald's USA, LLC.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to execute Amendment No. 9 to the Inclusive Landscape Maintenance Memorandum of Agreement between the City of Oakland Park and the Florida Department of Transportation for landscape improvements located within the State Road 870/Commercial Boulevard right-of-way adjacent to McDonald's at 1352 East Commercial Boulevard, subject to approval and execution of the companion maintenance agreement with McDonald's USA, LLC. A copy of Amendment No. 9 is attached hereto as Exhibit "A".

**SECTION 3.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

**PERMIT:** **2024-L-491-00010**
**COUNTY:** **BROWARD**
**ROAD I.D.:** **86014000**
**STATE ROAD**: **870**

**AMENDMENT NUMBER NINE (9) TO**
**FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 4**
**INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AMENDMENT** Number Nine (9) to the Agreement dated December 6th, 2010, was made and entered into this _____ day of _____ 20_____, by and between the **DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT** and the **CITY OF OAKLAND PARK,** a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

**W I T N E S S E T H**

**WHEREAS**, the parties entered into the Inclusive Landscape Maintenance Memorandum of Agreement on December 6th, 2010 ("Original Agreement") for the purpose of the AGENCY maintaining the landscape improvements on various roads including **State Road 870 (Commercial Boulevard)**; and

**WHEREAS**, the DEPARTMENT and the AGENCY agree to amend the Original Agreement for the purpose of adding additional landscape improvements ("Additional Improvements") on **State Road 870 (Commercial Boulevard)** in accordance with the above referenced Original Agreement; and

**WHEREAS,** the AGENCY by Resolution _____ dated, _____ attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into this Amendment, designating and setting forth the responsibilities of each party for the Additional Improvements.

**NOW THEREFORE**, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Page 7, Paragraph 9 of the Original Agreement, dated December 6th, 2010, and amended as such, the DEPARTMENT will allow an Adjacent Property Owner to construct additional landscape improvements or modify an improvement, located as indicated in **Exhibit "A",** on **State Road 870 (Commercial Boulevard) from M.P. 7.837 to M.P. 7.866**, and in accordance with the plans attached as **Exhibit "B".**

2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according to Exhibit "C", Part I of the Maintenance Plan referenced in the Original Agreement, and as follows in Part II:

**PART II. <u>Specific Project Site Maintenance Requirements and Recommendations:</u>**

1. Canopy Trees are intended to be maintained at mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)

2. Remove suckering growth from base and clear trunk areas for***:*** single trunked and/or multi-trunked) trees on a monthly schedule.

3. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

4. To maintain the intended appearance of all shrubs or turf grass apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

5. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.

6. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain plants 6" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.

7. <u>Groundcovers and shrubs</u>

   Maintain the vertical height of:
   - (Dwarf Ixora) between ( 12") and (18"), full to ground
   - (St Augustine Floritam) mature height do not trim down to below (2")

8. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.

9. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

10. Concrete pavers shall be inspected on a monthly basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice-yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly to keep those areas free of weeds.

Inspect the irrigation system performance on a monthly to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

**LIST OF EXHIBITS FOR AMENDMENT #9:**

Exhibit A - Landscape Improvements Maintenance Boundaries
Exhibit B - Landscape Improvement Plans
Exhibit C – Resolution

*Except as modified by this Amendment, all terms and conditions of the Original Agreement and all Amendments thereto shall remain in full force and effect.*

**PERMIT:** **2024-L-491-00010**
**COUNTY:** **BROWARD**
**ROAD I.D.:** **86014000**
**STATE ROAD**: **870**

**In Witness whereof,** the parties hereto have executed with this Amendment effective the day and year written and approved.

**CITY OF OAKLAND PARK**

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Renee M. Shrout, City Clerk

Legal Approval: _____

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**STATE OF FLORIDA**
**DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
John P. Krane, P.E. (or designee)
Director of Transportation Development

Attest: _____
Alia Chanel (or designee)
District 4 Secretary

Legal Review: _____
Pamela G. Eidelberg (or designee)
Assistant General Counsel, District 4

**PERMIT:** **2024-L-491-00010**
**COUNTY:** **BROWARD**
**ROAD I.D.:** **86014000**
**STATE ROAD**: **870**

## EXHIBIT A

## LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

### I. LANDSCAPE MAINTENANCE LIMITS FOR AMENDMENT #9:

State Road 870 (Commercial Boulevard) from M.P. 7.837 to 7.866

**See Exhibit A Map attached*

### II. ORIGINAL INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT (DECEMBER 6, 2010) LIMITS FOR STATE ROAD 870 (Commercial Boulevard):

State Road. 870 (Commercial Boulevard) Original Agreement

M.P. 6.384 (approximately 75 feet east of the Seaboard Coast Line Railroad) to M.P. 8.016 (N.E. 15th Terrace.) which includes the entire right-of-way area.

***All limits of the Original Agreement and Amendments thereto, not otherwise referenced herein, remain in full force and effect.*

**PERMIT:** **2024-L-491-00010**
**COUNTY:** **BROWARD**
**ROAD I.D.:** **86014000**
**STATE ROAD**: **870**

## EXHIBIT B

## LANDSCAPE IMPROVEMENT PLANS

The AGENCY (via Adjacent Property Owner) agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: James McClure.
MLA Landscape Architecture

Dated: November 21, 2024

## MASTER PLANT LIST

7/31/24

| KEY | PLANT NAME | SPECIFICATION | QUANTITY |
|---|---|---|---|
| ADP2 | VEITCHIA MERRILH ADONIDIA PALM | 5'-10' CT. DBL. TRUNKS 3" DBH. MIN. HIGH DROUGHT TOLERANCE | 5 |
| AP12 | PTYCHOSPERMA ELEGANS ALEXANDER PALM | 5'-16' CT. SINGLE TRUNK 4" DBH. MIN. | 4 |
| CAG14 | CAESALPINIA GRANADILLA BRIDALVEIL TREE | 14'-16' X 6' SPR. 3" DBH. 5' CT. MIN. MEDIUM DROUGHT TOLERANCE | 9 |
| CES12 | CONOCARPUS ERECTUS SERICEUS SILVER BUTTONWOOD TREE | 12' HT.X 6' SPR. MIN. SINGLE TRUNK 4.5" CT. 2" DBH MATCHED HIGH DROUGHT TOLERANCE | 7 |
| LL10 | LIGUSTRUM JAPONICUM TREE LIGUSTRUM | 10' X 6' SPR. MULTI-STEM, 3" CT. MIN. MEDIUM DROUGHT TOLERANCE NO CROSSING BRANCHES & SUPRATE STEMS FROM GROUND UP | 3 |
| LA12 | ILEX ATTENUATA EAST PALATKA HOLLY | 12' X 6' SPR. 2.5" DBH 4.5" CT. NATIVE WELL SHAPED MATCHED HIGH DROUGHT TOLERANCE | 7 |
| VM2 | VEITCHIA MONTGOMERYANA MONTGOMERY PALM | 8'-10' CT., DBL. TRUNK 3" DBH. MIN. HIGH DROUGHT TOLERANCE | 10 |
| MF12 | MYRCIANTHES FRAGRANS SIMPSONS STOPPER | 12 'X 6' SPR. 2.5" DBH 4.5" CT. NATIVE WELL SHAPED MATCHED HIGH DROUGHT TOLERANCE | 4 |
| QV12 | QUERCUS VIRGINIANA LIVE OAK | 14'-16' X 6' SPR. 3" DBH. 5' CT. MIN. MATOVE HIGH DROUGHT TOLERANCE | 1 |

## MASTER PLANT LIST

| KEY | PLANT NAME | SPECIFICATION | QUANTITY |
|---|---|---|---|
| MF10 | MYRCIANTHES FRAGRANS SIMPSONS STOPPER | 10' HT. 6' SPR. 2" DBH. 4.5" CT. NATIVE HIGH DROUGHT TOLERANCE | 2 |
| SP3 | SABAL PALMETTO SABAL PALM | 10-16' CT. 12" DBH. MIN. B&B SMOOTH TRUNKS NATIVE HTS NURSERY GROWN ONLY | 3 |

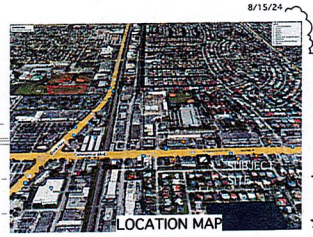
## MASTER PLANT LIST

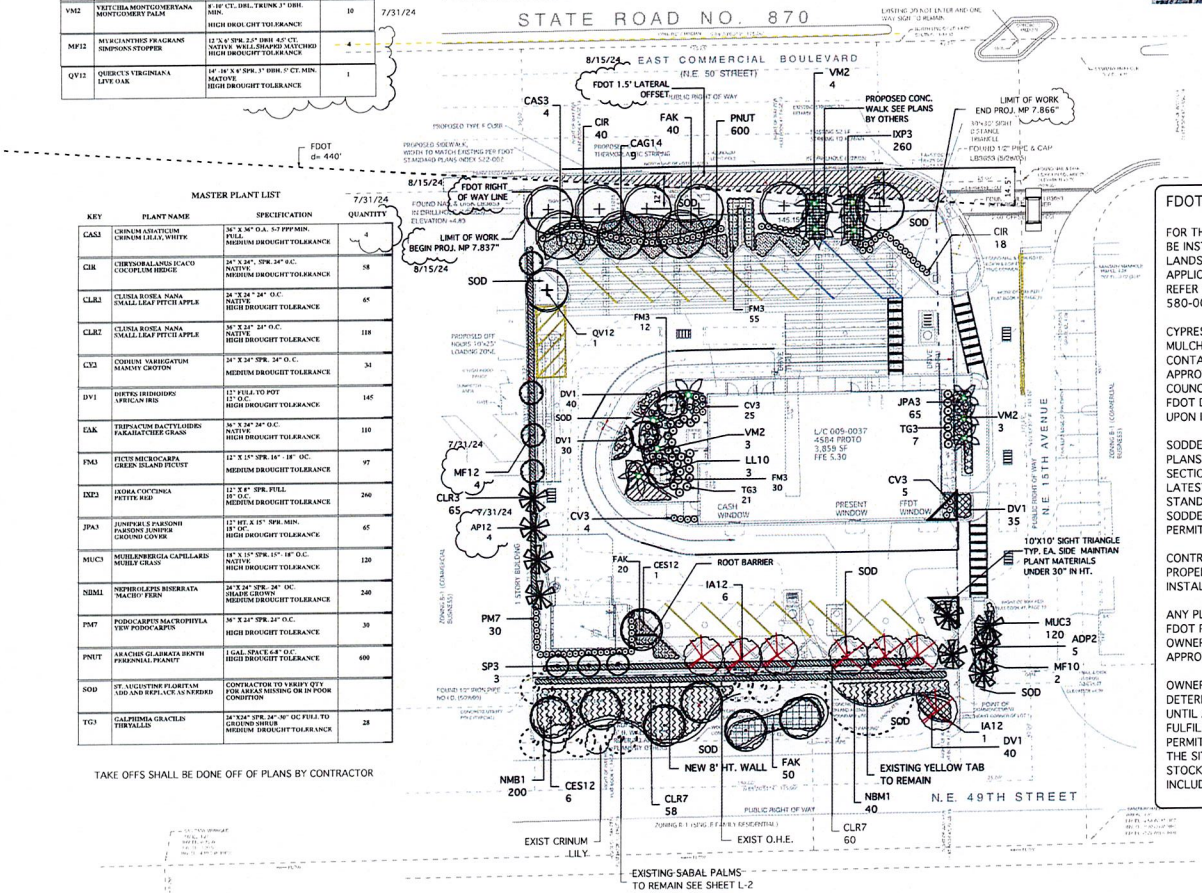
7/31/24

| KEY | PLANT NAME | SPECIFICATION | QUANTITY |
|---|---|---|---|
| CAS3 | CRINUM ASIATICUM CRINUM LILLY, WHITE | 36" X 36" O.A. 5-7 PPP MIN. FULL MEDIUM DROUGHT TOLERANCE | 4 |
| CIR | CHRYSOBALANUS ICACO COCOPLUM HEDGE | 24" X 24", SPR. 24" O.C. NATIVE MEDIUM DROUGHT TOLERANCE | 58 |
| CLR3 | CLUSIA ROSEA NANA SMALL LEAF PITCH APPLE | 24 "X 24 " 24" O.C. NATIVE HIGH DROUGHT TOLERANCE | 65 |
| CLR7 | CLUSIA ROSEA NANA SMALL LEAF PITCH APPLE | 36" X 24" 24" O.C. NATIVE HIGH DROUGHT TOLERANCE | 118 |
| CY3 | CODIUM VARIEGATUM MAMMY CROTON | 24" X 24" SPR. 24" O. C. MEDIUM DROUGHT TOLERANCE | 34 |
| DV1 | DIETES IRIDIOIDES AFRICAN IRIS | 12" FULL TO POT 12" O.C. HIGH DROUGHT TOLERANCE | 145 |
| FAK | TRIPSACUM DACTYLOIDES PARAHATCHIE GRASS | 36" X 24" 24" O.C. NATIVE HIGH DROUGHT TOLERANCE | 110 |
| FM3 | FICUS MICROCARPA GREEN ISLAND FICUST | 12" X 15" SPR. 16" - 18" OC. MEDIUM DROUGHT TOLERANCE | 97 |
| IXP3 | IXORA COCCINEA PETITE RED | 12" X 8" SPR. FULL 18" O.C. MEDIUM DROUGHT TOLERANCE | 260 |
| JPA3 | JUNIPERUS PARSONII PARSONS JUNIPER GROUND COVER | 12" HT. X 15" SPR. MIN. 18" OC. HIGH DROUGHT TOLERANCE | 65 |
| MUC3 | MUHLENBERGIA CAPILLARIS MUHLY GRASS | 18" X 15" SPR. 15"- 18" O.C. NATIVE HIGH DROUGHT TOLERANCE | 120 |
| NBM1 | NEPHROLEPIS BISERRATA 'MACHO' FERN | 24"X 24" SPR. 24" OC SHADE GROWN MEDIUM DROUGHT TOLERANCE | 240 |
| PM7 | PODOCARPUS MACROPHYLLA YEW PODOCARPUS | 36" X 24" SPR. 24" O.C. HIGH DROUGHT TOLERANCE | 30 |
| PNUT | ARACHIS GLABRATA BENTH PERENNIAL PEANUT | 1 GAL. SPACE 6-8 " O.C. HIGH DROUGHT TOLERANCE | 600 |
| SOD | ST. AUGUSTINE FLORITAM ADD AND REPLACE AS NEEDED | CONTRACTOR TO VERIFY QTY FOR AREAS MISSING OR IN POOR CONDITION | |
| TG3 | GALPHIMIA GRACILIS THRYALLIS | 24"X24" SPR. 24"- 36" OC FULL TO GROUND SHRUB MEDIUM DROUGHT TOLERANCE | 28 |

TAKE OFFS SHALL BE DONE OFF OF PLANS BY CONTRACTOR

8/15/24




## FDOT PLANTING NOTES:

FOR THE PORTION OF LANDSCAPE MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT MAINTENANCE SPECIFICATIONS 580 REFER TO SHEET L-4 AND FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION

CYPRESS MULCH IS NOT PERMITTED ON FDOT RIGHT OF WAY MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH CONTAINING NO CYPRESS PRODUCTS, RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION

SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD PLANS INDEX 570-010 AND STANDARD SPECIFICATOINS SECTIONS 162,570,981,983,987 OF THE DEPARTMENTS LATEST EDITION OF GOVERNING DESIGN STANDARDS AND STANDARD SPECIFICATIONS. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE WEEK OF INSTALLATION OF SAID PERMITTED WORK.

CONTRACTOR SHALL REPAIR AL LDAMAGE DONE TO FDOT PROPERTY DURING DEMOLITION, RELOCATION AND OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE

ANY PLANT MATERIAL SUBSTITION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT LANDSCAPE ARCHITECT

OWNERSHIP OF ALL SUITABLE EXCAVTED MATERIALS AS DETERMINED BY THE DEPT. SHALL REMAIN IN THE DETP. UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST AND EXPENSE FROM THE SITE TO THE SITE TO THE FDOT BROWARD OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPT. INCLUDING ASPHALT MILLINGS

## CITY OF OAKLAND PARK LANDSCAPE REQUIREMENTS

### LANDSCAPE REQUIREMENTS

ZONING: B-1 (COMMUNITY BUSINESS)

TOTAL SITE AREA = 24,294 SF.
BUILDING AREA = 3,859 SF.
IMPERVIOUS AREA PROPOSED = 15,696 SF. (64.6%)
PERVIOUS AREA PROPOSED = 4,740 SF. (19.5%)

INTERIOR REQUIREMENTS

VUA: 15 SF PER INTERIOR PARKING SPACES
INTERIOR PARKING SPACES = 19
285 SF. REQUIRED / 1 TREE PER 50 SF. = 6 TREES REQUIRED
PROPOSED = 6

1 TREE PER LANDSCAPE ISLAND = 4
PROPOSED = 4

5 SHRUBS PER 150 SF. PERVIOUS AREA
REQUIRED SHRUBS = 158
PROPOSED AND EXISTING = 158

PERIMETER REQUIREMENTS

ADJ. TO RESIDENTIAL ZONING 1 TREE PER 30 LF.
SOUTH
172/30 = 6 TREES REQUIRED
N/A DUE TO ELECTRICAL UTILITY LOCATIONS

ADJ. TO NON RESIDENTIAL ZONING 1 TREE PER 40 LF.
WEST
142/40 = 4 TREES REQUIRED
PROPOSED =4

ADJ. TO RIGHT OF WAY 1 TREE PER 40 LF.

E. COMMERCIAL BLVD
145/40 = 4 TREES REQUIRED
PROPOSED = 4 TREES

N.W. 15TH AVE
145/40 = 4 TREES REQUIRED
EXISTING = 3 TREES
PROPOSED = 1

TOTAL TREES REQUIRED = 28
TOTAL TREES PROPOSED/EXISTING = 28

CONTINOUS HEDGE REQUIRED
CONT. HEDGE PROPOSED

REQUIRED NATIVES TREES = 14 (50% )
PROPOSED/EXISTING = 14
REQUIRED NATIVES SHRUBS = 40%
PROPOSED = 467

AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED AT TIME OF PERMITTING TO PROVIDE 100% COVERAGE WITH 50% OVERLAP AND A RAIN SENSOR DEVICE.

STREET TREES SHALL MAINTAIN A 6' OFFSET FROM EDGE OF ROAD WHERE CURBING IN NOT PRESENT

CONTRACTOR SHALL BE AWARE OF ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO STARTING WORK.

REFER TO SHEET L-2 FOR EXISTING TREE DISPOSITION INFORMATION
REFER TO SHEET L-3 FOR LANDSCAPE PLANS AND DETAILS

NOTE: ALL LANDSCAPE MATERIALS WITHIN THE SIGHT TRIANGLES SHALL BE MAINTAINED BELOW 30" IN HEIGHT. TREES SHALL MAINTAIN A MIN. CLEAR TRUNK OF 8'

NOTE: ALL STREET TREES SHALL BE OFF SET FROM E.O.P. BY 6'-0" PROVIDE ROOT BARRIER BETWEEN TREES AND SIDEWALK SEE DETAIL

FDOT LA PERMIT NO. 2024-L-491-00010
DESIGN SPEED = 35 MPH

REVISIONS:
CITY COMMENTS: 7/31/24
FDOT COMMENTS: 8/15/24

SHEET TITLE:
LANDSCAPE PLANTING PLAN

PROJECT:
MCDONALD'S
1352 EAST COMMERCIAL BLVD
OAKLAND PARK FLORIDA

SEAL

jamess mcclure
Digitally signed by james s mcclure
Date: 2024.09.05 15:53:45 -04'00'

SCALE: 1"=20'
DATE DRAWN: 4-18-24

SHEET NO.
L-1
of-4

Page 7 of 8
Attachment 2

**PERMIT:** **2024-L-491-00010**
**COUNTY:** **BROWARD**
**ROAD I.D.:** **86014000**
**STATE ROAD**: **870**

## EXHIBIT C

## RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the DEPARTMENT and the AGENCY.

*Please see attached*

*(To be provided by the Agency)*

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 5

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Charlene Montgomery, Assistant Director Engineering and Community Development<br><br>Brad Ostroff, Interim Director Engineering and Community Development | **DEPARTMENT HEAD APPROVAL:** | ECD - Engineering/Construction |

**SUBJECT:** Approval of an Agreement to Maintain Landscaping with McDonald's Corporation for Landscape Improvements Adjacent to 1352 East Commercial Boulevard

## 1. BACKGROUND/HISTORY

**Issue Statement:** The Florida Department of Transportation (FDOT) requires public agencies, rather than private property owners, to assume maintenance responsibility for landscape improvements installed within state road rights-of-way. As a result, the City is concurrently considering Amendment No. 9 to the Inclusive Landscape Maintenance Memorandum of Agreement (MMOA) with FDOT for landscape improvements adjacent to the McDonald's property located at 1352 East Commercial Boulevard.

To ensure that the maintenance obligations associated with these improvements are performed and funded by the benefiting property owner, McDonald's Corporation has agreed to enter into the attached Agreement to Maintain Landscaping with the City. Under the agreement, McDonald's will assume and perform all maintenance obligations required by FDOT for the limited area adjacent to its property, including landscaping, irrigation, hardscape maintenance, plant replacement, and related upkeep activities.

The agreement further requires McDonald's, and any successor in interest, to maintain the improvements for as long as it owns the property and to retain a qualified landscape maintenance provider to perform the required maintenance activities.

**Recommended Action:** Staff recommends that the City Commission adopt a resolution authorizing the proper City officials to execute an Agreement to Maintain Landscaping between the City of Oakland Park and McDonald's Corporation for landscape improvements located adjacent to 1352 East Commercial Boulevard.

## 2. CURRENT ACTIVITY

McDonald's Corporation is updating the landscaping associated with its property located at 1352 East Commercial Boulevard, including improvements located within FDOT right-of-way adjacent to the site.

As required by FDOT, the City must accept maintenance responsibility for these improvements through Amendment No. 9 to the existing FDOT Inclusive Landscape Maintenance MMOA. Because FDOT does not enter into maintenance agreements directly with private entities, the City has negotiated a companion Agreement to Maintain Landscaping with McDonald's Corporation.

The agreement obligates McDonald's to perform all maintenance activities required under the FDOT-approved Landscape Maintenance Plan, including maintenance of landscaping, irrigation systems, hardscape features, plant replacement, litter control, pruning, fertilization, and other associated maintenance activities.

The agreement also establishes procedures for addressing any maintenance deficiencies identified by FDOT. If the City receives a notice of default or violation from FDOT, the City will provide notice to McDonald's, which will have thirty (30) business days to cure the deficiency before being subject to City enforcement proceedings.

Approval of this agreement ensures that all maintenance responsibilities and associated costs remain the responsibility of McDonald's while allowing the City to satisfy FDOT's public-agency maintenance requirements.

## 3. FINANCIAL IMPACT

There is no financial impact to the City associated with this item. Under the Agreement to Maintain Landscaping, McDonald's Corporation is responsible for performing and funding all maintenance, repair, replacement, irrigation, landscaping, hardscape maintenance, and related activities associated with the landscape improvements adjacent to its property.

## 4. RECOMMENDATION

Staff recommends that the City Commission adopt a resolution authorizing the proper City officials to execute an Agreement to Maintain Landscaping between the City of Oakland Park and McDonald's Corporation for landscape improvements located adjacent to 1352 East Commercial Boulevard.

**ATTACHMENTS:**

Resolution
Agreement

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT TO MAINTAIN LANDSCAPING BETWEEN THE CITY OF OAKLAND PARK AND MCDONALD'S CORPORATION FOR LANDSCAPE IMPROVEMENTS LOCATED ADJACENT TO 1352 EAST COMMERCIAL BOULEVARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission deems it to be in the best interests of the City of Oakland Park to approve and authorize the appropriate City officials to execute an agreement to Maintain Landscaping between the City of Oakland Park and McDonald's Corporation for landscape improvements located adjacent to 1352 East Commercial Boulevard.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute an agreement to Maintain Landscaping between the City of Oakland Park and McDonald's Corporation for landscape improvements located adjacent to 1352 East Commercial Boulevard. A copy of the Agreement is attached hereto as Exhibit “A”.

**SECTION 3.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

| | |
|---|---|
| A. GORDON | _____ |
| L. NEWBOLD | _____ |
| F. BUDHOO | _____ |
| T. LONERGAN | _____ |
| S. ARNST | _____ |

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

This Instrument prepared by:
Jenna Stein, Senior Counsel-Director
McDonald's Corporation
After recording, return to:
Tammy Salinas
McDonald's Corporation
110 N. Carpenter Street
Chicago, IL 60607

Folio No.: 4942-14-12-1420

# AGREEMENT TO MAINTAIN LANDSCAPING

This Agreement to Maintain Landscaping ("Agreement") is executed this_____day of _____ 2026, by and between MCDONALD'S CORPORATION a Delaware corporation ("Owner"), and the CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida ("City").

WHEREAS, Owner is updating the landscaping on the property located at 1352 E. Commercial, Fort Lauderdale, FL 33334 ("Owner's Property");

WHEREAS, the City has entered into that certain District Four (4) Landscape Maintenance Memorandum of Agreement Inclusive Agreement dated December 6, 2010 with Florida Department of Transportation, as amended (the "MMOA");

WHEREAS, the MMOA obligates the City to perform certain maintenance obligations (as defined in the MMOA);

WHEREAS, with respect to in the limited area adjacent to Owner's Property as described and depicted on Exhibit A attached hereto and incorporated herein ("Limited Area"), Owner will assume the City's maintenance obligations pursuant to the Landscape Maintenance Plan set forth as Exhibit E to the MMOA (such obligations being referred to herein as the "Owner's Maintenance Obligations"), a copy of which is attached hereto as Exhibit B and incorporated herein.

WHEREAS, the parties have agreed to execute this agreement to ensure the City that Owner will perform the Owner's Maintenance Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City agree as follows:

A. Owner, including any successor in interest, agrees to perform the Owner's Maintenance Obligations for so long as Owner has title to Owner's Property, including:

a. to enter into a written contract with a third-party landscape maintenance provider under which the third party must agree to make any improvements (as required by Exhibit B) and/or perform the Owner's Maintenance Obligations in accordance with the requirements of Exhibit B; and

b. to indemnify and hold harmless City from its actual damages incurred with regard to all claims arising from the failure of Owner to comply with this Agreement. City agrees to perform its obligations under the MMOA and to indemnify and hold harmless Owner from all claims arising out of or resulting from the failure of City to comply with City's obligations under the MMOA.

B. If City receives a default or violation notice regarding the Limited Area from FDOT pursuant to the MMOA, City shall provide Owner with a copy of such notice, by nationally recognized overnight courier service or by United States Post Office express mail with confirmation of delivery, within ten (10) business days of City's receipt thereof to: McDonald's Corporation, 110 N. Carpenter Street, Chicago, IL 60607, Attn: Director-U.S. Legal (009-0037). A copy shall also be emailed to Nicole Hopkins, McDonald's Real Estate Portfolio Supervisor, at nicole.hopkins@us.mcd.com and to Erica Frost Esquivel, McDonald's Real Estate Portfolio Manager, at erica.frostesquivel@us.mcd.com. Owner shall have thirty (30) business days from receipt of such notice via nationally recognized overnight courier service or by United States Post Office express mail with confirmation of delivery to cure the default or violation. If Owner fails to cure the default or violation within such thirty (30) business day period, Owner may be subject to City code enforcement proceedings pursuant to Chapter 162 of the Florida Statutes.

{REMAINDER OF PAGE LEFT BLANK – SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF. the parties have executed this Agreement as of the date first above-written.

McDonald's Corporation

By: _____

Name: Jenna Stein

Title: Senior Counsel- Director

City of Oakland Park

By: _____

Name: _____

Title: _____

Acknowledged and Accepted on this _____ day of _____, 2026 by Florida Department of Transportation.

By: _____

Name: _____

Title: _____

**ACKNOWLEDGMENT – McDONALD'S CORPORATION**

STATE OF ILLINOIS )
) ss
COUNTY OF COOK )

I, Tamara L. Salinas, a Notary Public in and for the county and state aforesaid; DO HEREBY CERTIFY that Jenna Stein, as Senior Counsel of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of June, 2026.

Tamara L. Salinas
Notary Public

My commission expires: 4/4/2027

OFFICIAL SEAL
Tamara L Salinas
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 747534
My Commission Expires April 4, 2027

## EXHIBIT A

## Description and Depiction of Limited Area

## (See Attached)

# EXHIBIT "A"

## LEGAL DESCRIPTION:

The North ten (10) feet of Lots 1, 2 and 3, Block 19, CORAL HEIGHTS SECTION THREE, according to the Plat thereof, as recorded in Plat Book 47 at Page 19 of the Public Records of Broward County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Lot 3; thence N 89°30'00" E along the North line of said Lots 1, 2, and 3, also being the South right of way line of East Commercial Boulevard for 125.25 feet to a point of curvature; thence Southeasterly along a 25 foot radius curve leading to the right through a central angle of 53°06'19" for an arc distance of 23.17 feet to a point on a non-tangent line; thence S 89°30'00" W along a line 10 feet South of and parallel with said North line of said Lots 1, 2, 3, and South right of way line of East Commercial Boulevard for 145.15 feet; thence N 01°03'30" W along the West line of said Lot 3 for 10.00 feet to the Point of Beginning.

## SURVEYOR'S NOTES:

- This site lies in Section 14, Township 49 South, Range 42 East, City of Oakland Park, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida unless otherwise noted.
- Bearings hereon are referred to an assumed value of N 89°30'00 E for the South right of way line of East Commercial Boulevard.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2004-038.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on March 12, 2026 and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin Jr., For The Firm
Professional Surveyor and Mapper, LS6435
State of Florida.

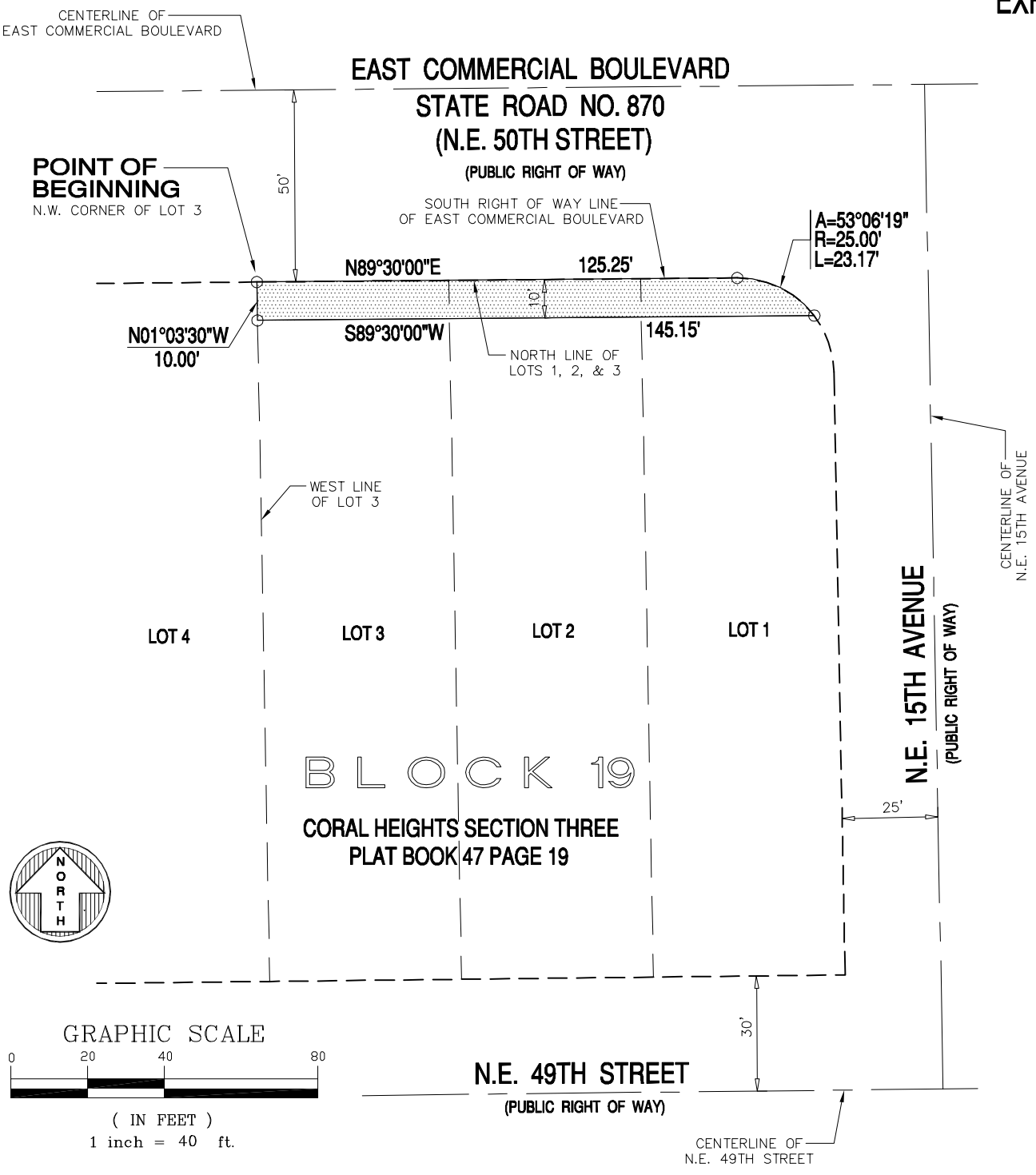
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|---|---|
| Drawn By | MAP |
| Cad. No. | 260116 |
| Ref. Dwg. | 2004-038 |
| | |
| Plotted: | 3/12/26 2:18p |

**LEGAL DESCRIPTION, NOTES & CERTIFICATION**


**FORTIN, LEAVY, SKILES, INC.**
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 3/12/26 |
| Scale | NOT TO SCALE |
| Job. No. | 260116 |
| Dwg. No. | 1026-009 |
| Sheet | 1 of 3 |

# EXHIBIT "A"



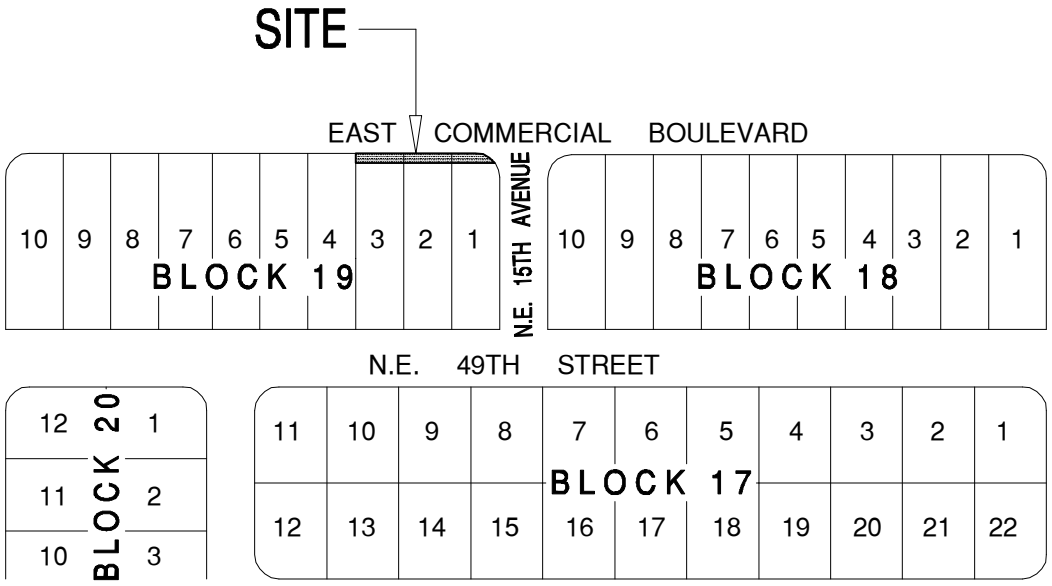

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|---|---|
| Drawn By | MAP |
| Cad. No. | 260116 |
| Ref. Dwg. | 2004-038 |
| | |
| Plotted: | 3/12/26 2:18p |

## SKETCH OF DESCRIPTION


**FORTIN, LEAVY, SKILES, INC.**
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 3/12/26 |
| Scale | 1"=40' |
| Job. No. | 260116 |
| Dwg. No. | 1026-009 |
| Sheet | 2 of 3 |

# EXHIBIT "A"







| | |
|---|---|
| Drawn By | MAP |
| Cad. No. | 260116 |
| Ref. Dwg. | 2004-038 |
| | |
| Plotted: | 3/12/26 2:18p |

## LOCATION SKETCH


**FORTIN, LEAVY, SKILES, INC.**
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 3/12/26 |
| Scale | NOT TO SCALE |
| Job. No. | 260116 |
| Dwg. No. | 1026-009 |
| Sheet | 3 of 3 |

**EXHIBIT B**

**Landscape Maintenance Plan**

**(See Attached)**

# MAINTENANCE PLAN
# Landscape Improvements

**Project State Road No(s):** SR 870 (E.Commercial Blvd) from M.P. 7.837 to M.P. 7.866

**Permit or FM No(s):** 2024-L-491-00010 (McDonald's)

**RLA of Record:** James McClure

**Maintaining Agency:** City of Oakland Park

**Date:** January 22, 2025

---

*The purpose of a plan for the Landscape Improvements maintenance practices is to allow the plant material on the project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and provide clear visibility, accessibility, clearance, and setbacks as set forth and required in the following Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.*

***Part I** of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. (**DO NOT EDIT PART I**)*
***Part II** provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans. (**LANDSCAPE ARCHITECT REQUIRED TO EDIT PART II ONLY**)*

## PART I.
## GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

### WATERING REQUIREMENTS
Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

### IRRIGATION SYSTEM
The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

### MULCHING
Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

**INTEGRATED PLANT MANAGEMENT**
An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

**PRUNING**
All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

**STAKING AND GUYING**
All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

**TURF MOWING**
All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

**LITTER CONTROL**
The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

**WEEDING/HERBICIDE**
All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

**PLANT REPLACEMENT**
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

**TREE CELL STRUCTURES**
Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

**LANDSCAPE ACCENT LIGHTING**
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

**HARDSCAPE (SPECIALTY SURFACING)**
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

**HARDSCAPE (CONCRETE PAVERS)**
All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI)*, *Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

**HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)**
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or “patches” will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

**SITE FURNISHINGS**
Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

**MAINTENANCE OF TRAFFIC CONTROL**
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)**
**(IF APPLICABLE)**
To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

## PART II.
## SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

### AGENCY MAINTENANCE REQUIREMENTS

*Include any specific agency maintenance requirements that have not already been covered in Part I of this Maintenance Plan. Use this section to explain the specific maintenance the agency will need to perform to sustain the design intent. To avoid redundancy and conflict do not repeat any direction found in Part I of this document.*

### LANDSCAPE ARCHITECT MAINTENANCE REQUIREMENT

***INSTRUCTIONS FOR OPTION A:*** *This section is required for the R.L.A. of Record to inform the Agency of specific information to maintain the design intent. As a way of guiding maintenance personnel, the landscape architect's intent for selecting and placing each plant type, and the anticipated care to ensure the design intent is achieved should be noted in this section of the Maintenance Plan using "performance based language" (method which describes precise end-result expectations along with clear, effective ways to measure maintenance performance) intending to address : screening objectionable views, use of seasonal color, erosion control, enhancing drainage ponds, framing a view or vista, natural area restoration, etc.*

*To achieve and sustain the design intent, specify the mature or maintained height and spread for all shrubs or groundcovers and include any specific characteristics for each species, such as specifying foliage full to ground, etc. Identify all maintenance offset limits of the foliage growth from the edge of sidewalks, curbs, pavement, or other hardscape improvements. Provide any other specific maintenance requirements intended for the proposed plant material.*

### LANDSCAPE ARCHITECT MAINTENANCE REQUIREMENT

***INSTRUCTIONS FOR OPTION B:*** *The R.L.A. of Record may edit the following optional template below to establish the project's maintenance requirements to maintain the design intent. DO NOT USE ALL OF THE FOLLOWING OPTIONAL TEMPLATE EXAMPLES if the project is NOT proposing to use that item within the FDOT right of way.*

1. (R.L.A. to provide brief description of design intent.)

2. Canopy Trees are intended to be maintained at mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)

3. Remove suckering growth from base and clear trunk areas for*:* single trunked and/or multi-trunked) trees on a monthly schedule.

4. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

5. To maintain the intended appearance of all shrubs or turf grass apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

6. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.

7. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain plants 6" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.

8. (***Provide a list of groundcovers and shrubs individually or in groups***)
   Maintain the vertical height of:
   (Dwf Ixora) between ( 12") and (18"), full to ground

   (St Augustine Floritam) mature height do not trim down to below (2")

9. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.

10. Evaluate plant material on a monthly bases for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

11. Concrete pavers shall be inspected on a monthly basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice yearly bases to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly to keep those areas free of weeds.

    Inspect the irrigation system performance on a monthly to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

# **REFERENCES** (Sept. 2024)

*This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.*

**Accessible Sidewalk (ADA)**

- *Accessible Sidewalks and Street Crossings* https://fdotwww.blob.core.windows.net
- *Sidewalks and Trails* https://www.fdot.gov/roadway/ada/sidewalksandtrails.shtm
- *ADA Standards for Accessible Design* https://www.ada.gov/law-and-regs/design-standards/

**Building Codes & Standards**, Florida Department of Community Affairs (DCA),
*2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

**American National Standard Institute**, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – **Standard Practices (Pruning)***, available for purchase http://webstore.ansi.org / https://tcimag.tcia.org/training/introducing-the-newly-designed-ansi-a300-tree-care-standards/

**Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry**, ***Florida Grades and Standards for Nursery Plants 2022***
https://sfyl.ifas.ufl.edu/media/sfylifasufledu/hillsborough/docs/pdf/environmentalhort/grades-and-standards-for-nursery-plants-2022.pdf

**Florida Exotic Pest Plant Council Invasive Plant Lists**
https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/

**Florida Irrigation Society** http://www.fisstate.org

**Florida Power and Light (FPL) - *Right Tree, Right Place***
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

**FLORIDA DEPARTMENT OF TRANSPORTATION,**

***Maintenance Specifications Workbook*** *https://www.fdot.gov/programmanagement/maintenance*

- *Section 580 Landscape Installation https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/maintenance/fy-2024-25/spm5800000-724-i19425.pdf?sfvrsn=15564aa7_1*

***FDOT Standard Plans*** *for Design, Construction, Maintenance and Utility Operations on the State Highway System,*
*Standard Plans - FY 2024-25 https://www.fdot.gov/design/standardplans/current*

- *Index Series 102-600 Traffic Control through Work Zones*
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2024/idx/102-600.pdf?sfvrsn=3244c6c7_2
- *Index 580-001 Landscape Installation* https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2024/idx/580-001.pdf?sfvrsn=3963729c_2
- *Index 591-001* Landscape Irrigation Sleeves
*https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2024/idx/591-001.pdf?sfvrsn=1ffed4bc_2*

***FDOT Design Manual*** *for Design, Construction, Maintenance and Utility Operations on the State Highway System, https://www.fdot.gov/roadway/fdm/default.shtm*

- *Chapter 212.11 Clear Sight Triangles https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/fdm/2024/2024fdm212intersections.pdf?sfvrsn=428d0a44_3*
- *Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width, Table 215.2.2 Lateral Offset Criteria (for Trees) https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/fdm/2024/2024fdm215roadsidesafety.pdf?sfvrsn=66e0f4a3_2*

**Landscape Architecture Website**
https://www.fdot.gov/roadway/landscape-architecture/landscape-architecture-programs

**Maintenance Rating Program Handbook** https://www.fdot.gov/maintenance/maintratingprogram.shtm

**Outdoor Advertising Database** https://www.fdot.gov/rightofway/OutdoorAdvertising.shtm/new-outdoor-advertising-site

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 6

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Charlene Montgomery, Assistant Director Engineering and Community Development<br><br>Brad Ostroff, Interim Director Engineering and Community Development | **DEPARTMENT HEAD APPROVAL:** | ECD - Engineering/Construction |

**SUBJECT:** Approval of the Project Specific Interlocal Agreement (ILA) between the City and Broward County for the Surtax-Funded CSX and FEC Crossing Safety Study (OAKL-007).

## 1. BACKGROUND/HISTORY

**Issue Statement:** In November 2018, Broward County voters approved a 30-year, one percent sales surtax to fund transportation initiatives. Broward County and the cities of Broward County entered into a Transportation System Surtax Interlocal Agreement (ILA) providing for a cooperative and organized process for the municipalities to submit projects for funding with transportation surtax proceeds.

The ILA was amended in 2019, 2021, and in 2025, Broward County and participating municipalities approved a Third Amendment and Restatement of the Transportation System Surtax Interlocal Agreement. The amendment updated the framework for administering municipal surtax funding, including revised funding priorities, establishment of formula-based funding for municipal rehabilitation and maintenance projects, creation of a grant match program, and updated procedures for project funding agreements and municipal project implementation.

For individual projects approved for funding, municipalities are required to enter into project specific Interlocal Agreements in order to seek reimbursement for project related costs. With funding approved for the CSX and FEC Crossing Safety Study (OAKL-007), a project specific ILA is required before the project can proceed to design. The

City of Oakland Park has been awarded $150,000 in Transportation Surtax funding.

The work authorization is being considered on a separate agenda.

**Recommended Action:** City Commission adopt a resolution approving and authorizing the execution of the project specific ILA between the City and Broward County for the CSX and FEC Crossing Safety Study (OAKL-007).

## 2. CURRENT ACTIVITY

The City of Oakland Park has been awarded $150,000 in Transportation Surtax funding for the CSX and FEC Crossing Safety Study (OAKL-007). The study will evaluate safety, accessibility, and operational conditions at rail crossings along the CSX and Florida East Coast (FEC) railroad corridors within the City. The assessment will examine interactions between rail operations and vehicular, pedestrian, and bicycle traffic; analyze crash history, travel patterns, and known safety concerns; and identify opportunities to improve connectivity between neighborhoods, schools, parks, transit stops, commercial areas, and other key destinations.

Based on the findings, the study will develop data-driven recommendations and conceptual improvement strategies to enhance safety and mobility along the rail corridors. Potential recommendations may include crossing infrastructure improvements, pedestrian and bicycle safety enhancements, lighting and wayfinding upgrades, grade-separated crossing alternatives, and other measures designed to reduce conflicts and improve corridor connectivity.

Approval of this Interlocal Agreement and the associated work authorization will authorize the City to receive Transportation Surtax funding and allow staff to proceed with the necessary steps to procure consultant services and complete the study.

## 3. FINANCIAL IMPACT

There is no immediate financial impact to the approval of the Interlocal Agreement between the City and Broward County for the CSX and FEC Crossing Safety Study (OAKL-007). Under the agreement, the City will receive $150,000 for the study.

A separate item is on this meeting for consideration by the Commission to approve a work authorization with a consultant to perform the study. The related budget amendment to recognize the surtax revenue and appropriate the corresponding expenditure budget is included with that item.

## 4. RECOMMENDATION

City Commission adopt a resolution approving and authorizing the execution of the project specific ILA between the City and Broward County for the CSX and FEC Crossing Safety Study (OAKL-007).

**ATTACHMENTS:**

Resolution
MAP Surtax Funding Agreement for CSX and FEC Crossing Safety Studies

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PROJECT SPECIFIC INTERLOCAL AGREEMENT BETWEEN THE CITY AND BROWARD COUNTY FOR THE CSX AND FEC CROSSING SAFETY STUDY (OAKL-007); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the project specific Interlocal Agreement between the City and Broward County for the CSX and FEC Crossing Safety Study (OAKL-007).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate city officials to execute the project specific Interlocal Agreement between the City and Broward County for the CSX and FEC Crossing Safety Study (OAKL-007). A copy of the Interlocal Agreement is attached hereto as Exhibit “A”.

**SECTION 3**. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

| | |
|---|---|
| A. GORDON | _____ |
| L. NEWBOLD | _____ |
| F. BUDHOO | _____ |
| T. LONERGAN | _____ |
| S. ARNST | _____ |

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

# Cycle 1 Project Cover Sheet

Surtax Funding Agreement (SFA) for City of Oakland Park

This Cover Sheet and the attached Standard Terms and Conditions shall operate as the Surtax Funding Agreement ("SFA") between Broward County, a political subdivision of the State of Florida ("County"), and City of Oakland Park, a municipality of the State of Florida ("Municipality"), for the Municipal R&M Project(s) summarized in the table below. The term of this SFA shall begin on the date it is fully executed by the Parties and end one hundred twenty days after the last deadline date listed below. All construction work and final inspections associated with each project must be completed by the applicable deadline specified below.

| MAP ID | Project | Maximum Funding Amount | CBE Goal % | Completion Deadline |
|---|---|---|---|---|
| OAKL-007 | CSX and FEC Crossing Safety Studies | $150,000 | No Goal | June 30, 2027 |

Advance Payment. Subject to satisfaction of the conditions in Section 6.2 of the Standard T&Cs, the Maximum Funding Amount for each project will be provided by County to Municipality in advance.

General. Without limiting Section 2.5 of the Standard T&Cs, Municipality shall provide Contract Administrator with a copy of all solicitations and subsequent vendor agreements for the Project(s) prior to publication (for the solicitation) or execution (for agreements) for the purposes stated in the Standard T&Cs. Capitalized terms used in this Cover Sheet shall have the same definitions as used in the Standard T&Cs unless expressly provided for herein. For this SFA, all references to "Application" in the Standard T&Cs shall mean this Cover Sheet. In the event of an express conflict between the Standard T&Cs and this Cover Sheet, the Cover Sheet shall govern, provided, however, that nothing in this Cover Sheet shall be construed to limit Municipality's obligations under the Standard T&Cs or the 2025 ILA unless expressly stated.

Notices. For notice to a Party to be effective, it must be sent in accordance with Section 11.3 of the Standard T&Cs. The addresses for notice are as follows:

FOR COUNTY:
Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

*With a copy to:*
Broward County Attorney's Office:
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: nklitsberg@broward.org

FOR MUNICIPALITY:
David Hebert, City Manager
1100 Park Lane East
Oakland Park, FL 33334
Email address: davidh@oaklandparkfl.gov

*With a copy to:*
Municipal SPOC (Surtax Point of Contact)
Sierra Marrero
(954) 630-4479
Email address: Sierra.Marrero@oaklandparkfl.gov

(The remainder of this page is intentionally left blank.)

**City of Oakland Park**

By: _____ _____ _____
Municipal Authorized Signatory Title Date

Return a signed copy to the MAP Administration office by email at map@broward.org.

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**Broward County**

By: _____ _____
County Authorized Signatory Date
Mobility Advancement Program Administrator

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

By: _____ _____
Gavin P. Rynard (Date)
Assistant County Attorney

By: _____ _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

**ATTACHMENT**
**STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED**
**MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS**
**(REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)**

**STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)**

These Standard Terms and Conditions ("Standard T&Cs") shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) ("2025 ILA") entered into between certain Broward County municipalities (each a "Municipality" and collectively, "Participating Municipalities") and Broward County, a political subdivision of the State of Florida ("County"). County and the applicable Municipality may also be identified individually as a "Party" and collectively referred to as the "Parties."

**RECITALS**

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding ("Funding") for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality's request is referred to as an "Application" and includes the cover sheet to these Standard T&Cs with each applicable Party's address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

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

**ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)**

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

## ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

(a) the proposed solicitation;
(b) the proposed contract(s); and
(c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
    (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
    (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at https://mapbroward.org/municipal-partners/municipal-surtax-program/ or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

## ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

## ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

## ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

## ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

## ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to its Eligible Municipal Projects (the "Project Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with contract
b) Compliance with the Code (including County's code of ethics)
c) Compliance with contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

| Type of Record | File format |
|---|---|
| Monthly Job Cost Detail | .pdf and Excel |
| Detailed Job Cost History to Date | .pdf and Excel |
| Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail) | .pdf and Excel |
| Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date) | .pdf and Excel |
| Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project | .pdf |
| Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project | .pdf |
| Daily Superintendent Reports | .pdf |
| Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.) | .pdf and Excel |
| Copies of Executed Subcontracts with all Subcontractors | .pdf |
| Copies of all executed Change Orders issued to Subcontractors | .pdf |
| Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.) | .pdf |

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

> "Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

## ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided in arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work

on the Eligible Municipal Project(s) properly performed through the termination date specified in the written notice of termination ("Pre-termination Work"), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days' prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

## ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances ("Business Opportunity Act"), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation

goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

> "The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that

such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor's and Consultant's compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor's and Consultant's progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

## ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an "MUR" regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality's Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed

to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified in the Application to these Standard T&Cs and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. Any other public records request shall be responded to by the receiving Party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense of sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms "herein" and "hereof" refer to these Standard T&Cs 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 these Standard T&Cs, 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof

Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 7

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Charlene Montgomery, Assistant Director Engineering and Community Development<br><br>Brad Ostroff, Interim Director Engineering and Community Development | **DEPARTMENT HEAD APPROVAL:** | ECD - Engineering/Construction |

**SUBJECT:** Approval of a Work Authorization with The Corradino Group, Inc. for the CSX and FEC Crossing Safety Study and Multimodal Safety Assessment (OAKL-007).

## 1. BACKGROUND/HISTORY

**Issue Statement:** The City of Oakland Park was awarded Transportation Surtax funding for the CSX and FEC Crossing Safety Study (OAKL-007). The project will evaluate safety, accessibility, and operational conditions at rail crossings along the CSX and Florida East Coast (FEC) railroad corridors within the City and identify opportunities to improve multimodal mobility and connectivity. A separate item is being considered on this agenda for approval of a project-specific Surtax Funding Agreement with Broward County providing $150,000 in funding for the study.

This item seeks approval of a Work Authorization with The Corradino Group, Inc. pursuant to the City's existing Continuing Professional Services Agreement (CCNA) for transportation engineering and planning services. The work authorization will authorize Corradino to perform the CSX and FEC Multimodal Safety and Conflict Mitigation Study for an amount not to exceed $150,000.

The proposed professional services are being advanced under the City's continuing services contract in accordance with the Consultants' Competitive Negotiation Act (CCNA), approved on March 20, 2024.

**Recommended Action:** The City Commission adopt a resolution authorizing the proper City Officials to execute a Work Authorization between the City and The Corradino Group, Inc. for the CSX and FEC

Crossing Safety Study and Multimodal Safety Assessment (OAKL-007), for an amount not to exceed $150,000, and approve the proposed budget amendment.

## 2. CURRENT ACTIVITY

The City of Oakland Park was awarded $150,000 in Broward County Transportation Surtax funding for the CSX and FEC Crossing Safety Study and Multimodal Safety Assessment (OAKL-007). The study will evaluate safety, accessibility, and mobility conditions at railroad crossings along the CSX and Florida East Coast (FEC) rail corridors and identify opportunities to improve connectivity for motorists, pedestrians, and bicyclists throughout the City.

The study includes data collection, field investigations, traffic safety analysis, and evaluation of thirteen railroad crossings throughout Oakland Park. Based on the findings, the consultant will develop recommendations to improve safety and mobility, which may include crossing infrastructure improvements, pedestrian and bicycle enhancements, lighting and wayfinding improvements, and other mitigation strategies.

The Corradino Group, Inc. has submitted a proposal through the City's existing CCNA contract to perform the study for a lump sum amount of $150,000. Approval of the Work Authorization will allow staff to proceed with the study and develop recommendations to guide future safety improvements and transportation investments along the City's rail corridors.

## 3. FINANCIAL IMPACT

As outlined in the attached Work Authorization, the total cost of the CSX and FEC Crossing Safety Study (OAKL-007) is $150,000. Funding for this study is provided through the Broward County Transportation Surtax Program under Project OAKL-007. A separate item is on this agenda for consideration by the Commission to approve the Interlocal Agreement (ILA) with the Broward County for the related Surtax funds crossing safety study (OAKL-007). Attached is the proposed Budget Amendment in Exhibit A, recognizing surtax revenue and appropriating the corresponding expenditure budget for the study.

The proposed expenditure is as follows:

**Approval of a Work Authorization with The Corradino Group, Inc. for the CSX and FEC Crossing Safety Study and Multimodal Safety Assessment (OAKL-007).**

| Acct. Name & Number | Available Budget | Proposed Expenditure | Remaining Available |
|---|---|---|---|
| Professional Services 00143541.431300 | $ 275,600 | $ 150,000 | $ 125,600 |

## 4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution authorizing the proper City Officials to execute a Work Authorization between the City and The Corradino Group, Inc. for the CSX and FEC Crossing Safety Study and Multimodal Safety Assessment (OAKL-007), for an amount not to exceed $150,000, and approve the proposed budget amendment.

**ATTACHMENTS:**

Resolution
Work Authorization and Addendum
Proposed Buget Amendment

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY AND THE CORRADINO GROUP, INC. FOR THE CSX AND FEC CROSSING SAFETY STUDY AND MULTIMODAL SAFETY ASSESSMENT (OAKL-007), FOR AN AMOUNT NOT TO EXCEED $150,000.00, AND APPROVE THE PROPOSED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City of Oakland Park to approve and authorize the proper City officials to execute a Work Authorization between the City and The Corradino Group, Inc. for the CSX and FEC Crossing Safety Study and Multimodal Safety Assessment (OAKL-007), for an amount not to exceed $150,000.00, and approve the proposed budget amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City officials to execute a Work Authorization between the City and The Corradino Group, Inc. for the CSX and FEC Crossing Safety Study and Multimodal Safety Assessment (OAKL-007), for an amount not to exceed $150,000.00. A copy of the Work Authorization is attached hereto as Exhibit “A”.

**SECTION 3.** The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit “B”.

**SECTION 4.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 6.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

# CITY OF OAKLAND PARK

## CONTINUING PROFESSIONAL SERVICES WORK AUTHORIZATION

This Work Authorization is solely for the processing of agreements under the Consultants' Competitive Negotiation Act (CCNA) and is issued to authorize the Consultant to perform professional services for the City of Oakland Park in accordance with the terms and conditions of the Continuing Professional Services Agreement, RFQ-100323, and Resolution No. R2024-057. This Work Authorization incorporates all applicable provisions of the Agreement and establishes the specific scope of work, associated compensation, and project-specific requirements.

### PROJECT INFORMATION

PROJECT TITLE: CSX and FEC Multimodal Safety and Conflict Mitigation Study

PROJECT MANAGER: Charlene Montgomery

CONSULTANT: The Corradino Group, Inc

CONSULTANT ADDRESS: 4055 NW. 97th Avenue, Suite 200, Miami, Florida 33178

### COMMISSION AUTHORIZATION (Expenditures of $25,000 or greater require City Commission Approval)

Commission Approval Required? ◉ Yes ○ No Resolution No. (if approved) _____

Schedule Commission Date (if pending) _____

Note: If Commission approval is required and not yet obtained, this Work Authorization shall not be deemed valid until such approval is granted

### SCOPE OF WORK & COMPENSATION

Consultant shall perform the following professional services as directed by the City in accordance with the Agreement and this Work Authorization. The total amount or the limiting amount of the compensation is outlined below, unless additional services are authorized by the City in writing.

| TASK NO. | DESCRIPTION | METHOD OF COMPENSATION | AMOUNT ($) |
|---|---|---|---|
| 1 | General Project Management Activities | Lump Sum | $ 26,400.00 |
| 2 | Traffic Data Collection | Lump Sum | $ 13,140.00 |
| 3 | CSX and FEC Corridor Railroad Crossings Field Investigation | Lump Sum | $ 21,460.00 |
| 4 | Traffic Safety Review | Lump Sum | $ 16,240.00 |
| 5 | CSX and FEC Corridor Crossing Assessment Report | Lump Sum | $ 72,760.00 |
| 6 | | | |
| | | TOTAL COMPENSATION | $ 150,000.00 |

### ACKNOWLEDGEMENT & EXECUTION

The undersigned acknowledges and agrees to comply with all requirements, conditions, and responsibilities associated with this Work Authorization, which is issued pursuant to the Continuing Professional Services Agreement (RFQ-100323) and Resolution No. R2024-057, both of which are incorporated herein by reference as if fully set forth. The Consultant agrees to perform all services in accordance with the standards and requirements established in the Agreement, this Work Authorization, and all applicable laws, codes, and regulations. No modification or amendment to this Work Authorization shall be valid unless made in writing and signed by all parties.

### CONSULTANT:

Joseph M. Corradino, AICP, President/CEO — May 27, 2026

AUTHORIZED REPRESENTATIVE — SIGNATURE — DATE

### CITY OF OAKLAND PARK APPROVAL

Brad Ostroff — Brad Ostroff

DIRECTOR OF ENGINEERING & COMMUNITY DEVELOPMENT — SIGNATURE — DATE

David Hebert

CITY MANAGER — SIGNATURE — DATE

UPDATED: JANUARY 2025

**Exhibit A**
**Scope of Services**

Sent via Email to charlene.montgomery@oaklandparkfl.gov

April 27, 2026

Charlene Montgomery
Assistant Director
Engineering and Community Development
City of Oakland Park
1100 Park Lane East
Oakland Park, FL. 33334

Dear Ms. Montgomery:

It is our understanding that the City of Oakland Park has requested a task work order proposal for the completion of the CSX and FEC Multimodal Safety and Conflict Mitigation Study (Broward MAP project OAKL-007). The study will provide recommendations for safety improvements to the CSX and FEC railway crossings in the City of Oakland Park.

The Corradino Group, Inc. will provide the attached scope of services related to this task work order assignment for a lump sum budget of $150,000.00. These services will be performed in accordance with the Continuing Professional Consulting Services (CCNA) Agreement, RFQ# 100323, as approved by Resolution No. R-2024-057. The Corradino Group, Inc., appreciates this opportunity to submit this proposal to the City of Oakland Park. We look forward to assisting the City of Oakland Park in providing the best traffic and transportation engineering consultant services possible.

Sincerely,

Joseph M. Corradino, AICP
President & CEO
The Corradino Group, Inc.

**CONSULTING SERVICE AUTHORIZATION**

**Statement of Work (SOW)**

CITY P.O. NO._____ CITY EXPENSE CODE_____

**TITLE: CSX and FEC Multimodal Safety and Conflict Mitigation Study**

## I. PROJECT DESCRIPTION:

The Consultant will provide traffic and transportation engineering services related to the completion of the CSX and FEC Multimodal Safety and Conflict Mitigation Study (Broward MAP project OAKL-007). Attachment One includes the project sheet for Broward MAP project OAKL-007. The study will provide recommendations for safety improvements to the CSX and FEC railway crossings in the City of Oakland Park. The City of Oakland Park lies within the Broward County portion of the FEC corridor (roughly mileposts #335 to #338), which is part of a multi-city quiet zone (Deerfield Beach to Hallandale Beach) where train horns are restricted except in emergencies, supplemented by safety measures at crossings.

The purpose of this study is to evaluate and improve the safety and functionality of multimodal movements, including vehicles, pedestrians, and bicycles, along and across the CSX and FEC railroad corridors within the City of Oakland Park. The study will assess existing and potential conflicts between rail operations and public mobility, with the goal of identifying viable, context-sensitive solutions that minimize risk, enhance safety, and improve connectivity for all users at these defined rail crossings in the city. Attachment Two includes the Railroad Highway Crossing Inventory (RHCI) map.

## II. SCOPE OF SERVICES:

The task work order proposal will include the following tasks:

Task 1- General Project Management Activities

Task 2- Traffic Data Collection

Task 3- CSX and FEC Corridor Railroad Crossings Field Investigation

Task 4- Traffic Safety Review

Task 5- CSX and FEC Corridor Crossing Assessment Report

**TASK 1: General Project Management Activities**

This task includes general project management activities, client management, coordination with government agency stakeholders, and up to four (4) joint virtual meetings with city staff.

**TASK 2: Traffic Data Collection**

The Consultant will collect pedestrian and bicycle crossing volumes for 12 hours at 13 railroad crossing locations on one weekday and one weekend. In addition, the number of train crossings, including the type and speed of the train, will be documented. The final traffic count locations and specific collection hours will be approved by the City of Oakland Park prior to deployment of the traffic data collection devices.

1. Crossing Location #1- Oakland Park Boulevard between Dixie Highway and NE 12th Terrace; FEC #272544X
2. Crossing Location #2- NE 34th Court between Dixie Highway and NE 12th Avenue; FEC #272542J
3. Crossing Location #3- NE 36th Street between Dixie Highway and NE 12th Avenue; FEC #272541C
4. Crossing Location #4- NW 38th Street between Dixie Highway and NE 12th Avenue; FEC #272540V
5. Crossing Location #5- NE 45th Street between NE 11th Avenue and NE 12th Terrace; FEC #272538U
6. Crossing Location #6- Commercial Blvd between NE 11th Avenue and NE 12th Avenue; FEC #272537M
7. Crossing Location #7- NE 56th Street between Dixie Highway and NE 14th Avenue; FEC #272870B
8. Crossing Location #8-NE 62nd Street between Dixie Highway and NE 14th Avenue; FEC #272536F
9. Crossing Location #9- Oakland Park Boulevard between NW 17th Avenue and Powerline Road; CSX #628191B
10. Crossing Location #10- NW 38th Street between NW 10th Avenue and Powerline Road; CSX #628189A
11. Crossing Location #11- Prospect Boulevard between NW 10th Avenue and Powerline Road; CSX #628188T
12. Crossing Location #12- Powerline Road between Prospect Road and Commercial Boulevard; CSX #628187L
13. Crossing Location #13- Commercial Boulevard between Powerline Road and N. Andrews Avenue; CSX #628186E

The Consultant will utilize recently collected and published AADT tube counts taken from permanent FDOT count stations. The bidirectional volume tube counts will be used at the following roadway approach segments within the City of Oakland Park, Florida.

1. Crossing Location #1- Oakland Park Boulevard between Dixie Highway and NE 12th Terrace; FDOT count stations #865067 and #860424
2. Crossing Location #4- NW 38th Street between Dixie Highway and NE 12th Avenue; FDOT count station #869576
3. Crossing Location #6- Commercial Blvd between NE 11th Avenue and NE 12th Avenue; FDOT count station #860134
4. Crossing Location #7- NE 56th Street between Dixie Highway and NE 14th Avenue; FDOT count stations #867040 and #867041
5. Crossing Location #8-NE 62nd Street between Dixie Highway and NE 14th Avenue; FDOT count stations #860301 and #869079
6. Crossing Location #9- Oakland Park Boulevard between NW 17th Avenue and Powerline Road; FDOT count station #865130
7. Crossing Location #10- NW 38th Street between NW 10th Avenue and Powerline Road; FDOT count station #869071
8. Crossing Location #11- Prospect Boulevard between NW 10th Avenue and Powerline Road; FDOT count station #867157
9. Crossing Location #12- Powerline Road between Prospect Road and Commercial Boulevard; FDOT count station #860484
10. Crossing Location #13- Commercial Boulevard between Powerline Road and N. Andrews Avenue; FDOT count stations #860017 and #865293

The Consultant will collect 72-hour bidirectional volume tube counts at the following roadway approach segments within the City of Oakland Park, Florida. The tube counts will be placed Tuesday through Thursday during a normal week (not during a holiday, summer break from school, or special event). The final traffic count locations will be approved by the City of Oakland Park prior to the deployment of the traffic data collection devices.

1. Crossing Location #2- NE 34th Court between Dixie Highway and NE 12th Avenue
2. Crossing Location #3- NE 36th Street between Dixie Highway and NE 12th Avenue
3. Crossing Location #5- NE 45th Street between NE 11th Avenue and NE 12th Terrace

The Consultant will seasonally adjust the daily volumes with the published peak season adjustment factors. Attachment Three includes a map of the location of the AADT tube counts.

**TASK 3: CSX and FEC Corridor Railroad Crossings Field Investigation**

The Consultant will complete a field evaluation of the 13 FEC and CSX Railroad Highway crossing locations. This includes collecting field data to update the current USDOT Crossing Inventory Forms for each rail crossing location. The Consultant, using crossing safety management principles, will evaluate conditions at a grade crossing to determine and recommend safety needs for that crossing. The Consultant will evaluate each railroad crossing in accordance with the diagnostic review requirements in Title 49 CFR Part 222.27. The Consultant will verify and document all signs and markings related to each rail crossing location.

**TASK 4: Traffic Safety Review**

The Consultant will research the most recent crash history using Signal Four Analytics at each rail crossing location along the approach road segments. Signal Four Analytics will be used to determine the number of crashes that have occurred on these approach road segments and at each rail crossing location. The Consultant will summarize the crash data and provide a crash summary and a heat map from Signal Four Analytics, documenting the locations of each identified crash within the most recent five-year period. The Consultant will review previous studies by the Broward MPO and available reports from the Federal Railroad Administration (FRA) related to crossing infrastructure and safety improvements.

**TASK 5: CSX and FEC Corridor Crossing Assessment Report**

The Consultant will prepare a CSX and FEC Corridor Crossings Assessment Report for the 13 railroad crossings in the City of Oakland Park, Florida. The Consultant will prepare the Report based on information obtained from Tasks 2, 3, and 4. The FEC Corridor Assessment Report will include an update of the USDOT Crossing Inventory Forms for each of the railroad crossings. The FEC Corridor Assessment Report will evaluate the following elements related to each railroad crossing location:

- Comprehensive Safety Assessment- Identify and map historic crash incident data.
- Multimodal Movement and Conflict Analysis- Analyze how pedestrians, cyclists, and vehicles currently interact with the rail corridors. This includes reviewing pedestrian paths and crossing behaviors to determine if they create any hazardous conditions.
- Connectivity and Accessibility- Identify critical community destinations (i.e. schools, transit, health facilities, parks) and the rail crossings used to reach these locations. Identify locations where above-grade or alternative crossings may be warranted to maintain safe connectivity.

- Mitigation Strategy Development- Recommend safety improvements and conflict mitigation strategies, including mobility enhancements, wayfinding and lighting improvements, and potential grade separation enhancements.

The Consultant will prioritize the safety improvements and will classify them as low, medium and high costs. A high-level planning cost estimate will be prepared to establish a preliminary budget. This scope of services includes one initial submittal of the CSX and FEC Corridor Crossings Assessment Report, plus one revision based on a set of comprehensive traffic review comments by the City of Oakland Park and other government agency stakeholders.

The following are additional basis of scope for this task work order authorization.

- This scope of services does not include Consultant services for the completion of engineering design, permitting, and construction services for potential supplemental safety improvements. This scope of services does not include conceptual designs. These services can be provided under a separate task-work order agreement, as requested by the city.

- This scope of work will supplement other rail safety improvements already proposed as part of the Broward County Sealed Corridor Project and identified Quiet Zone Supplemental Safety Measures.

- This scope of services does not include an audit of the 13 railroad crossings to ensure compliance with the current version of the MUTCD 11th Edition dated December 2023. This scope of services is based on cross-checking the audit of the MUTCD devices and pavement markings completed by the FRA and FDOT.

- If additional traffic data collection and/or analyses are requested by any of the government agency stakeholders other than what was previously listed in TASKS 1 to 5, an additional service agreement will be required to complete this additional work.

- This scope of work does not include attendance at any public hearings. If these services are required, an additional service agreement will be provided as requested by the City of Oakland Park.

- This scope of services does not include a full update to the original Broward MPO Quiet Zone Study. If these services are required, an additional service agreement will be required to complete this additional work.

- This scope of services does not include grant support services, such as the preparation of grant applications for any potential safety improvements. If these services are required, an additional service agreement will be provided as requested by the City of Oakland Park.

- Additional meeting attendance and intergovernmental coordination beyond what is included in this scope of services will be provided as an additional service as requested by the city.
- This scope of services is based on there not being a Broward CBE goal as part of this task work order.

## III. BUDGET:

The Corradino Group, Inc. will provide the City of Oakland Park with the basic services described in this scope of services for a lump sum fee of **$150,000.00.** These services will be performed in accordance with the Continuing Professional Consulting Services (CCNA) Agreement, RFQ #100323, as approved by Resolution No. R-2024-057. If you would like to proceed with this task work order, please sign below and return it to The Corradino Group.

## IV. ACCEPTANCE OF PROPOSAL

**CSX and FEC Multimodal Safety and Conflict Mitigation Study**

Approved by:

**CITY OF OAKLAND PARK**

Date: _____

By: _____

**David Hebert, City Manager**

_____

**THE CORRADINO GROUP, INC.**

Date: April 27, 2026

By: _____

**Joseph M. Corradino, President & CEO**

**ATTACHMENT ONE**

**BROWARD MAP PROJECT OAKL-007 PROJECT SHEET**

MAP Broward
Mobility Advancement Program
Brought to you by the Penny For Transportation

**TRANSPORTATION SURTAX FUNDED PROJECTS**

**Project Name:**
• CSX and FEC Crossing Study

**Project Type:**
• Road Improvements

**Current Phase:**
• Planning

**Fiscal Year of award:**
• 2020

**Project Description:**
• Study to provide recommendations for safety improvements to the CSX and FEC railway crossings.

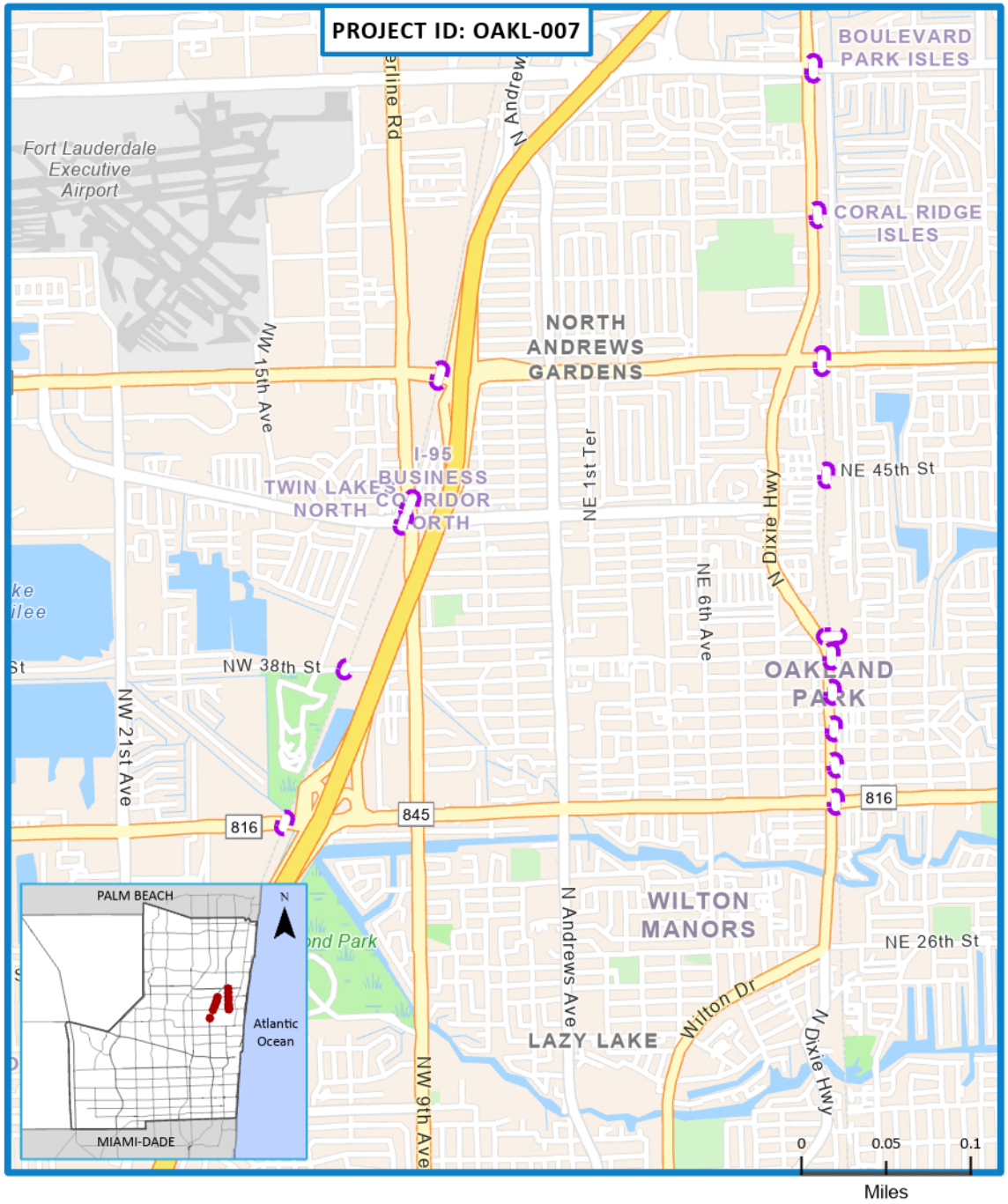
**Project Location:**
• Citywide railroad crossings

**Project Limits:**
• Multiple locations citywide

**Surtax Funding Awarded to date:**
• $150,000.00

**Geographic Area Coverage:**
• County Commission District: 4, 8
• Municipality: Oakland Park

• Zip Code: 33309, 33311, 33334

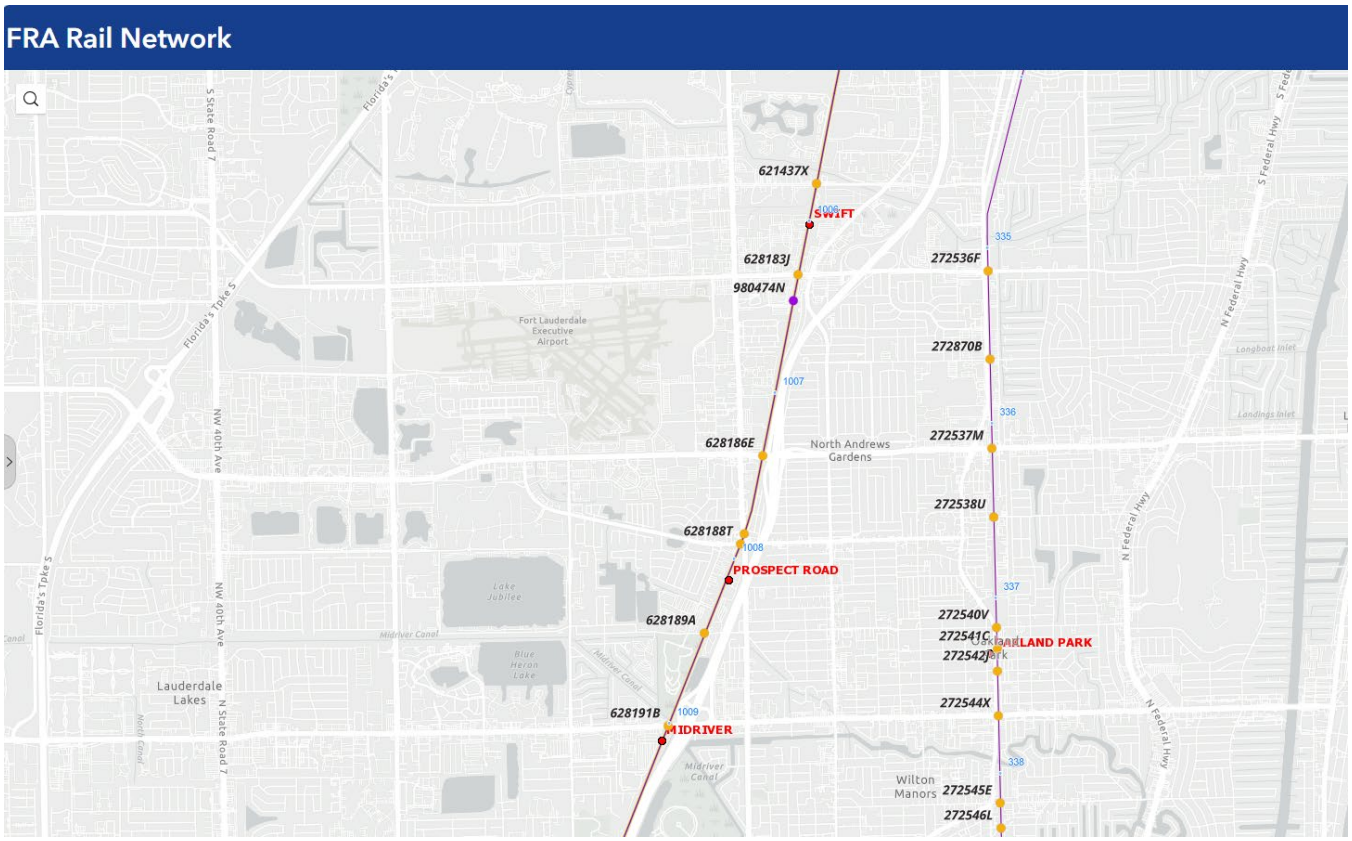



**Questions?**
To find out more about this project or anything related to MAP Broward, contact Mobility Advancement Program Administration at: (954) 357-9501 or via email at mapsocial@broward.org
**Interested in the Independent Transportation Surtax Oversight Board?**
Visit: https://mapbroward.org

**DISCLAIMER**
Every reasonable effort has been made to ensure the accuracy of project and financial data associated with this dashboard. Maps are provided without warranty of any kind. Financial information is subject to change. Total dollar amounts reflect only the amount of surtax funding awarded and appropriated to a specific project and project's phase (e.g., planning, design, construction, etc.). Non-surtax funding sources that may be associated with projects listed are not captured in this document but may be requested via mapsocial@broward.org. This document excludes certain countywide and regional projects, transit services, studies, capital assets (e.g., vehicles), and other surtax investments that cannot be geographically quantified. It includes projects that overlap multiple municipalities.
**SOURCES**
BCGIS, Public Works Department, Transportation Department, Broward MPO, and Municipal R&M Surtax Application Portal
**Printed:** January-2026

**ATTACHMENT TWO**

**RAILROAD HIGHWAY CROSSING INVENTORY (RHCI) MAP**



**ATTACHMENT THREE**

**FDOT FLORIDA TRAFFIC ONLINE AADT MAP**

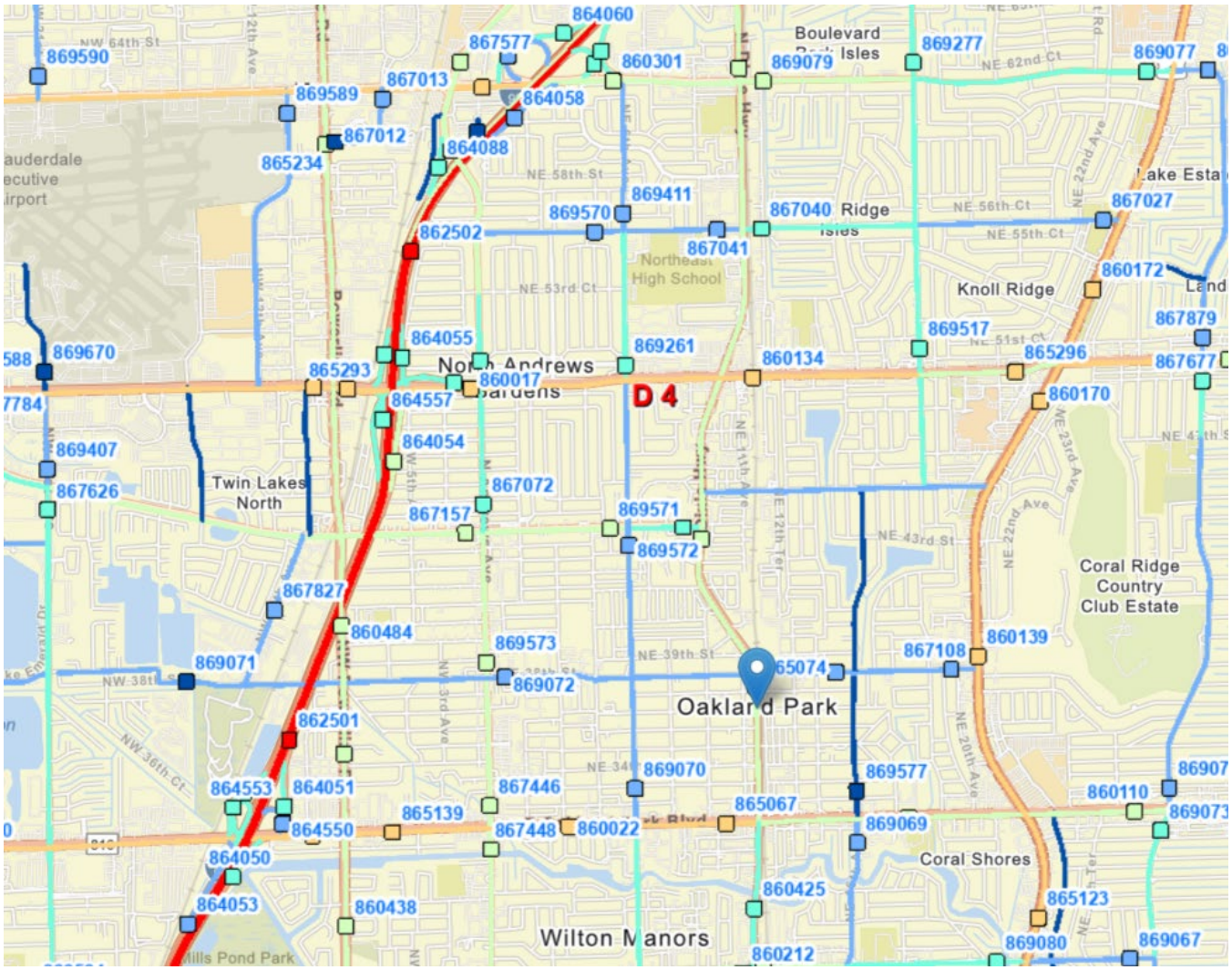


**Exhibit B**
**Schedule**

May 14, 2026

CSX and FEC Crossing Study
SURTAX Project OAKL-007

RE: Project Schedule

The following presents a proposed project schedule for the Safety and Conflict Mitigation Study involving eight (8) Florida East Coast (FEC) railroad crossings and five (5) CSX railroad crossings located throughout the City of Oakland Park. The study is anticipated to be completed over an approximate twelve (12) month period and will consist of a comprehensive evaluation of existing safety, operational, and mobility conditions along and across the railroad corridors. The effort will include extensive data collection, field investigations, multimodal operational assessments, safety and conflict analyses, review of historical crash and incident data, and the development of practical, data-driven mitigation strategies and conceptual improvement recommendations. The crossings included as part of this study are listed below:

| Crossing # | Location | Railroad # |
|---|---|---|
| 1 | Oakland Park Blvd Between Dixie Highway and NE 12th Ter. | FEC #272544X |
| 2 | NE 34th Court between Dixie Highway and NE 12th Ave. | FEC #272542J |
| 3 | NE 36th Street between Dixie Highway and NE 12th Ave | FEC #272541C |
| 4 | NW 38th Street between Dixie Highway and NE 12th Ave | FEC #272540V |
| 5 | NE 45th Street between NE 11th Ave and NE 12th Ter. | FEC #272538U |
| 6 | Commercial Blvd between NE 11th Ave and NE 12th Ave. | FEC #272537M |
| 7 | NE 56th Street between Dixie Highway and NE 14th Ave. | FEC #272870B |
| 8 | NE 62nd Street between Dixie Highway and NE 14th Ave. | FEC #272536F |
| 9 | Oakland Park Blvd between NW 17th Ave and Powerline Rd. | CSX #628191B |
| 10 | NE 38th Street between NE 10th Ave and Powerline Rd. | CSX #628189A |
| 11 | Prospect Blvd between NW 10th Ave and Powerline Rd. | CSX #628188T |
| 12 | Powerline Rd between Prospect Rd and Commercial Blvd. | CSX #628187L |
| 13 | Commercial Blvd between Powerline Road and Commercial Blvd. | CSX #628186E |

The final deliverable will consist of a comprehensive Safety and Conflict Mitigation Study Report that documents existing conditions, technical analyses, identified deficiencies, and prioritized recommendations intended to guide future planning, design, funding, and implementation efforts for the CSX and FEC railroad corridors within the City of Oakland Park.

Sincerely,

C. Montgomery

Charlene Montgomery, Assistant Director
Engineering and Community Development

5/14/2026
Date

# CSX and FEC Multimodal Safety and Conflict Mitigation Study: The Corradino Group. Consultant Services Staff Hour Summary

Staff-Hours by Classification & Hourly Rate and Lump Sum for Engineering Services

| Task | Activity | Principal | Senior Project Manager | Senior Enginer | Project Manager | Senior Planner | Senior Transportation Engineer | Senior Project Engineer | Engineer | Senior Designer | Sub Consultant | Unit Based Services | Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $365.00 | $315.00 | $285.00 | $260.00 | $240.00 | $230.00 | $210.00 | $180.00 | $180.00 | Lump Sum | LS | Sub-Total |
| **1** | ***TASK 1 GENERAL PROJECT MANAGEMENT ACTIVITIES*** | | | | | | | | | | | | |
| 1a | Project Management, Client Management, Coordination with Agency Stakeholders | | 56.00 | | 16.00 | | | | | | | | $21,800.00 |
| 1b | Virtual Meetings | | 8.00 | | 8.00 | | | | | | | | $4,600.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | Subtotal Hours | **0.00** | **64.00** | **0.00** | **24.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | $0 | **$26,400.00** |
| **2** | **TRAFFIC DATA COLLECTION** | | | | | | | | | | | | |
| 2a | Traffkc Data Collection | | | | 2.00 | | | | | | | $ 12,620.00 | $13,140.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | Subtotal Hours | **0.00** | **0.00** | **0.00** | **2.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | $12,620 | **$13,140.00** |
| **3** | **CSX AND FEC CORRIDOR RAILROAD CROSSINGS FIELD INVESTIGATION** | | | | | | | | | | | | |
| 3a | CSX and FEC Corridor Railroad Crossings Field Investigations | | | | 8.00 | | 32.00 | | 32.00 | 32.00 | | $500 | $21,460.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | Subtotal Hours | **0.00** | **0.00** | **0.00** | **8.00** | **0.00** | **32.00** | **0.00** | **32.00** | **32.00** | **$ -** | $500 | **$21,460.00** |
| **4** | **TRAFFIC SAFETY REVIEW** | | | | | | | | | | | | |
| 4a | Traffic Safety Review | | | | 16.00 | | 40.00 | | 16.00 | | | | $16,240.00 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | Subtotal Hours | **0.00** | **0.00** | **0.00** | **16.00** | | **40.00** | | **16.00** | | | | **$16,240.00** |
| **5** | **CSX AND FEC CORRIDOR CROSSING ASSESSMENT REPORT** | | | | | | | | | | | | |
| 5a | Comprehensive Safety Assessment | | 4.00 | | 16.00 | | 24.00 | | | | | | $10,940.00 |
| 5b | Multimodal Movement and Conflict Analysis | | 8.00 | | 16.00 | | 24.00 | | | | | | $12,200.00 |
| 5c | Connectivity and Accesibility | | 4.00 | | 16.00 | | 24.00 | | | | | | $10,940.00 |
| 5d | Mitigation Strategy Development | | 16.00 | | 32.00 | | 40.00 | | | | | | $22,560.00 |
| 5e | Report and Revisions | | 8.00 | | 24.00 | | 32.00 | | | | | | $16,120.00 |
| | Subtotal Hours | **0.00** | **40.00** | **0.00** | **104.00** | **0.00** | **144.00** | **0.00** | **0.00** | **0.00** | **0.00** | | **$72,760.00** |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | Subtotal Hours | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | **$0.00** |
| | ***REIMBURSABLES*** | | | | | | | | | | | | |
| | Reimbursables | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | $0.00 |
| | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ -** | | **$0.00** |
| | **TOTAL HOURS** | **0** | **104** | **0** | **154** | **0** | **216** | **0** | **48** | **32** | | | **554** |
| | **TOTAL AMOUNT** | **$0** | **$32,760** | **$0** | **$40,040** | **$0** | **$49,680** | **$0** | **$8,640** | **$5,760** | | **$13,120** | **$150,000.00** |

# ESTIMATE

## Nationwide Traffic Data

DBE Traffic Data Collection Firm

**DATE:** 04/28/2026
**JOB REF:** Oakland Park, FL
**NW PROPOSAL:** 7054p1
**IPO:**

**TO:** Diana White
The Corradino Group
5200 NW 33rd Ave, 203
Fort Lauderdale, Florida 33309
(305) 594-0735

| Service Type | Rate Description | Rate | Quantity | Total |
|---|---|---|---|---|
| ATR-26 | Machine Counts (3-Day, 24hr)<br>w/Volume<br>Weekdays | $355.00 | 3 | $1,065.00 |
| P&B-26 | Peds & Bikes (1-Day, 12hr)<br>w/Camera Installation<br>w/Crossing Volume<br>w/Video Delivery<br>Time: TBD<br>Weekday | $400.00 | 13 | $5,200.00 |
| P&B-26 | Peds & Bikes (1-Day, 12hr)<br>w/Camera Installation<br>w/Crossing Volume<br>w/Video Delivery<br>Time: TBD<br>Weekend | $400.00 | 13 | $5,200.00 |
| DRN-26 | Drone Study<br>w/Aerial Imagery<br>*13 Intersections<br>Time: TBD | $1,100.00 | 1 | $1,100.00 |

**Discount:**
**Discount Description:**

**TOTAL: $12,565.00**

Thank you for your business!
To accept this quotation, sign here and return

Signature: _____

PO#: _____

**Email: diana@nwtrafficdata.com**

**Local Office Address**
840 Natures Cove Rd
Dania Beach, FL 33004
(305) 523-9377

**Remittance Office Address**
840 Natures Cove Rd
Dania Beach, FL 33004
(305) 523-9377

**TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS**
**(SURTAX PROJECT# OAKL-007 RFP/RLI # R-2024-057)**

This Transportation Surtax Addendum ("Addendum") is between the City of Oakland Park, a municipality of the State of Florida ("Municipality"), and The Corradino Group, Inc., a corporation authorized to do business in the State of Florida ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**GENERAL CONDITIONS**

**A.** The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement" or "Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("County") and Municipality to provide for funding of the Project (the "Funding Agreement").

**B.** The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties' Consulting Agreement.

**C.** This Addendum is subject to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended ("CCNA"), and County has met the requirements of CCNA and has selected Consultant to perform the services hereunder. **[DELETE IF NOT APPLICABLE]**

**D.** All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

**E.** Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

**F.** In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

**G.** The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

## ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

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

1.2. **Board** means the governing body of Municipality, its successors and assigns.

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

1.4. **Contract Administrator** means Project Manager, or such other person designated by Director of Engineering in writing. The Contract Administrator is the representative of Municipality concerning the Project.

1.5. **Contractor** means the person, firm, corporation, or other entity (if any) that enters into an agreement with Municipality to perform the construction work for the Project.

1.6. **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

1.7. **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.

1.8. **Notice to Proceed** means a written authorization issued by the Contract Administrator for Consultant to proceed with the Services or a specific phase or task of the Services.

1.9. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

1.10. **Project** means OAKL-007 CSX and FEC Crossing Study.

1.11. **Purchasing Director** means Municipality's Purchasing Manager or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

1.12. **Services** or **Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and any Optional Services procured under this Consulting Agreement, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional services as applicable for the Project.

1.13. **Subconsultant** means any entity or individual, including any subcontractor and any third party issued a Form 1099 by Consultant, that provides Services to Municipality through Consultant, regardless of tier.

## ARTICLE 2. EXHIBITS

| | |
|---|---|
| **Exhibit A** | **Maximum Billing Rates** |
| **Exhibit A-1** | **Reimbursables for Direct Non-Salary Expenses** |
| **Exhibit B** | **Schedule of Subconsultants** |

## ARTICLE 3. TIME FOR PERFORMANCE; DAMAGES

**[USE THE FOLLOWING IF THE AGREEMENT HAS A SPECIFIC START AND END DATE]**

3.1. This Agreement begins on 7/16/2026 and ends 7/16/2027 (1) years after that date. Consultant shall perform the Services within the time period specified in the Scope of Services (as defined in the Consulting Agreement). Time periods shall commence from the date of the applicable Notice to Proceed.

**[USE THE FOLLOWING INSTEAD IF THE TIME FOR PERFORMANCE DOES NOT BEGIN ON A SPECIFIC DATE]**

Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

3.2. Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services (and prior to commencing any phase or task of Services for which a separate Notice to Proceed is required per the Scope of Services). The Contract Administrator may, at their discretion, require Consultant to submit the deliverables and documents identified in the Scope of Services for the Contract Administrator's review and approval prior to Consultant commencing Services for another phase.

3.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the result of an act or omission by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant and/or one or more Subconsultants, or because of delays caused by factors outside the control of Consultant, Municipality has authority, in their sole discretion, and subject to a written amendment to either this Agreement or a Work Authorization, to grant a reasonable extension of time for completion of the Services and additional reasonable compensation, if deemed appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay, along with an estimate of expected additional time necessary to complete the applicable Services and any

request for additional compensation. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

3.4. This section is only applicable if (a) the Project involves construction work, (b) Municipality has retained a Contractor for the Project, and (c) the Services include construction engineering and inspection services related to Contractor's work. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality through no fault of Consultant, or if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

3.5. If Contractor's failure to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality is caused in whole or in part by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Addendum.

3.6. If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for one (1) or more extension periods, not to exceed (3) three months in the aggregate, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect at the time the extension is exercised by Municipality. To exercise an extension authorized by this section, the Purchasing Director must notify Consultant in writing prior to the end of this Agreement stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

## ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

4.1. Reimbursable Expenses. Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to the Services (collectively, "Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except a or detailed in Exhibit A-1, Reimbursables for Direct Non-salary Expenses. Mileage for travel within Palm Beach, Broward, and Miami-Dade Counties is not reimbursable. otherwise stated herein. Municipality shall not be liable for any Reimbursable Expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants expenses must also comply with the requirements of this section. Reimbursables for Direct Non-salary Expenses shall only be invoiced or reimbursed to the extent stated in Exhibit A-1.

4.2. Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to the personnel engaged directly in performing Services, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) a final operating margin. Said Salary Costs are to be used only for time directly attributable to the Services. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the duration of this Agreement except as provided for in this Agreement.

4.2.1. Consultant shall require all of its Subconsultants to comply with the requirements of Section 4.2.

4.2.2. Salary Costs shown in Exhibit A are the maximum billing rates for each Consultant and Subconsultant employee category, and are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A for Consultant or any Subconsultant, Consultant will promptly reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant under this Agreement.

4.2.3. Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, Consultant must submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator for review and, subject to Contract Administrator's written approval, may invoice Municipality accordingly.

4.2.4. The total hours payable by Municipality to Consultant for any "nonexempt" personnel (i.e., personnel subject to overtime pay) shall not exceed forty (40) hours per employee in any week. If the Services require Consultant's or Subconsultant's nonexempt personnel to work in excess of forty (40) hours per week, any additional hours for nonexempt personnel must be authorized in advance, in writing, by the Contract Administrator. If approved, Consultant shall invoice Salary Costs for such additional hours provided by nonexempt employees at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 4.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours for both "exempt" (i.e., not subject to overtime pay) and nonexempt employees are payable at no more than the employee's regular rate.

4.2.5. Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and

overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the duration of this Agreement, shall be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 4.2 remain in place.

4.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from Municipality, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, arising from or relating thereto.

4.3. Method of Billing.

4.3.1. For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis for all Salary Costs and Reimbursable Expenses attributable to the Services. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices must identify the specific project number, the nature of the Services performed, the total hours performed, and the employee category of the applicable individuals. Invoices must itemize and summarize all expenses by category and identify the personnel incurring the expense and the nature of the Services with which such expense was associated. Where prior written approval by Contract Administrator is required for the expense, a copy of said approval must accompany the invoice for such reimbursable. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of paid invoices or receipts that describe the amount and nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant must provide backup for past and current invoices that records hours and Salary Costs by employee category,

expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

4.3.2. For Lump Sum Compensation: Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. These invoices must identify the specific project number, the nature of the Services performed, the phase of work, and the estimated percent of Services accomplished on each phase. Invoices for each phase shall not exceed the amounts allocated to said phase. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant must provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) to fund this Agreement.

## ARTICLE 5. AUDIT RIGHTS AND RETENTION OF RECORDS

5.1. Consultant and Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the duration of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information,

payroll distribution, and amounts through interviews, written affirmations, and on-site inspections with Consultant's employees, Subconsultants, vendors, or other laborers.

5.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

5.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically in common file formats, and/or via remote access if, and to the extent, requested by Municipality.

5.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment based upon such entry.

5.5. Consultant shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Consultant shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must made within thirty (30) days after presentation of County's findings to Consultant.

5.6. Consultant shall, by written contract, require all Subconsultants to agree to the requirements and obligations as stated in this Article 5.

## ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

6.1. Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Consultant shall

include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

## ARTICLE 7. PUBLIC RECORDS

7.1. Public Records. Notwithstanding any other provision in this Agreement, any action taken by Municipality in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

7.1.1. Keep and maintain public records required by Municipality to perform the services under this Agreement;

7.1.2. Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

7.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

7.1.4. Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to Municipality to enable Municipality to timely respond to the public records request. Municipality will respond to all such public records requests.

Consultant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide

a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of Municipality's obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Municipality and County and their employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-630-4298, ReneeS@oaklandparkfl.gov, 1100 Park Lane East, Suite 528, Oakland Park, FL 33334.**

## ARTICLE 8. MISCELLANEOUS.

8.1. Indemnification of Municipality. If this Agreement constitutes a construction contract or a professional services contract with a design professional, then Section 8.1.1 shall apply. If this Agreement does not constitute a construction contract or a professional services contract with a design professional, then Section 8.1.2 shall apply. The terms "construction contract," "professional services contract," and "design professional" used in this section have the meanings set forth in Sections 725.06 or 725.08, Florida Statutes.

8.1.1. Construction and Professional Services Contracts. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

8.1.2. Contracts Other than Construction or Professional Services. Consultant shall indemnify, hold harmless, and defend Municipality and all of Municipality's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a

party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from Municipality, defend each Indemnified Party with counsel satisfactory to Municipality or, at Municipality's option, pay for an attorney selected by the Municipality Attorney to defend the Indemnified Party.

The applicable provisions of Section 8.1 shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the Municipality Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all claims subject to indemnification have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by Municipality.

8.2. Truth-In-Negotiation Representation. Consultant's compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Consultant's compensation in this Agreement.

**[DELETE DOMESTIC PARTNERSHIP IF STATE FUNDED CONSTRUCTION SERVICES OR PUBLIC WORKS PROJECT]**

8.3. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.4. Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

8.5. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

8.6. Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

8.7. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

8.8. Prohibited Telecommunications. Consultant represents and certifies that Consultant and all Subconsultants do not use, and for the duration of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.9. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall invoice for purposes of Section have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

8.10. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

8.11. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

8.12. Iron and Steel Products. For any Project that constitutes a "public works project" as defined in Section 255.0993, Florida Statutes, any iron or steel product permanently incorporated

in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8.13. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and Consultant breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Consultant must pay Municipality a $5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: Municipality, through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20____; and Consultant, signing by and through its _____, duly authorized representative.

MUNICIPALITY

ATTEST:

_____
Municipality's Clerk

By: _____
Mayor

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Addendum as to form and legal sufficiency subject to execution by the parties:

_____
Municipality's Attorney

CONSULTANT

**The Corradino Group, Inc.**

By: _____
Joseph M. Corradino, AICP
President & CEO

___23rd __ day of __June_____, 2026___

**Exhibit A**
**Maximum Billing Rates**

Agreement No:
Agreement Title: CSX and FEC Multimodal Safety and Conflict Mitigation Study
Consultant/ Subconsultant: The Corradino Group, Inc.

| TITLE | MAXIMUM HOURLY RATE ($/HR) | X | MULTIPLIER 3.0 | = | MAXIMUM BILLING RATE ($/HR) |
|---|---|---|---|---|---|
| PRINCIPAL | $121.67 | X | 3.0 | = | $365.00 |
| SENIOR PROJECT MANAGER | $105.00 | X | 3.0 | = | $315.00 |
| SENIOR TRANSPORTATION MODELER | $100.00 | X | 3.0 | = | $300.00 |
| PRINCIPAL ENGINEER | $95.00 | X | 3.0 | = | $285.00 |
| SENIOR ENGINEER | $86.67 | X | 3.0 | = | $260.00 |
| SENIOR PLANNER | $80.00 | X | 3.0 | = | $240.00 |
| SENIOR TRANSPORTATION ENGINEER | $76.67 | X | 3.0 | = | $230.00 |
| ENGINEER | $60.00 | X | 3.0 | = | $180.00 |
| SENIOR DESIGNER | $60.00 | X | 3.0 | = | $180.00 |

Multiplier of 3.00 is calculated based on our most recent overhead audit from FDOT dated 06/05/26.

**Consultant**

_____
Joseph M. Corradino, AICP, President/CEO

**Date**: June 23, 2026

**Municipality**

_____
Contract Administrator

**Date**:_____

**Exhibit A-1**
**Reimbursables for Direct Non-Salary Expenses**

| Reimbursable | Maximum Reimbursable |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Maximum Reimbursables:** | |

**Exhibit B**
**Schedule of Subconsultants**

Agreement No:
Agreement Title: CSX and FEC Multimodal Safety and Conflict Mitigation Study
Facility Name:

| No. | Firm Name | Discipline |
|---|---|---|
| 1. | Nationwide Traffic Data | Traffic Data Collection |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
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| | | |

**Proposed Budget Amendment**

**15-Jul-26**

**APPROVAL OF THE PROJECT SPECIFIC INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY AND BROWARD COUNTY FOR THE SURTAX-FUNDED CSX AND FEC CROSSING SAFETY STUDY (OAKL-007)**

**Recommended Budget Amendment**

| Type | Acct. Name & Number | Revised Budget | Recommended Amendment | Adjusted Budget |
|---|---|---|---|---|
| Expenditure | Professional Services 00143541.431300 | $ 125,600 | $ 150,000 | $ 275,600 |
| Revenue | Local Govt Infra Surtax 0011101.312630 | $ - | $ 150,000 | $ 150,000 |

THE ABOVE LINES RECOGNIZE THE SURTAX FUNDS FROM BROWARD COUNTY FOR THE CSX AND FEC CROSSING SAFETY STUDY AND MULTIMODAL SAFETY ASSESSMENT (OAKL-007) AND APPROPRIATE THE FUNDS FOR THE RELATED PROFESSIONAL SERVICES.

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 8

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Rhea Rivera, CGFM<br>Director, Financial Services | **DEPARTMENT HEAD APPROVAL:** | FINANCIAL SERVICES |

**SUBJECT:** Adoption of Preliminary Rates - Fire Assessment

## 1. BACKGROUND/HISTORY

**Issue Statement**: A preliminary Fiscal Year (FY) 27 fire assessment rate schedule must be adopted by the Commission to be provided to the County Property Appraiser by August 4, 2026. Revenue from fire assessment is used to fund the costs of providing fire suppression services within the City.

**Recommended Action**: Staff recommends the City Commission approve the preliminary rate resolution adopting the preliminary proposed fire assessment rates, as reflected in the attached *Exhibit A*, including the $441 per residence (annual residential rate), and establishing Monday, 6:00 p.m., September 14, 2026, as the time and date of a public hearing to be held at Commission Chambers as regards to the Fiscal Year 27 fire assessment.

The City Commission established a Fire Rescue Assessment Program in FY 02. The ordinance establishing this program requires a preliminary rate resolution and an annual rate resolution be adopted during the budget process each fiscal year. The Government Services Group, Inc. (GSG), and Nabors, Giblin & Nickerson, P.A. (NGN), have worked with the City periodically in implementing this annual Fire Rescue assessment program.

GSG was used in updating the recommended rates for FY 10, FY 17 and again for FY 22. In all instances after each rate study, the rate structures were adjusted in order to ensure they were assessed according to current usage. Since by law a fire assessment can only be used to recover those costs associated with providing fire services to properties and not emergency medical services, part of the study involves identifying that portion of Fire Rescue expense associated with fire services. These are identified as “assessable cost”.

## 2. CURRENT ACTIVITY

The most recent fire rate study was performed and completed in May 2024 by Anser Advisor Consulting, LLC, formerly known as Government Services Group, Inc. (GSG). The results and recommendations of the study were presented to the Commission on May 15, 2024, highlighting the fact that the assessable fire suppression costs for FY 2024 increased by 32% since our last assessment study in 2021. Rates are based on the change in service demand and increased operating, personnel, and capital costs, which are projected to continue to grow over the next five years. A copy of the study is attached in *Exhibit B and Exhibit C*, for reference.

**The proposed residential rate for FY 27 is $441, an increase of $59 or 15.4% from the current FY 26 rate of $382.** The increase is primarily driven by anticipated personnel cost increases for fire rescue services, including projected wage and benefit adjustments, as well as the need to replace and purchase critical fire rescue equipment in the upcoming fiscal year.

The proposed rates will appear on the TRIM notice mailed to all property owners in August. There will be a hearing in regard to the final adoption of these rates on September 14, to establish the rates to appear on the property tax bill to be mailed to all property owners at the beginning of November.

At the time of the final hearing, lower rates may be adopted by the Commission if it so chooses, but higher rates can be adopted at that time only with a significant amount of effort and expense. Individual rates cannot be selectively adjusted and an adjustment in one rate (e.g., the residential rate) would require corresponding adjustments in all rates.

In FY 22, new exemptions were presented to Commission that exempted specific homesteaded residential properties from the fire assessment if they qualified through the Property Appraiser for the additional low-income senior exemption or receiving a total exemption from property tax due to qualifying disabled veteran/first responder/total disability status. The implementation of these exemptions is continuing and is included in the preliminary rate resolution.

## 3. FINANCIAL IMPACT

With early payment discounts applied, the proposed preliminary assessment rates are estimated to generate approximately $12.6 million in revenue, an increase of about $1.8 million over FY 2026. The increase is primarily due to the proposed rate adjustments across the assessment categories, including the increase in the residential rate from $382 to $441, with additional revenue also generated from new construction added to the assessment roll.

The latest fire assessment rate study completed in April 2024, reflects an increase in assessable fire suppression costs from approximately $13.4 million in FY 2026 to $15.2 million in FY 2027, or about $1.8 million. As the cost of providing fire suppression

services increases due to operational needs, compensation adjustments, and planned equipment requirements, rate adjustments are necessary to provide sufficient recurring revenue to support recurring service costs.

The City has historically attempted to recover approximately 90% of eligible fire suppression costs through the fire assessment program, with the remaining costs supported by other General Fund revenues. However, the cost of providing fire suppression services has continued to increase due to rising personnel costs, projected compensation adjustments, and significant capital equipment needs in the upcoming fiscal year. To reduce the growing reliance on other General Fund revenues, the proposed FY 2027 rates are based on the 100% funding option identified in the latest fire assessment rate study, calculated using the five-year average assessable cost. Although the proposed rates do not fully recover the estimated FY 2027 assessable cost of approximately $15.2 million, they increase the share of costs recovered through the fire assessment and reduce the amount supported by other General Fund revenues.

## 4. RECOMMENDATION

Staff recommends the City Commission approve the preliminary rate resolution adopting the preliminary proposed fire assessment rates, as reflected in the attached Exhibit, including the $441 per residence (annual residential rate), and establish Monday, 6:00 p.m., September 14, 2026, as the time and date of a public hearing to be held at Commission Chambers as regards to the FY 27 fire assessment.

**ATTACHMENTS:**

Resolution
Fire Rate Schedule
Fire Assessment Study
Fire Assessment Presentation

**CITY OF OAKLAND PARK, FLORIDA**

# PRELIMINARY FIRE ASSESSMENT RATE RESOLUTION

**RESOLUTION R–2026-XXX**

**ADOPTED JULY 15, 2026**

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**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY OF OAKLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF OAKLAND PARK, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE RESCUE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, FOR PROPERTIES WITHIN THE CITY OF OAKLAND PARK; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA:**

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance (Ordinance No. O-2001-034) (the "Ordinance"); the Initial Assessment Resolution (Resolution No. R-2001-144); the Final Assessment Resolution (Resolution No. R-2001-154); sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

**SECTION 2. PURPOSE AND DEFINITIONS.** This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance; it initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2026. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. The following capitalized terms shall have the following meanings:

**"Commercial Property"** means, collectively, those Tax Parcels with a Code Description designated as "Commercial" in the Improvement Codes attached to the Initial Assessment Resolution, together with those parcels that meet the definition of Recreational Vehicle Park.

**"Emergency Medical Services"** means those services recorded in Incident Reports that assign a "type of situation found code" of 300, 311,321,322,323,381 or 661. The "type of situation found codes" are attached hereto as Appendix A.

**"Recreational Vehicle Park"** means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "recreational vehicle park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

**"Residential Property"** means those Tax Parcels with a Code Description designated as "Residential" in the Improvement Codes attached to the Initial Assessment Resolution, excluding those Tax Parcels that meet the definition of Recreational Vehicle Park.

**SECTION 3. PROVISION AND FUNDING OF FIRE RESCUE SERVICES.**

(A) Upon the imposition of Fire Rescue Assessments for fire rescue services, facilities, or programs against Assessed Property located within the City, the City shall provide fire rescue services to such Assessed Property. A portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost required to provide fire rescue services, facilities, and programs shall be funded by legally available City revenues other than Fire Rescue Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

**SECTION 4. IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS.** Fire Rescue Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Rescue Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

**SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.** The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution are affirmed and incorporated herein by reference. Additionally, such legislative findings of special benefit and fair apportionment are hereby supplemented by the following declaration:

> In accordance with section 166.223, Florida Statutes, which mandates that the City treat Recreational Vehicle Park property as Commercial Property for non-ad valorem special assessments levied by the City like this proposed Fire Rescue Assessment, it is fair and reasonable to treat each space within the Recreational Vehicle Parks as a Building of Commercial Property and assign the minimum square footage of 1,200 square feet that is mandated by the Department of Health under Chapter 64E-15.002(3),

Florida Administrative Code for Recreational Vehicle Park spaces, the minimum square footage of 2,400 square feet that is mandated by the Department of Health under Chapter 64E-15.002(2) for mobile home spaces inside Recreational Vehicle Parks, and a square footage of 500 square feet for tent spaces inside Recreational Vehicle Parks, also as mandated by Chapter 64E-15.002(3), Florida Administrative Code.

**SECTION 6. COST APPORTIONMENT METHODOLOGY.**

(A) Utilizing data from the Fire Rescue Incident Reports related to the type of calls and physical location of each call, the City assigned fire rescue incidents within the City, to Property Use Categories.

(B) Based upon such assignment of Fire Rescue Incident Reports to Property Use Categories, the number of Fire Rescue Incident Reports filed within a sampling period was determined for each Property Use Category. A Demand Percentage was then determined for each Property Use Category by calculating the percentage that Fire Rescue Incident Reports allocated to each Property Use Category, bear to the total number of Fire Rescue Incident Reports documented for all Property Use Categories within the sampling period.

(C) The Demand Percentage for each Property Use Category was then applied to the Fire Rescue Assessed Costs and the resulting product is the cost allocation of that portion of the Fire Rescue Assessed Costs allocated to each individual Property Use Category.

**SECTION 7. PARCEL APPORTIONMENT METHODOLOGY.**

(A) The apportionment among Tax Parcels of that portion of the Fire Rescue Assessed Cost apportioned to each Property Use Category under the Cost Apportionment shall be consistent with the Parcel Apportionment methodology described and determined in Appendix B, which Parcel Apportionment methodology is hereby approved, adopted, and incorporated into this Preliminary Rate Resolution by reference.

(B) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in Appendix B is to be applied in the calculation of the estimated Fire Rescue Assessment rates established in Section 8 of this Preliminary Rate Resolution.

**SECTION 8. DETERMINATION OF FIRE RESCUE ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENT RATES.**

(A) The Fire Rescue Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2026, is the amount determined in the Estimated Fire Rescue Assessment Rate Schedule, attached hereto as Appendix C. The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Rescue Assessed Costs. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available City revenue other than Fire Rescue Assessment proceeds.

(B) The estimated Fire Rescue Assessments specified in the Estimated Fire Rescue Assessment Rate Schedule are hereby established to fund the specified Fire Rescue Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2026. No portion

of such Fire Rescue Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Rescue Assessed Costs is attributable to the Emergency Medical Services Cost.

(C) The estimated Fire Rescue Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2026 as provided in Section 9 of this Preliminary Rate Resolution.

**SECTION 9. ANNUAL ASSESSMENT ROLL.**

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2026, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2026 be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City.

**SECTION 10. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 6:00 p.m. on September 14, 2026, in City Commission Chambers of City Hall, 1100 Park Lane East, Oakland Park, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2026. At this public hearing, the City Commission will also consider collecting such assessments on the same bill as ad valorem taxes for Owners of Assessed Properties.

**SECTION 11. NOTICE BY PUBLICATION.** The City Manager shall publish a notice of the public hearing authorized by Section 10 of this Preliminary Rate Resolution in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 24, 2026, in substantially the form attached hereto as Appendix D.

**SECTION 12. NOTICE BY MAIL.**

(A) The City Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property in the event circumstances described in Section 2.08(F) of the Ordinance so require. Such notice shall be substantially in the form attached hereto as Appendix E. Such notices shall be mailed beginning in August 2026.

(B) If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under section 200.069, Florida Statutes, also fulfills the requirements of paragraph (A) of this Section 12, then the separate mailing requirement described in paragraph (A) will be deemed to be fulfilled by the TRIM notice.

**SECTION 13. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City from the Fire Rescue Assessments shall be used for the provision of fire rescue services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs.

**SECTION 14. EFFECTIVE DATE.** This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

**PASSED, ADOPTED AND APPROVED** THIS 15TH DAY OF JULY, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVE ARNST

| | |
|---|---|
| A. GORDON | _____ |
| L. NEWBOLD | _____ |
| F. BUDHOO | _____ |
| T. LONERGAN | _____ |
| S. ARNST | _____ |

ATTEST:

_____
RENEE SHROUT, CMC, CITY CLERK
(Corporate Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
D. J. DOODY, CITY ATTORNEY

# APPENDIX A

## FIRE RESCUE INCIDENT REPORT
## TYPE OF SITUATION FOUND CODES

## APPENDIX A

## FIRE RESCUE INCIDENT REPORT
## TYPE OF SITUATION FOUND CODES

| Situation Code | Situation Description | Situation Type |
|---|---|---|
| 100 | Fire, Other | NON-EMS |
| 111 | Building Fire | NON-EMS |
| 112 | Fire in structure other than a building | NON-EMS |
| 113 | Cooking fire confined to a container | NON-EMS |
| 114 | Chimney or flue fire, confined to chimney or flue | NON-EMS |
| 118 | Trash or rubbish fire, contained | NON-EMS |
| 121 | Fire in mobile home used as a fixed residence | NON-EMS |
| 123 | Fire in portable building, fixed location | NON-EMS |
| 130 | Mobile property (vehicle) fire, other | NON-EMS |
| 131 | Passenger vehicle fire | NON-EMS |
| 132 | Road freight or transport vehicle fire | NON-EMS |
| 140 | Natural vegetation fire | NON-EMS |
| 141 | Forest, woods or wildland fire | NON-EMS |
| 142 | Brush, or brush and grass mixture fire | NON-EMS |
| 150 | Outside rubbish fire, other | NON-EMS |
| 151 | Outside rubbish, trash or waste fire | NON-EMS |
| 154 | Dumpster or other outside trash receptacle fire | NON-EMS |
| 160 | Special outside fire, other | NON-EMS |
| 161 | Outside storage fire | NON-EMS |
| 162 | Outside equipment fire | NON-EMS |
| 240 | Explosion (no fire), other | NON-EMS |
| 300 | Rescue, EMS call, other | EMS |
| 311 | Medical assist, assist EMS crew | EMS |
| 321 | EMS call, excluding vehicle accident with injury | EMS |
| 322 | Vehicle accident with injuries | EMS |
| 323 | Motor vehicle / pedestrian accident (MV Ped) | EMS |
| 324 | Motor Vehicle Accident, no injuries | NON-EMS |
| 331 | Lock-in (if lock-out, use 511) | NON-EMS |
| 341 | Search for person on land | NON-EMS |
| 351 | Extrication of victim(s) from building / structure | NON-EMS |
| 352 | Extrication of victim(s) from vehicle | NON-EMS |
| 353 | Removal of victim(s) from stalled elevator | NON-EMS |
| 360 | Water & ice related rescue, other | NON-EMS |
| 381 | Rescue or EMS standby | EMS |
| 400 | Hazardous condition, other | NON-EMS |
| 410 | Flammable gas or liquid condition, other | NON-EMS |
| 411 | Gasoline or other flammable liquid spill | NON-EMS |
| 412 | Gas leak | NON-EMS |
| 413 | Oil or other combustible liquid spill | NON-EMS |

| Situation Code | Situation Description | Situation Type |
|---|---|---|
| 421 | Chemical hazard (no spill or leak) | NON-EMS |
| 422 | Chemical spill or leak | NON-EMS |
| 440 | Electrical wiring / equipment problem, other | NON-EMS |
| 441 | Heat from short circuit (wiring), defective / worn | NON-EMS |
| 443 | Light ballast breakdown | NON-EMS |
| 444 | Power line down | NON-EMS |
| 445 | Arcing, short electrical equipment | NON-EMS |
| 451 | Police assist | NON-EMS |
| 460 | Accident, potential accident, other | NON-EMS |
| 463 | Vehicle accident, general cleanup | NON-EMS |
| 480 | Attempted burning, illegal action, other | NON-EMS |
| 500 | Service call, other | NON-EMS |
| 510 | Person in distress, other | NON-EMS |
| 511 | Lock-out | NON-EMS |
| 512 | Ring or jewelry removal | NON-EMS |
| 520 | Water problem, other | NON-EMS |
| 521 | Water evacuation | NON-EMS |
| 522 | Water or steam leak | NON-EMS |
| 531 | Smoke or odor removal | NON-EMS |
| 542 | Animal rescue | NON-EMS |
| 550 | Public service assistance, other | NON-EMS |
| 551 | Assist police or other governmental agency | NON-EMS |
| 552 | Police matter | NON-EMS |
| 553 | Public service | NON-EMS |
| 554 | Assist invalid | NON-EMS |
| 561 | Unauthorized burning | NON-EMS |
| 600 | Good intent call, other | NON-EMS |
| 611 | Dispatched and canceled en route | NON-EMS |
| 621 | Wrong location | NON-EMS |
| 622 | No incident found upon arrival | NON-EMS |
| 631 | Authorized controlled burning | NON-EMS |
| 650 | Steam, other gas mistaken for smoke, other | NON-EMS |
| 651 | Smoke scare, odor of smoke | NON-EMS |
| 652 | Steam, vapor, fog or dust thought to be smoke | NON-EMS |
| 653 | Barbecue, tar kettle | NON-EMS |
| 661 | EMS call, party transported by non-fire agency | EMS |
| 671 | Hazmat release investigation with no hazmat | NON-EMS |
| 700 | False alarm or false call, other | NON-EMS |
| 710 | Malicious, mischievous false call, other | NON-EMS |
| 711 | Municipal alarm system, malicious false alarm | NON-EMS |
| 714 | Central station, malicious false alarm | NON-EMS |
| 715 | Local alarm system, malicious false alarm | NON-EMS |
| 721 | Bomb scare – no bomb | NON-EMS |
| 730 | System malfunction | NON-EMS |

| Situation Code | Situation Description | Situation Type |
|---|---|---|
| 731 | Sprinkler activation due to malfunction | NON-EMS |
| 733 | Smoke detector activation due to malfunction | NON-EMS |
| 735 | Alarm system sounded due to malfunction | NON-EMS |
| 740 | Unintentional transmission of alarm, other | NON-EMS |
| 741 | Sprinkler activation, no fire – unintentional | NON-EMS |
| 743 | Smoke detector activation, no fire - unintentional | NON-EMS |
| 744 | Detector activation, no fire - unintentional | NON-EMS |
| 745 | Alarm system sounded, no fire – unintentional | NON-EMS |
| 900 | Special type of incident, other, dumpster fire | NON-EMS |
| 911 | Citizen complaint | NON-EMS |

# APPENDIX B

# PARCEL APPORTIONMENT METHODOLOGY

## APPENDIX B

## PARCEL APPORTIONMENT METHODOLOGY

The Cost Apportionment to each Property Use Category shall be apportioned among the Tax Parcels within each Property Use Category as follows:

**SECTION B-1. RESIDENTIAL PROPERTY**. The Fire Rescue Assessment for each Tax Parcel of Residential Property shall be computed by multiplying the Demand Percentage attributable to Residential Property by the Fire Rescue Assessed Costs, dividing such product by the total number of Dwelling Units shown on the Tax Roll within the City, and then multiplying such quotient by the number of Dwelling Units located on such Tax Parcel.

**SECTION B-2. NON-RESIDENTIAL PROPERTY.** The Fire Rescue Assessments for each Building of Non-Residential Property (except Recreational Vehicle Park Property) shall be computed as follows:

(A) Respectively, multiply the Fire Rescue Assessed Costs by the Demand Percentage attributable to each of the non-residential Property Use Categories. The resulting dollar amounts reflect the portions of the City's fire rescue budget to be respectively funded from Fire Rescue Assessment revenue derived from each of the non-residential Property Use Categories.

(B) Separate each Building in each of the non-residential Property Use Categories into one of the following square footage categories:

(1) Buildings with a Building Area of less than 1,999 square feet;

(2) Buildings with a Building Area between 2,000 square feet and 3,499 square feet;

(3) Buildings with a Building Area between 3,500 square feet and 4,999 square feet;

(4) Buildings with a Building Area between 5,000 square feet and 9,999 square feet;

(5) Buildings with a Building Area between 10,000 square feet and 19,999 square feet;

(6) Buildings with a Building Area between 20,000 square feet and 29,999 square feet;

(7) Buildings with a Building Area between 30,000 square feet and 39,999 square feet;

(8) Buildings with a Building Area between 40,000 square feet and 49,999 square feet; and

(9) Buildings with a Building Area between 50,000 square feet and 59,999 square feet; and

(10) Buildings with a Building Area between 60,000 square feet and 69,999 square feet; and

(11) Buildings with a Building Area between 70,000 square feet and 79,999 square feet; and

(12) Buildings with a Building Area between 80,000 square feet and 89,999 square feet; and

(13) Buildings with a Building Area between 90,000 square feet and 99,999 square feet; and

(14) Buildings with a Building Area of 100,000 square feet or over.

(C) As to each non-residential Property Use Category multiply the number of Buildings categorized in:

(1) Subsection (B)(1) of this Section by 1,000 square feet;

(2) Subsection (B)(2) of this Section by 2,000 square feet;

(3) Subsection (B)(3) of this Section by 3,500 square feet;

(4) Subsection (B)(4) of this Section by 5,000 square feet;

(5) Subsection (B)(5) of this Section by 10,000 square feet;

(6) Subsection (B)(6) of this Section by 20,000 square feet;

(7) Subsection (B)(7) of this Section by 30,000 square feet;

(8) Subsection (B)(8) of this Section by 40,000 square feet;

(9) Subsection (B)(9) of this Section by 50,000 square feet;

(10) Subsection (B)(10) of this Section by 60,000 square feet;

(11) Subsection (B)(11) of this Section by 70,000 square feet;

(12) Subsection (B)(12) of this Section by 80,000 square feet;

(13) Subsection (B)(13) of this Section by 90,000 square feet; and

(14) Subsection (B)(14) of this Section by 100,000 square feet.

(D) For each non-residential Property Use Category, add the products of subsections (C)(1) through (C)(14) of this Section. With the exception of Recreational Vehicle Park property, as provided in Section B-3 below, the sum of these products reflects an aggregate square footage area for each non-residential Property Use Category to be used by the City in the computation of Fire Rescue Assessments.

(E) With the exception of Recreational Vehicle Park property, divide the product of subsection (A) of this Section relative to each of the non-residential Property Use Categories by the sum of the products for each non-residential Property Use Category described in subsection (D) of this Section. The resulting quotient expresses a dollar amount adjusted or weighted per square foot of improved area to be used in computing Fire Rescue Assessments on each of the respective non-residential Property Use Categories (except Recreational Park Vehicle property).

(F) For each of the non-residential Property Use Categories (except Recreational Vehicle Park property), multiply the resulting quotients from subsection (E) of this Section by

each of the respective products in subsections (C)(1) through (C)(14) of this Section. The resulting products for each non-residential Property Use Category (except Recreational Vehicle Park property), expresses a series of gross dollar amounts expected to be funded by all Buildings in the respective non-residential Property Use Categories in each of the square footage categories described in subsection (B) of this Section.

(G) For each of the non-residential Property Use Categories (except Recreational Vehicle Park property), divide each of the respective products of subsection (F) of this Section by the number of Buildings determined to be in each of the square footage categories identified in subsection (B) of this Section. The result expresses the respective dollar amounts of the Fire Rescue Assessments to be imposed upon each Building in each of the non-residential Property Use Categories.

**SECTION B-3. RECREATIONAL VEHICLE PARKS.** Notwithstanding the procedure in Section B-2 for Non-Residential Property, the Fire Rescue Assessments for each Tax Parcel of Recreational Vehicle Park property shall be computed as follows:

(A) Aggregate the amount of square footage for each Tax Parcel of Recreational Vehicle Park property, with recreational vehicle park spaces, as reported to the Department of Health, at 1,200 square feet each, with mobile home spaces, as reported to the Department of Health, at 2,400 square feet each, and tent spaces, as reported to the Department of Health, at 500 square feet each.

(B) Assign the respective dollar amount of the Fire Rescue Assessments determined in Section B-2 of this Appendix for Commercial Property to the comparable aggregated square footage category ranges of Recreational Vehicle Park property as calculated in paragraph (A)

above. Any aggregated square footage that exceeds 100,000 square feet on a Tax Parcel shall be assigned the Commercial dollar amount for 100,000 square feet.

**SECTION B-4. MIXED USE PROPERTY**. The Fire Rescue Assessments for each Tax Parcel classified in two or more Property Use Categories shall be the sum of the Fire Rescue Assessments computed for each Property Use Category.

# APPENDIX C

# ESTIMATED FIRE RESCUE ASSESSMENT RATE SCHEDULE

## APPENDIX C

## ESTIMATED FIRE RESCUE ASSESSMENT RATE SCHEDULE

**SECTION C-1. DETERMINATION OF FIRE RESCUE ASSESSED COSTS**. The estimated Fire Rescue Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2026, is $13,158,208.

**SECTION C-2. ESTIMATED FIRE RESCUE ASSESSMENTS**.

(A) The estimated Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2026, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $441 | | | |
| **Non-Residential Property Use Categories** | | **Commercial** | | **Institutional** |
| | ≤ 1,999 | $655 | $136 | $684 |
| | 2,000 - 3,499 | $1,310 | $271 | $1,367 |
| | 3,500 - 4,999 | $2,293 | $474 | $2,391 |
| | 5,000 - 9,999 | $3,275 | $677 | $3,416 |
| | 10,000 - 19,999 | $6,550 | $1,353 | $6,831 |
| | 20,000 - 29,999 | $13,099 | $2,705 | $13,661 |
| | 30,000 - 39,999 | $19,648 | $4,057 | $20,491 |
| | 40,000 - 49,999 | $26,198 | $5,409 | $27,322 |
| | 50,000 - 59,999 | $32,747 | $6,761 | $34,152 |
| | 60,000 - 69,999 | $39,296 | $8,113 | $40,982 |
| | 70,000 - 79,999 | $45,846 | $9,465 | $47,813 |
| | 80,000 - 89,999 | $52,395 | $10,817 | $54,643 |
| | 90,000 - 99,999 | $58,944 | $12,169 | $61,473 |
| | ≥ 100,000 | $65,493 | $13,521 | $68,304 |

(B) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property or upon Buildings located on a parcel of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(C) No Fire Rescue Assessment shall be imposed upon a parcel of homesteaded Residential Property which is determined by the Broward County Property Appraiser to qualify for any of the following exemptions from ad valorem taxation under Florida law:

1. Full Exemption for Veteran's Service-Connected Total and Permanent Disability
2. Total Exemption for Service-Connected Disabled Veteran confined to a wheelchair
3. Full Exemption for Totally and Permanently Disabled Persons
4. Tax Exemption for Totally and Permanently Disabled First Responders
5. Local Option Low-income, Long-term Senior Citizen Residency Exemption

(D) Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

## APPENDIX D

## FORM OF NOTICE TO BE PUBLISHED

## APPENDIX D

## FORM OF NOTICE TO BE PUBLISHED

To Be Published No Later Than August 24, 2026

[INSERT MAP OF CITY]

**NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Oakland Park will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services within the City of Oakland Park for the Fiscal Year beginning October 1, 2026. This public hearing will also be held to authorize the collection of some of such assessments on the tax bill and authorize the remainder of the assessments to be collected by a separate bill sent to you by the City.

The hearing will be held at 6:00 p.m. on September 14, 2026, in the City Commission Chambers of City Hall, 1100 Park Lane East, Oakland Park, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 630-4300 at least two days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire rescue assessment schedule.

| Residential Property Use Categories | Rate Per Dwelling Unit | | |
|---|---|---|---|
| Dwelling Unit | $441 | | |
| **Non-Residential Property Use Categories** | | **Commercial** | **Institutional** |
| ≤ 1,999 | $655 | $136 | $684 |
| 2,000 - 3,499 | $1,310 | $271 | $1,367 |
| 3,500 - 4,999 | $2,293 | $474 | $2,391 |
| 5,000 - 9,999 | $3,275 | $677 | $3,416 |
| 10,000 - 19,999 | $6,550 | $1,353 | $6,831 |
| 20,000 - 29,999 | $13,099 | $2,705 | $13,661 |
| 30,000 - 39,999 | $19,648 | $4,057 | $20,491 |
| 40,000 - 49,999 | $26,198 | $5,409 | $27,322 |
| 50,000 - 59,999 | $32,747 | $6,761 | $34,152 |
| 60,000 - 69,999 | $39,296 | $8,113 | $40,982 |
| 70,000 - 79,999 | $45,846 | $9,465 | $47,813 |
| 80,000 - 89,999 | $52,395 | $10,817 | $54,643 |
| 90,000 - 99,999 | $58,944 | $12,169 | $61,473 |
| ≥ 100,000 | $65,493 | $13,521 | $68,304 |

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. O-2001-034), the Initial Assessment Resolution (Resolution No. R-2001-144), the Final Assessment Resolution (Resolution No. R-2001-154), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Rescue Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office in City Hall, located at 1100 Park Lane East, Oakland Park, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay for these assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Fire Rescue Department at (954) 630-4543, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**CITY CLERK**
**OF OAKLAND PARK, FLORIDA**

## APPENDIX E

## FORM OF NOTICE TO BE MAILED

## APPENDIX E

## FORM OF NOTICE TO BE MAILED

## * * * * * NOTICE TO PROPERTY OWNER * * * * *

**City of Oakland Park**
**1100 Park Lane East**
**Oakland Park, Florida 33334**

CITY OF OAKLAND PARK, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE NON-AD VALOREM ASSESSMENTS

NOTICE DATE: AUGUST 24, 2026

**Owner Name**
**Address**
**City, State Zip**

*Tax Parcel #:* _____
Tax Parcel #:_____
*Legal Description:* _____
Seque*nce #:*_____

---

As required by section 197.3632, Florida Statutes, and the direction of the City Commission, notice is given by the City of Oakland Park that an annual assessment for fire rescue services using the tax bill collection method, may be levied on your property. The use of an annual special assessment to fund fire rescue services benefiting improved property located within the City of Oakland Park in the past has proven to be fair, efficient and effective. The total annual fire rescue cost to be allocated within the City of Oakland Park is estimated to be $13,158,208 for fiscal year October 1, 2026 - September 30, 2027. The annual fire rescue assessment is based on the classification of each parcel of property and number of billing units contained therein plus any unpaid or delinquent assessments for fire rescue services.

The above parcel is classified as _____.

The total number and type of billing units on the above parcel is _____.

The annual Fire Rescue Assessment for the above parcel is $_____.

The maximum annual Fire Rescue Assessment that can be imposed without further notice for Fiscal Year 2026-2027 and for future fiscal years for the above parcel is $_____.

The delinquent Fire Rescue Assessment for the above parcel is $_____.

A public hearing will be held at 6:00 p.m. on September 14, 2026, in the City Commission Chambers of City Hall, 1100 Park Lane East, Oakland Park, Florida for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings

and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 630-4300 at least two days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. O-2001-034), the Initial Assessment Resolution (Resolution No. R-2001-144), the Final Assessment Resolution (Resolution No. R-2001-154), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Rescue Assessments, and the updated Assessment Roll for the upcoming Fiscal Year are available for inspection at the City Clerk's office in City Hall, located at 1100 Park Lane East, Oakland Park, Florida.

Both the fire rescue non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your fire rescue assessment, please contact the Fire Rescue Department at (954) 630-4543, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $441 | | | |
| **Non-Residential Property Use Categories** | | **Commercial** | | **Institutional** |
| | ≤ 1,999 | $655 | $136 | $684 |
| | 2,000 - 3,499 | $1,310 | $271 | $1,367 |
| | 3,500 - 4,999 | $2,293 | $474 | $2,391 |
| | 5,000 - 9,999 | $3,275 | $677 | $3,416 |
| | 10,000 - 19,999 | $6,550 | $1,353 | $6,831 |
| | 20,000 - 29,999 | $13,099 | $2,705 | $13,661 |
| | 30,000 - 39,999 | $19,648 | $4,057 | $20,491 |
| | 40,000 - 49,999 | $26,198 | $5,409 | $27,322 |
| | 50,000 - 59,999 | $32,747 | $6,761 | $34,152 |
| | 60,000 - 69,999 | $39,296 | $8,113 | $40,982 |
| | 70,000 - 79,999 | $45,846 | $9,465 | $47,813 |
| | 80,000 - 89,999 | $52,395 | $10,817 | $54,643 |
| | 90,000 - 99,999 | $58,944 | $12,169 | $61,473 |
| | ≥ 100,000 | $65,493 | $13,521 | $68,304 |

# City of Oakland Park, Florida

## Fire Rescue Assessment Memorandum

APRIL 2024

**Presented by:**
Anser Advisory Consulting, LLC.
3800 Esplanade, Suite 100
Tallahassee, FL 32311
(850) 681 - 3717

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# Introduction

The City of Oakland Park (City) has engaged Anser Advisory Consulting, LLC., formerly known as Government Services Group, Inc. (Anser), to assist the City in the update of the City's existing fire assessment program for Fiscal Year 2024-25 (Fire Assessment Project).

Anser is a consulting firm that specializes in addressing and resolving local government finance and taxation issues by working with cities, counties, special districts, and state agencies to develop uniquely tailored funding and service delivery solutions for critical infrastructure and service needs. Anser assisted the City with the development and implementation of the fire services assessment program and also with several updates to the program, the most recent being for Fiscal Year 2020-21.

This document is the City of Oakland Park Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified by the agreed-to Scope of Services.

## BACKGROUND

In Fiscal Year 2024, the assessment program funded approximately $7.73 million of the City's total fire rescue costs. Table 1 lists the City's current special assessment rates as implemented by the City for Fiscal Year 2024.

**Table 1**
**City of Oakland Park Fire Assessment Rates (FY 2024)**

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $276 | | | |
| **Non-Residential Property Use Categories** | **Building Classifications (in square foot ranges)** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| | ≤ 1,999 | $405 | $47 | $674 |
| | 2,000 - 3,499 | $810 | $94 | $1,347 |
| | 3,500 - 4,999 | $1,416 | $164 | $2,357 |
| | 5,000 - 9,999 | $2,023 | $234 | $3,367 |
| | 10,000 - 19,999 | $4,046 | $467 | $6,733 |
| | 20,000 - 29,999 | $8,091 | $933 | $13,466 |
| | 30,000 - 39,999 | $12,137 | $1,400 | $20,198 |
| | 40,000 - 49,999 | $16,182 | $1,866 | $26,931 |
| | 50,000 - 59,999 | $20,228 | $2,333 | $33,664 |
| | 60,000 - 69,999 | $24,273 | $2,799 | $40,396 |
| | 70,000 - 79,999 | $28,319 | $3,266 | $47,129 |
| | 80,000 - 89,999 | $32,364 | $3,732 | $53,862 |
| | 90,000 - 99,999 | $36,410 | $4,199 | $60,594 |
| | ≥ 100,000 | $40,455 | $4,665 | $67,327 |

For Fiscal Year 2025, the City has decided to update the fire rescue assessment program to reflect changes in the fire rescue call data, the City's property composition and the City of Oakland Park Fire Rescue Department's operations.

# Service Delivery Description

## SERVICE DELIVERY DESCRIPTION

The City of Oakland Park's Fire Rescue Department provides emergency services including standard fire suppression, emergency medical rescue services, state disaster response, emergency management and disaster preparedness, fire prevention and safety education.

The Fire Rescue Department's facilities inventory is comprised of three (3) fire rescue stations. Table 2 lists the Fire Rescue Department's buildings/facilities inventory, as well as the corresponding physical location address for each facility.

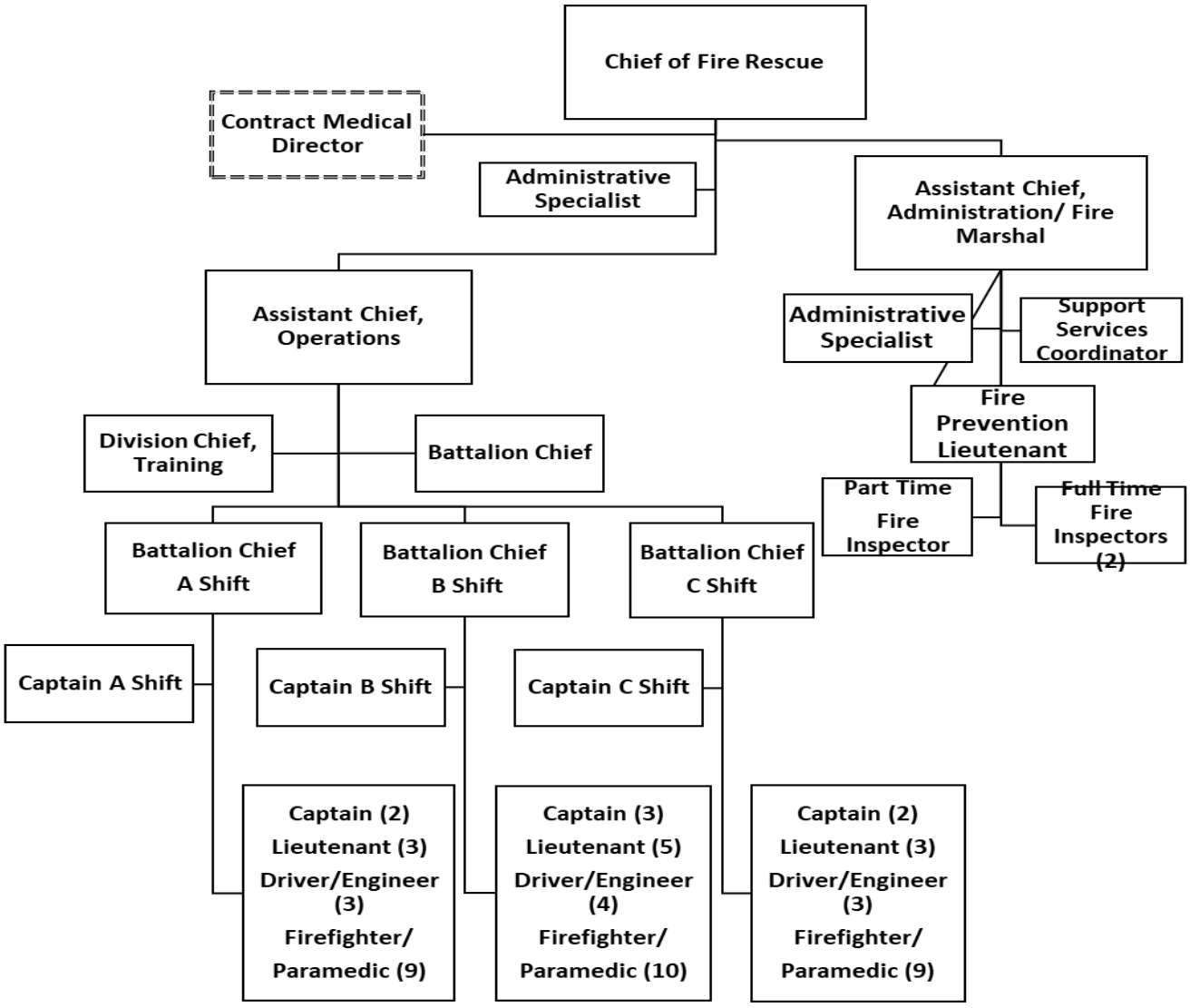
**Table 2**
**Fire Rescue Department Buildings/Facilities Inventory**

| Station | Address |
|---|---|
| Station 9 | 301 NE 38 Street<br>Oakland Park, FL |
| Station 20 | 4721 NW 9th Avenue<br>Oakland Park, FL |
| Station 87 | 2100 NW 39 Street<br>Oakland Park, FL |

Source: City of Oakland Park

Tables 3 through 5 outline the Fire Rescue Department's current service operations and service components. Table 3 outlines the Fire Rescue Department's organizational structure. Table 4 describes the minimum staffing for each apparatus. The information in Table 4 is used in the development of the Administrative Factor, as further discussed in the "Development of Factors" section of this Assessment Memorandum. Table 5 lists the location and the fire flow/pumping capacity of the Fire Rescue Department's apparatus.

**Table 3**
**Fire Rescue Department Organizational Chart**




Source: City of Oakland Park

**Table 4**
**Fire Rescue Department Apparatus Staffing**

| Apparatus | Minimum Staffing |
|---|---|
| Quint | 3 |
| Engine | 3 |
| Squirt | 3 |
| Rescue Vehicle | 2 |
| Battalion Vehicle | 1 |

Source: City of Oakland Park

**Table 5**
**Fire Rescue Department Apparatus Fire Flow**

| Apparatus | Location | Fire Flow (GPM) |
|---|---|---|
| Quint | Station 9 | 1,509 |
| Rescue Vehicle | | N/A |
| Battalion Vehicle | | N/A |
| Engine | Station 20 | 1,500 |
| Rescue Vehicle | | N/A |
| Quint | Station 87 | 1,509 |
| Rescue Vehicle | | N/A |
| Rescue Boat | | N/A |
| Engine | Reserve | 1,500 |
| Quint | | 2,016 |
| Squirt | | 1,500 |
| Engine | | 1,510 |
| **Total GPM** | | **11,044** |

Source: City of Oakland Park

The current pumping capacity is defined as the combined amount of water that all apparatus can pump to a fully involved, non-residential structure fire. As outlined in Table 5, the pumping capacity readily available to the City is 11,044 gallons per minute.

Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the fire-flow capacity readily available to the City would be sufficient in the event of a structure fire involving unlimited square footage. However, the City has made a policy decision not to change the current 100,000 square foot cap on non-residential buildings.

# Assessable Cost Calculations

The cost calculations, apportionment methodology, and assessable rates developed apply to the City's fire services as provided by the City's fire rescue department to the incorporated area of the City.

## DEVELOPMENT OF FACTORS

### FIRE RESCUE V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the "North Lauderdale" case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property.

To address these concerns, Anser developed a methodology that removed the costs associated with emergency medical services. This method of splitting the fire and EMS portions of a consolidated public safety department's budget was upheld by the Fourth District Court of Appeals in July 2010 in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

The proposed fire rescue line-item assessable cost calculations were allocated between fire rescue and emergency medical services as a result of the Florida Supreme Court's opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) do not provide a special benefit to property. Accordingly, the City's fire rescue costs were split from emergency medical service costs based on the following general guidelines.

### DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly between fire and EMS, direct allocations were made. For example, the revenues associated with "Service Charge Fire Inspection" were allocated entirely to fire. Similarly, all revenues associated with "Service Charge Ambulance" were allocated entirely to EMS.

### ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel. Under minimum staffing, the City has 10 non-EMS personnel and 7 EMS personnel, for a total of 17 combat personnel per shift. This staffing therefore yields a 58.82 percent non-EMS Administrative Factor.

This percentage was applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be operationally allocated (see section below). For example, the personnel services expenditures for "Wages Regular" were allocated based on the Administrative Factor. Similarly, the Administrative Factor was applied to operating expenditures for "Office Supplies", "Printing and Binding" and "Training" to determine the fire service costs of these line items.

## OPERATIONAL FACTOR

Other expenditure line items may also be allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls based on the fire rescue calls within the City. This factor was not applied to any budget line items in the current study.

# ASSESSABLE COST CALCULATIONS

The fire rescue assessable cost calculations for Fiscal Years 2024 through Fiscal Year 2028 are based on the following assumptions for the purpose of this Fire Rescue Assessment Memorandum.

- A 10% annual increase was applied across most line items relating to personnel expenditures such as “Wages Regular”, “Overtime”, and “Workers Compensation”.
- A 20% annual increase was applied to “Retirement Contributions”.
- A 5% annual increase was applied across all “Operating” and certain “Capital Outlay” expenditures and “Revenues”.
- The line items comprising “Revenues” are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for each respective year. “Revenues” are comprised of revenue directly received from or for the delivery of fire rescue services.
- Pursuant to section 197.3632, Florida Statutes, the tax collector and property appraiser may each enter into an agreement with the local government for reimbursement of necessary administrative costs incurred from the collection of the non-ad valorem assessment. Accordingly, if any such fee(s) is charged, the fee may be recouped as an add-on to the total assessable costs for the year.

  The line item “Collection Costs (TC @ 2%)” under “Miscellaneous Assessable Expenditures” reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Tax Collector. Pursuant to section 197.3632, Florida Statues, a municipal or county government shall only compensate the tax collector for the actual costs of collecting the non-ad valorem assessment. Accordingly, the Tax Collector’s collection costs are estimated to be 2% of the total assessable costs. The applied collection charge is estimated to be adequate to cover the Tax Collector’s actual collection costs.
- The line item “Statutory Discount (@ 5%)” under “Miscellaneous Assessable Expenditures” reflects a 95% collection of the Fire Rescue Assessment to cover the 4% statutory discount allowed by the Uniform Method and 1% reserve for under collection. Accordingly, the statutory discount is budgeted at 5% of the total assessable costs.

Table 6 provides a calculation of the assessable costs for Fiscal Year 2024 based on an application of the above factors to the Fiscal Year 2024 adopted budget as provided by the City. In the last assessment study, the assessable budget for FY 2021 was determined to be $7,748,004. The assessable cost for FY 2024 shows an increase of 32%, or $2,490,776, over FY 2021. The calculation yields an assessable cost of $10,238,780 for Fiscal Year 2024.

**Table 6**
**Assessable Cost Calculations (FY 2024)**

| | FY 2024 Projected Budget | FY 2024 Assessable Budget |
|---|---|---|
| **EXPENDITURES** | | |
| **Personnel** | | |

| | FY 2024 Projected Budget | FY 2024 Assessable Budget |
|---|---|---|
| Wages Regular | 6,528,769 | 3,840,452 |
| Wages Temp Part Time | 45,151 | 26,559 |
| Overtime | 388,700 | 228,647 |
| Special Pay Supplemental | 67,110 | 39,476 |
| Wages Assignment | 20,000 | 11,765 |
| FICA Taxes | 386,637 | 227,434 |
| Medicare Tax | 90,469 | 53,217 |
| Retire Contributions | 5,144,798 | 3,026,352 |
| Life And Health Insurance | 846,806 | 498,121 |
| Health Savings City Contri | 73,000 | 42,941 |
| Workers Compensation | 265,380 | 156,106 |
| **Total Personnel** | **$13,856,820** | **$8,151,071** |
| | | |
| **Operating** | | |
| Professional Services | 112,310 | 66,065 |
| Other Services | 165,950 | - |
| Other Services Annual Support | 59,210 | 34,829 |
| Travel And Per Diem | 35,610 | 20,947 |
| Communications Services | 169,068 | 99,452 |
| Freight And Postage Services | 800 | 471 |
| Rentals And Leases | 4,832 | 2,842 |
| Repair And Maintenance | 162,950 | 95,853 |
| Printing And Binding | 13,350 | 7,853 |
| Promotional Activities | 18,000 | 10,588 |
| Other Cur Charges | 2,000 | 1,176 |
| Office Supplies | 5,000 | 2,941 |
| Operating Supplies | 455,575 | 267,985 |
| Operating Supplies-Software | 19,400 | 11,412 |
| Operating Supplies Equipment | 30,800 | 18,118 |
| Books Pub Subscrip Memb | 28,280 | 16,635 |
| Training | 67,650 | 39,794 |
| Training RFIPR | 4,500 | 2,647 |
| **Total Operating** | **$1,355,285** | **$699,609** |
| | | |
| **Capital Outlay** | | |
| Capital Outlay Vehicles | 44,000 | 25,882 |
| Capital Outlay Machin & Equip | 80,100 | 47,118 |
| **Total Capital Outlay** | **$124,100** | **$73,000** |
| | | |
| **Debt Service** | | |
| Various loan for vehicles | 765,916 | 765,916 |
| **Total Debt Service** | **$765,916** | **$765,916** |
| | | |
| **TOTAL EXPENDITURES** | **$16,102,121** | **$9,689,595** |
| **REVENUES** | | |
| Service Charge Fire Inspection | (24,000) | (24,000) |

| | FY 2024 Projected Budget | FY 2024 Assessable Budget |
|---|---|---|
| Service Charge Ambulance | (1,145,000) | - |
| Emergency Transport Supplement | (200,000) | - |
| Ins Premium Tax For Fireftrs | (244,000) | (143,529) |
| **TOTAL REVENUES** | **($1,613,000)** | **($167,529)** |
| | | |
| **MISCELLANEOUS ASSESSALE EXPENDITURES** | | |
| Collection Cost (TC @ 2%) | | $204,776 |
| Statutory Discount (@ 5%) | | $511,939 |
| **TOTAL MISC. ASSESSABLE EXPENDITURES** | | **$716,715** |
| | | |
| **TOTAL ASSESABLE COSTS** | | **$10,238,780** |

Table 7 shows the assessable costs for Fiscal Year 2025 through Fiscal Year 2028 and the five-year average assessable costs.

**Table 7**
**Assessable Cost Calculations (Fiscal Year 2025 through Fiscal Year 2028 and Five-Year Average)**

| | FY 2024 Assessable Budget | FY 2025 Assessable Budget | FY 2026 Assessable Budget | FY 2027 Assessable Budget | FY 2028 Assessable Budget | Five-Year Average Assessable Budget |
|---|---|---|---|---|---|---|
| **EXPENDITURES** | | | | | | |
| Personnel | $8,151,071 | $9,739,741 | $11,108,307 | $12,693,506 | $14,532,957 | $11,245,116 |
| Operating | $699,609 | $734,589 | $771,319 | $809,885 | $850,379 | $773,156 |
| Capital Outlay | $73,000 | $58,824 | $61,765 | $64,853 | $68,096 | $65,307 |
| Debt Service | $765,916 | $660,298 | $693,313 | $693,313 | $693,313 | $722,376 |
| **TOTAL EXPENDITURES** | **$9,689,595** | **$11,193,452** | **$12,634,703** | **$14,261,556** | **$16,144,745** | **$12,805,956** |
| | | | | | | |
| **TOTAL REVENUES** | **$167,529** | **($151,529)** | **($159,106)** | **($167,061)** | **($175,414)** | **($164,128)** |
| | | | | | | |
| **TOTAL MISC. ASSESSABLE EXPENDITURES** | **$716,715** | **$831,112** | **$939,023** | **$1,060,876** | **$1,201,993** | **$951,535** |
| | | | | | | |
| **TOTAL ASSESSABLE COSTS** | **$10,238,780** | **$11,873,035** | **$13,414,620** | **$15,155,371** | **$17,171,323** | **$13,570,626** |

# Determination of Fire Rescue Services Demand

## INCIDENT DATA

Anser obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses within the City by City fire rescue vehicles for Fiscal Year 2022-23.

The City uses the National Fire Incident Reporting System (NFIRS) to record its fire rescue incidents. The NFIRS is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the NFIRS, "type of situation found," identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a codes list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

Another data field in the NFIRS, "fixed property use," identifies the type of property that fire rescue departments respond to for each fire rescue incident. The fixed property uses correlate to property uses determined by the Broward County Property Appraiser on the ad valorem tax roll. Appendix B provides a codes list for the "fixed property use" as recorded on the fire rescue incident reports.

Anser analyzed the Fiscal Year 2022-23 fire rescue incident data from the NFIRS files to evaluate trends and determine if aberrations were present. The City's fire rescue incident data for Fiscal Year 2022-23 represents 9,297 total fire rescue incidents.

Of the 9,297 fire rescue incidents, there were 6,596 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 6,596 EMS type incidents were not included in the analysis.

Of the 2,701 remaining fire type incidents, 1,722 were calls to specific property uses. Accordingly, 979 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 979 incidents. The City's budget is sized based upon its ability to provide service to improved property within its boundaries. Therefore, the level of services required to meet anticipated demand for fire rescue services and the corresponding annual fire rescue budget required to fund fire rescue services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property use.

Because of the urbanized character of the City, the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. The 9 calls to these two property-use categories were removed.

Using the fixed property use codes, the remaining 1,713 fire type incidents corresponding to specific properties were assigned to the following property use categories: residential, commercial, industrial/warehouse and institutional.

Table 8 outlines the property use category assignment of fire type incidents based on the analysis conducted.

**Table 8**
**Fire Rescue Calls by Category (Fiscal Year 2022-23)**

| | Prior Study* | | Fiscal Year 2022-23 | |
|---|---|---|---|---|
| **Category** | **Number of Incidents** | **Percentage of Incidents** | **Number of Incidents** | **Percentage of Incidents** |
| Residential | 870 | 65.02% | 1,135 | 66.26% |
| Commercial | 296 | 22.12% | 357 | 20.84% |
| Industrial/Warehouse | 29 | 2.17% | 44 | 2.57% |
| Institutional | 143 | 10.69% | 177 | 10.33% |
| **Total** | **1,338** | **100.00%** | **1,713** | **100.00%** |

Source: City of Oakland Park
*Prior Study Data Included for Comparison Purposes Only

## WEIGHTING OF INCIDENTS

The resources and related cost of responding to calls varies among the property use categories. To address these differences, a cost factor was assigned to each property category based on two factors:

1. the average number of personnel responding to incidents in the property use category; and
2. the average time that personnel and equipment were out-of-service while responding to incidents in the particular property use category.

The City's fire rescue incident data maintains the number of personnel responding to each call for service. The number of personnel responding to each call were aggregated by property category and divided by the number of calls in each property category to arrive at an average number of personnel responding to a call for service for each property category. These averages and relative weighting factors for each property use category are seen in Table 9 below:

**Table 9**
**Average Personnel Response and Relative Weighting Factors**

| Property Category | Average Personnel Response | Relative Weighting Factor |
|---|---|---|
| Residential | 4.681 | 1.000 |
| Commercial | 4.462 | 0.953 |
| Industrial/Warehouse | 5.409 | 1.156 |
| Institutional | 3.757 | 0.803 |

In addition, the City's fire rescue incident data maintains the time that each apparatus is out-of-service (not available to respond to a call for service). These times were aggregated by property use category and divided by the number of calls in each particular property use category to arrive at an average time out-of-service. These times and relative weighting factors for each property use category are seen in Table 10 below:

**Table 10**
**Average Call Duration and Relative Weighting Factors**

| Property Category | Average Call Duration | Relative Weighting Factor |
|---|---|---|
| Residential | 22.67 | 1.000 |
| Commercial | 23.07 | 1.018 |
| Industrial/Warehouse | 38.09 | 1.680 |
| Institutional | 23.46 | 1.035 |

The actual fire calls in Table 8, typical initial response relative weighting factors in Table 9 and average call duration relative weighting factors in Table 10 were used to calculate the weighted fire calls for each property use category based on the formula below:

(Actual Fire Calls x Average Personnel Response Relative Weighting Factor x 0.5) + (Actual Fire Calls x Average Call Duration Relative Weighting Factor x 0.5)

Table 11 outlines the property use category assignment of weighted fire type incidents based on the analysis conducted by Anser.

**Table 11**
**Weighted Fire Calls by Property Category (Fiscal Year 2022-23)**

| Property Category | Number of Weighted Incidents | Percentage Weighted Calls |
|---|---|---|
| Residential | 1,135.00 | 66.30% |
| Commercial | 351.81 | 20.55% |
| Industrial/Warehouse | 62.39 | 3.64% |
| Institutional | 162.62 | 9.50% |
| **Total** | **1,711.82** | **100.00%** |

# Computation of Fire Rescue Assessments

## SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support and reaffirm these findings that the fire services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire rescue services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements, structures and land through the availability and provision of comprehensive fire rescue services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; and (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire rescue program; and (iv) containing fire incidents occurring on land with the potential to spread and endanger other property and property features.
- The availability and provision of comprehensive fire rescue services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property values within the assessable area.

## APPORTIONMENT METHODOLOGY

The following section describes the assessment apportionment methodology for fire rescue services based on: (i) the fire rescue assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and (iii) the fire rescue incident data.

### COST APPORTIONMENT

The adopted Fiscal Year 2024 assessable costs were apportioned among property use categories based upon the historical demand for fire services reflected by the weighted Fiscal Year 2022-23 fire incident data. This apportionment is illustrated in Table 12.

**Table 12**
**Cost Apportionment (FY 2024)**

| Category | Number of Weighted Incidents | Percentage of Weighted Incidents | Percentage of Fiscal Year 2024 Assessable Costs |
|---|---|---|---|
| Residential | 1,135.00 | 66.30% | $6,788,681 |
| Commercial | 351.81 | 20.55% | $2,104,261 |
| Industrial/Warehouse | 62.39 | 3.64% | $373,144 |
| Institutional | 162.62 | 9.50% | $972,694 |
| **Total** | **1,711.82** | **100.00%** | **$10,238,780** |

The projected five-year average (Fiscal Year 2024 through Fiscal Year 2028) assessable costs were apportioned among property use categories based upon the historical demand for fire services reflected by the weighted Fiscal Year 2022-23 fire incident data. This apportionment is illustrated in Table 13.

**Table 13**
**Five-Year Average Cost Apportionment (FY 2024 through FY 2028)**

| Category | Number of Weighted Calls | Percentage of Weighted Calls | Percentage of Five-Year Average Assessable Costs |
|---|---|---|---|
| Residential | 1,135.00 | 66.30% | $8,997,816 |
| Commercial | 351.81 | 20.55% | $2,789,018 |
| Industrial/Warehouse | 62.39 | 3.64% | $494,570 |
| Institutional | 162.62 | 9.50% | $1,289,222 |
| **Total** | **1,711.82** | **100.00%** | **$13,570,626** |

## PARCEL APPORTIONMENT

The share of the assessable costs apportioned to each property use category were further apportioned among the individual buildings of property within each property use category on the basis shown in Table 14.

**Table 14**
**Parcel Apportionment within Property Use Categories**

| Category | Parcel Apportionment |
|---|---|
| Dwelling Unit | Per Dwelling Unit |
| Non-Residential<br>-Commercial<br>-Industrial/Warehouse<br>-Institutional | Improvement Area Per Building Within Square Footage Ranges |

Applying the foregoing parcel apportionment methodology, fire rescue assessment rates were computed for each property use category.

## RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment applied in the Residential Property Use Category is fair and reasonable. The Residential Property Use Category includes such properties as single-family dwelling units, multi-family dwelling units and mobile homes.

- The size or the value of the residential parcel does not determine the scope of the required fire services. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the assessed costs for fire services attributable to the residential property use category on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of parcel apportionment based upon historical fire call data.

## RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, the percentages of assessable costs attributable to residential property was calculated. The amount of assessable costs allocable to the residential property use category was divided by the number of dwelling units in the City to compute the fire assessment to

be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the residential dwelling unit rate to compute the residential fire assessment amount for the parcel.

Table 15 illustrates the assignment of dwelling units under this apportionment methodology to the Residential Property Use Category.

**Table 15**
**Residential Dwelling Units**

| Residential Property Use Category | Number of Dwelling Units |
|---|---|
| Residential | 20,408 |

Source: Broward County Property Appraiser's Office

## NON-RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumption supports findings that the parcel apportionment applied in the Non-Residential Property Use Category is fair and reasonable.

- The separation of the non-residential buildings by square foot tier is fair and reasonable for the purpose of parcel apportionment because the demand for fire services is determined and measured by the size of structures and improvements within benefited parcels.
- The greater the Building Area, the great the potential for a large fire and the greater the number of firefighting resources that must be available in the event of a fire in a structure of that building's size. Therefore, it is fair and reasonable to use building area as a proxy for determining the parcels' fire assessment.

## NON-RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, property in the Non-Residential Property Use Category will be responsible for funding a percentage of assessable costs. The amount of the assessable costs allocable to each non-residential parcel will be based upon the aggregate of all non-residential buildings within each square foot tier situated on the parcel.

The non-residential assessment rate for each category was determined by multiplying the percent of total fire calls attributable to each non-residential property category by the total assessable costs. This calculated amount of assessable costs for each non-residential category was then divided by the number of non-residential square feet assigned to each category to obtain an assessment amount per building within each non-residential property category. For buildings containing non-residential improvements of 100,000 square feet or more, an assignment of improved area of 100,000 square feet was made.

Table 16 shows the number of buildings in each square foot range for each non-residential property use category.

**Table 16**
**Non-Residential Buildings by Property Category and Square Foot Range**

| Non-Residential Property Use Categories | Building Classification (in square foot ranges) | Commercial | Industrial/ Warehouse | Institutional |
|---|---|---|---|---|
| | ≤ 1,999 | 289 | 126 | 35 |
| | 2,000 - 3,499 | 166 | 147 | 27 |
| | 3,500 - 4,999 | 75 | 128 | 11 |
| | 5,000 - 9,999 | 125 | 178 | 30 |
| | 10,000 - 19,999 | 63 | 79 | 16 |
| | 20,000 - 29,999 | 20 | 17 | 7 |
| | 30,000 - 39,999 | 10 | 6 | 4 |

| Non-Residential Property Use Categories | Building Classification (in square foot ranges) | Commercial | Industrial/ Warehouse | Institutional |
|---|---|---|---|---|
| | 40,000 - 49,999 | 11 | 0 | 2 |
| | 50,000 - 59,999 | 4 | 1 | 2 |
| | 60,000 - 69,999 | 1 | 0 | 1 |
| | 70,000 - 79,999 | 1 | 1 | 0 |
| | 80,000 - 89,999 | 2 | 1 | 2 |
| | 90,000 - 99,999 | 1 | 1 | 1 |
| | ≥ 100,000 | 4 | 3 | 7 |

Source: Broward County Property Appraiser's Office

## COMPUTATION OF FIRE RESCUE ASSESSMENT RATES

Fire rescue assessment rates were calculated based on the assessable costs of providing fire rescue services, the number of fire calls apportioned to specific property categories and the number of billing units within the specified property categories.

Tables 17 through 20 illustrate assessment rates after application of the assessment methodology based on various percentages of the projected five-year average assessable costs. These tables also show the estimated gross revenue, estimated exempt buy-buydown, and estimated net revenue of the given rate. The estimated exempt buy-down reflects the exemption currently approved by the City of Oakland Park, which consists of exemptions for governmentally-owned property; institutional, tax-exempt property and residential exemptions for seniors, veterans, and disabled persons and first responders.

Table 17 illustrates the assessment rates after application of the assessment methodology based on 100 percent of the projected five-year average (Fiscal Year 2024 through Fiscal Year 2028) assessable costs.

**Table 17**
**Five-Year Average Fire Assessment Rates (FY 2024 through FY 2028) (100% Funding)**

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $441 | | | |
| **Non-Residential Property Use Categories** | **Building Classification (in square foot ranges)** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| | ≤ 1,999 | $655 | $136 | $684 |
| | 2,000 - 3,499 | $1,310 | $271 | $1,367 |
| | 3,500 - 4,999 | $2,293 | $474 | $2,391 |
| | 5,000 - 9,999 | $3,275 | $677 | $3,416 |
| | 10,000 - 19,999 | $6,550 | $1,353 | $6,831 |
| | 20,000 - 29,999 | $13,099 | $2,705 | $13,661 |
| | 30,000 - 39,999 | $19,648 | $4,057 | $20,491 |
| | 40,000 - 49,999 | $26,198 | $5,409 | $27,322 |
| | 50,000 - 59,999 | $32,747 | $6,761 | $34,152 |
| | 60,000 - 69,999 | $39,296 | $8,113 | $40,982 |
| | 70,000 - 79,999 | $45,846 | $9,465 | $47,813 |
| | 80,000 - 89,999 | $52,395 | $10,817 | $54,643 |
| | 90,000 - 99,999 | $58,944 | $12,169 | $61,473 |
| | ≥ 100,000 | $65,493 | $13,521 | $68,304 |

*Estimated Gross Revenue: $13,570,626; Estimated Exempt Buy-down: $1,394,315; Estimated Net Revenue: $12,176,311.

Table 18 illustrates the assessment rates after application of the assessment methodology based on 91 percent of the projected five-year average (Fiscal Year 2024 through Fiscal Year 2028) assessable costs. The City has set assessment rates to collect 91% of assessable costs.

**Table 18**
**Five-Year Average Fire Assessment Rates (FY 2024 through FY 2028) (91% Funding)**

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $402 | | | |
| **Non-Residential Property Use Categories** | **Building Classification (in square foot ranges)** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| | ≤ 1,999 | $596 | $124 | $622 |
| | 2,000 - 3,499 | $1,192 | $247 | $1,244 |
| | 3,500 - 4,999 | $2,086 | $431 | $2,176 |
| | 5,000 - 9,999 | $2,980 | $616 | $3,108 |
| | 10,000 - 19,999 | $5,960 | $1,231 | $6,216 |
| | 20,000 - 29,999 | $11,920 | $2,461 | $12,432 |
| | 30,000 - 39,999 | $17,880 | $3,692 | $18,647 |
| | 40,000 - 49,999 | $23,840 | $4,922 | $24,863 |
| | 50,000 - 59,999 | $29,800 | $6,152 | $31,078 |
| | 60,000 - 69,999 | $35,760 | $7,383 | $37,294 |
| | 70,000 - 79,999 | $41,720 | $8,613 | $43,510 |
| | 80,000 - 89,999 | $47,679 | $9,843 | $49,725 |
| | 90,000 - 99,999 | $53,639 | $11,074 | $55,941 |
| | ≥ 100,000 | $59,599 | $12,304 | $62,156 |

*Estimated Gross Revenue: $12,349,270; Estimated Exempt Buy-down: $1,268,827; Estimated Net Revenue: $11,080,443.

Table 19 illustrates the assessment rates after application of the assessment methodology based on 77.26 percent of the projected five-year average (Fiscal Year 2024 through Fiscal Year 2028) assessable costs and represents the revenue generation mid-point between the 91% and 63.52% rates.

**Table 19**
**Five-Year Average Fire Assessment Rates (FY 2024 through FY 2028) (77.26% Funding)**

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $341 | | | |
| **Non-Residential Property Use Categories** | **Building Classification (in square foot ranges)** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| | ≤ 1,999 | $506 | $105 | $528 |
| | 2,000 - 3,499 | $1,012 | $209 | $1,056 |
| | 3,500 - 4,999 | $1,771 | $366 | $1,847 |
| | 5,000 - 9,999 | $2,530 | $523 | $2,639 |
| | 10,000 - 19,999 | $5,060 | $1,045 | $5,278 |
| | 20,000 - 29,999 | $10,120 | $2,090 | $10,555 |
| | 30,000 - 39,999 | $15,180 | $3,134 | $15,832 |
| | 40,000 - 49,999 | $20,240 | $4,179 | $21,109 |
| | 50,000 - 59,999 | $25,300 | $5,223 | $26,386 |
| | 60,000 - 69,999 | $30,360 | $6,268 | $31,663 |
| | 70,000 - 79,999 | $35,420 | $7,313 | $36,940 |
| | 80,000 - 89,999 | $40,480 | $8,357 | $42,217 |
| | 90,000 - 99,999 | $45,540 | $9,402 | $47,494 |
| | ≥ 100,000 | $50,600 | $10,446 | $52,772 |

*Estimated Gross Revenue: $10,484,666; Estimated Exempt Buy-down: $1,077,248; Estimated Net Revenue: $9,407,418.

Table 20 illustrates the assessment rates after application of the assessment methodology based on 63.52 percent of the projected five-year average (Fiscal Year 2024 through Fiscal Year 2028) assessable costs. These rates represent the revenue neutral scenario: rates are adjusted to reflect the change in demand for services among property types, but overall revenue generated remains unchanged.

**Table 20**
**Five-Year Average Fire Assessment Rates (FY 2024 through FY 2028) (63.52% Funding)**

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $281 | | | |
| **Non-Residential Property Use Categories** | **Building Classification (in square foot ranges)** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| | ≤ 1,999 | $417 | $86 | $434 |
| | 2,000 - 3,499 | $833 | $172 | $868 |
| | 3,500 - 4,999 | $1,457 | $301 | $1,519 |
| | 5,000 - 9,999 | $2,081 | $430 | $2,170 |
| | 10,000 - 19,999 | $4,161 | $859 | $4,339 |
| | 20,000 - 29,999 | $8,321 | $1,718 | $8,678 |
| | 30,000 - 39,999 | $12,481 | $2,577 | $13,016 |
| | 40,000 - 49,999 | $16,641 | $3,436 | $17,355 |
| | 50,000 - 59,999 | $20,801 | $4,295 | $21,694 |
| | 60,000 - 69,999 | $24,961 | $5,153 | $26,032 |
| | 70,000 - 79,999 | $29,121 | $6,012 | $30,371 |
| | 80,000 - 89,999 | $33,281 | $6,871 | $34,709 |
| | 90,000 - 99,999 | $37,442 | $7,730 | $39,048 |
| | ≥ 100,000 | $41,602 | $8,589 | $43,387 |

*Estimated Gross Revenue: $8,620,062; Estimated Exempt Buy-down: $885,669; Estimated Net Revenue: $7,734,393.

## EXEMPTIONS AND IMPACT OF EXEMPTIONS

Because the fire rescue assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City's general funds.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the costs of any special assessment from exempt property to other non-exempt property. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City's general fund. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

Whether or not the City decides to fund exemptions for fire rescue assessments on property owned by non-governmental entities would be based upon a determination that such exemptions constituted a valid public purpose. The importance of special assessments on non-governmental, tax-exempt parcels has been addressed by the Florida Supreme Court in Sarasota County v. Sarasota Church of Christ, 667 So.2d 180 (Fla. 1995) (In reciting the facts of the case on appeal, the Court stated that the party challenging the assessment consisted of religious organizations or entities owning developed real property in Sarasota County [the Churches] that are exempt from ad valorem taxes but not from special assessments.) The funding of exemptions for non-governmentally owned institutional property wholly exempt from ad valorem taxes could be based on a finding that such properties provide facilities and uses to their ownership, occupants or membership, as well as the public in general, that otherwise might be required to be provided by the City. Such a finding would be the basis for a determination that such properties served a legitimate public purpose or provided a public benefit that merited the City's funding of an exemption from the fire rescue assessment.

In identifying an appropriate exemption scheme, the City should be cautious not to confuse the ownership of a parcel with the parcel's use. For example, a determination to exempt properties used for institutional purposes would have to be extended to similar institutional property owned by entities created for profit, as well as institutional property owned by non-profit or governmental entities. However, if the City wanted to make the policy decision to narrow the exemption to only institutional property owned by not-for-profit entities, it might consider adding a second test to the exemption which afforded exemptions to institutional properties which were wholly exempt from ad valorem taxes. Adding the tax-exempt criteria further narrows the exemption on a well-tested tax-exempt premise.

Whether the City decides to charge governmental entities or fund exemptions on governmentally–owned property requires somewhat different considerations. First, a forced sale of government property is not available as an enforcement mechanism. The charge to governmentally–owned parcels would be more akin to a service fee for each government parcel's proportionate benefit from the availability and provision of fire rescue services by the City. The billing would be direct, received by government buildings and facilities. Enforcement would be by judicial proceedings to require payment. As to each level of government, differing concepts of immunity and other statutory provisions or case law decisions may prevent collection or frustrate special assessment imposition.

State and federal laws contain a patchwork of provisions exempting certain governmental property owners from the payment of special assessments. For example, section 423.02, Florida Statutes, exempts certain housing projects from the payment of special assessments. This general law does provide that a housing authority may agree with a local government to make payments in lieu of taxes,

but past experience is that such an agreement, if in existence at all, under-funds the impact of such properties on a City's fire assessable cost calculations.

Accordingly, if the City chooses to exempt governmentally-owned property from the fire rescue assessment and fund such costs from inter-local agreement with the affected government or from the City's general fund, it is important that the City take steps to set up a reasonable contingency within its general budget to fund the cost incurred in providing fire rescue services to governmentally–owned properties.

Table 21 summarizes the estimated five-year average and current funding level impact of exempting institutional wholly tax-exempt property, governmental, wholly tax-exempt property and certain residential properties (properties receiving an ad valorem exemption for qualifying seniors, disabled persons, disabled veterans and disabled first responders).

**Table 21**
**Estimated Exemptions**

| Financial Classification | 100% Five-Year Average | 91% Assessable | 77.26% Assessable | 63.52% Assessable |
|---|---|---|---|---|
| Estimated Gross Revenue | $13,593,364 | $12,349,270 | $10,484,666 | $8,620,062 |
| Estimated Buy-down for Institutional Tax-Exempt | $276,730 | $247,070 | $209,765 | $172,460 |
| Estimated Buy-down for Governmental Tax-Exempt | $790,638 | $705,785 | $599,457 | $492,343 |
| Estimated Buy-down for Exempted Residential (Seniors/Veterans/First Responders/Disabled Persons) | $350,556 | $315,972 | $268,026 | $220,866 |
| **Estimated Net Revenue Generated** | **$12,175,440** | **$11,080,443** | **$9,407,418** | **$7,734,393** |

In addition to the existing exemptions, the alteration the existing exemption for institutional, tax-exempt properties was modeled in Table 22. There are currently 61 properties receiving such exemptions in the City. Table 22 shows the value of the exemption and associated revenues if these properties were to be reduced from full exemption to 50%.

**Table 22**
**Estimated Exemptions (50% Exemption for Institutional, Tax-exempt Properties)**

| Financial Classification | 100% Five-Year Average | 91% Assessable | 77.26% Assessable | 63.52% Assessable |
|---|---|---|---|---|
| Estimated Gross Revenue | $13,593,364 | $12,349,270 | $10,484,666 | $8,620,062 |
| Estimated Buy-down for Institutional Tax-Exempt @ 50% | $135,753 | $123,535 | $104,882 | $86,230 |
| Estimated Buy-down for Governmental Tax-Exempt | $790,638 | $705,785 | $599,457 | $492,343 |
| Estimated Buy-down for Exempted Residential (Seniors/Veterans/First Responders/Disabled Persons) | $350,556 | $315,972 | $268,026 | $220,866 |
| **Estimated Net Revenue Generated** | **$12,312,063** | **$11,203,978** | **$9,512,300** | **$7,820,623** |

# Outstanding Issues

## EXEMPTION OF INSTITUTIONAL, TAX-EXEMPT PARCELS (NON-GOVERNMENTAL)

The aggregate cost for the fire rescue services that are available to institutional, wholly tax-exempt properties was estimated as part of the Institutional Property Use Category based on an analysis of each parcel's use. The fair apportionment concepts in the methodology provided within this Assessment Memorandum require an identification of the calls for service to these properties and, therefore, their respective costs. In the event that a policy decision is made to exempt institutional, tax-exempt property, the proportional assessed costs allocated to such exemptions must be funded from other legally available sources because the financial burden of such exemption cannot be apportioned to non-exempt parcels. With any exemption, care should be taken to craft and ensure a non-discriminatory exemption class based upon valid public purpose concepts.

## EXEMPTION OF GOVERNMENTAL PARCELS

In addition to the institutional, wholly tax-exempt properties, the aggregate cost for fire rescue services provided to schools and governmental properties (municipalities, county, state, federal and any sovereign state or nation) was also estimated as part of the Institutional Property Use Category based on an analysis of each parcel's use. The fair apportionment concepts in the methodology provided within this Assessment Memorandum require an identification of the calls for service to these properties and, therefore, their respective costs. In the event that a policy decision is made to exempt governmental property, the proportional assessed costs allocated to such exemptions must be funded from other legally available sources because the financial burden of such exemption cannot be apportioned to non-exempt parcels.

## EXEMPTION OF CERTAIN RESIDENTIAL PARCELS

The aggregate cost for fire rescue services provided to certain residential properties (properties receiving an ad valorem exemption for qualifying seniors, disabled persons, disabled veterans and disabled first responders) was also estimated as part of the Residential Property Use Category based on an analysis of each parcel's use. The fair apportionment concepts in the methodology provided within this Assessment Memorandum require an identification of the calls for service to these properties and, therefore, their respective costs. In the event that a policy decision is made to exempt these properties, the proportional assessed costs allocated to such exemptions must be funded from other legally available sources because the financial burden of such exemption cannot be apportioned to non-exempt parcels.

## NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and, therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls. Further, even if such calls did affect the cost of the department's

operations, there are sufficient non-assessment revenues available to offset any impact upon the budget.

## EXTENSION OF RATES

To accurately calculate the rates for this fiscal year, Anser apportioned the assessable cost amongst properties using a particular methodology as detailed in this memorandum. In order to ensure that the special assessment program is not compromised, the person/persons that prepare the assessment roll and extend the rates to particular properties should do so in the same manner as the rates were calculated in this memorandum. Failure to do so may result in inconsistencies between the methodology used to calculate rates for a specific property and the rates that a specific property is billed.

# Appendix A

SITUATION FOUND CODES AND DESCRIPTIONS

| Situation Found | Situation Found Description | Type |
|---|---|---|
| 100 | Fire, Other | Non-EMS |
| 111 | Building Fire | Non-EMS |
| 113 | Cooking fire, confined to a container | Non-EMS |
| 114 | Chimney or flue fire, confined to chimney or flue | Non-EMS |
| 118 | Trash or rubbish fire, contained | Non-EMS |
| 122 | Fire in mobile home, camper, recreational vehicle | Non-EMS |
| 130 | Mobile property (vehicle) fire, other | Non-EMS |
| 131 | Passenger vehicle fire | Non-EMS |
| 132 | Road freight or transport vehicle fire | Non-EMS |
| 134 | Water vehicle fire | Non-EMS |
| 138 | Off Road vehicle or heavy equipment fire | Non-EMS |
| 142 | Brush, or brush and grass mixture fire | Non-EMS |
| 143 | Grass fire | Non-EMS |
| 150 | Outside rubbish fire, other | Non-EMS |
| 151 | Outside rubbish, trash or waste fire | Non-EMS |
| 154 | Dumpster or other outside trash receptacle fire | Non-EMS |
| 160 | Special outside fire, other | Non-EMS |
| 162 | Outside equipment fire | Non-EMS |
| 220 | Overpressure rupture from air or gas, other | Non-EMS |
| 240 | Explosion (no fire), other | Non-EMS |
| 311 | Medical assist, assist EMS crew | EMS |
| 320 | Allergic reaction | EMS |
| 321 | EMS call, excluding vehicle accident with injury | EMS |
| 322 | Vehicle accident with injuries | EMS |
| 323 | Motor vehicle/pedestrian accident (MV Ped) | EMS |
| 324 | Motor Vehicle Accident, No Injuries | EMS |
| 331 | Lock-in (if lock out, use 511) | Non-EMS |
| 341 | Search for person on land | Non-EMS |
| 350 | Extrication, rescue, other | Non-EMS |
| 352 | Extrication of victim(s) from vehicle | Non-EMS |
| 353 | Removal of victim(s) from stalled elevator | Non-EMS |
| 355 | Confined space rescue | Non-EMS |
| 356 | High angle rescue | Non-EMS |
| 360 | Water & ice related rescue, other | Non-EMS |
| 361 | Swimming/recreational water areas rescue | Non-EMS |
| 381 | Rescue or EMS standby | EMS |
| 410 | Flammable gas or liquid condition, other | Non-EMS |
| 411 | Gasoline or other flammable liquid spill | Non-EMS |
| 412 | Gas leak | Non-EMS |
| 420 | Toxic condition, other | Non-EMS |
| 421 | Chemical hazard ( no spill or leak ) | Non-EMS |
| 423 | Refrigeration leak | Non-EMS |
| 424 | Carbon monoxide incident | Non-EMS |
| 440 | Electrical wiring/equipment problem, other | Non-EMS |
| 441 | Heat from short circuit (wiring), defective/worn | Non-EMS |
| 442 | Overheated motor | Non-EMS |
| 444 | Power line down | Non-EMS |
| 445 | Arcing, shorted electrical equipment | Non-EMS |
| 461 | Building or structure weakened or collapsed | Non-EMS |
| 482 | Threat to burn | Non-EMS |
| 500 | Service call, other | Non-EMS |

| Situation Found | Situation Found Description | Type |
|---|---|---|
| 511 | Lock-out | Non-EMS |
| 512 | Ring or jewelry removal | Non-EMS |
| 520 | Water problem, other | Non-EMS |
| 522 | Water or steam leak | Non-EMS |
| 531 | Smoke or odor removal | Non-EMS |
| 540 | Animal problem, other | Non-EMS |
| 541 | Animal problem | Non-EMS |
| 542 | Animal rescue | Non-EMS |
| 550 | Public service assistance, other | Non-EMS |
| 551 | Assist police or other governmental agency | Non-EMS |
| 552 | Police matter | Non-EMS |
| 553 | Public service | Non-EMS |
| 554 | Assist invalid | Non-EMS |
| 555 | Defective elevator | Non-EMS |
| 561 | Unauthorized burning | Non-EMS |
| 600 | Good intent call, other | Non-EMS |
| 611 | Dispatched & canceled en route | Non-EMS |
| 621 | Wrong location | Non-EMS |
| 622 | No incident found upon arrival | Non-EMS |
| 650 | Steam, other gas mistaken for smoke, other | Non-EMS |
| 651 | Smoke scare, odor of smoke | Non-EMS |
| 652 | Steam, vapor, fog or dust thought to be smoke | Non-EMS |
| 653 | Barbecue, tar kettle | Non-EMS |
| 671 | Hazmat release investigation w/no hazmat | Non-EMS |
| 700 | False alarm or false call, other | Non-EMS |
| 710 | Malicious, mischievous false call, other | Non-EMS |
| 711 | Municipal alarm system, malicious false alarm | Non-EMS |
| 714 | Central station, malicious false alarm | Non-EMS |
| 715 | Local alarm system, malicious false alarm | Non-EMS |
| 721 | Bomb scare - no bomb | Non-EMS |
| 730 | System malfunction | Non-EMS |
| 731 | Sprinkler activation due to malfunction | Non-EMS |
| 733 | Smoke detector activation due to malfunction | Non-EMS |
| 734 | Heat detector activation due to malfunction | Non-EMS |
| 735 | Alarm system sounded due to malfunction | Non-EMS |
| 736 | CO detector activation due to malfunction | Non-EMS |
| 740 | Unintentional transmission of alarm, other | Non-EMS |
| 741 | Sprinkler activation, no fire - unintentional | Non-EMS |
| 743 | Smoke detector activation, no fire - unintentional | Non-EMS |
| 744 | Detector activation, no fire - unintentional | Non-EMS |
| 745 | Alarm system sounded, no fire - unintentional | Non-EMS |
| 746 | Carbon monoxide detector activation, no CO | Non-EMS |
| 800 | Severe weather or natural disaster, other | Non-EMS |
| 814 | Lightning strike (no fire) | Non-EMS |

# Appendix B

FIXED PROPERTY USE CODES AND DESCRIPTIONS

| Fixed Property Use | Fixed Property Use Description | Category |
|---|---|---|
| 100 | UNKNOWN OTHER | NON-SPECIFIC |
| 110 | FIXED USE RECREATION, OTHER | COMMERCIAL |
| 113 | AMUSEMENT CENTER | COMMERCIAL |
| 116 | SWIMMING FACILITY | COMMERCIAL |
| 120 | VARIABLE USE AMUSEMENT/RECREATION | COMMERCIAL |
| 121 | BALLROOM,GYMNASIUM | COMMERCIAL |
| 123 | ARENA/STADIUM | COMMERCIAL |
| 124 | PLAYGROUND | COMMERCIAL |
| 129 | AMUSEMENT CENTER INDOOR/OUTDOOR | COMMERCIAL |
| 130 | PLACES OF WORSHIP,CHURCH,FUNERAL PARLOR | INSTITUTIONAL |
| 131 | CHURCH/CHAPEL | INSTITUTIONAL |
| 134 | FUNERAL PARLOR/CHAPEL | INSTITUTIONAL |
| 140 | CLUBS, OTHER | COMMERCIAL |
| 141 | ATHLETIC CLUB/YMCA | INSTITUTIONAL |
| 142 | CLUB HOUSE | COMMERCIAL |
| 150 | PUBLIC, GOVT, OTHER | INSTITUTIONAL |
| 151 | LIBRARY | INSTITUTIONAL |
| 161 | RESTAURANT | COMMERCIAL |
| 162 | NIGHTCLUB | COMMERCIAL |
| 173 | BUS TERMINAL | COMMERCIAL |
| 200 | EDUCATIONAL PROPERTY OTHER | INSTITUTIONAL |
| 210 | SCHOOLS NON-ADULT OTHER | INSTITUTIONAL |
| 211 | PRE-SCHOOL | INSTITUTIONAL |
| 213 | ELEMENTARY SCHOOL | INSTITUTIONAL |
| 215 | HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL | INSTITUTIONAL |
| 241 | COLLEGE/UNIVERSITY | INSTITUTIONAL |
| 254 | DAY CARE-IN COMMERCIAL PROPERTY | COMMERCIAL |
| 300 | HEALTHCARE/DETENTION OTHER | INSTITUTIONAL |
| 311 | CARE OF THE AGED/NURSING STAFF | INSTITUTIONAL |
| 321 | MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY | INSTITUTIONAL |
| 322 | ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER | INSTITUTIONAL |
| 323 | ASYLUM/MENTAL INSTITUTION | INSTITUTIONAL |
| 331 | HOSPITAL-MEDICAL/PSYCHIATRIC | INSTITUTIONAL |
| 340 | CLINICS, OTHER | INSTITUTIONAL |
| 341 | CLINIC, CLINIC-TYPE INFIRMARY | INSTITUTIONAL |
| 342 | DOCTOR/DENTIST/SURGEONS OFFICE | COMMERCIAL |
| 343 | HEMODIALYSIS UNIT | INSTITUTIONAL |
| 361 | JAIL/PRISON - NOT JUVENILE | INSTITUTIONAL |
| 363 | REFORMATORY, JUVENILE DETENTION CENTER | INSTITUTIONAL |
| 365 | POLICE STATION | INSTITUTIONAL |
| 400 | RESIDENTIAL OTHER | RESIDENTIAL |
| 419 | ONE- AND TWO-FAMILY DWELLING | RESIDENTIAL |
| 429 | MULTI-FAMILY DWELLINGS | RESIDENTIAL |
| 439 | ROOMING, BOARDING, RESIDENTIAL HOTELS | COMMERCIAL |
| 449 | HOTELS, MOTELS, INNS, LODGES | COMMERCIAL |
| 459 | RESIDENTIAL BOARD AND CARE | INSTITUTIONAL |
| 500 | MERCANTILE PROPERTIES OTHER | COMMERCIAL |
| 511 | CONVENIENCE STORE | COMMERCIAL |
| 519 | FOOD, BEVERAGE SALES, GROCERY STORE | COMMERCIAL |
| 529 | TEXTILE, WEARING APPAREL SALES | COMMERCIAL |
| 539 | HOUSEHOLD GOODS SALES, REPAIRS | COMMERCIAL |

| Fixed Property Use | Fixed Property Use Description | Category |
|---|---|---|
| 549 | SPECIALTY SHOPS | COMMERCIAL |
| 557 | BARBER, BEAUTY SHOP, PERSONAL SERVICES | COMMERCIAL |
| 559 | RECREATIONAL, HOBBY,HOME SALES, PET STORE | COMMERCIAL |
| 564 | SELF-SERVICE LAUNDRY/DRY CLEANING | COMMERCIAL |
| 569 | PROFESSIONAL SUPPLIES | COMMERCIAL |
| 571 | SERVICE STATION | COMMERCIAL |
| 579 | MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS | COMMERCIAL |
| 580 | GENERAL ITEM STORES, OTHER | COMMERCIAL |
| 581 | DEPARTMENT STORE | COMMERCIAL |
| 592 | BANK W/FIRST STORY BANKING FACILITY | COMMERCIAL |
| 593 | MEDICAL, RESEARCH, SCIENTIFIC OFFICE | COMMERCIAL |
| 596 | POST OFFICE OR MAILING FORMS | INSTITUTIONAL |
| 599 | BUSINESS OFFICES | COMMERCIAL |
| 644 | GAS DISTRIBUTION SYSTEM, PIPELINE | INDUSTRIAL/WAREHOUSE |
| 669 | FOREST, TIMBERLAND | AGRICULTURAL LAND |
| 700 | MANUFACTURING PROPERTY, PROCESSING | INDUSTRIAL/WAREHOUSE |
| 800 | STORAGE PROPERTY OTHER | INDUSTRIAL/WAREHOUSE |
| 807 | OUTSIDE MATERIAL STORAGE AREA | NON-SPECIFIC |
| 839 | REFRIGERATED STORAGE | INDUSTRIAL/WAREHOUSE |
| 880 | VEHICLE STORAGE; OTHER | INDUSTRIAL/WAREHOUSE |
| 882 | GENERAL VEHICLE PARKING GARAGE | INDUSTRIAL/WAREHOUSE |
| 888 | FIRE STATIONS | INSTITUTIONAL |
| 891 | GENERAL WAREHOUSE | INDUSTRIAL/WAREHOUSE |
| 899 | RESIDENTIAL OR SELF STORAGE UNITS | INDUSTRIAL/WAREHOUSE |
| 900 | OUTSIDE, SPECIAL PROPERTIES; OTHER | NON-SPECIFIC |
| 931 | OPEN LAND, FIELD | VACANT LAND |
| 935 | CAMPSITE WITH UTILITIES | COMMERCIAL |
| 936 | VACANT LOT | VACANT LAND |
| 938 | GRADED AND CARED FOR PLOTS OF LAND | AGRICULTURAL LAND |
| 940 | WATER AREAS, OTHER | NON-SPECIFIC |
| 946 | LAKE/RIVER/STREAM | NON-SPECIFIC |
| 951 | RAILROAD RIGHT OF WAY | NON-SPECIFIC |
| 960 | STREET, OTHER | NON-SPECIFIC |
| 961 | DIVIDED HIGHWAY, HIGHWAY | NON-SPECIFIC |
| 962 | PAVED PUBLIC STREET, RESIDENTIAL | NON-SPECIFIC |
| 963 | PAVED PRIVATE STREET, COMMERCIAL | NON-SPECIFIC |
| 965 | UNCOVERED PARKING AREA | NON-SPECIFIC |
| 972 | AIRCRAFT RUNWAY | COMMERCIAL |
| 981 | CONSTRUCTION SITE | NON-SPECIFIC |
| UUU | UNDETERMINED | NON-SPECIFIC |



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# CITY OF OAKLAND PARK
## FIRE ASSESSMENT PROGRAM UPDATE

## PROJECT STATUS

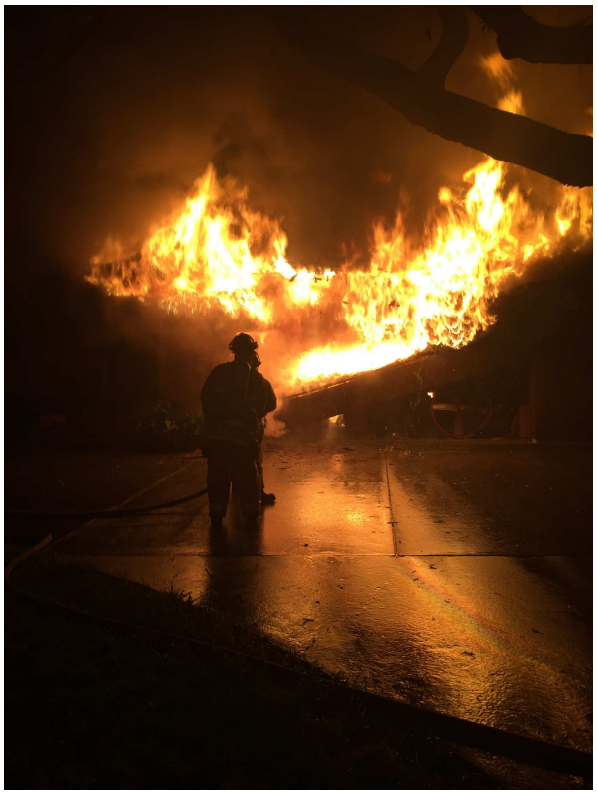
MAY 15, 2024

# WHAT IS A FIRE ASSESSMENT?

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- **A charge imposed against real property to pay for fire services provided by the local government.**
  - Fire services include:
    - Fire suppression
    - Hazmat response
    - Fire prevention
    - Emergency response and disaster preparedness
    - Fire safety education
  - Does not include EMS-type services above the level of first responder
  - Not a tax

- **Oakland Park's Fire Assessment Program began in FY 2001**



# BACKGROUND

- **Case Law Requirements**
  1. Special benefit to property – fire services only
  2. Fair and reasonable apportionment among property classes

- **Court Approved Historical Demand Methodology**
  - Historical demand is the driving factor
  - Most widely adopted and prevalent methodology in the state

# SUMMARY

- The weighted call demand for residential and industrial/warehouse properties has increased, commercial and institutional have decreased.
- The City's total assessable costs for Fire-Rescue have increased from $7.75m in FY 21 to $10.24m, a $2.49m or 32% increase.
- Maintaining the historical recovery rate (91%) of assessable costs would result in a residential rate increase to $402, an increase of $126 (46%), and would generate approximately $11.08m after exemptions, an estimated increase of $3.35m.
- Assessable costs not funded through the fire assessment are funded through property tax and other legally available revenues.
- Potential option to reduce the exemption of institutional, tax-exempt properties from 100% exempt to 50% exempt.

# CURRENT FIRE ASSESSMENT RATES

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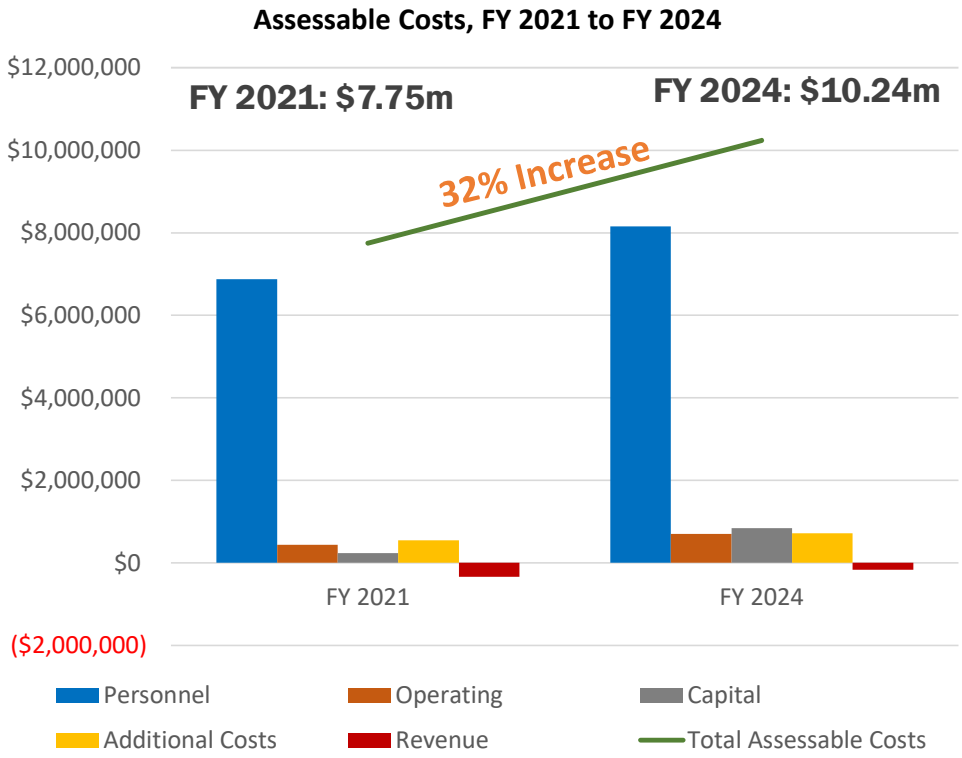
- **Last study implemented in 2021**
  - Increased residential from $199 to $251
  - Was 15th lowest in Broward County
  - Broward County average was $305.92
  - Rates implemented at about 91% assessable costs – same as prior studies
- **FY 2024 rates**
  - Residential rate increased to $276
  - Was 20th lowest in Broward County
  - Broward County average in last year was about $350.25
- **Net Assessment Revenue is approximately $7.73 million**

| RESIDENTIAL PROPERTY USE CATEGORIES | Rate Per Dwelling Unit | | |
|---|---|---|---|
| Residential | $276 | | |
| **NON-RESIDENTIAL PROPERTY USE CATEGORIES** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| ≤ 1,999 | $405 | $47 | $674 |
| 2,000 - 3,499 | $810 | $94 | $1,347 |
| 3,500 - 4,999 | $1,416 | $164 | $2,357 |
| 5,000 - 9,999 | $2,023 | $234 | $3,367 |
| 10,000 - 19,999 | $4,046 | $467 | $6,733 |
| 20,000 - 29,999 | $8,091 | $933 | $13,466 |
| 30,000 - 39,999 | $12,137 | $1,400 | $20,198 |
| 40,000 - 49,999 | $16,182 | $1,866 | $26,931 |
| 50,000 - 59,999 | $20,228 | $2,333 | $33,664 |
| 60,000 - 69,999 | $24,273 | $2,799 | $40,396 |
| 70,000 - 79,999 | $28,319 | $3,266 | $47,129 |
| 80,000 - 89,999 | $32,364 | $3,732 | $53,862 |
| 90,000 - 99,999 | $36,410 | $4,199 | $60,594 |
| ≥ 100,000 | $40,455 | $4,665 | $67,327 |

**Certified Revenue - $7,734,681**

# ASSESSABLE COSTS FROM PRIOR STUDY

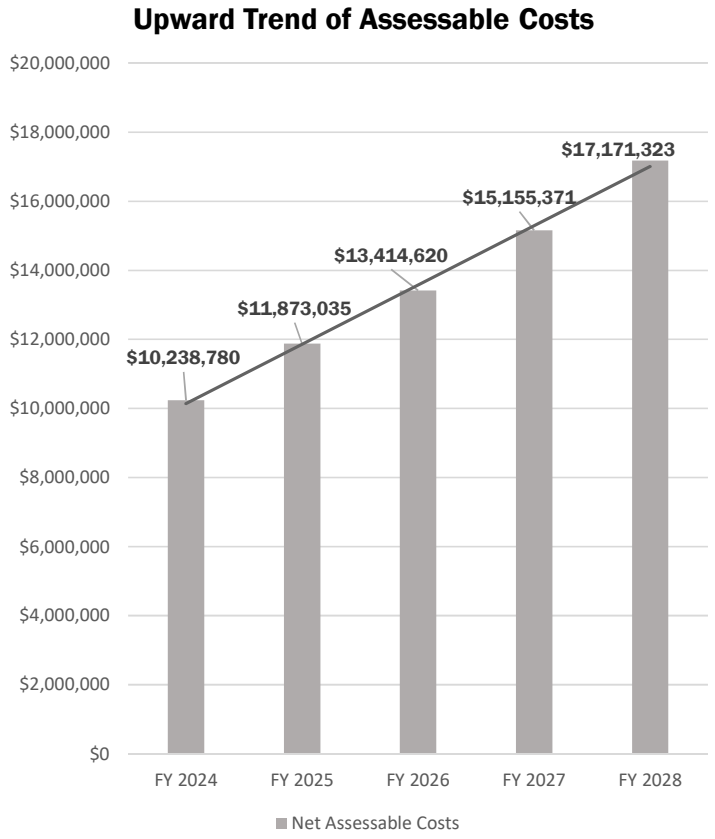
- **Assessable costs exclude EMS and non-fire suppression costs**
- **Assessable Costs have increased from $7.75m in FY 2021 to $10.24m in FY2024 (32% or $2.49m increase)**
  - Personnel costs have increased by approx. 19%, or $1.28m, due to increases in compensation and retirement benefits
  - Operating costs have increased by approx. 59%, or $260k
  - Capital, including debt service, costs have increase by over double due to timing on apparatus
  - Decreases in offsetting revenues (grants)



# ASSESSABLE COSTS

## (Fiscal Year 2024 through 2028 & 5-Year Average)

| Category | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | 5-Yr Average |
|---|---|---|---|---|---|---|
| Personnel | $8,151,071 | $9,739,741 | $11,108,307 | $12,693,506 | $14,532,957 | $11,245,116 |
| Operating | $699,609 | $734,589 | $771,319 | $809,885 | $850,379 | $773,156 |
| Capital Outlay | $73,000 | $58,824 | $61,765 | $64,853 | $68,096 | $65,307 |
| Total Debt Service | $765,916 | $660,298 | $693,313 | $693,313 | $693,313 | $722,376 |
| Additional Costs | $716,715 | $831,112 | $939,023 | $1,060,876 | $1,201,993 | $949,944 |
| **Gross Assessable Costs** | **$10,406,310** | **$12,024,564** | **$13,573,726** | **$15,322,432** | **$17,346,737** | **$13,755,900** |
| | | | | | | |
| Non-Assessment Revenues | $167,529 | $151,529 | $159,106 | $167,061 | $175,414 | $164,128 |
| **Net Assessable Costs** | **$10,238,780** | **$11,873,035** | **$13,414,620** | **$15,155,371** | **$17,171,323** | **$13,591,772** |

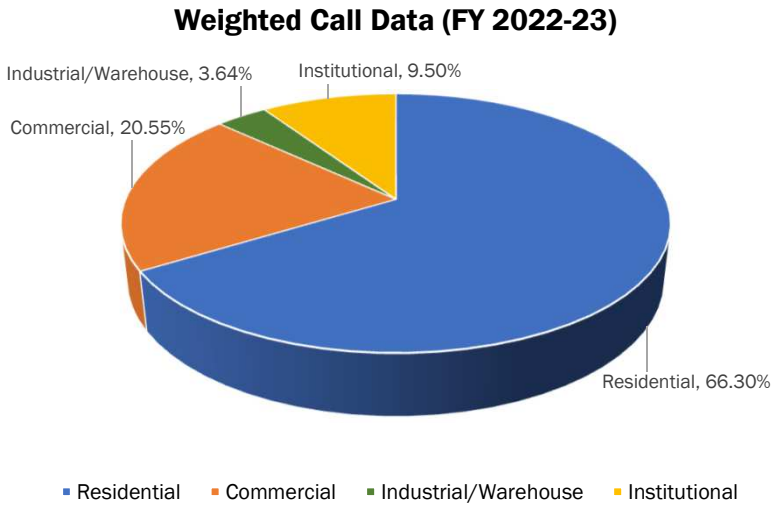


# COST APPORTIONMENT

- **Residential and Industrial/Warehouse demand has increased**
- **Commercial and Institutional demand has decreased**

| | Prior Study* | | Current Updated Study | | |
|---|---|---|---|---|---|
| | Number of Weighted Calls | Percentage of Weighted Calls | Number of Weighted Calls | Percentage of Weighted Calls | 5-yr Average Assessable Cost Allocation |
| Residential | 870.00 | 63.71% | 1,135.00 | 66.30% | $8,997,816 |
| Commercial | 297.68 | 21.80% | 351.81 | 20.55% | $2,789,018 |
| Industrial/Warehouse | 38.24 | 2.80% | 62.39 | 3.64% | $494,570 |
| Institutional | 159.70 | 11.69% | 162.62 | 9.50% | $1,289,222 |
| **Total** | **1,365.62** | **100.00%** | **1,711.82** | **100.00%** | **$13,570,626** |

*Prior Study Data Included for Comparison Purposes Only



# PRELIMINARY ASSESSMENT RATES

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**Maximum Assessment Rates* based on 100% of the 5-yr Average Assessable Budget**

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $441 | | | |
| **Non-Residential Property Use Categories** | **Building Classification (in square foot ranges)** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| | ≤ 1,999 | $655 | $136 | $684 |
| | 2,000 - 3,499 | $1,310 | $271 | $1,367 |
| | 3,500 - 4,999 | $2,293 | $474 | $2,391 |
| | 5,000 - 9,999 | $3,275 | $677 | $3,416 |
| | 10,000 - 19,999 | $6,550 | $1,353 | $6,831 |
| | 20,000 - 29,999 | $13,099 | $2,705 | $13,661 |
| | 30,000 - 39,999 | $19,648 | $4,057 | $20,491 |
| | 40,000 - 49,999 | $26,198 | $5,409 | $27,322 |
| | 50,000 - 59,999 | $32,747 | $6,761 | $34,152 |
| | 60,000 - 69,999 | $39,296 | $8,113 | $40,982 |
| | 70,000 - 79,999 | $45,846 | $9,465 | $47,813 |
| | 80,000 - 89,999 | $52,395 | $10,817 | $54,643 |
| | 90,000 - 99,999 | $58,944 | $12,169 | $61,473 |
| | ≥ 100,000 | $65,493 | $13,521 | $68,304 |

**Estimated Gross Revenue: $13,570,626; Estimated Exempt Buy-down: $1,394,315; Estimated Net Revenue: $12,176,311.

**Changes by Property Use Category**

Residential: 60% increase ($165)
Commercial: 62% increase
Industrial: 190% increase
Institutional: 2% increase

***This scenario reflects the upper limit of the fire assessment based on the updated study.**

# PRELIMINARY ASSESSMENT RATES

ANSER ADVISORY

**Assessment Rates based on 91% of the 5-yr Average Assessable Budget***

| Residential Property Use Categories | Rate Per Dwelling Unit | | | |
|---|---|---|---|---|
| Dwelling Unit | $402 | | | |
| **Non-Residential Property Use Categories** | **Building Classification (in square foot ranges)** | **Commercial** | **Industrial/ Warehouse** | **Institutional** |
| | ≤ 1,999 | $596 | $124 | $622 |
| | 2,000 - 3,499 | $1,192 | $247 | $1,244 |
| | 3,500 - 4,999 | $2,086 | $431 | $2,176 |
| | 5,000 - 9,999 | $2,980 | $616 | $3,108 |
| | 10,000 - 19,999 | $5,960 | $1,231 | $6,216 |
| | 20,000 - 29,999 | $11,920 | $2,461 | $12,432 |
| | 30,000 - 39,999 | $17,880 | $3,692 | $18,647 |
| | 40,000 - 49,999 | $23,840 | $4,922 | $24,863 |
| | 50,000 - 59,999 | $29,800 | $6,152 | $31,078 |
| | 60,000 - 69,999 | $35,760 | $7,383 | $37,294 |
| | 70,000 - 79,999 | $41,720 | $8,613 | $43,510 |
| | 80,000 - 89,999 | $47,679 | $9,843 | $49,725 |
| | 90,000 - 99,999 | $53,639 | $11,074 | $55,941 |
| | ≥ 100,000 | $59,599 | $12,304 | $62,156 |

**Estimated Gross Revenue: $12,349,270; Estimated Exempt Buy-down: $1,268,827; **Estimated Net Revenue: $11,080,433**.

**Changes by Property Use Category**

Residential: 46% increase ($126)
Commercial: 47% increase
Industrial: 164% increase
Institutional: 8% decrease

***This scenario reflects maintaining the level of cost recovery from the previous study (approx. 91%).**

# EXEMPTIONS

- **Current exemptions:**
  - Government-owned properties (considered exempt under State law)
  - Institutional properties determined by the Property Appraiser to be wholly exempted from property tax
  - Low-Income Senior Exemption
  - Total/Permanent Disabled Persons/Veterans/First Responders Full Property Tax Exemption
- **Option to reduce Institutional, tax-exempt property exemption**
  - Currently exempted at 100% of assessment fees
  - Option to reduce exemption to 50%

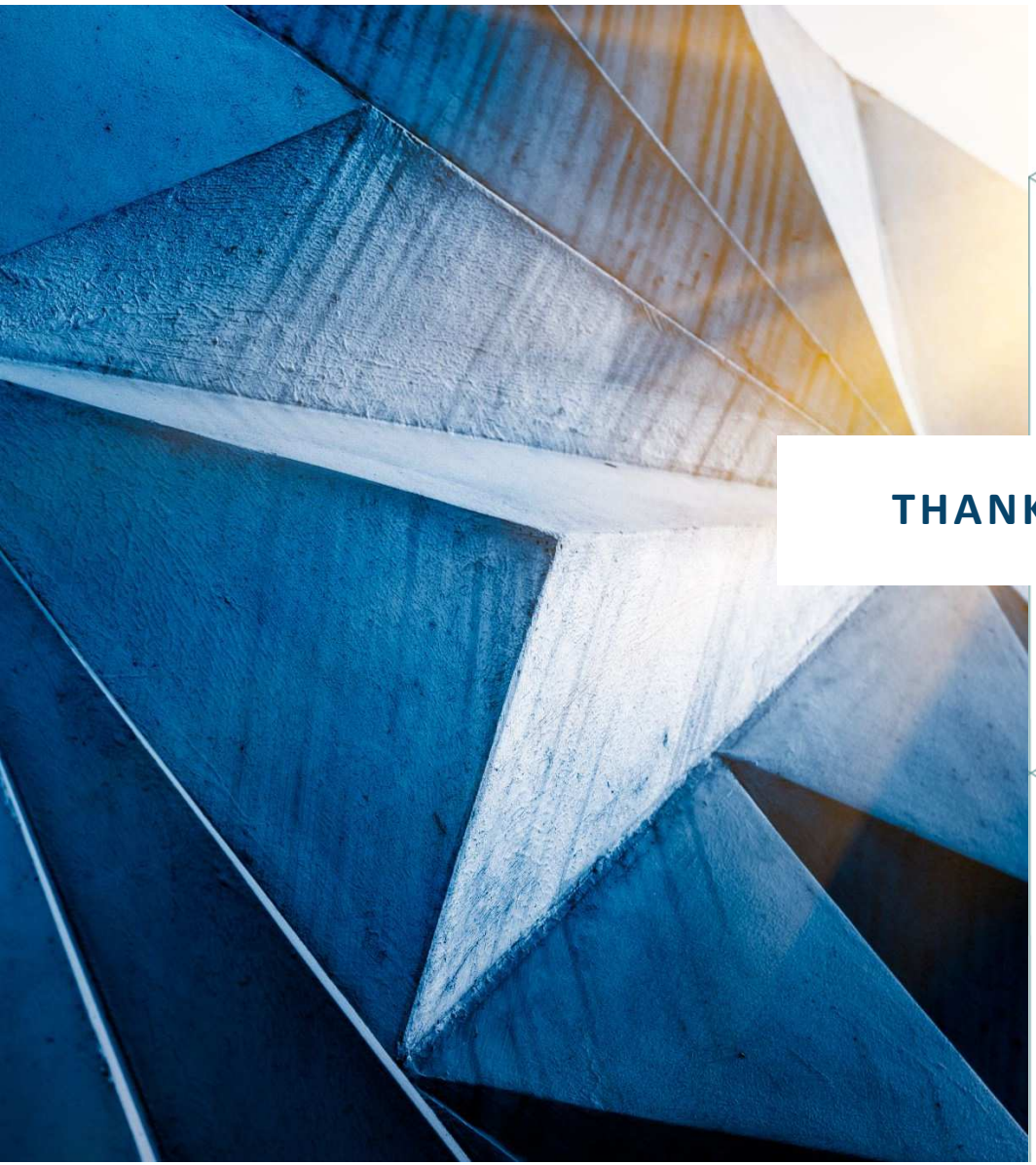
| | Current 100% Exemption | | Potential 50% Exemption | |
|---|---|---|---|---|
| **Financial Classification** | **100% 5-Year Average** | **91% 5-Year Average** | **100% 5-Year Average** | **91% 5-Year Average** |
| Estimated Gross Revenue | $13,593,364 | $12,349,270 | $13,593,364 | $12,349,270 |
| Estimated Buy-down for Institutional, Tax-Exempt | $276,730 | $247,070 | $135,753 | $123,535 |
| Estimated Buy-down for Governmental, Tax-Exempt | $790,638 | $705,785 | $790,638 | $705,785 |
| Estimated Buy-down for Exempted Residential | $350,556 | $315,972 | $350,556 | $315,972 |
| **Estimated Net Revenue Generated** | **$12,175,440** | **$11,080,443** | **$12,312,063** | **$11,203,978** |

# RECOMMENDATION

- The weighted call demand for residential and industrial/warehouse properties has increased, commercial and institutional have decreased.
- The City's total assessable costs for Fire-Rescue have increased from $7.75m in FY 21 to $10.24m, a $2.49m or 32% increase.
- Maintaining the historical recovery rate (91%) of assessable costs would result in a residential rate increase to $402, an increase of $126 (46%), and would generate approximately $11.08m after exemptions, an estimated increase of $3.35m.

# NEXT STEPS

- July 17 - FY 2025 preliminary assessment rates adopted
- August 24 – Preliminary rates included in “Truth-in-Millage” (TRIM) Notice of Proposed Taxes distributed to property owners by BCPA
- September 12 – Special Commission Meeting, Public Hearing on Final FY 2025 rates



# THANK YOU

ANSER ADVISORY

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 9

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Rhea Rivera, CGFM<br>Director, Financial Services | **DEPARTMENT HEAD APPROVAL:** | FINANCIAL SERVICES |

**SUBJECT:** Adoption of Preliminary Residential Rate - Solid Waste Assessment

## 1. BACKGROUND/HISTORY

**Issue Statement**: A preliminary residential solid waste assessment rate must be adopted by the Commission to be provided to the County Property Appraiser by August 4, 2026.

The ordinance establishing this program requires a preliminary rate resolution and an annual rate resolution be adopted during the budget process each fiscal year. This agenda item is for the preliminary rate resolution.

**Recommended Action**: The City Commission adopt a resolution establishing a preliminary FY 2027 residential solid waste assessment rate of $344 per residence and setting 6:00 pm on Monday, September 14, 2026, in the City Commission Chambers at City Hall as the time, date, and place for a public hearing in regard to the adoption of the final FY 26 residential solid waste assessment rate.

The City Commission established a Solid Waste Collection and Recycling Services Assessment Program in FY 06. This program applied initially to residences in the areas annexed in 2005 – North Andrews Gardens, Twin Lakes South and the Sartori Area. Prior to annexation, these residents had been charged by the County for this service with a non-ad valorem assessment on their annual property tax bills, and the City chose to continue this practice. In 2010, staff proposed that the residential solid waste assessment concept be expanded to the remainder of the City. The City Commission approved this recommendation and provided direction to proceed with the expansion of this program. As a result, for FY 11 and going forward, the program was expanded to all residences citywide having less than five dwelling units. The ordinance establishing this program requires a preliminary rate resolution and an annual rate resolution be adopted during the budget process each fiscal year. This agenda item is for the preliminary rate resolution.

In FY 2012, the residential solid waste rate was $300 per residence and was reduced to $255 in FY 2013. In fiscal year 2014, the annual residential solid waste cart service assessment rate was further reduced to $205, a reduction of 19.6%. Similar reductions were made for commercial accounts, which are billed monthly by the City rather than through an assessment.

A comprehensive review of the City's solid waste operations, including an analysis of service rates charged to residents and commercial customers was presented by Kessler Consulting in 2017. The analysis showed that the earlier rate reductions were not sustainable. The firm recommended that the City consider potential operational changes to reduce expenses in addition to commercial and residential rate adjustments to maintain a healthy and self-sustaining Solid Waste Fund. As part of the study, the Firm performed a number of rate scenario forecasts. These projections demonstrate that the major reductions to the rate structure were not sustainable into the near-future and that the fund would exhaust reserves almost completely in 2021. Based on this study, the City approved a series of rate increases to the residential and commercial rates.

In FY 22, an update to the rate assessment study was made by the same Firm, Kessler Consulting. The study concluded with the presentation made to the City Commission on June 15, 2022. Similar to the previous studies, the Firm performed a number of rate scenario forecast to see where the fund can be more sustainable into the future. The study showed that additional rate adjustments would be needed to match growing operational costs. In response to the major increased cost in tipping fees for regular solid waste and bulk trash, the rate of $340 per residential unit was adopted for FY 25 and was maintained for FY 2026.

## 2. CURRENT ACTIVITY

The most recent Solid Waste Rate Study was completed by Kessler Consulting and was presented to the City Commission on June 17, 2026. The study reviewed current and projected solid waste fund operations, including operating costs, disposal costs, personnel costs, fleet replacement needs, and reserve levels. While the study presentation included a scenario with no increase to the residential solid waste assessment, management recommends a modest adjustment for FY 2027 to better support the long-term financial sustainability of the fund. The recommended $4 increase would bring the residential solid waste assessment from $340 to $344 per residential unit.

A copy of the Kessler Consulting presentation is attached for reference.

**For FY 2027, it is recommended that the residential solid waste cart service assessment rate of $344 be adopted. This is an increase of $4 or about 1.2% over the current rate.**

For twelve years (2010 to 2023), the City's solid waste rates have remained well below

the 2010 level of $300, even as the operating costs and capital needs of the solid waste fund have increased over the years. The proposed rate of $344 remains below the current countywide average rate of $417.42 per residential unit.

For commercial solid waste service, a rate increase of twelve and a half percent (12.5%) is recommended. In the summer of 2024, an ordinance to change the rate setting to resolution was adopted by the City Commission during the final budget hearing in September 2024, thus commercial billing rates are set via resolution.

The proposed residential rate will appear on the TRIM notice mailed to all property owners in August. There will be a hearing in regard to the final adoption of this rate on September 14, 2026, to establish the final rate that will appear on the property tax bill to be mailed to all property owners at the beginning of November. At the time of the final hearing, a lower rate may be adopted by the Commission if it so chooses, but a higher rate can be adopted at that time only with significant effort and expense.

## 3. FINANCIAL IMPACT

The recommended assessment rate for residential cart service of $344 is expected to generate $3.75 million, net of prompt payment discount. The proposed rate is $4 more or about 1.2% higher than the current rate of $340, and is expected to generate an additional $44 thousand including discounts.

Solid waste costs are highly driven by three main factors: vehicle replacement, personnel costs, and disposal fees. Vehicle replacements are planned many years in advance, but changes to disposal fees can be subject to larger market forces, such as the decline in demand for recycling goods. Likewise, personnel costs are affected by changes in pension costs, the insurance market, and collective bargaining. As was noted in the Kessler study, additional increases in the rate structure will be needed in future years to ensure the fund has sufficient revenues to meet rising costs.

Commercial accounts will experience a 12.5% rate increase and the additional revenue from commercial accounts will help offset the increases in operating costs. Despite this commercial rate increase, the fund will require the use of $0.13 million in reserves to balance revenues and expenditures. Continued use of reserves will not be a feasible option in the future. Maintaining a healthy level of reserves for the fund is vital, as it absorbs the costs of hurricane and storm debris removal after emergency events. The commercial rates will be adopted by Resolution and will be included in the Fee Schedule Booklet that is part of the annual budget adoption process in September.

The updated Rate Study continues to identify vehicle replacement as a significant cost driver. The five-year vehicle replacement schedule included in the FY 2027 Recommended Budget includes five solid waste vehicles, with an average age of 13 years to be replaced in FY 2027. The estimated cost of these vehicles is $1.5 million. As an Enterprise Fund, it is critical that the City sets user rates to provide the financial

resources needed to operate this important service. Continued rate adjustments will be needed in subsequent budget years to maintain financial sustainability, matching operating revenues with operating expenses and providing resources for the replacement of solid waste trucks, including the potential issuance of debt in fiscal year 2027 to help fund fleet purchases.

## 4. RECOMMENDATION

The City Commission adopt a resolution establishing a preliminary FY 2027 residential solid waste assessment rate of $344 per residence and setting 6:00 pm on Monday, September 14, 2026, in the City Commission Chambers at City Hall as the time, date, and place for a public hearing in regard to the adoption of the final FY 27 residential solid waste assessment rate.

**ATTACHMENTS:**

Resolution
Kessler Consulting Presentation

# CITY OF OAKLAND PARK, FLORIDA

## PRELIMINARY SOLID WASTE RATE RESOLUTION

## RESOLUTION R-2026-XXX

## ADOPTED JULY 15, 2026

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**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY OF OAKLAND PARK, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLE MATERIALS AND BULK PICKUP SERVICES IN THE ASSESSMENT AREA CONSISTING OF THE ENTIRE LEGAL BOUNDARIES WITHIN THE CITY OF OAKLAND PARK, AS MAY BE AMENDED FROM TIME TO TIME; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF OAKLAND PARK, FLORIDA; ESTABLISHING THE SOLID WASTE COST AND THE ANNUAL SOLID WASTE SERVICE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission of the City of Oakland Park, Florida, has previously enacted Ordinance No. O-2005-024, which authorizes the imposition of an annual Solid Waste Service Assessments for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services, facilities or programs against certain Assessed Residential Property within the Assessment Area; and

**WHEREAS,** the re-imposition of a Solid Waste Service Assessment for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services, facilities and programs among residential parcels of Assessed Property located in the Assessment Area as listed in Exhibit "A" hereto attached is an equitable and efficient method of allocating and apportioning Solid Waste Costs; and

**WHEREAS,** because the City Commission intends to continue funding Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services in the Assessment Area through the imposition of special assessments, the City Commission hereby re-imposes an

annual Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal assessment program for the Assessment Area as listed in Exhibit "A" hereto attached, all of which are within the legal boundaries of the City of Oakland Park. The method of assessment will be accomplished using the tax bill collection method for the Fiscal Year beginning on October 1, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, AS FOLLOWS:**

**SECTION 1. INCORPORATION AND MERGER.** Findings and assumptions of the Whereas provisions stated above are hereby deemed to be material provisions of the Resolution. They are hereby incorporated herein as valid, true and correct.

**SECTION 2. AUTHORITY.** This resolution is adopted pursuant to the provisions of the Solid Waste Service Assessment Ordinance (Ordinance No. O-2005-024) (the "Ordinance"); the Initial Assessment Resolution (Resolution No. R-2005-098); the Final Assessment Resolution (Resolution No. R-2005-122); sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

**SECTION 3. PURPOSE AND DEFINITIONS.**

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance; it initiates the annual process for updating the Assessment Roll and directs the re-imposition of the Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2026.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Preliminary Rate Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**"Assessment Area"** means that area, as described in Appendix A hereto that specially benefit from the provision of Solid Waste, Recyclable Materials and Bulk Pickup services, facilities, and programs.

**"Tax Parcel"** means a parcel of property located within the City to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**SECTION 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.** The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution are affirmed and incorporated herein by reference.

**SECTION 5. SOLID WASTE, RECYCLABLE MATERIALS AND BULK PICKUP COLLECTION AND DISPOSAL SERVICES.**

(A) Upon the re-imposition of Solid Waste Service Assessments for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal against Assessed Property located within the Assessment Area, the City shall cause Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services to be provided to such Assessed Property. Solid Waste Costs shall be paid from proceeds of the Solid Waste Service Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property shall be benefited by the City's provision of Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services, facilities and programs in an amount not less than the Solid Waste Service Assessment upon such parcel computed in the manner set forth in this Preliminary Assessment Resolution.

**SECTION 6. DETERMINATION OF SOLID WASTE COST; ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS.**

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year commencing October 1, 2026, is $3,907,496. The approval of this Preliminary Rate Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget for Solid Waste, Recyclable Materials and Bulk Pickup services and facilities shall be funded from available City revenue other than Solid Waste Service Assessments.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services, facilities and programs are imposed, the Solid Waste Cost shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. A rate of assessment equal to $344 for each Dwelling Unit identified in Exhibit “A” within the Assessment Area for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services is hereby approved for Fiscal Year 2027.

(C) The rate of the Solid Waste Service Assessments established in this Preliminary Rate Resolution shall be the rate applied by the City Manager in the preparation of the updated

Assessment Roll for the Fiscal Year commencing October 1, 2026, as provided in Section 7 of this Preliminary Rate Resolution.

**SECTION 7. ANNUAL ASSESSMENT ROLL.**

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2026, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Assessment Area conforming to the description contained on the Tax Roll, (2) the name and address of the owner of record of each parcel as shown on the Tax Roll, and (3) the amount of the Solid Waste Service Assessment for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services. The updated Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public. Such Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(B) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Assessed Property.

**SECTION 8. PUBLIC HEARING.** A public hearing will be conducted by the Commission for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners and (B) authorizing the re-

imposition of such Solid Waste Service Assessments for Solid Waste, Recyclable Materials and Bulk Pickup collection and disposal services on the same bill as ad valorem taxes. The City Manager is hereby authorized to establish the time, date and location of the hearing.

**SECTION 9. NOTICE BY PUBLICATION.** The City Clerk shall publish a notice, as required by Section 2.04 of the Ordinance, in substantially the form attached hereto as Appendix B. Such notice shall be published not later than August 24, 2026 in a newspaper generally circulated in the City.

**SECTION 10. NOTICE BY MAIL.**

(A) The City Clerk shall provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 2.05 of the Ordinance, in substantially the form attached hereto as Appendix C. Such notices shall be mailed not later than August 24, 2026.

(B) If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under section 200.069, Florida Statutes, also fulfills the requirements of paragraph (A) of this Section 10, then the separate mailing requirement described in paragraph (A) will be deemed to be fulfilled by the TRIM notice.

**SECTION 11. EFFECTIVE DATE.** This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

**PASSED, ADOPTED AND APPROVED** THIS 15th DAY OF JULY, 2006.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVE ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE SHROUT, CMC, CITY CLERK
(Corporate Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
D. J. DOODY, CITY ATTORNEY

## APPENDIX A

## ASSESSMENT AREA - REIMPOSITION

The Area for Re-imposition of the Assessment for Solid Waste, Recyclable Materials and Bulk Pickup services, facilities, and programs shall consist of the following properties located in the incorporated area of Oakland Park, Florida, as identified by the parcel identification number provided by the Broward County Property Appraiser:

| FOLIO_NUMBER | FOLIO_NUMBER | FOLIO_NUMBER | FOLIO_NUMBER | FOLIO_NUMBER | FOLIO_NUMBER |
|---|---|---|---|---|---|
| 494210010070 | 494221040020 | 494215033250 | 494223052120 | 494215011170 | 494222101220 |
| 494210010080 | 494221040030 | 494215033260 | 494223052130 | 494215011180 | 494222101230 |
| 494210010090 | 494221040040 | 494215033270 | 494223052160 | 494215011190 | 494222101240 |
| 494210010100 | 494221040050 | 494215033280 | 494223052170 | 494215011200 | 494222101250 |
| 494210010110 | 494221040060 | 494215033290 | 494223052171 | 494215011210 | 494222101260 |
| 494210010120 | 494221040070 | 494215033300 | 494223052180 | 494215011220 | 494222101270 |
| 494210010130 | 494221040080 | 494215033310 | 494223052181 | 494215011230 | 494222101280 |
| 494210010140 | 494221040090 | 494215033320 | 494223052190 | 494215011240 | 494222101290 |
| 494210010150 | 494221040100 | 494215033330 | 494223052191 | 494215011250 | 494222101300 |
| 494210010160 | 494221040110 | 494215033340 | 494223052200 | 494215011260 | 494222101310 |
| 494210010170 | 494221040120 | 494215033350 | 494223052201 | 494215011270 | 494222101320 |
| 494210010180 | 494221040130 | 494215033360 | 494223052210 | 494215011280 | 494222101330 |
| 494210010190 | 494221040140 | 494215033370 | 494223052220 | 494215011290 | 494222101331 |
| 494210010200 | 494221040150 | 494215033380 | 494223052230 | 494215011300 | 494222101340 |
| 494210010210 | 494221040160 | 494215033390 | 494223052231 | 494215011320 | 494222101350 |
| 494210010220 | 494221040170 | 494215033400 | 494223052232 | 494215011330 | 494222101360 |
| 494210010230 | 494221040180 | 494215033410 | 494223052240 | 494215011340 | 494222110010 |
| 494210010240 | 494221040190 | 494215033420 | 494223052241 | 494215011350 | 494222110020 |
| 494210010250 | 494221040200 | 494215033430 | 494223052250 | 494215011360 | 494222110030 |
| 494210010320 | 494221040210 | 494215033440 | 494223052260 | 494215011370 | 494222110040 |
| 494210010330 | 494221040220 | 494215033450 | 494223052270 | 494215011380 | 494222110050 |
| 494210010340 | 494221040230 | 494215033460 | 494223052271 | 494215011390 | 494222110070 |
| 494210010350 | 494221040240 | 494215033470 | 494223052280 | 494215011400 | 494222110080 |
| 494210010360 | 494221040250 | 494215033480 | 494223052290 | 494215011410 | 494222110090 |
| 494210010370 | 494221040260 | 494215033490 | 494223052300 | 494215011420 | 494222110100 |
| 494210010380 | 494221040270 | 494215033500 | 494223052310 | 494215011430 | 494222110110 |
| 494210010420 | 494221040280 | 494215033510 | 494223052320 | 494215011440 | 494222110120 |
| 494210010421 | 494221040290 | 494215033520 | 494223052321 | 494215011450 | 494222110130 |
| 494210010431 | 494221040300 | 494215033530 | 494223052330 | 494215011460 | 494222110140 |
| 494210010440 | 494221040310 | 494215033540 | 494223052340 | 494215011470 | 494222110150 |
| 494210010450 | 494221040320 | 494215033550 | 494223052350 | 494215011480 | 494222110160 |
| 494210010451 | 494221040330 | 494215033560 | 494223052351 | 494215011490 | 494222110170 |
| 494210010460 | 494221040340 | 494215033570 | 494223052360 | 494215011510 | 494222110180 |
| 494210010470 | 494221040350 | 494215033580 | 494223052370 | 494215011520 | 494222110190 |
| 494210010480 | 494221040360 | 494215033590 | 494223052380 | 494215011530 | 494222110200 |
| 494210010490 | 494221040370 | 494215033600 | 494223052390 | 494215011540 | 494222110210 |

| | | | | | |
|---|---|---|---|---|---|
| 494210010500 | 494221040380 | 494215033610 | 494223052420 | 494215011550 | 494222110220 |
| 494210010510 | 494221040390 | 494215033620 | 494223052421 | 494215011560 | 494222110230 |
| 494210010520 | 494221040400 | 494215033630 | 494223052422 | 494215011570 | 494222110240 |
| 494210010530 | 494221040410 | 494215033640 | 494223052423 | 494215011580 | 494222110250 |
| 494210010540 | 494221040420 | 494215033650 | 494223052430 | 494215011590 | 494222110260 |
| 494210010550 | 494221040430 | 494215033660 | 494223052440 | 494215011600 | 494222120010 |
| 494210010560 | 494221040440 | 494215033670 | 494223052442 | 494215011610 | 494222120020 |
| 494210010570 | 494221040450 | 494215033680 | 494223052450 | 494215011620 | 494222120030 |
| 494210010580 | 494221040460 | 494215033690 | 494223052460 | 494215011630 | 494222120040 |
| 494210010590 | 494221040470 | 494215033700 | 494223052470 | 494215011640 | 494222120050 |
| 494210010600 | 494221040480 | 494215033710 | 494223052490 | 494215011650 | 494222120060 |
| 494210010610 | 494221040490 | 494215033720 | 494223052510 | 494215011660 | 494222120070 |
| 494210010611 | 494221050010 | 494215033730 | 494223052550 | 494215011670 | 494222120080 |
| 494210010620 | 494221050020 | 494215033740 | 494223052560 | 494215011680 | 494222120090 |
| 494210010631 | 494221050030 | 494215033750 | 494223052561 | 494215011690 | 494222130010 |
| 494210010670 | 494221050040 | 494215033760 | 494223052570 | 494215011700 | 494222130020 |
| 494210010680 | 494221050050 | 494215033770 | 494223052571 | 494215011710 | 494222130030 |
| 494210010681 | 494221050060 | 494215033780 | 494223052580 | 494215011720 | 494222130040 |
| 494210010690 | 494221050070 | 494215033790 | 494223052590 | 494215011730 | 494222130050 |
| 494210010700 | 494221050080 | 494215033800 | 494223052600 | 494215011740 | 494222130060 |
| 494210010701 | 494221050090 | 494215033810 | 494223052610 | 494215011750 | 494222130070 |
| 494210010720 | 494221050100 | 494215033820 | 494223052611 | 494215011760 | 494222130071 |
| 494210010721 | 494221050110 | 494215033830 | 494223052620 | 494215011770 | 494222130072 |
| 494210010730 | 494221050120 | 494215033840 | 494223052630 | 494215011780 | 494222130080 |
| 494210010740 | 494221050130 | 494215033850 | 494223052640 | 494215011790 | 494222130090 |
| 494210010750 | 494221050140 | 494215033860 | 494223052650 | 494215011800 | 494222130100 |
| 494210010760 | 494221050150 | 494215033870 | 494223052660 | 494215011810 | 494222130110 |
| 494210010770 | 494221050160 | 494215033880 | 494223052670 | 494215011820 | 494222130120 |
| 494210010780 | 494221050170 | 494215033890 | 494223052690 | 494215011830 | 494222130131 |
| 494210010790 | 494221050180 | 494215033900 | 494223052700 | 494215011840 | 494222130140 |
| 494210010800 | 494221050190 | 494215033930 | 494223052710 | 494215011850 | 494222130141 |
| 494210010810 | 494221050200 | 494215033940 | 494223052711 | 494215011860 | 494222130150 |
| 494210010820 | 494221050210 | 494215033950 | 494223052712 | 494215011870 | 494222130160 |
| 494210010830 | 494221050220 | 494215033960 | 494223052720 | 494215011880 | 494222150010 |
| 494210010831 | 494221050230 | 494215033970 | 494223052730 | 494215011890 | 494222150020 |
| 494210010840 | 494221050240 | 494215033980 | 494223052740 | 494215011891 | 494222150030 |
| 494210010851 | 494221050250 | 494215033990 | 494223052741 | 494215011900 | 494222150040 |
| 494210010853 | 494221050260 | 494215034000 | 494223052750 | 494215011910 | 494222150050 |
| 494210020070 | 494221050270 | 494215034010 | 494223052760 | 494215011920 | 494222150060 |
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## APPENDIX B

## FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 24, 2026

### NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

- Notice is hereby given that the City Commission of the City of Oakland Park, Florida, will conduct a public hearing to consider re-imposing solid waste special assessments against certain improved residential properties located within the entire legal boundaries of the City of Oakland Park to fund the cost of solid waste, recyclable materials and bulk pickup collection and disposal services, facilities and programs provided to such properties. This public hearing will also be held to authorize the collection of such assessments on the tax bill.

The hearing will be held at 6:00 p.m. on September 14, 2026, in City Commission Chambers of City Hall, Oakland Park, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (954) 630-4300, at least two days prior to the date of the hearing.

The assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year shall be $344. Copies of the assessment roll, showing the amount of the assessment to be

imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the City Clerk, Oakland Park, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay these assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City's Public Works Department Solid Waste Division Office at (954) 630-4460, Monday through Friday between 8:00 a.m. and 5:00 p.m.

[INSERT MAP OF ASSESSMENT AREA]

**CITY CLERK**

**CITY OF OAKLAND PARK, FLORIDA**

**APPENDIX C**

**FORM OF NOTICE TO BE MAILED**

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

**City of Oakland Park**
**1100 Park Lane East**
**Oakland Park, Florida 33334**

**OAKLAND PARK, FLORIDA**
**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE NON-AD VALOREM ASSESSMENTS**
**NOTICE DATE: AUGUST 24, 2026**

**Owner Name**
**Address**
**City, State Zip**

***Tax Parcel #*** _____
***Legal Description:*** _____

---

As required by Section 197.3632, Florida Statutes, notice is given by the City of Oakland Park, Florida, that an annual assessment for solid waste, recyclable materials and bulk pickup services using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2026 - September 30, 2027. The purpose of this assessment is to fund solid waste, recyclable materials and bulk pickup services benefiting residential property located within portions of the City. The total annual solid waste assessment revenue to be collected within the City, is estimated to be $3,907,496. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property plus any unpaid or delinquent assessments for solid waste, recyclable materials and bulk pickup services.

The total number of residential dwelling units on the above parcel is _____.

The solid waste service assessment for the above parcel is $_____.

The maximum annual solid waste assessment that can be imposed without further notice for Fiscal Year 2026 and for future fiscal years for the above parcel is $_____.

The delinquent solid waste assessment for the above parcel is $_____.

A public hearing will be held at 6:00 p.m. on September 14, 2026, in City Commission Chambers of City Hall, Oakland Park, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (954) 630-4300 at least two days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste Service Assessment Ordinance, the Initial Assessment Resolution; the Final Assessment Resolution, and the updated assessment roll are available for inspection at the City Clerk's office located at Oakland Park, Florida.

Both the solid waste service non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2026. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste service assessment, please contact the City's Public Works Department Solid Waste Division Office at (954) 630-4460, Monday through Friday between 8:00 a.m. and 5:00 p.m.

C-2

*** * * * * THIS IS NOT A BILL * * * * ***

# Solid Waste Rate Study

## Public Works Department & Kessler Consulting, Inc.

### Presentation

City Commission

June 17, 2026

# Background

- City's Solid Waste Division - enterprise fully supported by its rates without General Fund support
- 2022 - Rate Study proposed phased rate adjustment; modified and implemented by the City
- Financial factors and assumptions changed (salary/benefits, disposal fees, fleet replacement, other cost inflation factors)
- ILA recycling and disposal system - City considering joining

# Collection Services

## Residential

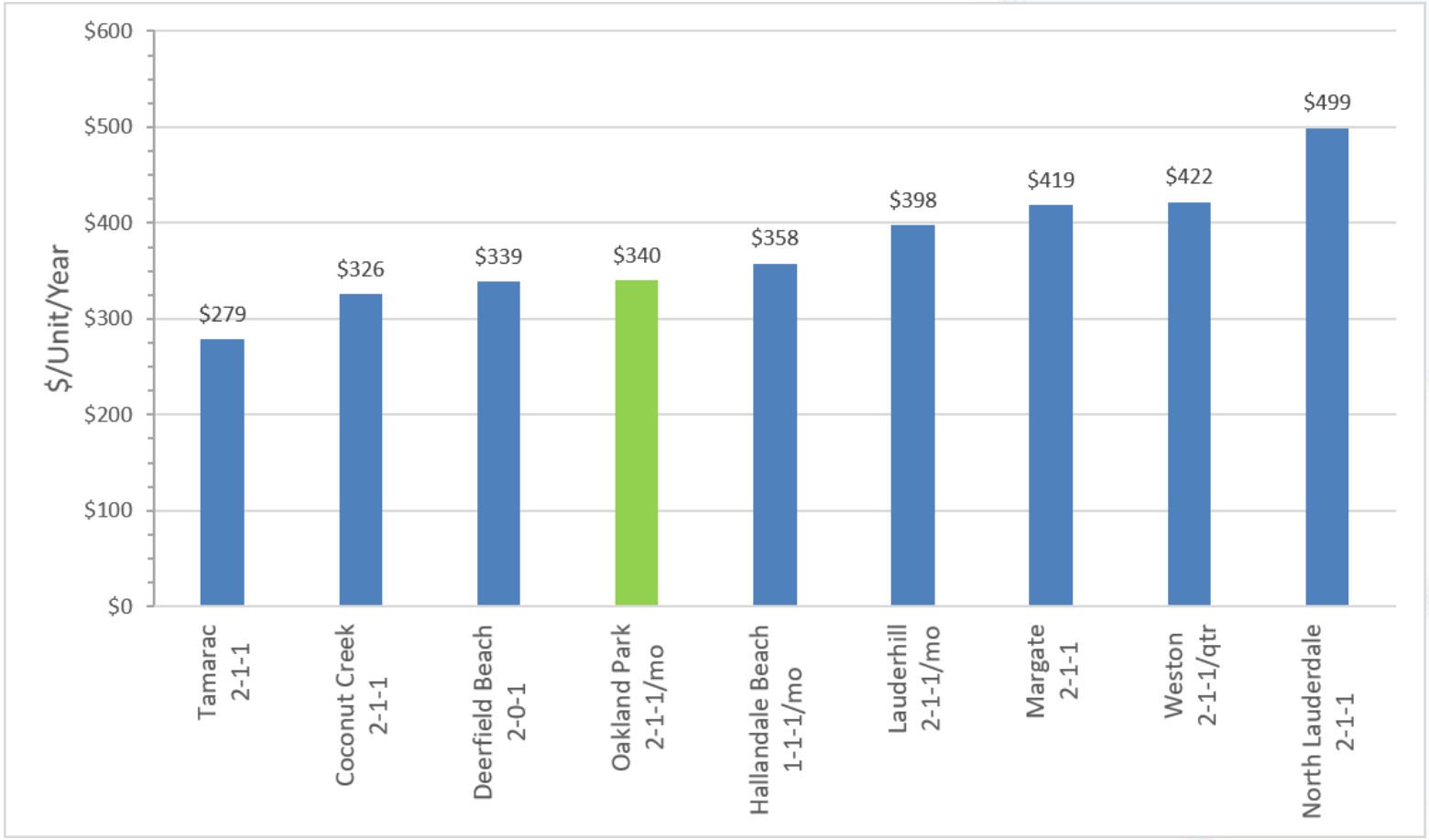
- Garbage 2x/week
  - Automated curbside service in 95-gallon carts
- Recycling 1x/week
  - Automated curbside service in 64-gallon carts
- Bulk waste 1x/month
  - Grapple collection mixed bulk trash and yard waste
- Billed Annually through Non-Ad Valorem Special Assessment

## Commercial Dumpster

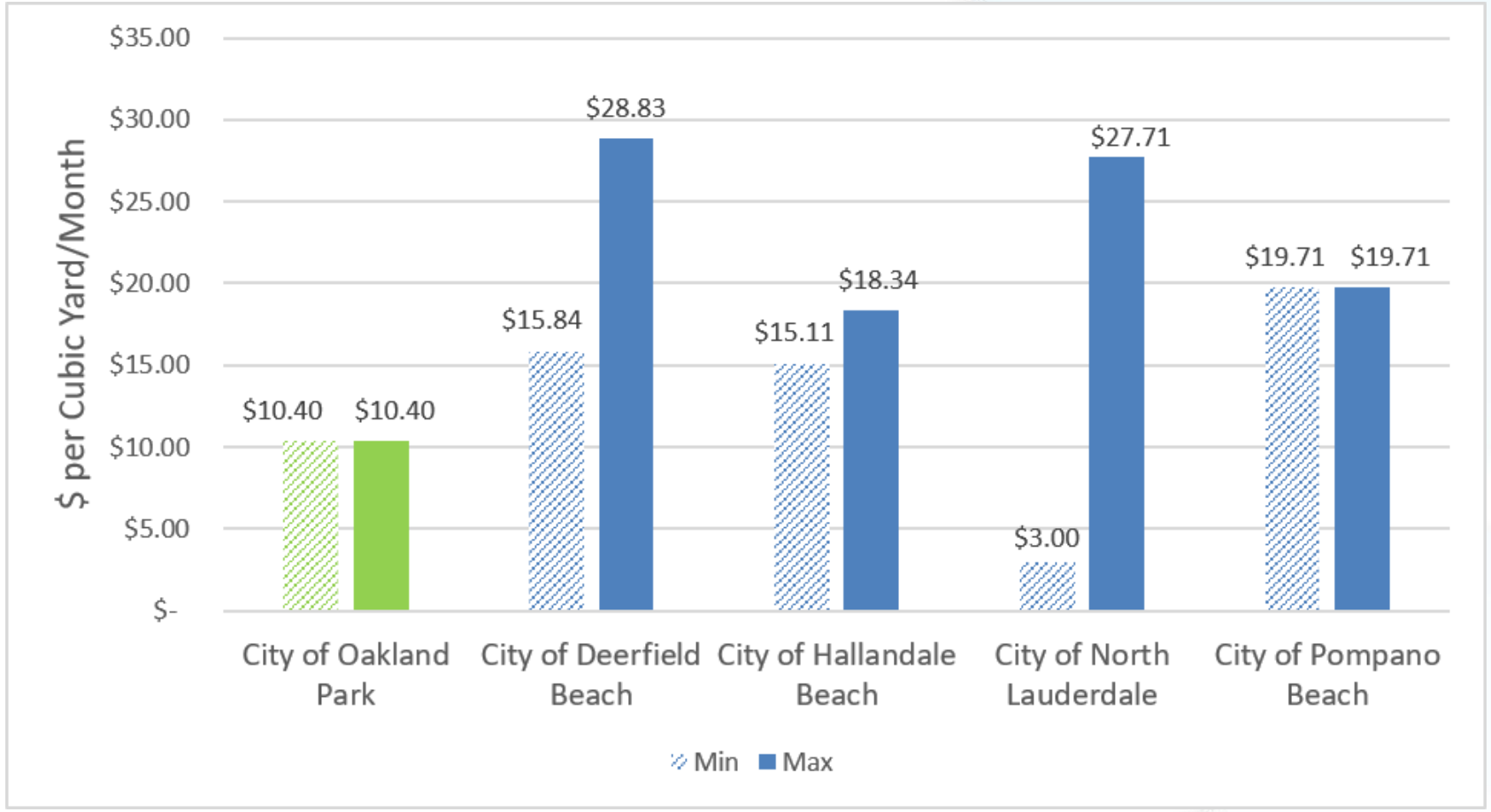
- Garbage 2-5x/week in 2–8-yard dumpsters
- Recycling in roll carts
- Billed Monthly through Utility Bills



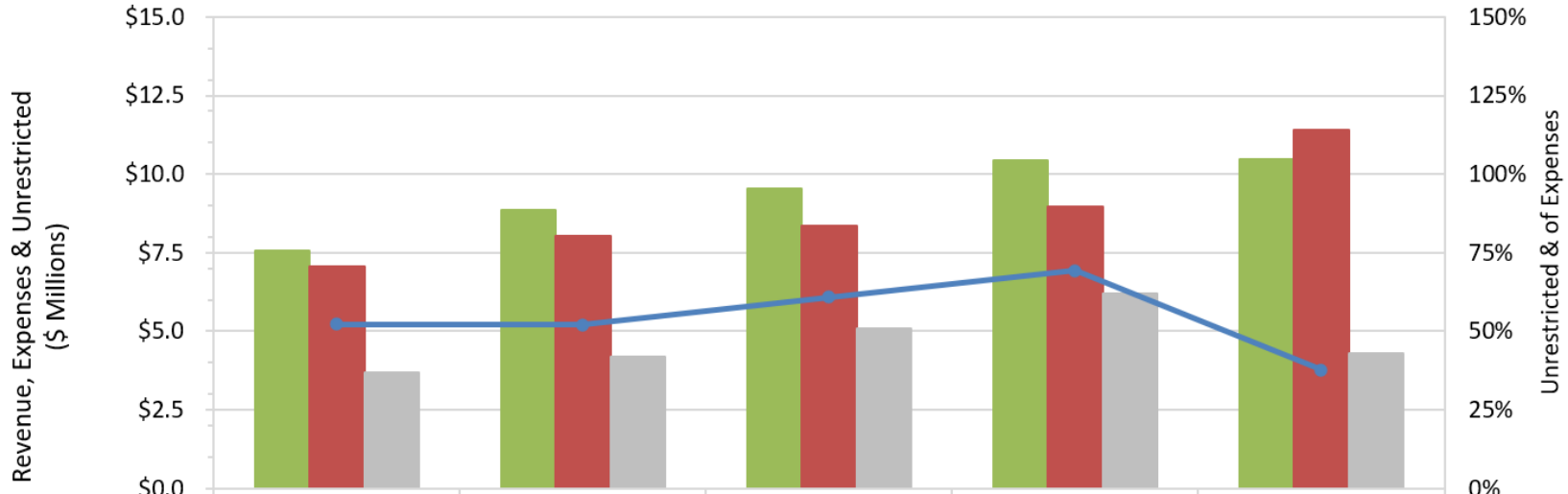
# 2026 Residential Rate Comparison



# 2026 Dumpster Service Rate Comparison

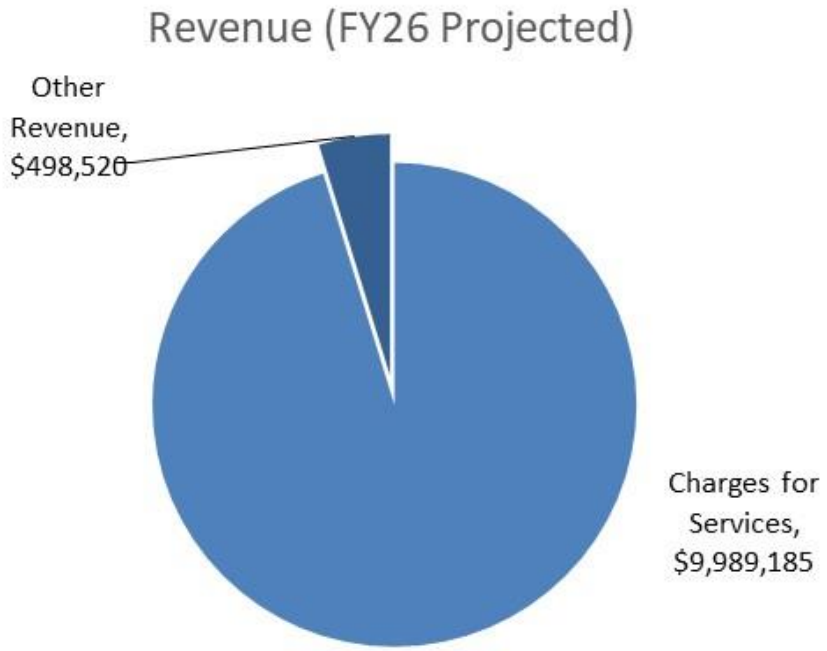


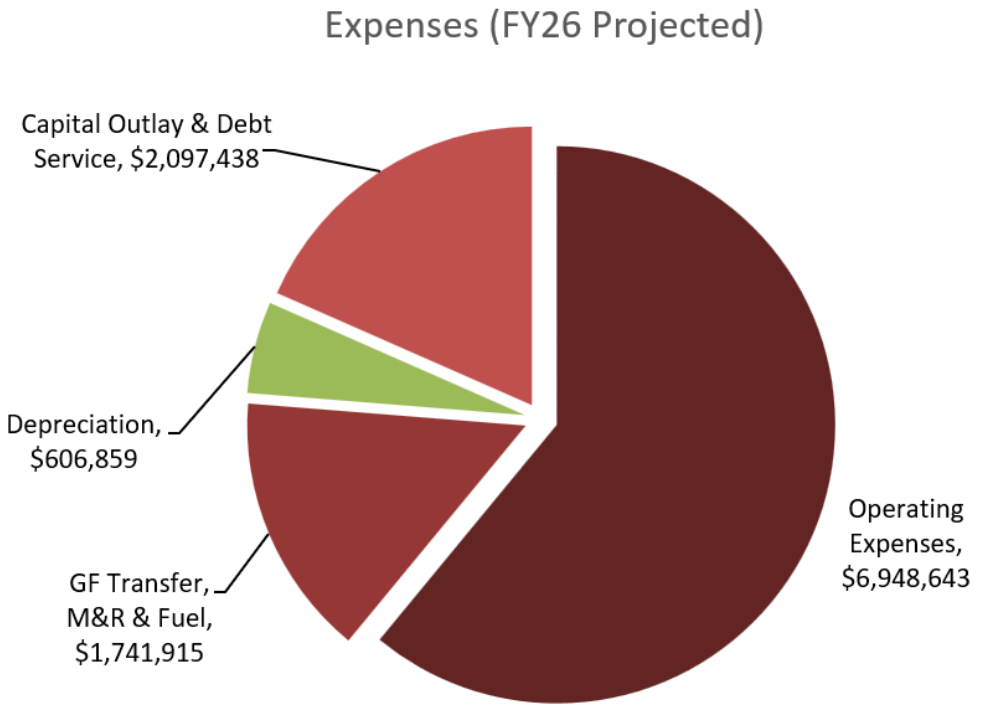
# Financial Performance History




| | FY22 | FY23 | FY24 | FY25 | FY26 |
|---|---|---|---|---|---|
| Total Revenue | $7.6 | $8.9 | $9.5 | $10.4 | $10.5 |
| Total Expenses | $7.1 | $8.0 | $8.4 | $9.0 | $11.4 |
| Unrestricted | $3.7 | $4.2 | $5.1 | $6.2 | $4.3 |
| Unrestricted % of Expenses | 52% | 52% | 61% | 69% | 38% |

# Financial Performance History



# Key Financial Drivers & Rate Study Approach

1. Operating cost increases outpacing CPI
2. Fleet replacement cost
3. Potential ILA operational and financial impacts
4. City fiscal policy regarding reserves
5. Balance consideration of customer rate impact with prudent fiscal planning

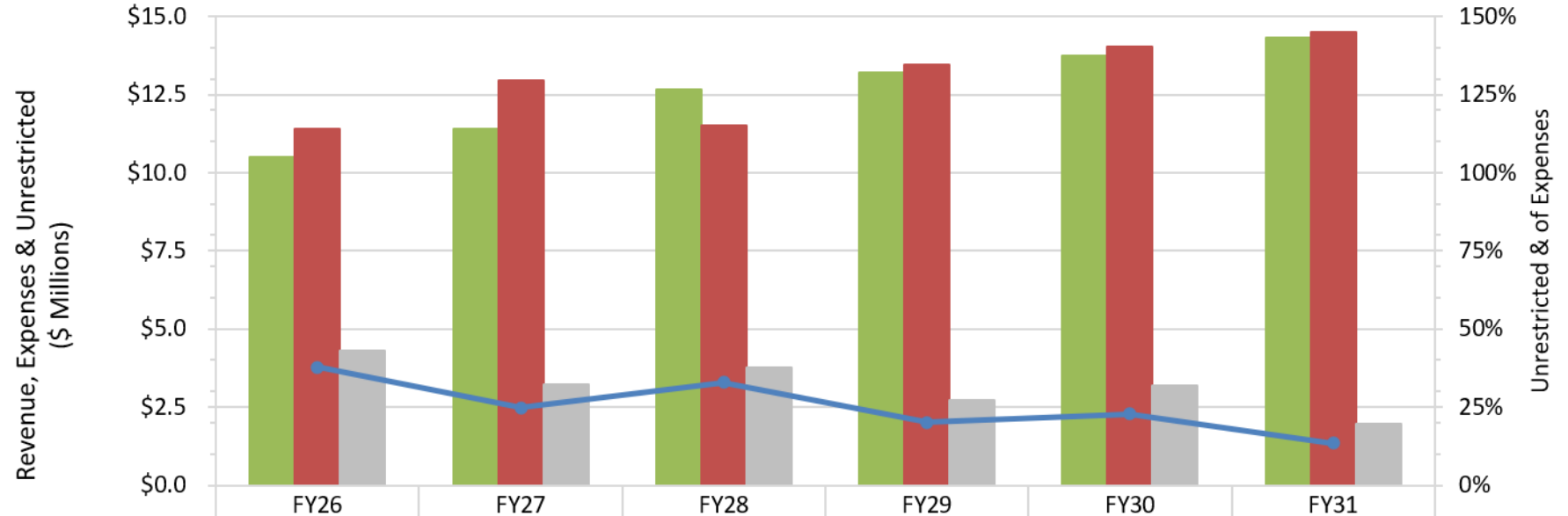
# Financial Projections: Key Parameters

- **General Assumptions**
  - Residential Customer Growth (1.4%)
  - Commercial Customer Growth (1.2%)
  - General CPI (3.0%)
  - Salary and Benefits (7.5%)
  - Transfer and Disposal (5.0%)
- **No Operational Changes**
- **Fleet Replacement**
  - 5 to 7-year front–line fleet age
  - Total approximately $5 million in next 5 years
- **Unable to project potential ILA impacts**
  - Focus on current conditions for rate modeling
  - Consider adjusting parameters after decision is made and costs' impacts can be estimated

# Proposed Rate Increases

| | Services | Fleet Acquisition | FY27 | FY28 | FY29 | FY30 | FY31 |
|---|---|---|---|---|---|---|---|
| Residential | Current | Purchase | 0% | CPI | CPI | CPI | CPI |
| Commercial | | | 12.5% | 12.5% | CPI | CPI | CPI |

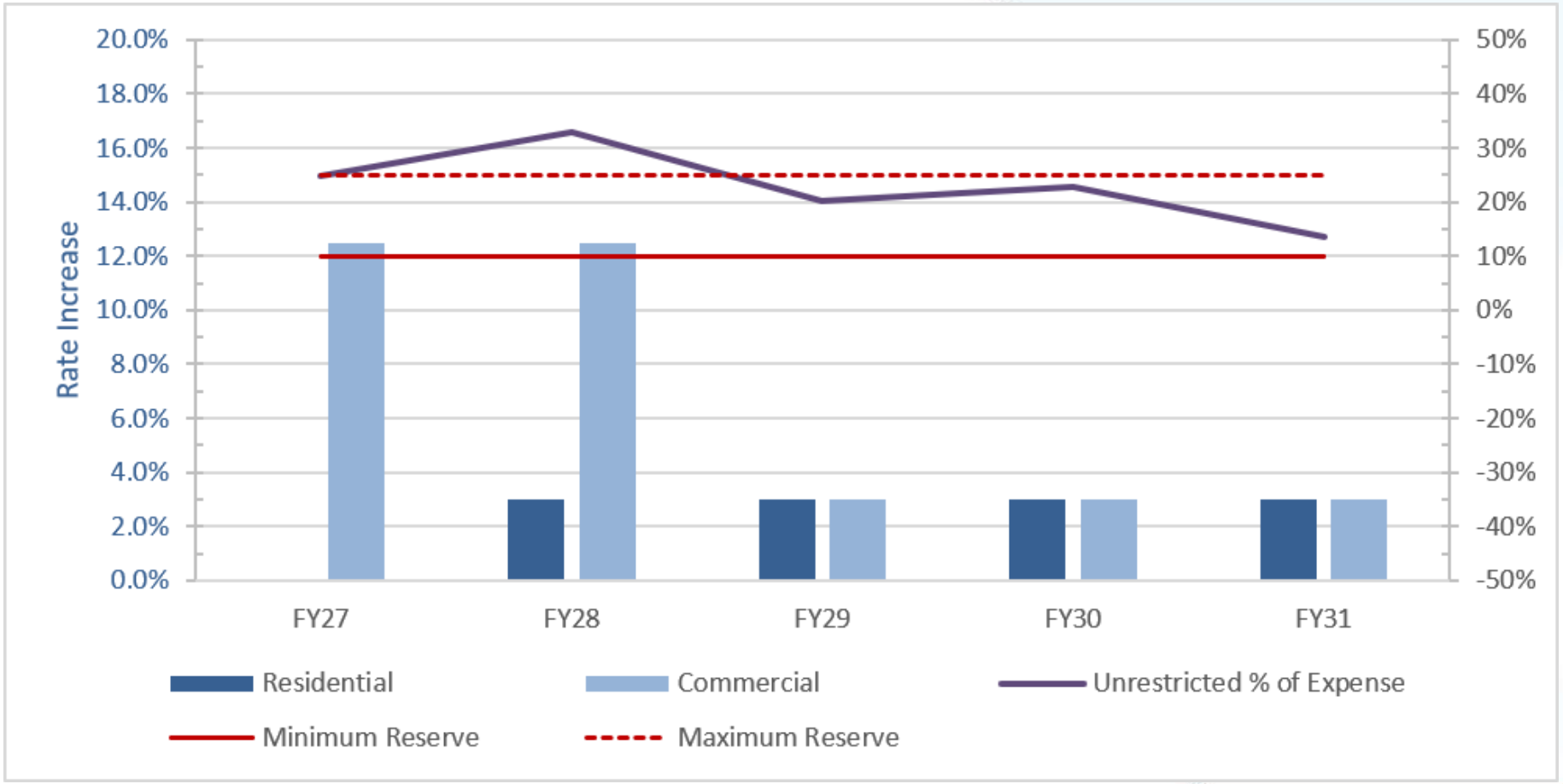
# Fund Performance - Proposed Rate Increases



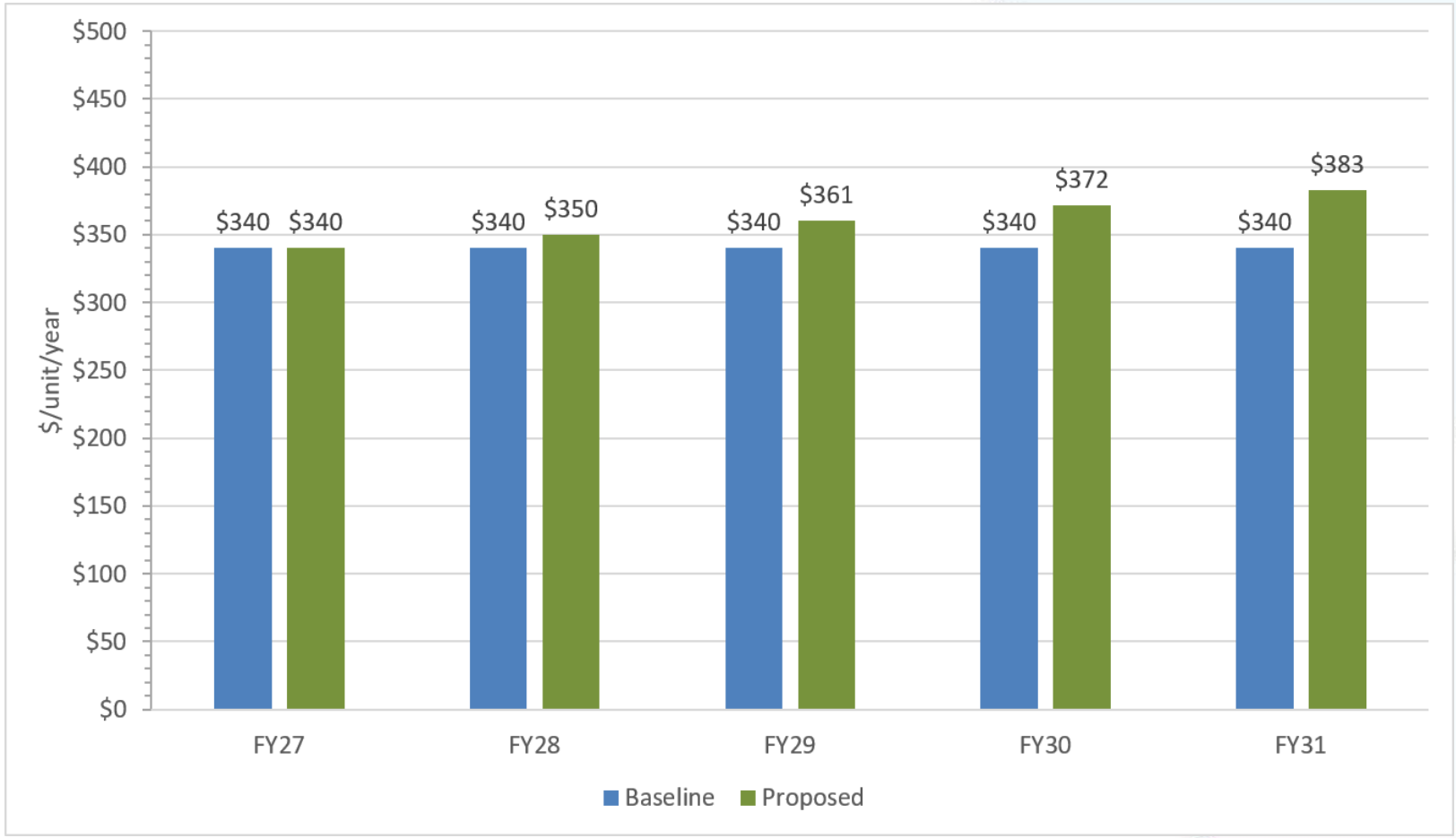

| | FY26 | FY27 | FY28 | FY29 | FY30 | FY31 |
|---|---|---|---|---|---|---|
| Total Revenue | $10.5 | $11.4 | $12.7 | $13.2 | $13.7 | $14.3 |
| Total Expenses | $11.4 | $12.9 | $11.5 | $13.5 | $14.0 | $14.5 |
| Unrestricted | $4.3 | $3.2 | $3.8 | $2.7 | $3.2 | $2.0 |
| Unrestricted % of Expenses | 38% | 25% | 33% | 20% | 23% | 13% |

Total Revenue  Total Expenses  Unrestricted  Unrestricted % of Expenses

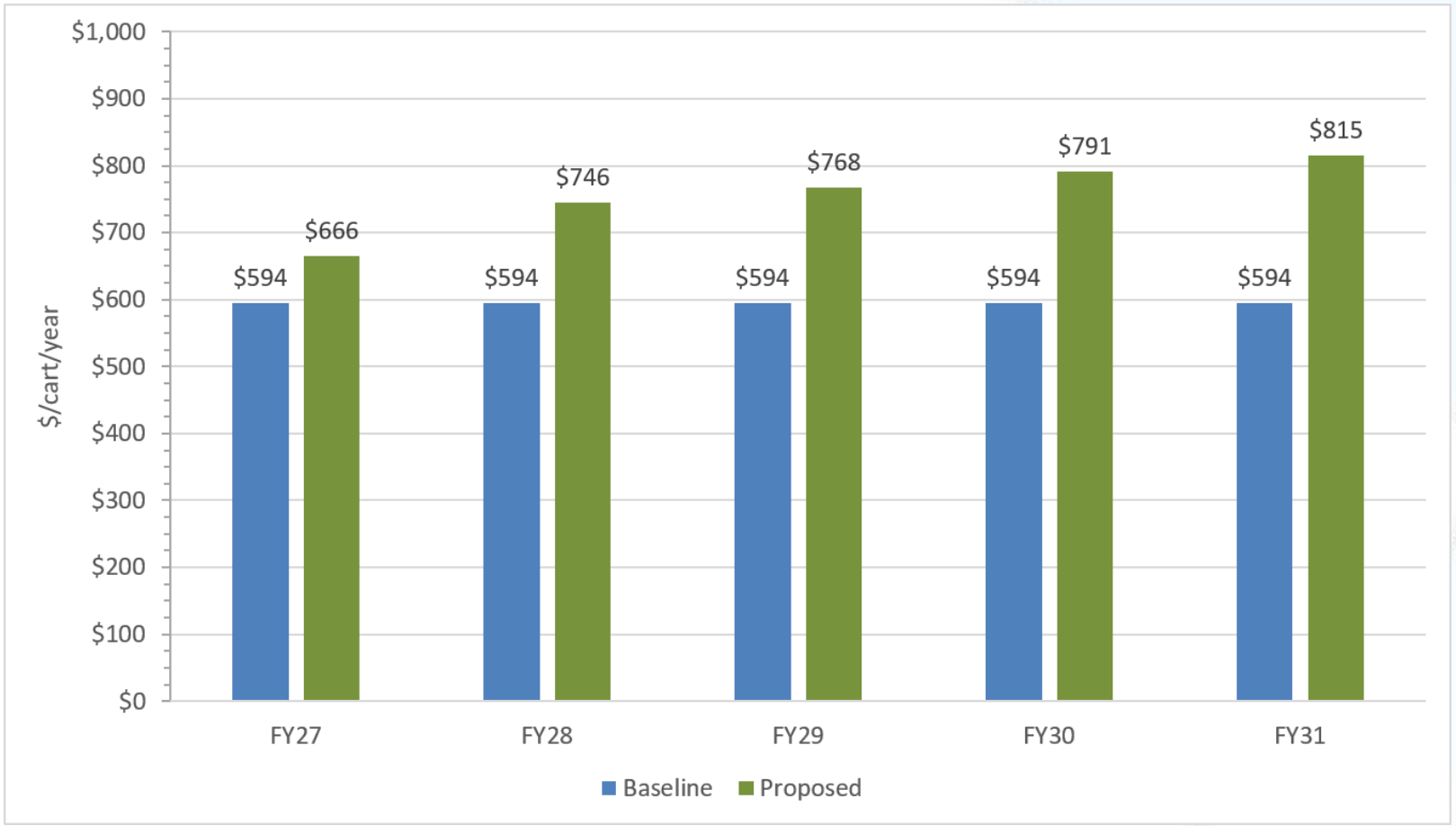
# Unrestricted vs. Reserve Targets – Proposed Rate Increases



# Residential Cart – Proposed Rate Increases



# Commercial Cart – Proposed Rate Increases



# Commercial Dumpsters – Proposed Rate Increases

Example based on 8-yard dumpster serviced 2x/week



# Summary

- Compiled historical and current operational and financial data
- Projected future financial performance of the Enterprise Fund
- Fund will be rapidly depleted in the next few years without rate increases
- Guided by the rate modeling approach, assessed possible rate increases to maintain Unrestricted reserves.
- Proposed rate increases will meet projected fleet replacement and operating costs; meet unrestricted reserve targets.
- Joining the ILA - lower recycling and disposal tip potentially takes effect late FY28 or FY29; financials could change significantly; rates should be revisited in another year's time.


CITY of OAKLAND PARK
INCORPORATED 1929
FLORIDA

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 10

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Rhea Rivera, CGFM<br>Director, Financial Services | **DEPARTMENT HEAD APPROVAL:** | FINANCIAL SERVICES |

**SUBJECT:** Adoption of Preliminary Rate - Stormwater Assessment

## 1. BACKGROUND/HISTORY

**Issue Statement**: A preliminary FY 27 stormwater assessment rate must be adopted by the Commission to be provided to the County Property Appraiser by August 4, 2026. The City's proposed stormwater assessment rate is $145 per equivalent residential unit (ERU), with an ERU being defined as one residential unit or 1,507 square feet of impermeable surface.

This agenda item is for the preliminary assessment resolution for FY 2027, as required by the Ordinance.

**Recommended Action**: The City Commission adopt a resolution approving the preliminary rate resolution adopting a stormwater assessment rate of $145.00 per year per ERU and establish Monday, 6:00 p.m., September 14, 2026, as the time and date of a public hearing to be held in Commission Chambers as regards to the adoption of the FY 2027 final annual stormwater assessment rate.

In 2011, staff proposed to the City Commission that the fee for stormwater services be moved from the monthly utility bill to an assessment on the annual property tax bill to facilitate both the billing and collection of these fees. The City Commission directed staff to proceed with the implementation of this proposal which culminated in the adoption of Ordinance O-2011-015 which was adopted on second reading on July 20, 2011. The Ordinance establishing this program requires a preliminary resolution and an annual resolution be adopted during the budget process each fiscal year. These were done for FY 2012 with the preliminary resolution, R-2011-090, adopted on July 20, 2011, and the annual resolution, R-2011-115, adopted on September 12, 2011.

This method of billing is expressly permitted for stormwater charges in Florida Statutes

Section 403.0893. The tax bill collection method provides essentially a 100% reliable collection rate to ensure a consistent funding source to support ongoing operations, maintenance, funding of debt service and the direct funding of some capital projects.

This rate is applied to all properties within the City, but certain governmental properties are exempt from assessments and are charged in an alternate manner for the benefits they receive from the City's drainage system. A few other properties within the City are also exempt due to having sufficient retainage or retention capacity when measured against the rainfall in a 25-year storm. All properties and the associated fees are indicated in the stormwater management assessment role on file in the City Clerk's office.

## 2. CURRENT ACTIVITY

In the FY 2022 budget, the City Commission approved a business plan initiative, funding a stormwater rate study conducted in conjunction with the City's Stormwater Master Plan. The Stormwater Master Plan is part of the City's long-term efforts to address drainage and stormwater issues. The Stormwater Master Plan was prepared by Hazen Sawyer while the separate rate study was prepared by Raftelis Consulting.

On the June 1, 2022 City Commission meeting, a joint presentation on the Master Plan and the rate study were provided. The master plan identified over a dozen major projects to be completed over a 15-year period. The estimated cost of the projects at that time was approximately $50 million. As shown in the attached master plan and rate study presentation, the prior rate was not sufficient to maintain existing stormwater operations and activities, and the Fund was experiencing an annual shortfall in excess of $0.5 million a year.

The study recommended a series of gradual increases after FY 2023 to provide sufficient resources to fund stormwater operations, capital equipment, and the design and construction of planned improvements identified in the Stormwater Master Plan. The recommended FY 2024 increase was deferred to FY 2025 as the City adjusted the timing of certain projects to pursue grant funding opportunities. The City was successful in obtaining grant funding for two major projects, and staff is currently pursuing low-interest funding through the State Revolving Fund to provide the required local match.

The current rate (FY 26) is $138 per ERU. For **FY 27, staff recommends that the current annual rate be increased by $7 to $145 per ERU consistent with the recommendations of the rate study completed in FY 22.** This will be the fifth increase since 2003, following prior increases in FY 2016 from $72 to $84 per ERU, FY 2023 to $114 per ERU, FY 2025 to $125 per ERU, and FY 2026 to the current rate of $138 per ERU. These adjustments support the fiscal stability of the Stormwater Fund and provide the resources necessary to meet current operating needs and advance future capital projects.

The proposed rate will appear on the TRIM notice to be mailed to all property owners by August 24, 2026. There will be a hearing in regards to the final adoption of this rate

on September 14, 2026, to establish the rate to appear on the property tax bill to be mailed to all property owners at the beginning of November. At the time of the final hearing, a lower rate may be adopted by the Commission if it so chooses, but a higher rate can be adopted at that time only with a significant amount of effort and expense.

## 3. FINANCIAL IMPACT

The recommended FY 2027 stormwater assessment rate is $145 per year per ERU, an increase of $7 over FY 2026, translating to an additional cost of $0.58 cents per month. This rate will generate about $6.0 million in revenues, net of the estimated 4% prompt payment discount, reflecting an incremental revenue increase of about $289 thousand. This will help support ongoing operations and infrastructure maintenance, funding of debt service and the direct funding of some capital projects.

It should be noted that this proposed rate adjustment for FY 2027 is recommended as part of a series of rate adjustments over time to ensure sufficient fiscal resources are available to directly fund the capital infrastructure called for as part of the stormwater master plan.

## 4. RECOMMENDATION

The City Commission adopt a resolution approving the preliminary rate resolution adopting a stormwater assessment rate of $145 per year per Equivalent Residential Unit and establish Monday, 6:00 p.m., September 14, 2026, as the time and date of a public hearing to be held in Commission Chambers in regards to the adoption of the FY 2027 final annual stormwater assessment rate.

**ATTACHMENTS:**

Resolution
Master Plan and Rate Study Presentation

**CITY OF OAKLAND PARK, FLORIDA**

**PRELIMINARY STORMWATER ASSESSMENT RATE RESOLUTION**

**RESOLUTION R-2026-XXX**

**ADOPTED JULY 15, 2026**

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**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE STORMWATER UTILITY; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED BY THE SERVICES PROVIDED BY THE STORMWATER UTILITY; ESTABLISHING THE METHOD OF ASSESSING THE COST OF THE UTILITY AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; DIRECTING THE DIRECTOR TO PREPARE OR DIRECT THE PREPARATION OF A TENTATIVE STORMWATER MANAGEMENT ASSESSMENT ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER MANAGEMENT ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF OAKLAND PARK, FLORIDA, AS FOLLOWS:**

## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

**SECTION 1.01. DEFINITIONS.** As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

*Benefited area*. The geographical boundaries of the City, including all future annexations and consolidations.

*City* means the City of Oakland Park, Florida.

*Citywide Stormwater Management Cost.* The entire cost of stormwater management operations, including operating expense, debt service, General fund administrative fees and capital expenditures (the division budget), plus an amount equal to the maximum discount allowed for early payment of assessments thereof under the Uniform Collection Method.

*Commission.* The City Commission of the City of Oakland Park, Florida, acting as the governing body of the City.

*Credit.* A reduction in the ERU value (and thus the assessment) for property with qualified stormwater management facilities (retention or detention capabilities) which reduce or eliminate the flow of stormwater into the City's stormwater system. With the demonstration of the appropriate permits, engineering reviews and the proper operation of the retention or detention capability, a credit of up to 100% is assigned by which the ERUs for the property are reduced for assessment purposes.

*Development* or *development activity* means the following:

1. The construction, installation, demolition or removal of a structure of impervious surface, or drainage facility; or

2. Clearing, scraping, grubbing, killing or otherwise removing the vegetation from a site; or

3. Adding, removing, exposing, excavating, leveling, grading, digging, furrowing, dumping, piling, dredging, or otherwise significantly disturbing soil, mud, sand or rock of a site.

*Director* means the Director of the Public Works Department or his or her designee.

*Dwelling unit* means any residential space identified for habitation by members of the same family or as classified by the City building code.

*Equivalent residential unit* (ERU) means the statistical average horizontal impervious area (1,507 square feet) of a "residential unit" (single-family, mobile homes, multifamily, condominiums, etc.), within the City. The horizontal impervious area includes, but is not limited to, all areas covered by structures, roof extensions, patios, porches, driveways and sidewalks.

*Exempt parcel* means a parcel having zero ERUs and not subject to stormwater management assessments due to reasons other than being a property with qualified stormwater management facilities.

*Flood* or *flooding* means a general temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of tidal waters or the unusual and rapid accumulation of stormwater runoff or surface waters.

*Impervious area* or *impervious surface* means a horizontal surface which has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi-impervious surfaces such as compacted clay, as well as streets, roofs, sidewalks, parking lots and other similar surfaces.

*Non-assessed property*. Public rights-of-way, lakes, rivers, and other bodies of water not utilizing or having a direct or indirect impact on the system, and such other properties within the benefited area which may be determined by the Director to have zero ERUs and exempt from the payment of the stormwater management assessment due to reasons other than being a property with qualified stormwater management facilities.

*Non-residential property* means any developed lot or parcel not exclusively residential as defined herein (and as classified by the Broward County Property Appraiser), including transient rentals such as hotels and motels.

*Property Appraiser* means the Broward County Property Appraiser.

*Properties with qualified stormwater management facilities* means properties having retention or detention systems which meet the qualifications to receive credits reducing or eliminating the assessable ERUs otherwise attributable to a property.

*Residential property* means any lot or parcel developed exclusively for residential purposes (and as classified by the Broward County Property Appraiser) including, but not limited to, single-family homes, manufactured homes, multi-family, apartment buildings and condominiums.

*Stormwater* or *runoff* means the flow of water which results from, and which occurs during and immediately following a rainfall event.

*Stormwater detention system* means a stormwater management facility which is designed, constructed, and operated to temporarily delay and store stormwater runoff prior to its controlled discharge.

*Stormwater management assessment*. A non-ad valorem assessment imposed by the City pursuant to Chapter 12, City of Oakland Park Code of Ordinances, and F.S. Section 403.0893, as amended and supplemented, on all developed property which is not non-assessed property, and on all undeveloped land which is not non-assessed property, in the benefited area in relation to each such property's estimated contribution of stormwater runoff to the system and the benefit derived from the use of the facilities of the system, and the future improvements to be funded from stormwater management assessments. Such stormwater management assessment shall include a pro-rata cost of the operation and maintenance of the system, based on the same proportion of benefit assessed against each parcel within the benefited area.

*Stormwater management facility* means a facility which is designed, constructed, and operated to control stormwater, treat, use, or reuse stormwater to prevent or reduce flooding, otherwise affects the quantity and quality of discharges from a property. Stormwater detention and retention systems are types of stormwater management facilities.

*Stormwater retention system* means a stormwater management facility which is designed, constructed, and operated to store stormwater runoff with no direct discharge.

*Structure* means anything constructed, installed, or portable, the use of which requires a location on a parcel of land. It includes a movable building which can be used for housing, business, commercial, agricultural, or office purposes, either temporarily or permanently. "Structure" also includes roads, walkways, paths, fences, swimming pools, tennis courts, poles, pipelines, transmission lines, tracks, signs, cisterns, sewage treatment plants, sheds, docks, mooring area and other accessory construction.

*System.* The City's unified stormwater management system, as more particularly described in subsection 12-1.2 of City of Oakland Park Code of Ordinances,, and including management services such as designing, permitting, planning, and reviewing the stormwater-related infrastructure; operation, maintenance, repair and replacement of the infrastructure; and the improvement or enhancement of the infrastructure related to the approved public facilities elements of the comprehensive growth management plan for the City.

*Tax Collector* means the Broward County Tax Collector.

*Tax Roll* means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

*Undeveloped property* means that which has not been altered from its natural state by the addition of any improvements such as a building, structure, impervious surface, change of grade, or landscaping. For new construction, a property shall be considered developed pursuant to this chapter.

1. Upon issuance of a certificate of occupancy, or upon completion of construction or final inspection if no such certificate is issued; or

2. Where construction is at least fifty (50) percent complete and construction is halted for a period of three (3) months.

*Uniform collection method*. The method to be utilized by the City for the year commencing October 1, 2011, and each year thereafter for the billing, collection and enforcement of the payment of the stormwater management assessments, as authorized pursuant to F.S. Section 403.0893, as amended and supplemented, and F.S. Chapter 197, as amended and supplemented.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words reflecting the singular number include the plural number, and vice versa; the terms "hereof", "hereby", "herein:, "hereto", "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

## ARTICLE II

## STORMWATER MANAGEMENT ASSESSMENTS

**SECTION 2.01. COMPUTATION.** Stormwater Management Assessments will be computed for each Parcel located with the City as follows:

(A) The Citywide Stormwater Management Budget consists of revenues from Stormwater Management Assessments and contributions from the General Fund and other sources to offset costs associated with exempt parcels.

(B) The estimated Citywide Stormwater Management Cost will be allocated among all Parcels located within the City, in the manner described in Section 2.02 hereof.

(C) The Stormwater Management Assessment for each Parcel will be computed as (1) the estimated Service and Capital Costs allocated to the property plus (2) an amount equal to the maximum discount allowed for early payment thereof under the Uniform Collection Method (4%) minus any credit amount for qualifying onsite private stormwater management facilities on the property.

**SECTION 2.02. CITYWIDE STORMWATER MANAGEMENT COST.**

(A) The estimated Citywide Stormwater Management Cost will be allocated among all Parcels located within the City. The estimated Citywide Stormwater Management Cost for the Fiscal Year ending September 30, 2027 is $6,229,228, including $249,169 for the early payment discount.

(B) The Commission hereby finds and determines as follows:

(1) Each Parcel located within the City is specially benefited by the Citywide Stormwater Utility.

(2) The benefit received by each Parcel is generally proportional to the number of ERUs attributed to such Parcel.

(C) The Stormwater Management Cost (assessment) per ERU shall be calculated by dividing the total estimated Stormwater Management Cost, less available Stormwater Fund unrestricted net assets to be utilized, by the total number of ERUs attributable to Parcels located within the City. The total ERUs to be used as the divisor is the total citywide ERUs, before credits, reduced by the credits assigned to properties with qualified stormwater management facilities.

(D) The Stormwater Management Cost (assessment) allocable to each Parcel shall be calculated by multiplying the Stormwater Management Cost (assessment) per ERU by the number of ERUs (adjusted for any stormwater management facility credit, as applicable) attributed to such Parcel.

(E) That portion of the Stormwater Management Cost determined to be uncollectible, due to parcel exemptions, shall be funded through contributions from the General Fund or other appropriate sources. This excludes the credits assigned to properties with qualified stormwater management facilities.

**SECTION 2.03. STORMWATER MANAGEMENT ASSESSMENT ROLL.** The Director is hereby directed to prepare, or cause the preparation of, the preliminary Stormwater Management Assessment Roll in the manner provided in the Ordinance. The Director shall apportion the final estimated Stormwater Management Cost in the manner set forth in this Resolution. A copy of this Resolution, the final estimate of the Stormwater Management Cost and the preliminary Stormwater Management Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Stormwater Management Assessment Roll be in printed form if the amount of the Stormwater Management Assessment for each Parcel can be determined by use of a computer terminal.

**SECTION 2.04. METHOD OF COLLECTION.** The Stormwater Management Assessments shall be collected pursuant to the Uniform Collection Method.

**SECTION 2.05. ASSESSMENT RATE.** The Annual Assessment Rate per Equivalent Residential Unit (ERU) shall be $145.

## ARTICLE III

## DETERMINATION OF ERUs

**SECTION 3.01. CLASSIFICATION OF TAX PARCELS.** Each Parcel located within the City shall be assigned to one of the following classifications: Developed Residential Property, Developed Nonresidential Property, or Undeveloped Land.

**SECTION 3.02. DEVELOPED RESIDENTIAL PROPERTY**

(A) The Commission hereby finds and determines as follows:

(1) The benefited area, with respect to developed property, shall be assessed a charge on the basis of the prorated amount of the impervious area, developed from localized studies within the City.

(2) Previous studies by the City determined that it was equitable to charge residential properties on the basis of the number of dwelling units per residential parcel.

(3) Additionally, previous studies by the City determined the average impervious area per residential dwelling unit was 1,507 square feet, that becoming the numerical definition of the ERU.

(4) The number of ERUs attributable to each residential parcel is computed by (a) determining the number of dwelling units on the parcel and (b) multiplying by the appropriate Credit factor (if applicable).

**SECTION 3.03. DEVELOPED NONRESIDENTIAL PROPERTY.** The number of ERUs attributable to each Developed Nonresidential Parcel shall be determined by (1) dividing the Impervious Area of the Developed Nonresidential Parcel by the ERU Value (1,507 square feet) and (2) multiplying the result by the appropriate Credit factor (if applicable).

**SECTION 3.04. UNDEVELOPED LAND.**

(A) The Commission hereby finds as follows:

(1) It is recognized that unimproved land also contributes stormwater runoff to the system and receives a benefit from the use of the system, and therefore such lands should also be assessed a proportional charge based upon the estimated contribution of stormwater runoff to the system and the benefit derived from the use of the system.

(2) Previous studies by the City determined that a factor of 0.12 (12%) was appropriate for determining the approximate ratio of runoff from undeveloped land as compared to developed land.

(3) The number of ERUs attributable to each undeveloped land parcel is computed by (a) multiplying the total area of the parcel by a factor equal to 0.12, (b) dividing by the ERU (1,507 square feet), and (c) multiplying by the appropriate Credit factor (if applicable).
.

**SECTION 3.05. APPROVAL OF ADJUSTMENT POLICY.** The Commission has approved the Adjustment Policy via prior Ordinance.

**SECTION 3.06. PRIVATE STORMWATER MANAGEMENT FACILITIES AND ADJUSTMENT OF ERUs.**

(A) The Commission recognizes the benefits provided by privately owned and maintained stormwater management facilities. Properties supporting private stormwater management facilities should be credited for the public benefits they provide. Accordingly, the number of ERUs otherwise attributable to such property shall be adjusted by a Credit factor determined in accordance with the Credit Policy Manual.

(B) Owner-Initiated Adjustments. Requests for adjustment of the stormwater management assessment shall be submitted to the Director, who shall have authority to adjust stormwater management assessments, to administer the procedures and standards, and to review criteria for the adjustment of such assessments as established herein. In the review of adjustment requests, consideration shall be given to properties with valid surface water management permits indicating the provision of functional stormwater management facilities (retention or detention). Adjustments may also be made if there has been an error relative to the use of property classification, total area or impervious area in the computation of the assessment. The following procedures shall apply to all requests for adjustments of the stormwater management assessment permitted under this section:

(1) The Director shall prepare and maintain a written Credit Policy Manual which shall outline the requirements to qualify for a credit and the methodology for computing a credit for any given parcel. The most current version of that Credit Policy Manual shall be used for the implementation of this section.

(2) Any owner who believes the stormwater management assessment is incorrect may, subject to the limitations set forth in this Section, submit an adjustment request to the Director.

(3) The adjustment request shall be in writing and shall set forth, in detail, the grounds upon which the correction is sought.

(4) The adjustment request must be made within sixty (60) days after receipt by the owner of his or her tax bill containing the stormwater management assessment. The adjustment request will be reviewed by the Director within a four-month period from the date of filing of the adjustment request. Consideration by the Director of the owner's request for adjustment shall not relieve the owner of the obligation to make timely payment of the stormwater management assessment. In the event an adjustment is granted by the Director which decreases the

stormwater management assessment, the owner shall be entitled to a refund of the excess stormwater management assessments paid. The refund shall be mailed by the Broward County Tax Collector (the "Tax Collector") unless the Tax Collector and the City agree otherwise.

(5) The owner requesting the adjustment may be required, at his own cost, to provide supplemental information to the Director including, but not limited to, survey data certified by a professional land surveyor and/or engineering reports approved by a professional engineer and acceptable to the Director. Failure to provide such information may result in the denial of the adjustment request.

(6) The adjustment to the stormwater management assessment will be made upon the granting of the adjustment request, in writing, by the Director. The document granting the adjustment request will be provided to the owner and will also be sent to the Tax Collector. A denial of an adjustment request shall be made in writing by the Director, a copy of which shall be provided to the owner.

(C) Appeals. All determinations of the Director pursuant to this Section may be appealed to the City. These appeals must be filed within thirty (30) days of receipt of the written determination of the Director. The City Manager shall complete a review within sixty (60) days of receipt of the request for review and shall be evaluated based upon the standards and review criteria set forth in this Chapter. The decision of the City Manager shall be final.

(D) City-Initiated Adjustments. Any errors in the stormwater management assessment, or failure to charge a stormwater management assessment, may be corrected by the Director within sixty (60) days after opening of the tax roll for collection. Corrections which result in an increase in the stormwater management assessment cannot be imposed until the owner has consented in writing to the increase or has been given at least ten (10) days' notice by certified mail and an opportunity to be heard. Once the adjustment is finalized, the Director shall send documentation reflecting the adjustment to the owner and to the Tax Collector.

(E) Inspections. The City may require periodic inspection of onsite stormwater management (retention-detention) facilities on parcels to which an adjustment to the stormwater management assessment has been granted. The owner benefiting from such adjustment shall be required to pay to the City an annual inspection fee in an amount determined by the Director. For the purpose of protecting the health, safety and welfare of the citizens of the City, the Director may cause an inspection of any property within the Benefited area. Such inspection shall be made upon reasonable notice to the owner or occupant of the property unless an emergency exists, as determined solely by the Director.

## ARTICLE IV

## NOTICE AND PUBLIC HEARING

**SECTION 4.01. PUBLIC HEARING.** A public hearing will be conducted by the Commission to consider imposing the Stormwater Management Assessments and collecting the Stormwater Management Assessments pursuant to the Uniform Collection Method. The City Manager is hereby authorized to establish the time, date and location of the hearing.

**SECTION 4.02. NOTICE BY PUBLIC HEARING.** The Director shall publish a notice of the public hearing authorized by Section 4.01 hereof in the manner and the time provided in Section 9 2.8 of the Ordinance.

**SECTION 4.03. NOTICE BY MAIL.**

(A) The Director shall at the time and in the manner specified in F.S. Chapter 197, provide first class mailed notice of the public hearing authorized by Section 4.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll.

(B) If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of Section 4.03 (A), then the separate mailing requirement described in Section 4.03 (A) will be deemed to be fulfilled by the TRIM notice.

## ARTICLE V

## GENERAL PROVISIONS

**SECTION 5.01** The provisions of this Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Resolution shall not be affected thereby.

**SECTION 5.02. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED, ADOPTED AND APPROVED** THIS 15TH DAY OF JULY, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVE ARNST

| | |
|---|---|
| A. GORDON | _____ |
| L. NEWBOLD | _____ |
| F. BUDHOO | _____ |
| T. LONERGAN | _____ |
| S. ARNST | _____ |

ATTEST:

_____
RENEE SHROUT, CMC, CITY CLERK
(Corporate Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
D. J. DOODY, CITY ATTORNEY

# Stormwater Master Plan and Rate Study

## Presentation

June 1, 2022

# Background

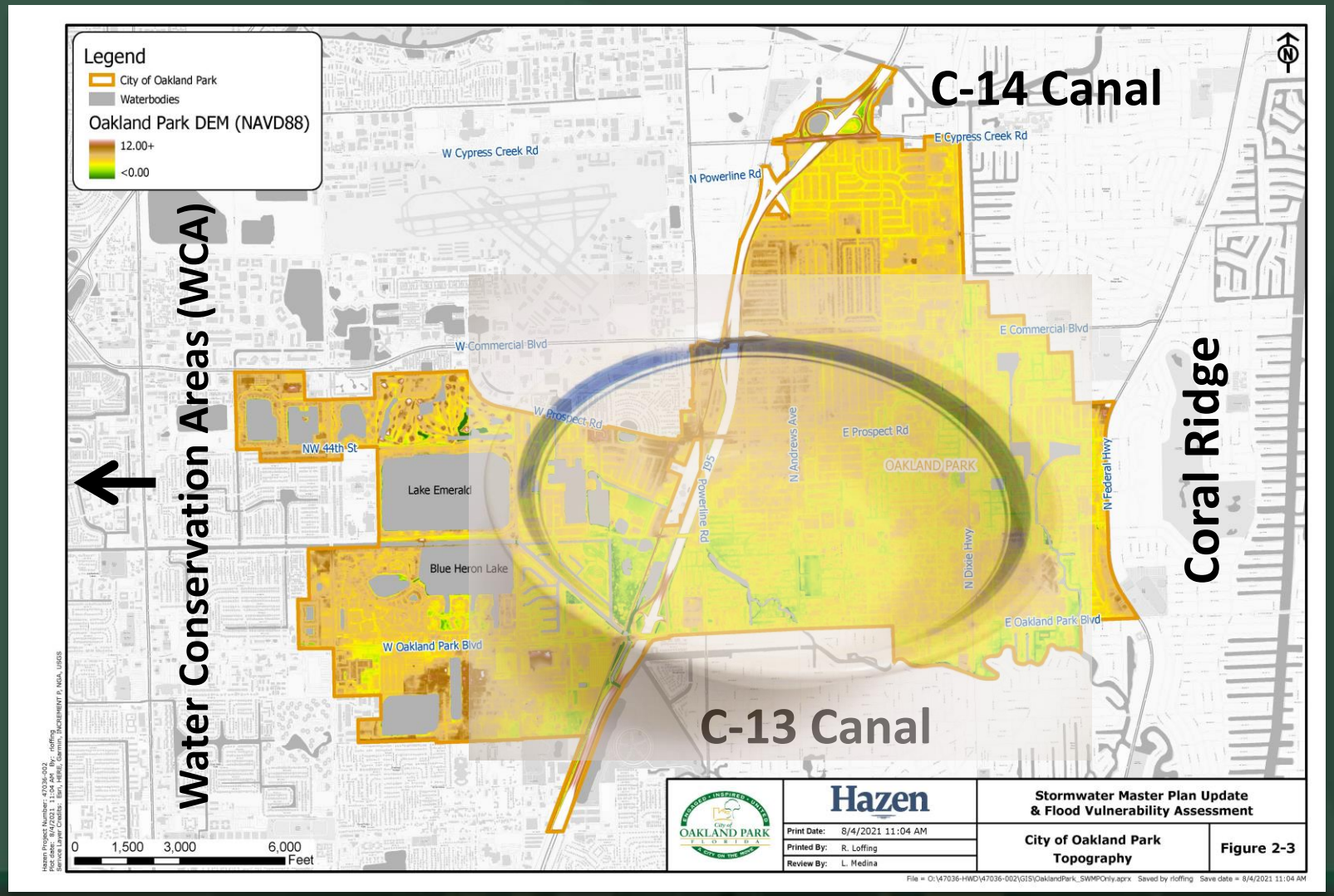
The City operates three Utility Infrastructure System: Water, Wastewater (Sewer ), & Stormwater



- **Stormwater System =** *Water from Rain*
  - Swales
  - Catch Basins Inlets
  - Exfiltration Pipes
  - Transmission Pipes
  - Receiving Waters
  - Lakes
  - Streams
  - Canals



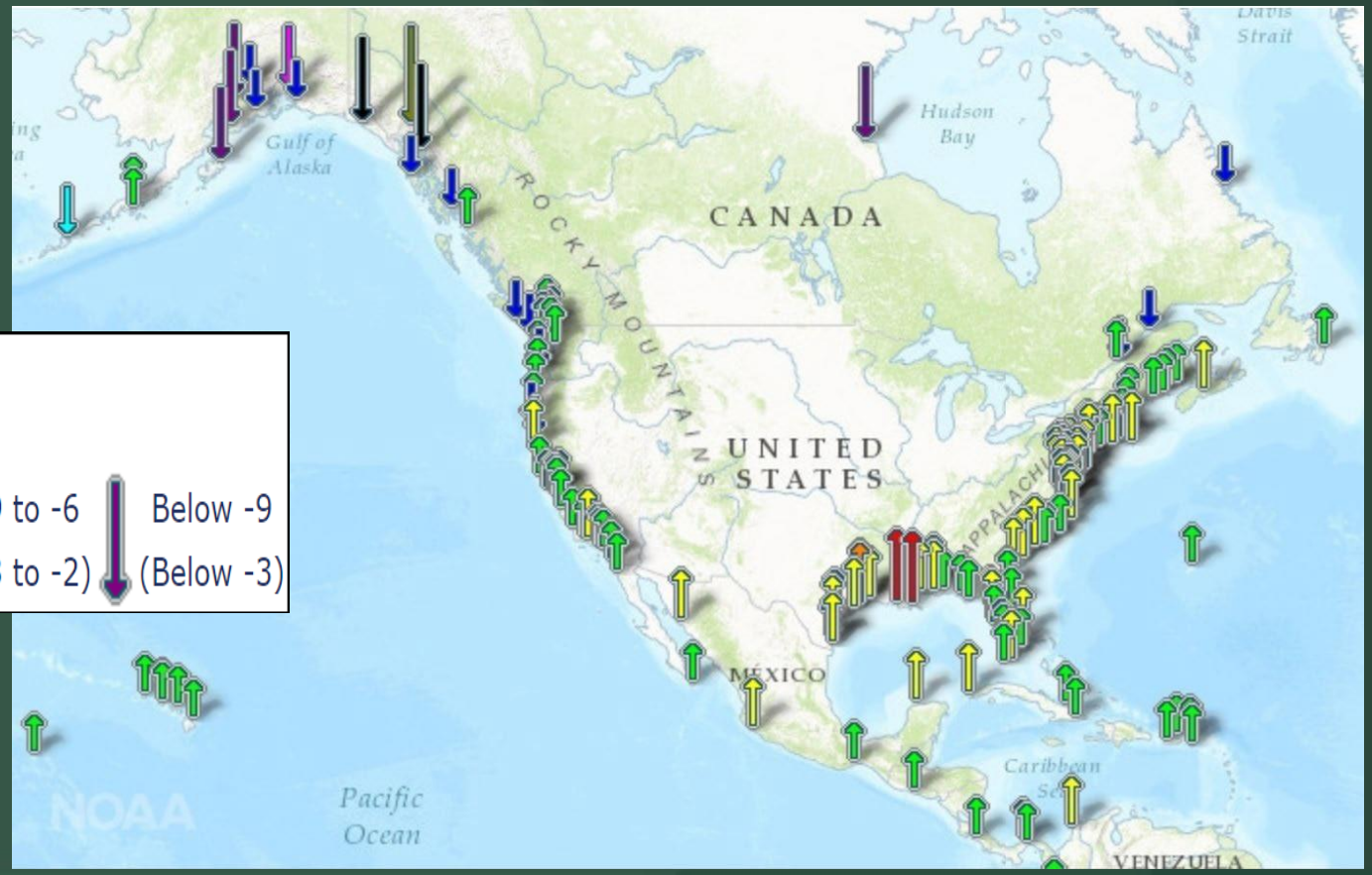
# City Elevations



# Sea Level Rise Impact on Drainage

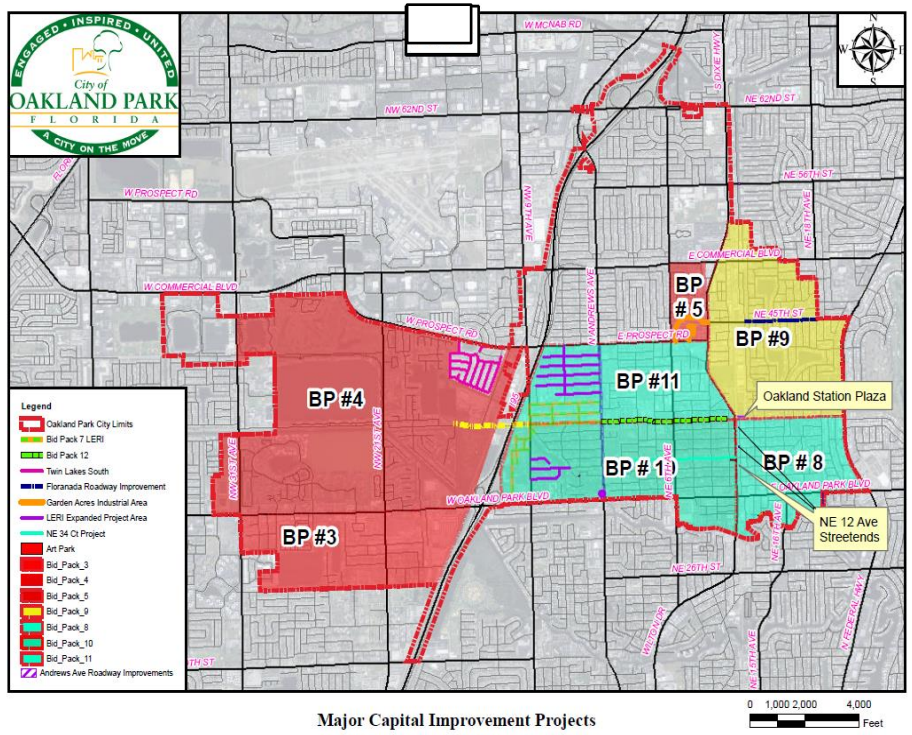
Using at least 30 years of observations from 142 long-term water level stations NOAA has calculated mean sea level trends relative to a fixed place on land.



# City Stormwater Infrastructure Improvements

- Bid Pack Projects
- Sewer Lining
- Upgraded Pump Stations
- Swale Upgrades
- Water and Sewer Line Upgrades
- Roadway Projects with Drainage Upgrades
- Dredging
- Stormwater System Cleaning
- Catch Basin Inspections
- Lake Maintenance



Major Capital Improvement Projects



# Stormwater Master Plan Update

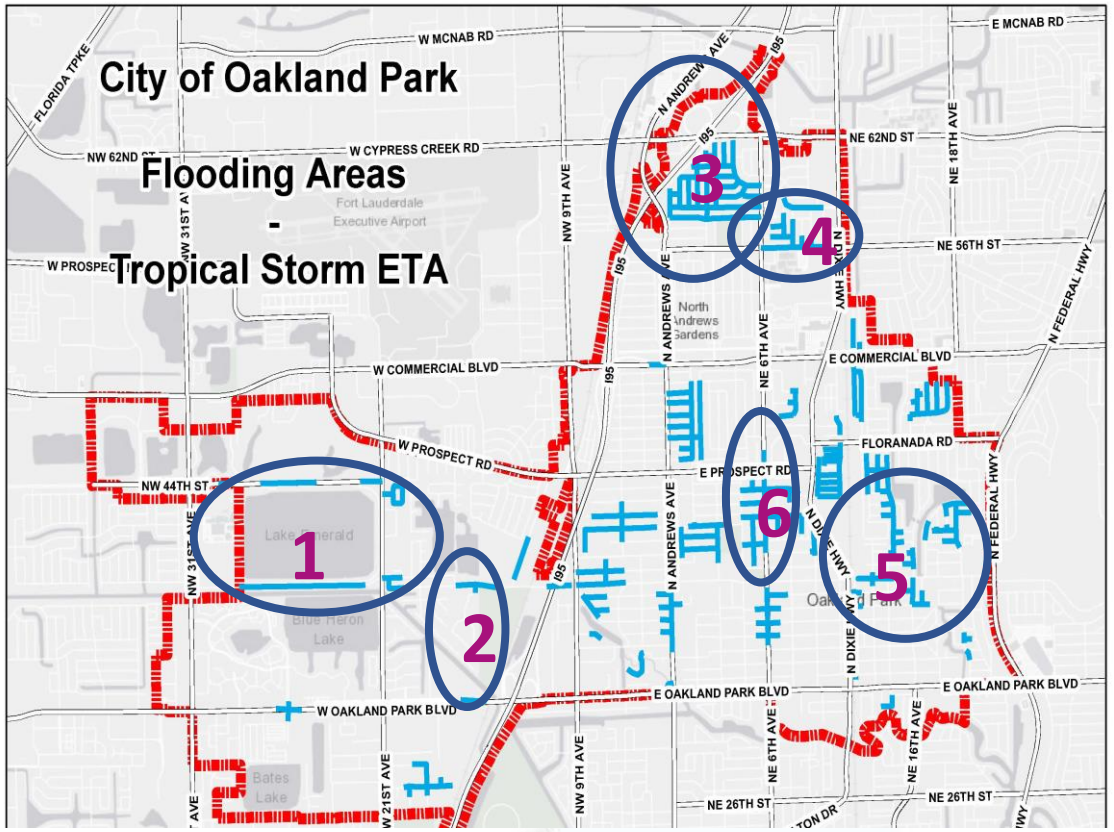
**February 5, 2020**:
Master Plan and Vulnerability Assessment Work Authorization

**July 2020:**
Vulnerability Assessment completed

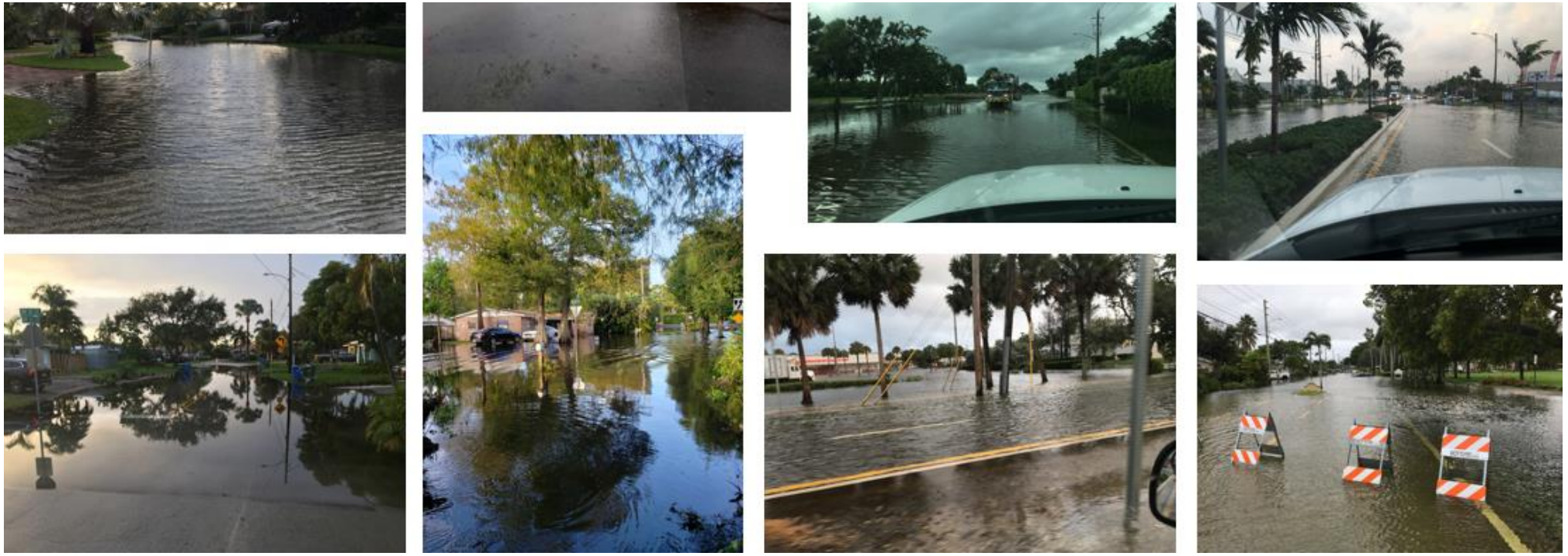
**November 2020:**
Incorporated Hurricane Eta findings into Master Plan

**February 2022:**
Stormwater Rate Sufficiency in conjunction with Master Plan Study

**July 2021:**
Budget Message includes anticipated rate adjustments for FY 23



Hazen



# City of Oakland Park Stormwater Master Plan

June 1, 2022

# Background/Purpose of the Study

## Project Phases

- Data Collection
- Modeling
- CIP Development
- Funding Source Identification
- Permitting Methodology
- Review of Recent Flooding

| Stormwater Master Plan Update and Flood Vulnerability Assessment Scope of Services | Task Completed |
|---|---|
| Stormwater Inventory/Data Collection | ✓ |
| As-built Data Conversion & GIS Database Update | ✓ |
| Existing H&H Model (development, execution, and post-processing) | ✓ |
| Level of Service Analysis | ✓ |
| Develop Capital Improvement Projects (CIPs) | ✓ |
| Proposed H&H Model (development, execution, and post-processing) | ✓ |
| Finalize Recommendations and Cost Estimates | ✓ |
| Evaluation of CIP Impacts on Stormwater Utility Rates | ✓ |
| Identify Framework for Stormwater Asset Management Plan | ✓ |
| Finalize Master Plan Report (and additional deliverables) | ✓ |
| Flood Vulnerability Assessment (2020) | ✓ |
| Climate Change Adaptation Strategies (2020) | ✓ |
| Comprehensive Plan Draft Updates Development (2020) | ✓ |

# Data Collection and Modeling

## Software & Tools

- ArcGIS
- Arc Hydro
- GWIS
- Model Builder
- ICPR (version 4)
  - 1D Hydraulics w/ Overland Flow Weirs
  - 2D Groundwater Module






ArcGIS



# Modeling Methodology and Parameterization

## Topography

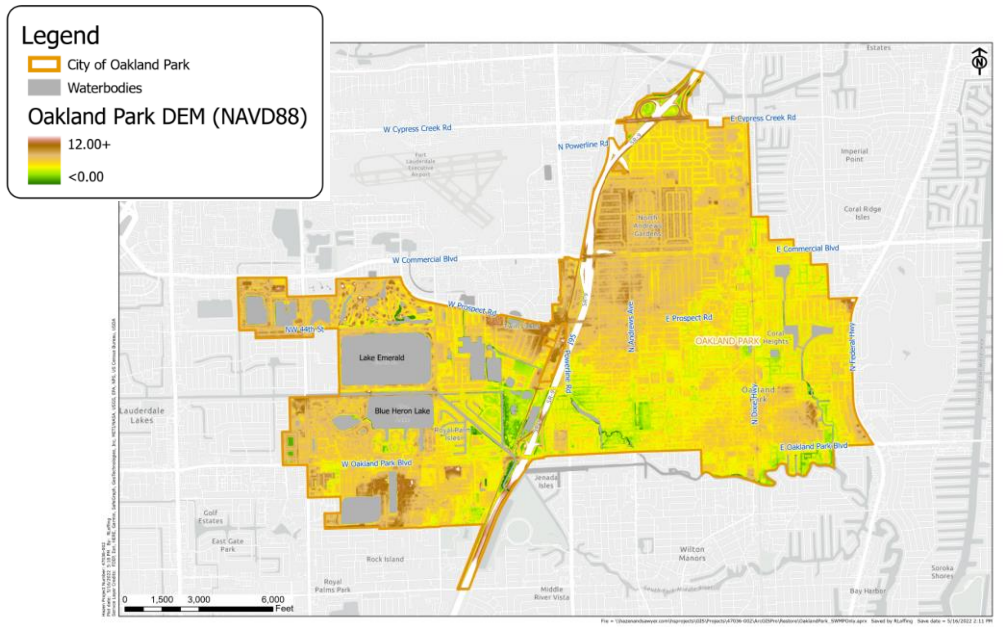
- Aerials Imagery, BCPA
- Digital Elevation Model (DEM)
- Watershed/Subbasin Delineation

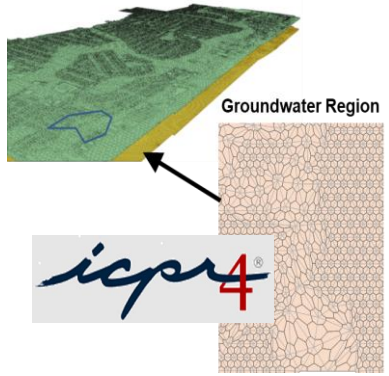
## Hydrology

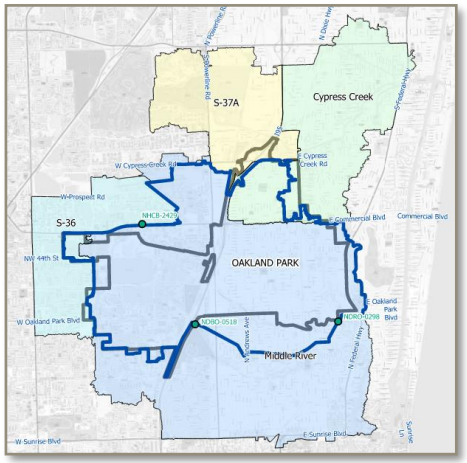
- Rainfall (with Broward County Change Factors)
- Land Use/ Land Cover (Current/Future)
- Soils, NRCS SSURGO database

## Hydrogeology

- Bathymetry
- Groundwater Parameterization (Current/Future)




| Design Storm | SFWMD Mean Depth (inches) | Rainfall Percent Increase | Modeled Rainfall Depth (inches) |
|---|---|---|---|
| 5-year, 24-hour | 7.7 | 9% | 8.39 |
| 10-year, 24-hour | 8.7 | 9% | 9.50 |
| 25-year, 24-hour | 11.1 | 12% | 12.42 |
| 25-year, 72-hour | 15.1 | 12% | 16.98 |
| 100-year, 72-hour | 18.6 | 13% | 21.07 |

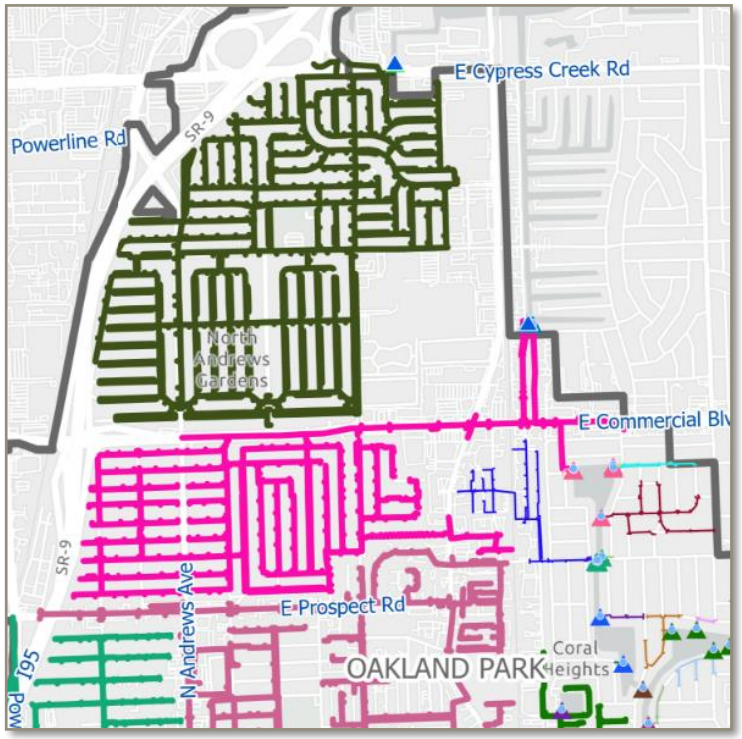
# Modeling Methodology and Parameterization

**Hydraulics**

- As-builts (GIS Conversion)
- Stormwater GIS Database/Atlas
- Drainage System Identification

**Boundary Conditions**

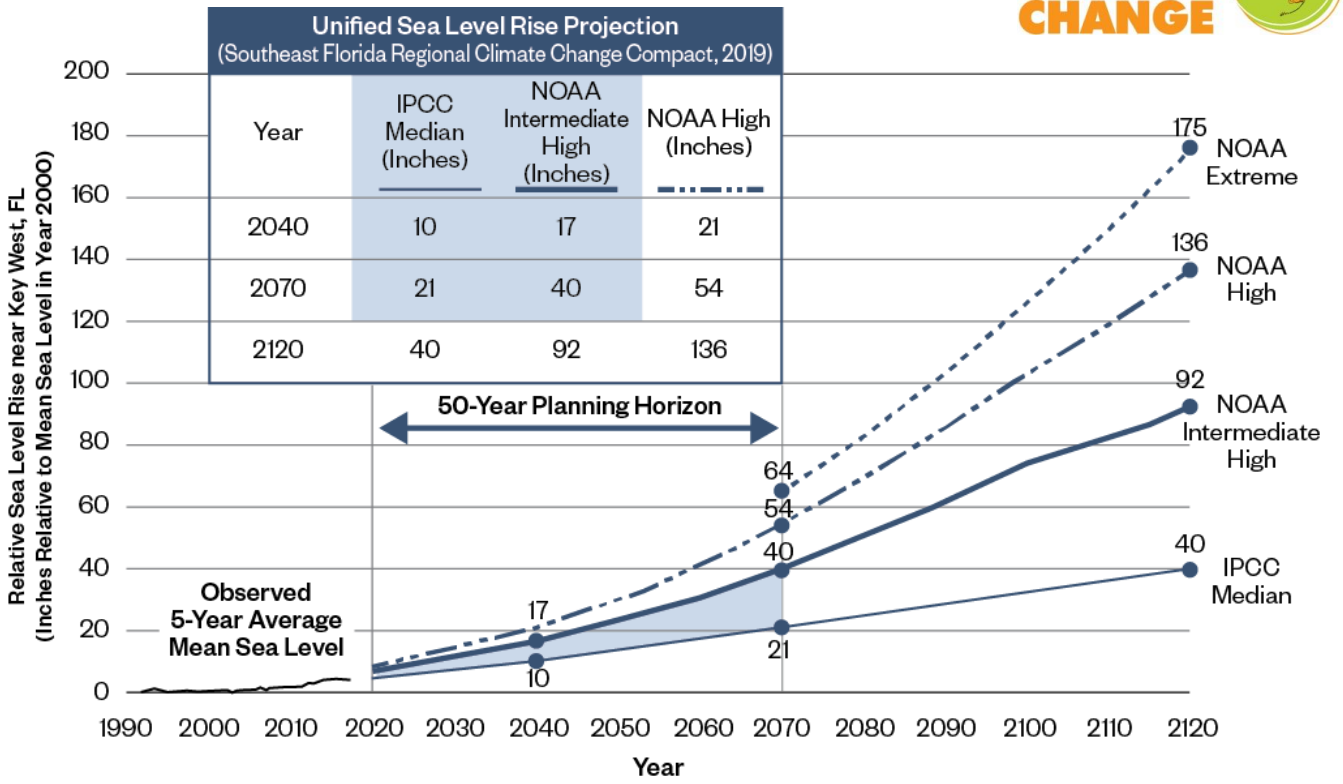
- External Inflows (S-36)
- Tidal Conditions & SLR
- Intra-watershed Nodes




SOUTHEAST FLORIDA REGIONAL COMPACT CLIMATE CHANGE

**Unified Sea Level Rise Projection**
(Southeast Florida Regional Climate Change Compact, 2019)

| Year | IPCC Median (Inches) | NOAA Intermediate High (Inches) | NOAA High (Inches) |
|---|---|---|---|
| 2040 | 10 | 17 | 21 |
| 2070 | 21 | 40 | 54 |
| 2120 | 40 | 92 | 136 |

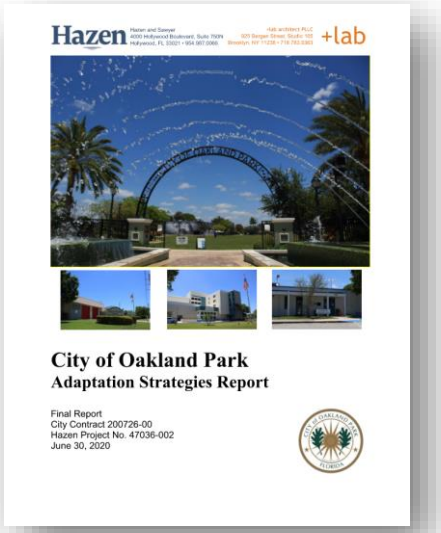


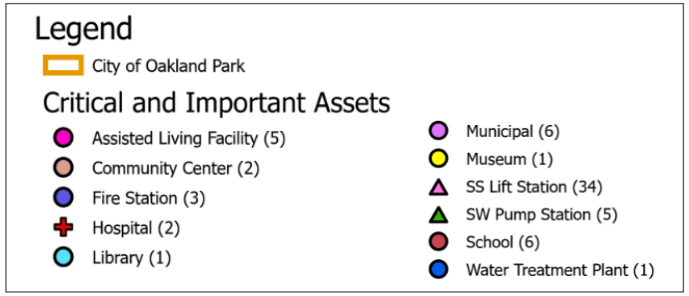
# Modeling Methodology and Parameterization

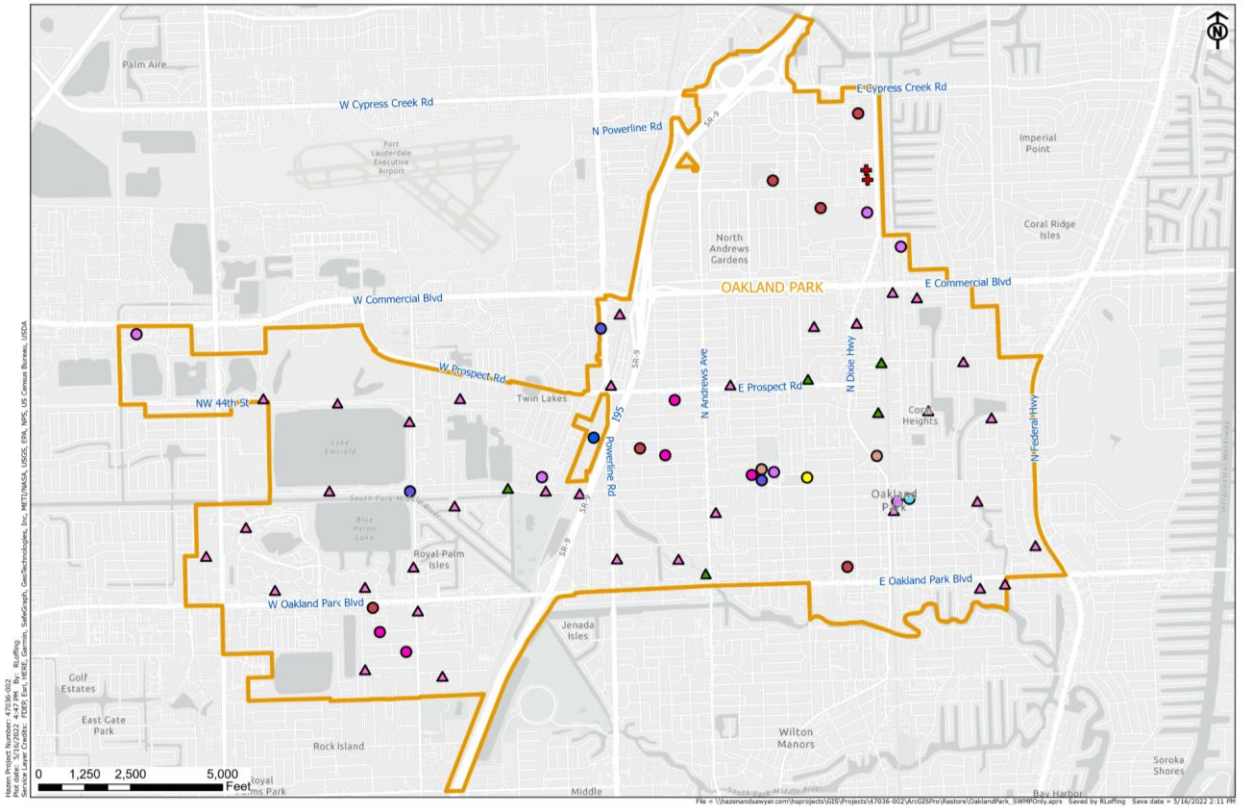
## Insights

- Repetitive Losses and Historical Complaints
- City's Internal Knowledge, Records & Photographs
- Critical and Important Facilities
- Flood Vulnerability Assessment and Adaptation Report (2020)



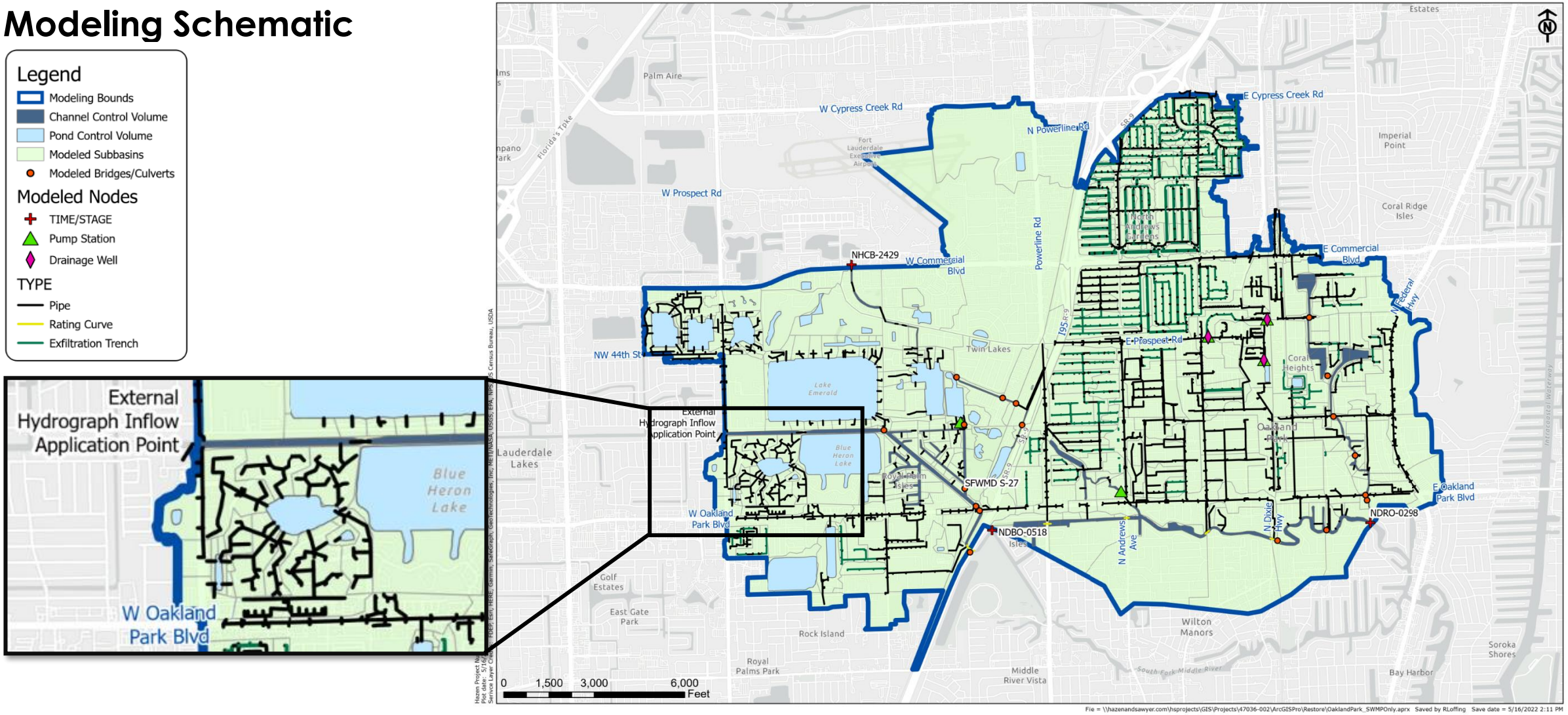



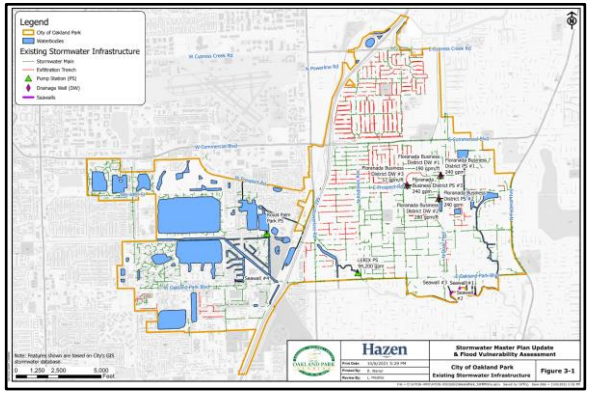



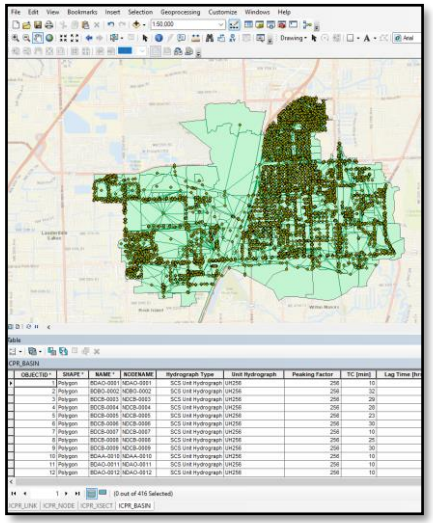
# Modeling Methodology and Parameterization

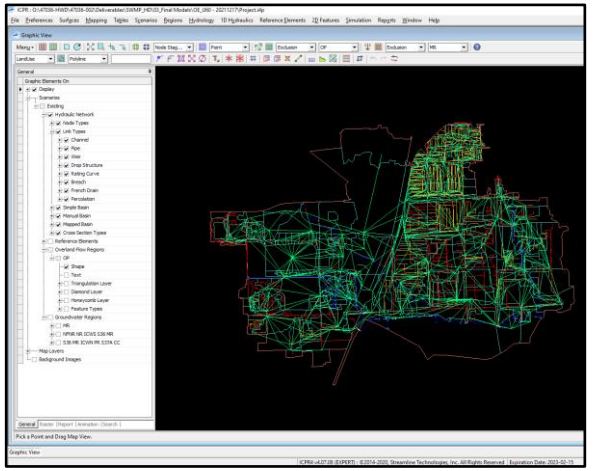
## Modeling Schematic

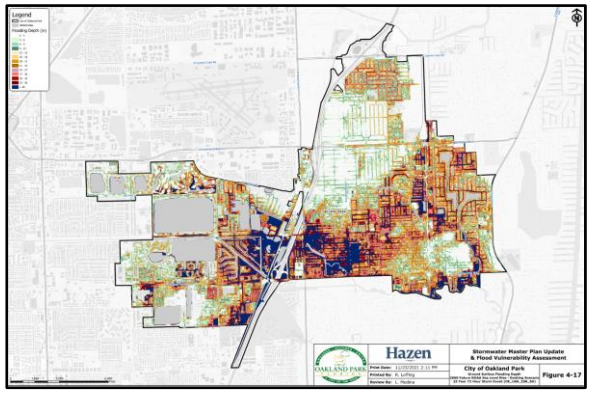


# Modeling Workflow



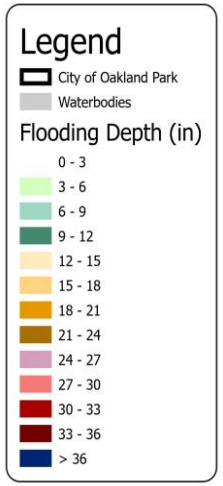



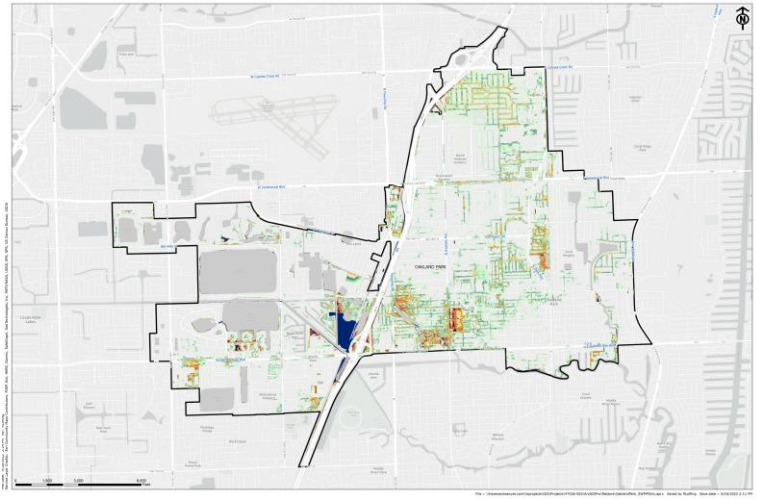




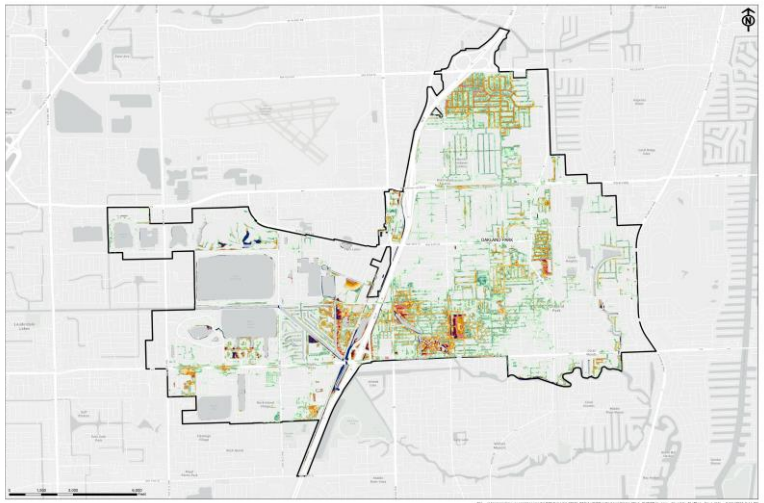

Stormwater GIS Database → GWIS Database → H&H Model (ICPRv4) → Modeling Results & Inundation Rasters

# Flood Risk Modeling Results

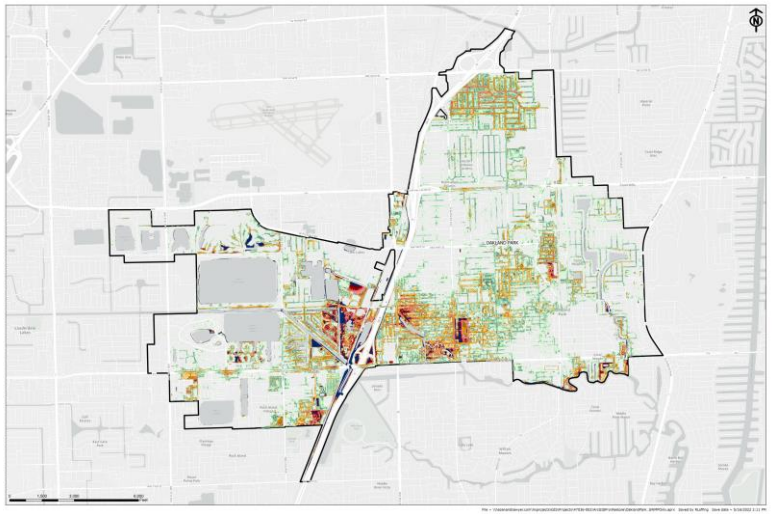


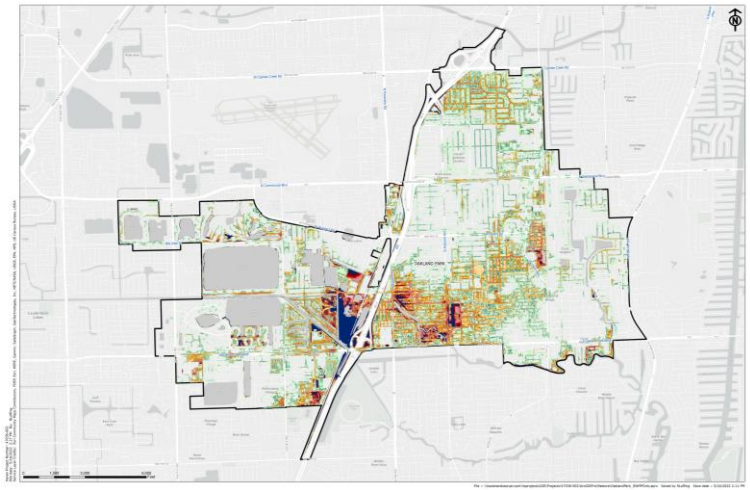
Current 10yr-24hr, 2020 SLR



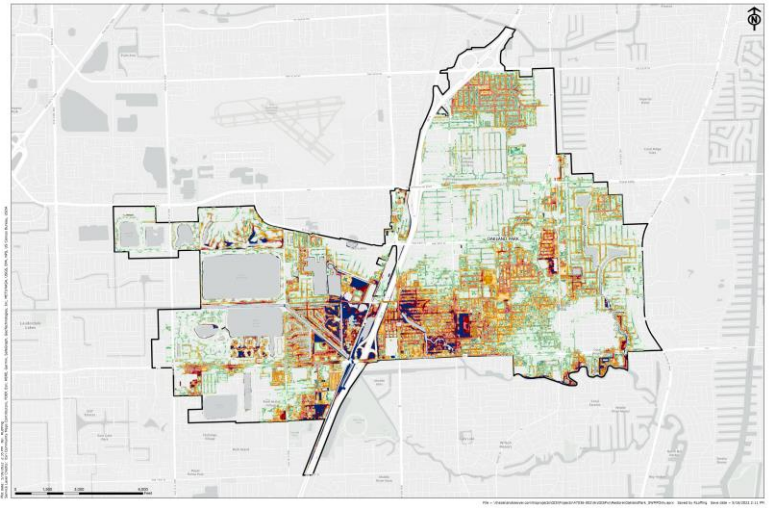
Future 10yr-24hr
2035 NOAA Intermediate SLR



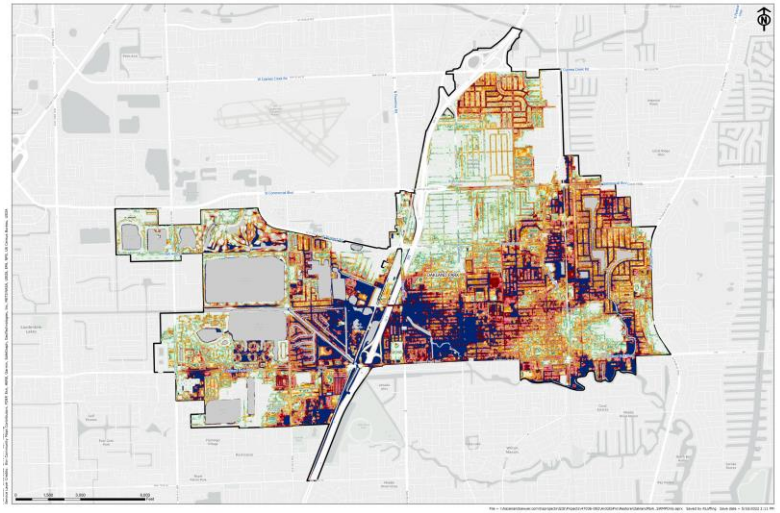
Future 10yr-24hr,
2060 NOAA Intermediate SLR



Current 100yr-72hr, 2020 SLR



Future 100yr-72hr
2035 NOAA Intermediate SLR



Future 100yr-72hr
2060 NOAA Intermediate SLR

# Identification of Flood Prone Areas

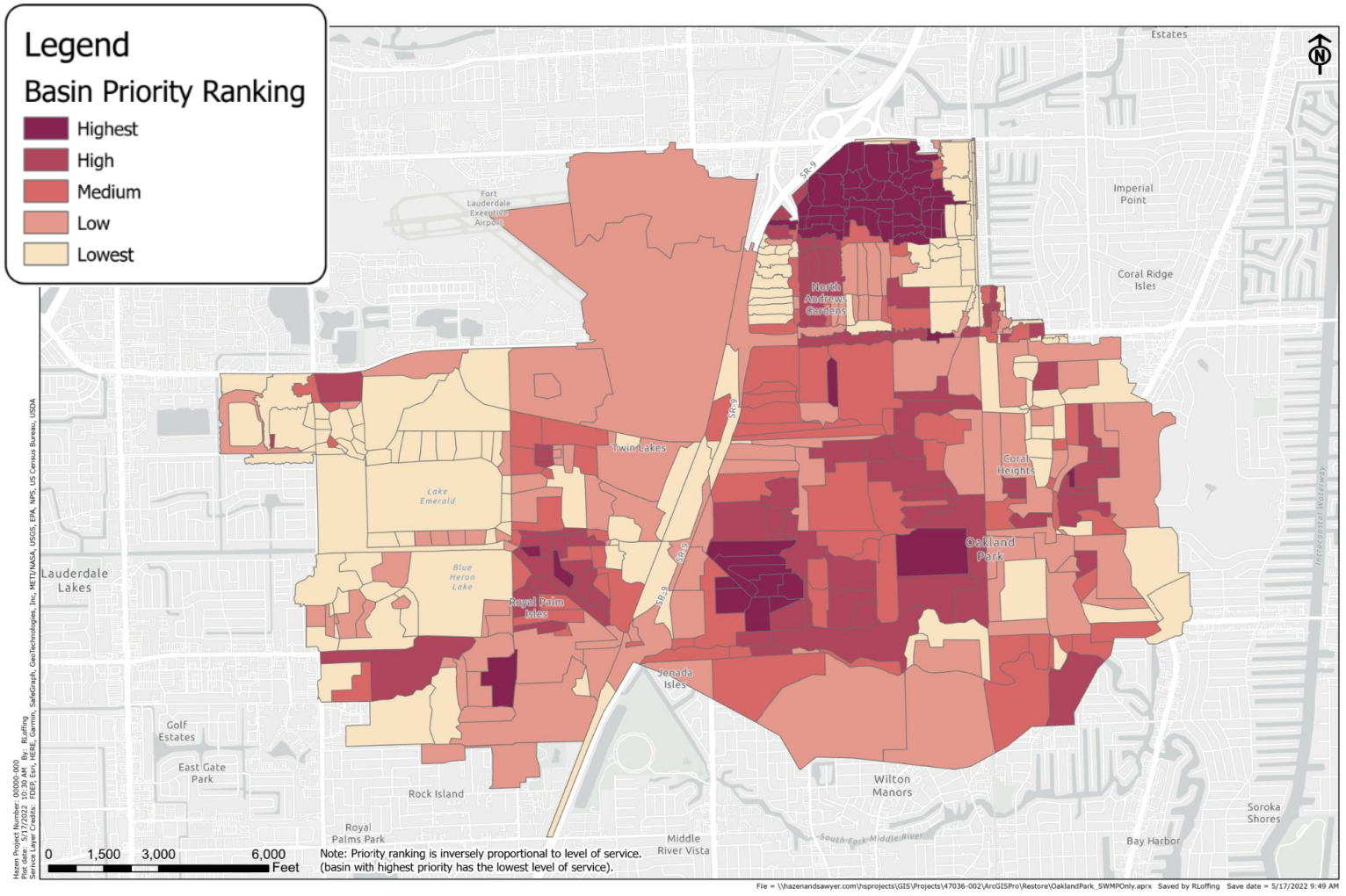
## Level of Service Analysis (LOS)

### LOS Criteria

- Roadways: 10-year, 24-hour Design Storm
- Structures: 100-year, 72-hour Design Storm

| | Performance Parameter | Performance Measure | Weight Factor |
|---|---|---|---|
| Score Based on Flooded Structures | Critical Structures | *Number of structures/acre impacted in 100-year 72-hour flood* | 1000 |
| | Important Structures | *Number of structures/acre impacted in 100-year 72-hour flood* | 875 |
| | Residential/Non-Residential Structures | *Number of structures/acre impacted in 100-year 72-hour flood* | 750 |
| | Repetitive Loss Areas | *Number of RLAs/acre impacted in 100-year 72-hour flood* | 875 |
| | Critical Structures | *Number of structures/acre impacted in 10-year 24-hour flood* | 2000 |
| | Important Structures | *Number of structures/acre impacted in 10-year 24-hour flood* | 1500 |
| | Residential/Non-Residential Structures | *Number of structures/acre impacted in 10-year 24-hour flood* | 1000 |
| | Repetitive Loss Areas | *Number of RLAs/acre impacted in 10-year 24-hour flood* | 1500 |

| | Performance Parameter | Performance Measure | Weight Factor |
|---|---|---|---|
| Score Based on Flooded Roads | Evacuation Routes | *Linear feet(LF)/acre inundated in the 10-year 24-hour flood* | 20 |
| | Evacuation Routes | *LF/acre inundated in the 100-year 72-hour flood* | 10 |
| | Arterial | *LF/acre inundated in the 10-year 24-hour flood* | 5 |
| | Arterial | *LF/acre inundated by 6-inches or more in the 100-year 72-hour flood* | 2 |
| | Collector | *LF/acre inundated in the 10-year 24-hour flood* | 5 |
| | Collector | *LF/acre inundated by 9-inches or more in the 100-year 72-hour flood* | 2 |
| | Local | *LF/acre inundated in the 10-year 24-hour flood* | 1 |
| | Emergency Access (any street) | *LF/acre inundated by 3-feet or more in the 100-year 72-hour flood* | 50 |

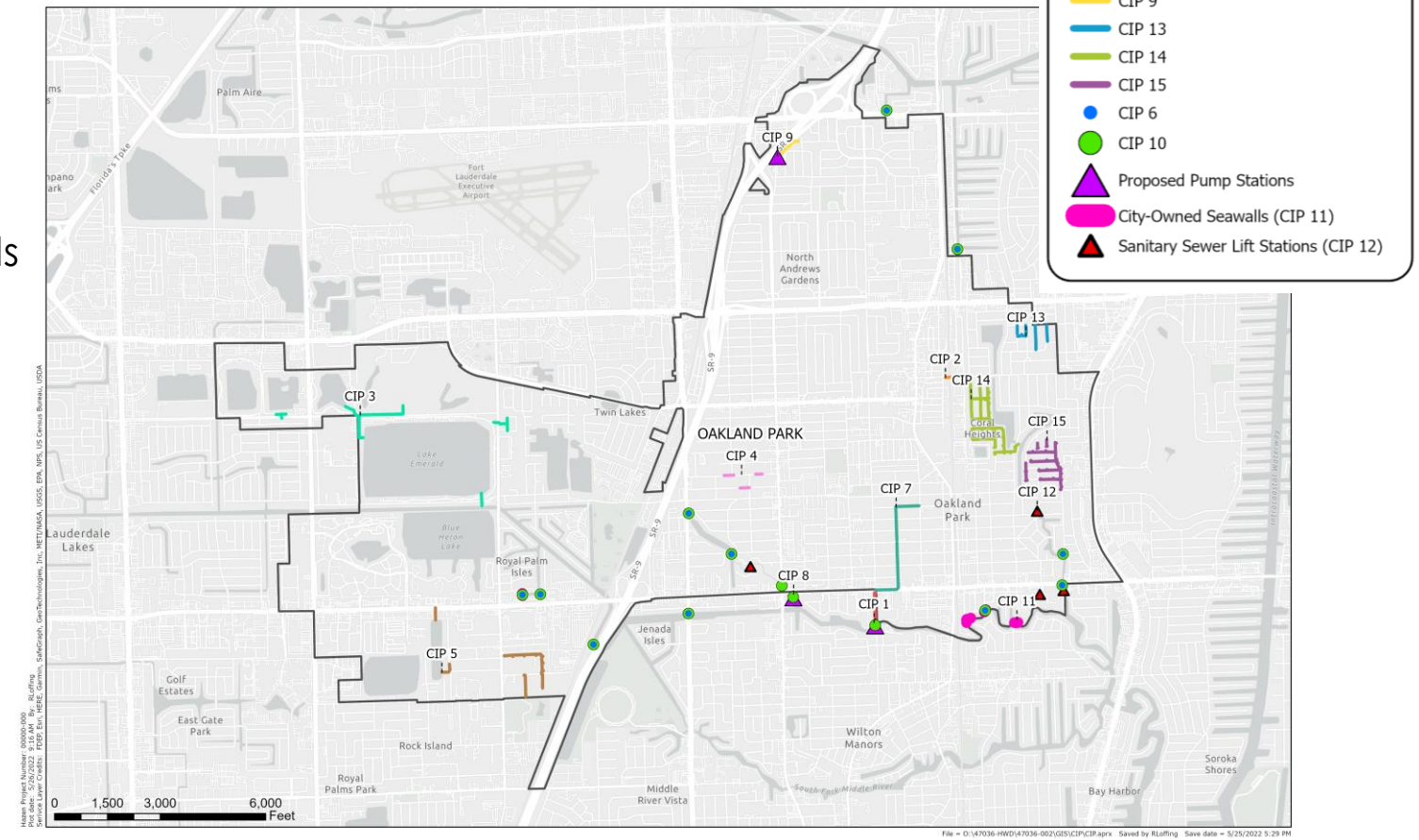


# Proposed Capital Improvement Program

## CIP Summary

- Total No. of Projects Identified: 15
- Estimated Cost:  48.8M (2021 dollars)
- Estimated Duration: 10 - 15 years
- Additional Recommendations

1. NE 6th Avenue Outfall
2. Floranada Pump Stations and Drainage Wells
3. Emerald Lakes Basin
4. Lake Tahoe
5. Interconnecting Drainage System
6. Critical Outfall Structures
7. NE 6th Avenue Pump Station
8. N. Andrews Ave & Oakland Park Boulevard
9. N. Andrews Gardens Study
10. Tidal Valves
11. Raining and Replacing Flood Barriers
12. Protecting Sanitary Sewer Lift Stations
13. NE 48th and NE 15tyh Way/NE 16th Ave.
14. West Coral Lake
15. East Coral River



# Grant Funding Received

**Previous**

Sleepy River Stormwater Pump Station - $7.9M

Stormwater Vulnerability Assessment - $75K

NE 3rd Ave Drainage Improvements (Bid Pack 11) - $156K

Bid Pack 8 Drainage - $100K

North Andrews Gardens County Surtax Project. - $2.0M



**Current**

North Andrews Gardens County Surtax Project. - $2.0M

NE 6th Ave Drainage Improvements - $5M

NE 13th Ave Drainage Improvements - $ 1.9M

# City of Oakland Park

## Stormwater Revenue Sufficiency Study

RAFTELIS

RAFTELIS

- Develop a funding strategy to pay for stormwater system operations, maintenance, and capital improvements
  - Specifically, to fund the identified stormwater master plan projects over the forecast period
- Estimate revenue requirements to be recovered from stormwater rates
- Identify the need for rate adjustments over the forecast period, FY 2023 to FY 2027
  - Based on projected revenues, operating expenses, capital requirements, and debt service coverage requirements

# Existing Stormwater Assessment

- $84.00 per equivalent residential unit (ERU)
  - Residential:  $84.00 x number of dwelling units
  - Non-residential:  $84.00 x (impervious area (sq ft) ÷ 1,507 sq ft)
  - Undeveloped:  $84.00 x 0.12 x (total area (sq ft) ÷ 1,507 sq ft)
- Rate has not been adjusted since FY 2016
  - $72.00 from 2003 to 2015
- School Board stopped making payments in FY 2019, creating a loss of approximately $200,000 a year in revenue
- Revenues at existing rate projected at $3.4 million per year

# FY 2022 Revenue Sufficiency

| Description | FY22 Projected |
|---|---|
| Gross Revenues | $3.48m |
| Operating Expenses | (2.72m) |
| Debt Service | (0.77m) |
| Capital | (0.51m) |
| **Surplus/(Deficiency)** | **($0.52m)** |

# Projected Operating Expenses

- Based on the adopted fiscal year 2022 budget
- Projections for fiscal year 2023 through 2027 were adjusted based on the following adjustment factors:
  - Labor: 5.0% per year
  - Health Insurance: 5.0% per year
  - Repair & Maintenance: 3.0% per year
  - Electricity / Fuel: 5.0% per year
  - General Inflation: average of 3.5% per year
- The projected annual average increase in operating expenses over the forecast period is estimated at 3.75% per year

# Capital Improvement Plan

- The City Commission has adopted approximately $9.1 million in stormwater capital improvements through fiscal year 2026
  - This includes $1.9 million in prior period carryforward projects funded from operating reserves
  - Public Works Operations Facility - $2.1 million-22
  - NE 13th Avenue Infrastructure Improvements - $2.7 million
  - Lady Lake Trail - $0.3 million
  - Other renewal & replacements projects and vehicle purchases
- Hazen and Sawyer has identified approximately $48.8 million in master plan projects
  - Staff has prioritized $20.5 million of these projects to be funded through fiscal year 2027 based on funding availability
  - Debt funding recommended to provide resources needed (State Revolving Loan Fund)

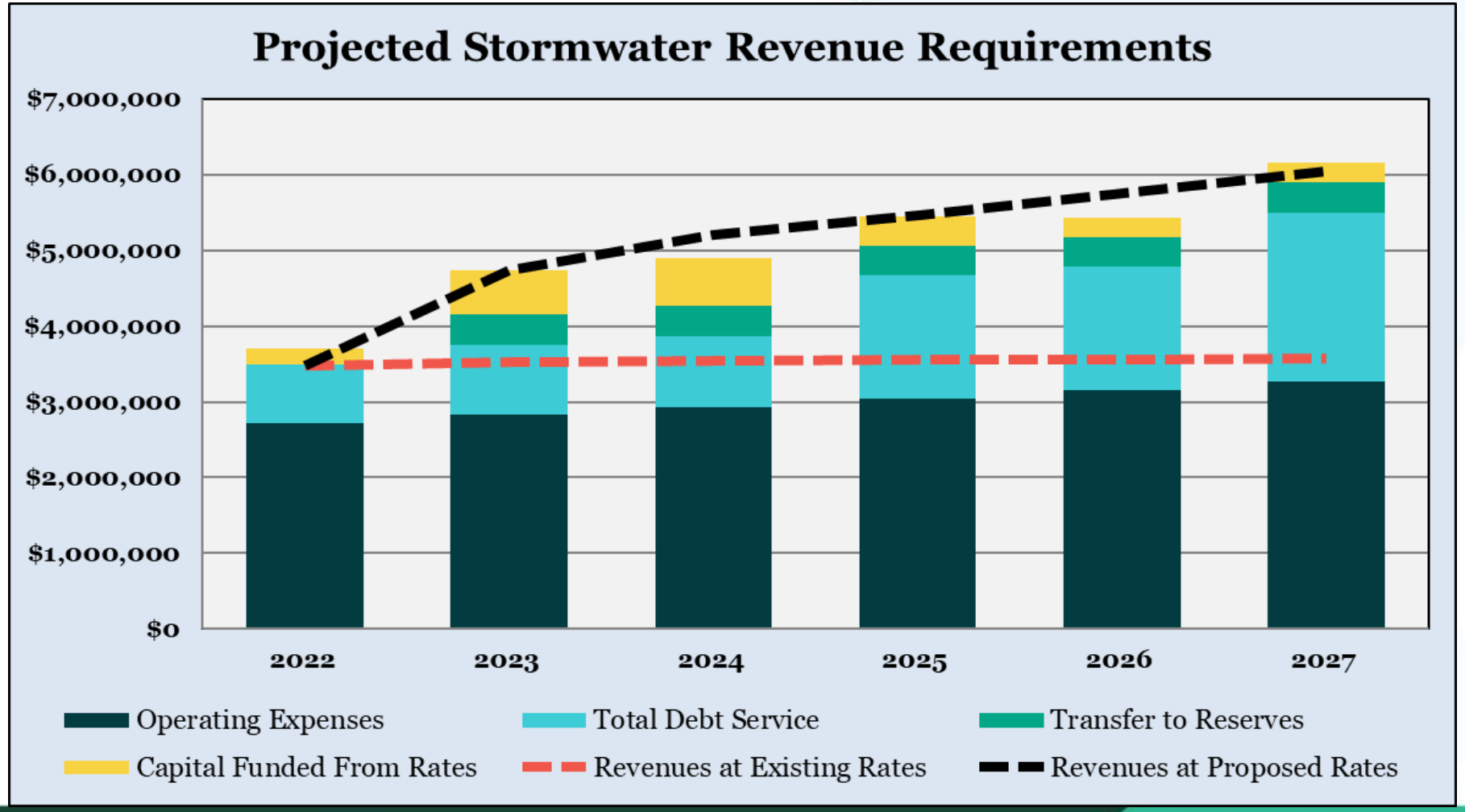
# Historical & Proposed Stormwater Rates

Recommended Future Rates

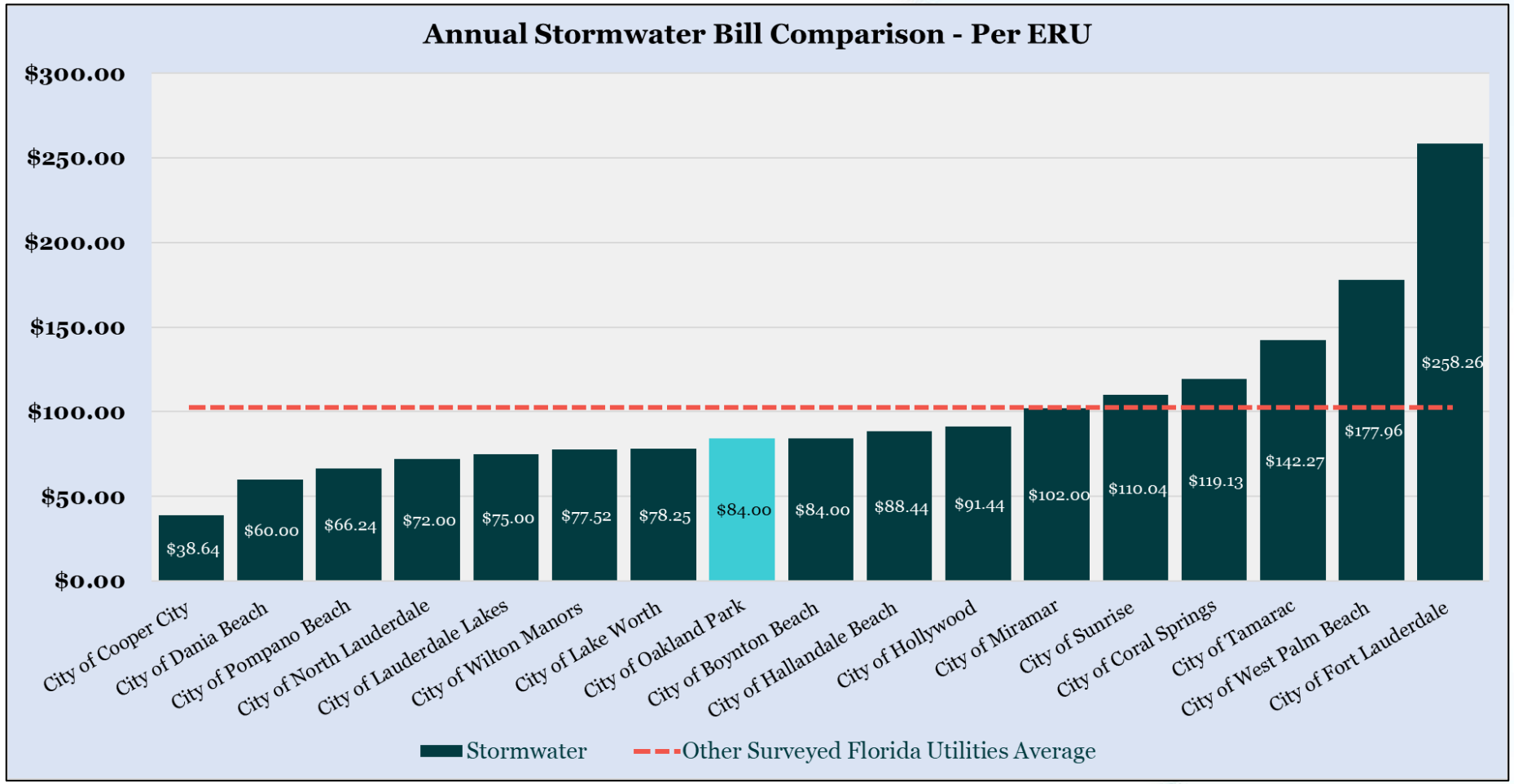
Current Rate

| Fiscal Year | 2003 | 2016 | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|---|---|---|---|---|---|---|
| Annual Charge per EDU | $72.00 | $84.00 | $114.00 | $125.00 | $131.00 | $138.00 | $145.00 |
| Annual Increase | | $12.00 | $30.00 | $11.00 | $6.00 | $7.00 | $7.00 |
| Monthly Increase | | $1.00 | $2.50 | $0.92 | $0.50 | $0.58 | $0.58 |

# Revenue Requirements



# Stormwater Rate Comparison



# Conclusions & Recommendations

- Consider the proposed rate adjustments and include in the fiscal year 2023 budget.
- The proposed rate adjustments achieve the following:
  - Funds continuing operations, the adopted CIP, and the identified master plan projects
- The proposed rates are recommended to become effective October 1, 2022 and each October 1st thereafter.
- Recommend updating this study every 3 to 5 years.


CITY of OAKLAND PARK
INCORPORATED 1929
FLORIDA

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 11

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Rhea Rivera, CGFM<br>Director, Financial Services | **DEPARTMENT HEAD APPROVAL:** | FINANCIAL SERVICES |

**SUBJECT:**
Adoption of FY 2027 Preliminary Operating & Debt Service Millage Rates and Establishment of Time, Date and Location for a Public Hearing and Adoption of the Tentative FY 2027 Operating and Debt Service Millage Rates to be held 6:30 p.m., September 9, 2026, in Commission Chambers at 1100 Park Lane East, Oakland Park, Florida.

## 1. BACKGROUND/HISTORY

**Issue Statement:** The City must adopt preliminary FY 2027 operating and debt service millage rates to be provided to the County Property Appraiser by August 4, 2026.

**Recommended Action:** It is recommended that the Commission adopt a resolution adopting the following proposed preliminary millage rates:

- Operating Millage Rate: 5.6799 mills;
- Series 2020 G.O. Bond Debt Service Millage: 0.3136 mills;
- Series 2022 G.O. Bond Debt Service Millage: 0.1706 mills;

as well as establishing 6:30 p.m., Wednesday, September 9, 2026, in Commission Chambers at 1100 Park Lane East, Oakland Park, Florida, as the time, date, and location for the first public hearings on the City's FY 2027 millage rates and annual operating budget.

In accordance with Florida Statutes, the City must conduct certain public hearings and set a millage rate for the FY 2027 annual operating budget within a defined timeframe. To ultimately adopt a final millage rate and budget, the City must hold two (2) public hearings. The first, the "tentative" hearing, is advertised on the Notice of Proposed Property Taxes (TRIM Notice) that the County Property Appraiser mails. The City must notify the Property Appraiser of the proposed millage rate, as well as the date, time, and place of the City's public hearings on the tentative millage rate and the tentative budget by August 4, 2026.

## 2. CURRENT ACTIVITY

The 2026 property tax base, which forms the basis of the FY 2027's property tax revenue, has increased by 6.49% in the past year to about $6.6 billion currently.

Since adopting a peak operating millage rate of 6.3995 in FY 2014, the City reduced millage for six consecutive years, achieving a rate of 5.9985 mills in FY 2019. Oakland Park was one of only four cities in Broward County that consecutively reduced millage over that period. The millage rate was increased to 6.0880 mills for FY 2020 due to growing operating costs. In response to the COVID-19 pandemic and the economic burden it placed on taxpayers, the City's FY 2021 operating millage rate was reduced to 5.8910 mills, the largest single millage rate reduction in over a decade. Since then, the operating millage continues to decrease every year bringing it down to 5.6979 mills in FY 2026.

**For FY 2027, the proposed operating millage rate is 5.6799 mills, a decrease of 0.0180 mills from FY 2026. This is the City's lowest operating millage rate in sixteen years and the twelveth reduction in the past thirteen years.** The recommended millage rate is expected to generate about $35.7 million in property tax revenue to fund the general operations of the City.

Under the State's TRIM statute, the City will be required to advertise a 5.04% increase over the rolled-back rate of 5.4074 mills. With the current property base increase, the proposed rate would generate about $1.7 million more in revenue than the rolled-back rate at an approximately 95% rate of collection.

In 2018, over two-thirds of Oakland Park's voters approved the issuance of $40 million in General Obligation (G.O.) bonds to rebuild and enhance the City's Fire-Rescue and community facilities. In May 2020, the City was assigned an investment grade AA credit rating by Standard and Poor's and in June 2020, the first tranche of bonds (Series 2020) was sold at the low effective interest rate of 2.26%, securing $26 million of the approved $40 million. In late 2021, it became clear that large increases in the interest rates could be expected - to avoid higher interest costs, the City moved quickly to sell the remaining bonds and secure lower interest rates. In February 2022, the remaining $14 million of the approved $40 million G.O. bonds were subsequently sold at the effective interest rate of 2.59% (Series 2022). These proceeds are being utilized to fund Oakland Park's **Building Our Second Century** program facility efforts. These G.O. bond proceeds are financed over a 20-year period. The City is required to pay the bonds' debt service costs by levying the voter-approved debt service millage.

The G.O. bond debt service to be paid next fiscal year is approximately $3.05 million, which will require a debt service millage rate of 0.3136 mills for the 2020 Series and a debt service millage rate of 0.1706 mills for the 2022 Series. The Commission is asked to adopt a specific rate for each specific series. **The combined debt service millage**

**rate is 0.4842** for both 2020 & 2022 G.O. Bond Series. This rate is a decrease of about 5.24% compared to FY 2026

The proposed tax value of the millage rates will appear on the TRIM notices to be mailed in August as separate lines, one for operating and another for debt service.

## 3. FINANCIAL IMPACT

The recommended operating millage rate is 5.6799 mills, and the total debt millage rate is 0.4842 mills. The operating millage will generate about $35.7 million in revenues, while the total recommended debt service millage will generate about $3.05 million equivalent to the debt service of the G.O Bonds due in FY 27. The revenues generated from the operating and debt service millage presume an approximately 95% collection rate.

Florida's "Save Our Homes" law limits the growth of taxable value for homesteaded properties. As provided in Section 193.155(1), F.S., beginning in 1995, or the year after the property receives homestead exemption, an annual increase in assessment shall not exceed the lower of the following: Three percent of the assessed value of the property for the prior year; or the percentage change in the Consumer Price Index (CPI) for all urban consumers, U.S. city average, all items 1967 = 100 or successor reports* for the preceding calendar year as initially reported by the U.S. Department of Labor, Bureau of Labor Statistics.

For 2026, the CPI change reported by the Florida Department of Revenue is 2.7%. As such, the maximum growth in taxable value a homesteaded residence can experience is 2.7%. About 61% of all Oakland Park residential properties are homesteaded and will only be experiencing a 2.7% increase in taxable value. With this maximum taxable value increase and the proposed operating millage rate of 5.6799, the median homesteaded single-family home from last year would experience a $35.41 or 3.03% increase in City property tax for operations, or equivalent to $2.95 a month.

With the total debt service millage of 0.4842, the estimated cost reduction to a homesteaded single-family home would be $2.16 (-2.06%) from last year. All $40 million of the general obligation bonds approved by voters have been sold. The annual cost of $102.59 to the median, homesteaded, single-family home is the equivalent of about $8.55 a month. This is well below the $10.00 a month estimated cost that was shared during public educational outreach in 2018.

With the proposed operating and debt service millage rates, the net impact to the median single-family home would be a $2.77 monthly increase or $33.25 for the year.

## 4. RECOMMENDATION

It is recommended that the City Commission adopt a resolution approving the following

proposed preliminary millage rates:

- Operating Millage Rate: **5.6779** mills;
- Series 2020 G.O. Bond Debt Service Millage: **0.3136** mills;
- Series 2022 G.O. Bond Debt Service Millage: **0.1706** mills;

as well as establishing 6:30 p.m., Wednesday, September 9, 2026, in Commission Chambers at 1100 Park Lane, Oakland Park, Florida, as the time, date, and location for the first public hearings on the City's FY 2027 millage rates and annual operating budget.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2020 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2022 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the proposed budget has been prepared estimating expenses and revenues of the City of Oakland Park, Florida for the Fiscal Year 2026-2027, with detailed information, including revenues to be derived from sources other than ad valorem levy, and the City Manager has made recommendations as to the amount to be appropriated for the ensuing year; and

**WHEREAS**, the City Commission has met and considered the recommendations of City staff relative to the proposed budget and the proposed millage rate to be levied to carry on the government of the City for the ensuing year.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The proposed operating millage rate necessary to be levied against ad valorem valuation of property subject to taxation in the City of Oakland Park, Florida to produce a sufficient sum which together with departmental and other revenues will be sufficient to pay for appropriations made in the preliminary budget for the fiscal year is hereby set at _____ mills.

**SECTION 3.** The Operating Millage adopted herein is greater than the rolled-back rate of 5.4074 mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, 2002, as amended) by _____ %. The percentage shall be known as the percentage increase in property taxes adopted by the City.

**SECTION 4.** The millage levy for voted debt service, Series 2020, necessary to be levied against ad valorem valuation of property subject to taxation in the City of Oakland Park, Florida to produce a sufficient sum of revenues sufficient to pay for General Obligation Bonds for the fiscal year is hereby set at 0.3136 mills.

**SECTION 5.** The millage levy for voted debt service, Series 2022, necessary to be levied against ad valorem valuation of property subject to taxation in the City of Oakland Park, Florida to produce a sufficient sum of revenues sufficient to pay for General Obligation Bonds for the fiscal year is hereby set at 0.1706 mills.

**SECTION 6.** The proposed millage rates will be reflected in the Broward County Appraiser TRIM notice, which will serve to notify all property owners of a public hearing to be held on the 9th day of September 2026 at 6:30pm for the purpose of hearing objections or criticisms of the tentative budget and millage to be presented at that time. This meeting is for the purpose of setting a Tentative Tax Levy and Tentative Budget. Subsequently, on the 23rd day of September 2026, after being properly advertised in a newspaper published in Broward County, Florida, a second public hearing will be held for the purpose of hearing objections or criticisms of the proposed Final Tax Levy and Budget then adopting the Final Tax Levy and Budget.

**SECTION 7.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 8.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 9.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 10.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVE ARNST

| | |
|---|---|
| A. GORDON | _____ |
| L. NEWBOLD | _____ |
| F. BUDHOO | _____ |
| T. LONERGAN | _____ |
| S. ARNST | _____ |

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 12

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Julie Leonard<br>Public Works Director | **DEPARTMENT HEAD APPROVAL:** | PUBLIC WORKS |

**SUBJECT:** First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida

## 1. BACKGROUND/HISTORY

**Issue Statement:** In late 2019, Broward County and participating municipalities established the Solid Waste Working Group (SWWG), comprised of elected municipal officials and one Broward County Commissioner. The SWWG was formed to collaboratively develop strategies for a regional solid waste management system that would provide environmental benefits, operational efficiencies, and potential cost savings through coordinated solid waste disposal and recycling services.

As a result of these efforts, Broward County, the City, and 27 other municipalities entered into the Interlocal Agreement (ILA) for the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida. The ILA became effective on August 16, 2023, establishing the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (Authority) as an independent special district to provide long-term regional solid waste disposal and recyclable materials processing solutions while advancing waste diversion and sustainability goals.

Section 3.3 of the ILA requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA effective date. The Facilities Amendment must be approved by Broward County and participating municipalities representing at least eighty percent (80%) of the total population of participating municipalities before it becomes effective.

On April 17, 2026, the Authority's Governing Board approved the Facilities Amendment and the accompanying Master Plan. Approval of the Facilities Amendment by Broward County and the participating municipalities is the final requirement necessary for the Authority to satisfy its formation requirements.

Approval of the Facilities Amendment confirms the City's participation in the Broward Solid Waste Authority (BSWA) through August 15, 2063, for a forty-year (40) term. Under the ILA, the City will be required to direct all residential and commercial solid

waste disposal volumes to Authority-designated post-collection facilities. Applicable waste streams include, but are not limited to, municipal solid waste, yard waste, construction and demolition debris, recyclable materials, and bulk waste.

**Recommended Action:** Staff recommends the City Commission adopt the resolution approving the First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, and authorize the appropriate City officials to execute all documents necessary to implement the amendment.

## 2. CURRENT ACTIVITY

The City executed the Interlocal Agreement, effective August 16, 2023, establishing the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, which includes Broward County and 27 other municipalities.

The Facilities Amendment fulfills the requirements of Section 3.3 of the ILA and establishes the framework for the Authority's long-term operations. Specifically, the amendment:

1. Provides a long-term plan for regional solid waste disposal and recyclable materials processing.
2. Establishes procedures governing the use and disposition of Authority assets in the event of a wind down.
3. Provides for the orderly and efficient allocation of services during a wind down.

The Authority's Governing Board approved the Facilities Amendment and Master Plan on April 17, 2026. The Facilities Amendment will become effective upon approval by Broward County and participating municipalities representing at least eighty percent (80%) of the participating municipal population.

The following documents are attached for reference:

- Interlocal Agreement (Resolution R-2023-091)
- Exhibit A – BSWA Presentation (May 6, 2026)
- Exhibit B – BSWA Facilities Amendment
- Exhibit C – BSWA Master Plan
- Exhibit D – BSWA Master Plan Executive Summary

## 3. FINANCIAL IMPACT

The original ILA authorized the Authority to establish funding mechanisms, including rates, fees, tipping fees, and special assessments, to fund and operate the regional system. The current item does not independently approve a new City funding commitment beyond the City’s annual member contribution.

Based on current population estimates, Oakland Park’s annual contribution for FY 2026 is **$55,830**, which was paid at the beginning of the year. Until the Authority is able to

fund its budget through special assessments or other methods, the City will continue to contribute towards the costs of operations of the Authority. Sufficient funds are included in the FY 2027 Recommended Budget of the Solid Waste Division to fund the City's estimated contribution for the next fiscal year.

## 4. RECOMMENDATION

Staff recommends the City Commission adopt the resolution approving the First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, and authorize the appropriate City officials to execute all documents necessary to implement the amendment.

**ATTACHMENTS:**

Resolution
R-2023-091 ILA
BSWA presentation to Commission May 6, 2026
BSWA Facilities Amendment
BSWA Master Plan
BSWA Master Plan Executive Summary

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE FIRST AMENDMENT (FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission deems it to be in the best interests of the City to approve and authorize the First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, and authorize the appropriate City officials to execute all documents necessary to implement the amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the First Amendment (Facilities Amendment) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida. A copy of the First Amendment is attached hereto as Exhibit “A”.

**SECTION 3.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July, 2026.

CITY OF OAKLAND PARK, FLORIDA

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MAYOR STEVEN R. ARNST

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|---|---|
| A. GORDON | _____ |
| L. NEWBOLD | _____ |
| F. BUDHOO | _____ |
| T. LONERGAN | _____ |
| S. ARNST | _____ |

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

**RESOLUTION NO. R-2023-091**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida. The Agreement is attached hereto as Exhibit "A".

**SECTION 3.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 7th day of June 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

| | |
|---|---|
| M. ROSENWALD | YES |
| T. LONERGAN | YES |
| S. ARNST | YES |
| L. NEWBOLD | YES |
| A. GORDON | YES |

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement ("Agreement") is among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

## ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the "Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida" (the "Authority"), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority's status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

## ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, "Hazardous"), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as "universal waste" pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority's operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties' responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties' jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

## ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the "Facilities Amendment") that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively "Formation Conditions"). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority's notice, each Municipal Party's elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party's failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party's withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively "Wind Down"), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

3.3.5.7. Section 11.1 (Commitment of System Waste); or

3.3.5.8. Section 11.2 (Regulatory Flow Control).

## ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an "Extension Term," and together with the Initial Term, the "Term") by the approval of the Parties' elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party's withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

## ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars ($2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population (for County, the unincorporated area).

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

## ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee ("TAC") is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party's solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars ($2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars ($2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars ($2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing

with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The "Sensitive Issues" are: (a) whether a specific action of the Authority requires the vote of a Party's (or Parties') elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party's (or Parties') Governing Board member's consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party's (or Parties') elected body's approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect ("Independent Counsel Procedures").

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and

County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

## ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party's (or Parties') representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

## ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by

the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an

independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

## ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

## ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

## ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of

enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take

any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

## ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

## ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

## ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend ("Indemnification Obligations") each Party and each Party's current, past, and future officers, agents, and employees (each, an "Indemnified Party"), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a "Claim"). Notwithstanding the Indemnification Obligations

in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

(a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

## ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

## ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

## ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the

conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

## ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to

purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

## ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County

Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to "must," "shall," or "will" are obligatory. All citations to "Florida Statutes" mean those statutes as may be amended from time to time, except for references to the term "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022). Any reference to "days" means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joiner, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section

19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

## JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23 day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

BROWARD COUNTY, by and through its Board of County Commissioners

By _____
Mayor

26th day of May, 2023

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




By Matthew Haber
Digitally signed by Matthew Haber
Date: 2023.05.15 11:47:44 -04'00'

Matthew Haber (Date)
Assistant County Attorney

By Nathaniel Klitsberg
Digitally signed by Nathaniel Klitsberg
Date: 2023.05.15 15:53:47 -04'00'

Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

IN WITNESS WHEREOF, the City of Oakland Park, Florida signing by and through its Mayor duly authorized to execute this Agreement by City Commission action taken on 6/7/23, 2023.

WITNESSES:

Michelle V. Fletcher
Print Name

Robin Greco
Print Name

CITY OF OAKLAND PARK, FLORIDA,
a Florida municipal association

BY: [signature]
MAYOR

Date: July 26, 2023

Attest:

[signature]
RENEE SHROUT, CITY CLERK

R.2023.091

CITY OF OAKLAND PARK INCORPORATED 1929 FLORIDA

Notices:

As to Municipality:
Attn: David Hebert, City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

# Let’s Get to Yes!

**Presented by Sam May,**

**Interim Executive Director of the SWA**




browardswa.org
browardrecycles.org

**Plan** smart. **Recycle** more. **Waste** less.



# Now is the time for action

- We are in a solid waste crisis
- Current fragmented system = higher costs and less control
- This is a once-in-a-generation opportunity to fix it together

**If we don’t act now, the market will decide for us.**

# Why is change necessary?

- Overreliance on landfills and waste-to-energy (WTE)
- Limited capacity = rising costs
- Cities negotiating alone = less leverage, more risk
- Long-term economic impact if we stay fragmented
- Our recycling rate is low and continuing to decrease
- We can extract value from our waste stream by recovering materials that can be reused locally

**Doing nothing is the most expensive**



# Strength in Unity

- Combined buying power = lower, stable pricing
- “Most favored nation” pricing for all members
- Protection from market spikes
- Long-term control of our financial future

**Unity is our strongest cost-control**

# Big Impact.
# Minimal Cost.

- Average home impact $0.24/month
- Decreased dependency on landfilling and WTE
- Long-term cost stability
- Continuous recycling education programs
- Convenient recycling drop-off locations
- Make it easier for everyone to recycle
- Cleaner, healthier communities

# Funding the Authority

## This is about stability – not new

**Today:**

- Each city negotiates its own rates
- Costs subject to market volatility
- Unable to control or mitigate future costs

**Future:**

- FY 27: Member Contribution (comparable to 2026)
- FY 28 to FY30: Surcharge $2.22 to $2.52/ton
- FY 31 to FY 33: Non-Ad Valorem Assessment $2.72 to $3.17/ton



**Single-family home**



**1.3 tons/year**
estimated tons/year per single-family home

X



**$2.22/ton**
surcharge per ton in FY 2028

=



**$2.89/year ($0.24/month)**

# What do you get?

- Lower processing and disposal costs
- Market protection over the long-term
- Eight new drop-off centers
- Expanded programs (food, yard, and bulk waste)
- Public education campaign

**AND...**

- **You maintain control of collection and your solid waste management destiny**

**A few dollars today protects millions in long-term costs.**

# The Decision

- **Option 1:** **Staying fragmented means higher costs, less control, environmentally dangerous**

- **Option 2:** **Joining together means lower costs, long-term stability, taking care of our environment**

**Vote YES! to help solve our solid waste crisis.**

**FIRST AMENDMENT**
**TO INTERLOCAL AGREEMENT FOR**
**SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This First Amendment ("Facilities Amendment") to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") is entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA's terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

**RECITALS**

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("Authority"), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 ("ILA Effective Date"). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties' costs fair, predictable, and aligned

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

**2.0.1 Authority Fund(s)** means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

**2.0.2 Authority-Owned Asset(s)** means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

**2.0.3 Authority-Owned Facility(ies)** means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

**2.0.4 System Facility** means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~strikethroughs~~ and such additions set as <u>underlines):</u>

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

**ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**

20.1 **Purpose**. The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities**. Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

waste-to-energy facility, or other "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 **Amendment related to other types of solid waste disposal facilities; requirements.** If, in the future, the Authority is granted the power to own or operate a "solid waste disposal facility" pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 **Other publicly owned System Facilities.**

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority's benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 **Public-private partnerships.** The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 **Protection of Authority-Owned Facilities.** Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority's outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled "**WIND DOWN OF AUTHORITY**" is hereby added to read as follows:

**ARTICLE 21. WIND DOWN OF AUTHORITY**

21.1 **Purpose**. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 **Schedule**. The general schedule of Wind Down is illustrated in Table 1 below.

**Table 1**

| Days after Notice of Wind Down | Required Action |
|---|---|
| Day 0 | Executive Director issues Notice of Wind Down. |
| Day 45 | Executive Director issues Comprehensive Inventory and begins settling the Authority's debts, liabilities, and obligations using Authority Funds. |
| Day 99 | Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority. |
| | Schedule below applies only to the standard procedure in Section 21.6.1 |
| Day 100 | Executive Director issues first Asset Offers to Parties. |
| Day 150 | Applicable Parties' deadline to accept or decline first Asset Offer. |
| Day 150 | The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services. |
| Day 151 | Executive Director issues second Asset Offers to Parties. |
| Day 201 | Applicable Parties' deadline to accept or decline second Asset Offer. |
| After Day 201 | Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties. |

| | The following applies to the standard procedure and both alternate procedures. |
|---|---|
| No later than 365 days all transfers, debts, and liabilities resolved | Certification and dissolution of the Authority. |

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 **Wind Down operations.** During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 **Executive Director's Notice of Wind Down; inventory of assets.** The Executive Director will promptly begin the process of winding down the Authority's operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written "Notice of Wind Down" to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities ("Comprehensive Inventory").

21.5 **Authority debt and liability**. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority's debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority's debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 **Transfer of services**. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition; and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services ("Service Offer");

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County's Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County's Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County's written notice that it will provide the services and documentation of the relevant Municipal Parties' agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 **Disposition of Authority-Owned Assets**. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

*21.7.1.1 Proposed asset offers*. At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process*. On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of ("Asset Offer") pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents*. The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets*. Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds*. After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds*. Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution**. During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties' representatives on the Executive Committee; and (b) County's representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled "**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**" is hereby added to read as follows:

**ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**

22.1 **Purpose**. The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority's Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 **Obligation to continue operations**. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 ("New Owner"), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years ("Transition Period"). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset's ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 **Obligation to provide fair fees to contributing Parties**. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 **Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period**. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

## ARTICLE 23. SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW

23.1 **Purpose**. The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report**. The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 <u>System Facility capacity versus projected tonnage</u>. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 **County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity**. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

**ARTICLE 24. MAXIMUM SERVICE CHARGES**

**24.1 Purpose**. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

**24.2 Limitation on service charges; Master Plan amendments impacting costs**.

**24.2.1** Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

**24.2.2** Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

**24.2.3** Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

**24.3 Facility and service price review**. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled "Approvals" is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled "Quorum" is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled "Adoption of Other Amendments to Master Plan," is hereby corrected to read "Section 6.2.4."

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County ("Facilities Amendment Effective Date"). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[*SIGNATURE PAGES OF PARTIES TO FOLLOW*]

**FIRST AMENDMENT**
**TO INTERLOCAL AGREEMENT FOR**
**SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

**MUNICIPAL PARTY**

MUNICIPALITY: _____

ATTEST: By: _____
MUNICIPAL MAYOR

_____ _____
MUNICIPAL CLERK Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
Municipal Attorney

**FIRST AMENDMENT**
**TO INTERLOCAL AGREEMENT FOR**
**SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

**COUNTY**

ATTEST:

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

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

By_____
Attorney's Name (Date)
Senior Assistant County Attorney

By_____
Attorney's Name (Date)
Deputy County Attorney

**FIRST AMENDMENT**
**TO INTERLOCAL AGREEMENT FOR**
**SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

**JOINDER BY AUTHORITY**

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

# Solid Waste Authority of Broward County

# Task 13: Regional Solid Waste and Recycling Master Plan

Solid Waste Authority of Broward County
115 South Andrews Avenue, Room 122
Fort Lauderdale, FL 33301

SCS ENGINEERS

09224106.00, Task 00013 | March 27, 2026

6115 Lyons Road
Coconut Creek, FL 33073
954-354-0664

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# GLOSSARY

A

**Afforestation**: Planting trees to create new forests on previously non-forested land.
**Agroforestry**: Integrating trees and shrubs into agricultural systems.
**Air Quality**: The condition of the air based on pollutant levels.
**Alternative Energy**: Renewable energy sources like wind, solar, and geothermal.
**Alternative Fuels**: Non-petroleum-based fuels, like biofuels and hydrogen.
**Anaerobic Digestion**: Breaking down organic waste without oxygen to create biogas.
**Aquaponics**: A system combining fish farming with plant cultivation.

B

**Biodegradable**: Substances that can naturally decompose without harming the environment.
**Biodiversity**: The variety of life in a specific habitat or ecosystem.
**Biofuel**: Fuel derived from organic materials like plants or animal waste.
**Biogas**: A renewable gas produced from organic materials decomposing anaerobically.

C

**Carbon Capture and Storage**: Technology to capture and store $CO_2$ emissions.
**Carbon Footprint**: The total greenhouse gases produced directly and indirectly.
**Carbon Neutrality**: Balancing emitted and removed $CO_2$ to achieve net-zero emissions.
**Carbon Reduction**: Decreasing $CO_2$ emissions to mitigate climate change.
**Circular Economy**: An economic system focused on reusing, recycling, and reducing waste.
**Circular Supply Chain**: A supply chain designed to keep resources circulating.
**Clean Energy**: Energy from sources that release little to no pollutants.
**Climate Change**: Long-term changes in temperature and weather patterns due to human activities.
**Closed-Loop System**: A process where waste is reused in production, creating minimal waste.
**Compostable**: Materials that can break down in composting systems.
**Composting**: Decomposing organic waste to create nutrient-rich soil.

D

**Decarbonization**: Reducing carbon emissions across various sectors to combat climate change.
**Deforestation**: The clearing of trees, often for agriculture or development.
**Downcycling**: Recycling waste into products of lesser quality.

E

**Ecological Footprint**: The measure of human demand on Earth's ecosystems.
**Ecosystem Services**: Benefits humans derive from healthy ecosystems, like pollination.
**Ecosystem**: A community of interacting organisms and their physical environment.
**Emissions**: Pollutants released into the atmosphere from various sources.
**Environmental Impact**: The effect of human activities on the natural world.
**Environmental Justice**: Fair treatment of all people regarding environmental policies.
**E-waste**: Discarded electronic devices and components.
**Extended Producer Responsibility**: Policies holding producers accountable for post-consumer waste.

F

**Fair Trade**: Trade that ensures ethical treatment of workers and environmental care.
**Flaring**: Burning off excess gases, often from oil extraction.
**Food Miles**: The distance food travels from production to consumer.
**Fossil Fuels**: Nonrenewable energy sources like coal, oil, and natural gas.

G

**Geothermal Energy**: Renewable energy derived from Earth's internal heat.
**Green Building**: Construction practices focused on reducing environmental impact.
**Green Infrastructure**: Natural systems for managing stormwater and improving urban areas.
**Greenhouse Gas**: Gases that trap heat in the atmosphere, contributing to global warming.
**Greenwashing**: Misleading claims about the environmental benefits of a product or company.
**Greywater**: Wastewater from sinks, showers, and laundry that can be reused.

H

**Habitat**: The natural environment where a species lives.
**Heavy Metals**: Toxic elements, like lead, that can accumulate in the environment.
**Hydropower**: Renewable energy generated from flowing water.

I

**Industrial Ecology**: Studying industrial systems to minimize waste and resource use.
**Invasive Species**: Non-native species that disrupt local ecosystems.

L

**Landfill**: A site for waste disposal where trash is buried.
**Life Cycle Assessment:** Analyzing the environmental impacts of a product from creation to disposal.

M

**Marine Debris**: Litter, primarily plastic, that pollutes marine environments.
**Methane**: Potent greenhouse gas often emitted from landfills and agricultural activities.
**Microplastics**: Small plastic particles that pollute ecosystems.
**Monoculture**: Cultivating a single crop over a large area, which can harm biodiversity.

N

**Natural Capital**: The world's stocks of natural resources.
**Natural Resources**: Materials from Earth, like minerals and forests, used by humans.
**Net Zero**: Achieving a balance between greenhouse gas emissions and removals.
**Nonrenewable Resources**: Resources like coal that are finite and cannot be replenished.

O

**Ocean Acidification**: The reduction in ocean pH due to increased $CO_2$.
**Offsetting**: Compensating for emissions by reducing or sequestering carbon elsewhere.
**Organic Agriculture**: Farming without synthetic chemicals to protect biodiversity.

**Organic Waste**: Biodegradable waste like food scraps and yard trimmings.
**Organics**: Biodegradable materials, like food and yard trash.

P

**Permaculture**: A sustainable land management approach that mimics natural ecosystems.
**Photovoltaic Cells**: Devices that convert sunlight directly into electricity.
**Pollinator**: Animals like bees that help plants reproduce.
**Pollution**: Contaminants introduced into the environment that harm ecosystems.
**Population Density**: The number of people per unit area, impacting resources.
**Post-Consumer Waste**: Waste generated after a product has been used by consumers.
**Precycling**: Making purchasing decisions to avoid waste before it's generated.
**Pyrolysis**: Thermally decomposing organic material in the absence of oxygen.

R

**Reclaimed Water**: Treated wastewater used for purposes other than drinking.
**Recycling**: Reprocessing waste into new products to conserve resources.
**Regenerative Agriculture**: Farming that aims to restore soil and biodiversity.
**Renewable Energy**: Energy sources that are naturally replenishing, like wind and solar.
**Resilience**: The ability of systems to recover from environmental stress.
**Resource Efficiency**: Using resources wisely to reduce environmental impact.

S

**Salinization**: The buildup of salts in soil, often from improper irrigation.
**Single-Use Plastics**: Plastics designed for one-time use, often harmful to the environment.
**Smart Grid**: An energy network that uses digital technology for efficient distribution.
**Soil Health**: The ability of soil to support plant and animal productivity.
**Solid Waste**: Discarded materials from homes, businesses, and industries that require disposal or recycling.
**Sustainability**: Meeting present needs without compromising the needs of future generations.
**Sustainable Agriculture**: Farming practices that protect ecosystems.

U

**Upcycling**: Transforming waste into products of higher quality or value.
**Urban Heat Island**: Urban areas that are warmer due to human activities.

V

**Vermiculture**: Using worms to decompose organic waste into compost.
**Volatile Organic Compounds**: Chemicals that vaporize and harm air quality.

W

**Waste Audit**: Analyzing the amount and types of waste produced.
**Waste Hierarchy**: Ranking waste management options by environmental impact.
**Waste Minimization**: Strategies to reduce the amount of waste produced.
**Waste-to-Energy**: Converting waste materials into energy.
**Water Conservation**: Strategies to use water more efficiently.

**Wildlife Corridor**: A protected path that allows wildlife to move between habitats.
**Wind Energy**: Energy derived from the movement of wind to generate electricity.

X

**Xeriscaping**: Landscaping to reduce the need for irrigation.

Y

**Yard Trash**: vegetative matter from landscaping and yard maintenance.

Z

**Zero Waste**: An aspirational philosophy where resources are conserved by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health.

# ACRONYMS

A

**ACC:** Air Cooled Condenser
**ACOE:** Army Corps of Engineers
**AD:** Anaerobic Digestion
**ADC:** Alternative Daily Cover
**AI:** Artificial Intelligence
**AMR:** Autonomous Mobile Robots
**AMV:** Average Market Value
**APC:** Air pollution control
**ASL:** Automated Side Loader
**ASP:** Aerated Static Pile
**AVL:** Automated Vehicle Location
**AVR:** Automatic Voltage Regulator

B

**BACT:** Best Available Control Technology
**BSE:** Bovine Spongiform Encephalopathy
**BMSD:** Broward Municipal Services District
**BW:** Bulky Waste

C

**CAAA:** Clear Air Act Amendments
**CASP:** Covered Aerated Static Piles
**CEMS:** Continuous Emissions Monitoring System
**CESQG:** Conditionally exempt small quantity generator
**CCA:** Chromated Arsenicals
**CCTV:** Closed Circuit Television

**C&D:** Construction and Demolition
**CFR:** Code of Federal Regulations
**CHP:** Combined heat and power
**CI-ICE:** Compression Ignition Internal Combustion Engines
**CMMS:** Computerized maintenance management systems
**CMSW:** Commercial Municipal Solid Waste
**CNG:** Compressed Natural Gas
**COSH:** Council for Occupational Safety and Health
**CPI:** Consumer Price Index

D

**DAC:** Direct air capture
**DARM:** Division of Air Resource Management
**DOE:** Department of Energy
**DOR:** Department of Revenue
**DOT:** Department of Transportation
**DSR:** Dual-Stream Recycling

E

**EHS:** Environmental, health, and safety
**EJ:** Environmental justice
**ENVIROS:** Environmental Inquiry and Resource System
**EPA:** United States Environmental Protection Agency
**EPR:** Extended Producer Responsibility
**EREF:** Environmental Research and Education Foundation
**EV:** Electric vehicles

F

**F.A.C.:** Florida Administrative Code
**FEC:** Florida East Coast Railway
**FDA:** Federal Drug Administration
**FDEP:** Florida Department of Environmental Protection
**FDOT:** Florida Department of Transportation
**FLM:** Federal Land Manager
**FOG:** Fats, oils, and grease
**FoTS:** Feet on the Street
**F.S.:** Florida Statues

G

**GHG:** Greenhouse gas
**GIS:** Geographic Information System
**GPS:** Global Positioning System

H

**HAP:** Hazardous air pollutants
**HHW:** Household Hazardous Waste

**HMR:** Hazardous Materials Regulations

I

**ICI:** Industrial, Commercial, or Institutional
**ICTF:** Intermodal Container Transfer Facility
**ILA:** Interlocal Agreement
**IoT:** Internet of Things
**ITC:** Investment Tax Credits

L

**LCFS:** Low Carbon Fuel Standards
**LEED:** Leadership in Energy and Environmental Design
**LLC:** Limited Liability Company
**LNG:** Liquified natural gas
**LQGs:** Large Quantity Generators

M

**MBT:** Mechanical biological treatment
**MC/SS:** Master Composter/Sustainability Steward
**MMBtu:** Metric Million British Thermal Unit
**MOU:** Memorandum of Understanding
**MRF:** Material Recovery Facility
**MSW:** Municipal Solid Waste
**MW:** Megawatts
**MWC:** Municipal Waste Combustor
**MWh:** Megawatt hours
**MWP:** Mixed Waste Processing

N

**NAAQS:** National Ambient Air Quality Standards
**NESHAP:** National Emission Standards for Hazardous Air Pollutants
**NIMBY:** "Not in My Backyard"
**NIR:** Near-infrared
**NGVD:** National Geodetic Vertical Datum
**NNSR:** Nonattainment New Source Review
**NPDWR:** National Primary Drinking Water Regulation
**NRWWTP:** North Regional Wastewater Treatment Plant
**NSR:** New Source Review
**NSPS:** New Source Performance Standards

O

**OCC:** Old corrugated containers
**O&M:** Operations and maintenance
**OTM:** Other Test Method

P

**PAYT:** Pay-as-You-Throw
**PET:** Polyethylene terephthalate
**PFAM:** Population Forecast and Allocation Model
**PFAS:** Per- and Polyfluoroalkyl Substances
**POTW:** Publicly Owned Treatment Works
**PPI-SW:** Producer Price Index for Solid Waste Collection, Series ID: PCU562111562111
**PPP:** Public-Private Partnerships
**PPSA:** Power Plant Siting Act
**PSC:** Public Service Commission
**PSD:** Prevention of Significant Deterioration
**PV:** Photovoltaic
**PVC:** Polyvinyl chloride

R

**R2:** Responsible Recycling
**RBAC:** Recycling Business Assistance Center
**RCRA:** Resource Conservation and Recovery Act
**RDF:** Refuse derived fuel
**RED:** Resilient Environment Department
**REL:** Rear-End Loader
**RFID:** Radio Frequency Identification
**RFP:** Request for Proposal
**RFQ:** Request for Quote
**RFS:** Renewable Fuel Standards
**RICE:** Reciprocating internal combustion engines
**RIN:** Renewable Identification Numbers
**RMC:** Remote Monitoring and Control
**RMPF:** Recovered Materials Processing Facility
**RMSW:** Residential Municipal Solid Waste
**RNG:** Renewable Natural Gas
**RRF:** Resource Recovery Facility
**RSA:** Revenue sufficiency analysis
**RSM:** Recovered screened materials
**RSW:** Raw shredded green waste
**R&T:** Recycling and Transfer

S

**SCR:** Selective catalytic reduction
**SEM:** Surface Emission Monitoring
**SFRTA:** South Florida Regional Transportation Authority
**SHPA:** Swine Health Protection Act
**SI-ICE:** Spark Ignition Internal Combustion Engines
**SQGs:** Small Quantity Generators
**SS:** Single-Stream
**SSO:** Sanitary Sewer Overflow
**SSR:** Source-Separated Recyclables
**SSR:** Single-Stream Recycling

**SWA:** Solid Waste Authority
**SWANA:** Solid Waste Association of North America
**SWRS:** Solid Waste and Recycling Services
**SWWG:** Solid Waste Working Group

**T**

**TAC:** Technical Advisory Committee
**TDLAS:** Tunable Diode Laser Absorption Spectroscopy
**TPD:** Tons per Day
**TPH:** Tons per Hour
**TPY:** Tons per Year
**TRP:** The Recycling Partnership

**U**

**UAS:** Unmanned aircraft system
**UAVs:** Unmanned aerial vehicles
**UROs:** Universal Recycling Ordinances
**USDA:** United States Department of Agriculture

**V**

**VOC:** Volatile organic compounds
**VSQGs:** Very Small Quantity Generators

**W**

**WARM:** Waste Reduction Model
**WCF:** Waste Connections of Florida
**WM:** Waste Management
**WTE:** Waste-to-Energy
**WWTP:** Wastewater Treatment Plant

**Y**

**YT: Yard Trash**

**Z**

**ZBA:** Zoning Board of Appeals
**ZBB:** Zero-Based Budgeting
**ZWIA:** Zero Waste International Alliance

# 1.0 EXECUTIVE DIRECTOR'S STATEMENT

## 1.1 SHAPING BROWARD'S WASTE FUTURE: A UNIFIED PATH TOWARD ZERO WASTE

Broward County stands at a pivotal moment in its environmental and public service evolution. As one of the most populous and diverse counties in the State of Florida, we are both uniquely challenged and uniquely positioned to lead in the transition to a more sustainable, efficient, and equitable solid waste and recycling system. This *Regional Solid Waste and Recycling Master Plan* (Master Plan) is not merely a strategic roadmap—it is a bold declaration of our collective intent to rethink how we value, manage, and ultimately reduce waste across all 31 municipalities, with 28 having already committed, along with Broward County, through our new Interlocal Agreement.

The creation of the Solid Waste and Recyclable Materials Processing Authority of Broward County is a testament to the foresight and leadership of our elected officials and community stakeholders. After more than a decade of fragmentation, the formation of the Authority reestablishes a much-needed regional governance framework—one that allows us to leverage economies of scale, coordinate investments in new infrastructure, harmonize policies, and speak with a unified voice when facing statewide and national policy challenges.

Historically, Broward County has embraced innovation, from early investments in recycling programs to public-private partnerships in disposal and processing. But those successes, while important, are no longer sufficient. Today's waste challenges are far more complex and far-reaching. Climate change, supply chain instability, the rising cost of disposal, community concerns about equity and environmental justice, and an urgent need to reduce greenhouse gas emissions all compel us to act decisively. Landfill space is finite, and reliance on outdated practices can no longer sustain our growing population and economy.

This Master Plan, developed in collaboration with expert consultants, technical advisors, and local stakeholders, reflects a comprehensive, data-driven vision for the next 40 years. It is centered around a singular but transformative and aspirational goal: **Zero Waste to Landfill**. Achieving that goal will require more than new technology or facilities. It requires a cultural shift toward minimizing waste at the source, maximizing beneficial reuse and recycling, and fundamentally rethinking how materials move through our economy — from product design to end-of-life — in order to maximize beneficial reuse while minimizing the amount of waste requiring disposal.

To that end, this Master Plan outlines strategic actions across several key areas:

- **Reducing waste generation** through education, procurement reform, and incentives for circular economy practices.
- **Expanding recovery and recycling** with source-separated organics, construction and demolition (C&D) recovery programs, and mandatory recycling ordinances.
- **Strengthening infrastructure** by optimizing existing assets while identifying new facility needs for transferring, processing, and disposal over the long term.

- **Improving governance and financial sustainability** via flow control mechanisms, assessment models, and regional policy harmonization.

- **Promoting environmental equity** to ensure that historically burdened communities benefit from cleaner operations, improved access to services, and meaningful participation in decision-making.

Public outreach and stakeholder engagement were central to the development of this plan. Community feedback, environmental justice considerations, and an emphasis on multilingual, inclusive education efforts are embedded throughout the recommendations. We recognize that lasting transformation requires trust, transparency, and long-term collaboration across all sectors—government, private industry, non-profits, schools, and residents.

We also acknowledge that technology alone will not solve these challenges. Behavioral change — across households, businesses, and institutions — is essential. The system we envision empowers every resident and visitor to participate meaningfully, supported by consistent messaging, accessible services, and a commitment to continuous improvement.

This Master Plan is a living document. It will be updated regularly to reflect emerging trends, legislative changes, technological advancements, and lessons learned through implementation. But its foundational principles — environmental stewardship, operational excellence, regional cooperation, and public accountability — are enduring.

On behalf of the Solid Waste Authority's Executive Committee, staff, and consultant team, I extend sincere gratitude to the many individuals and organizations who contributed their time, ideas, and passion to this effort. Your input has made this plan stronger, more grounded in community values, and more responsive to the challenges ahead.

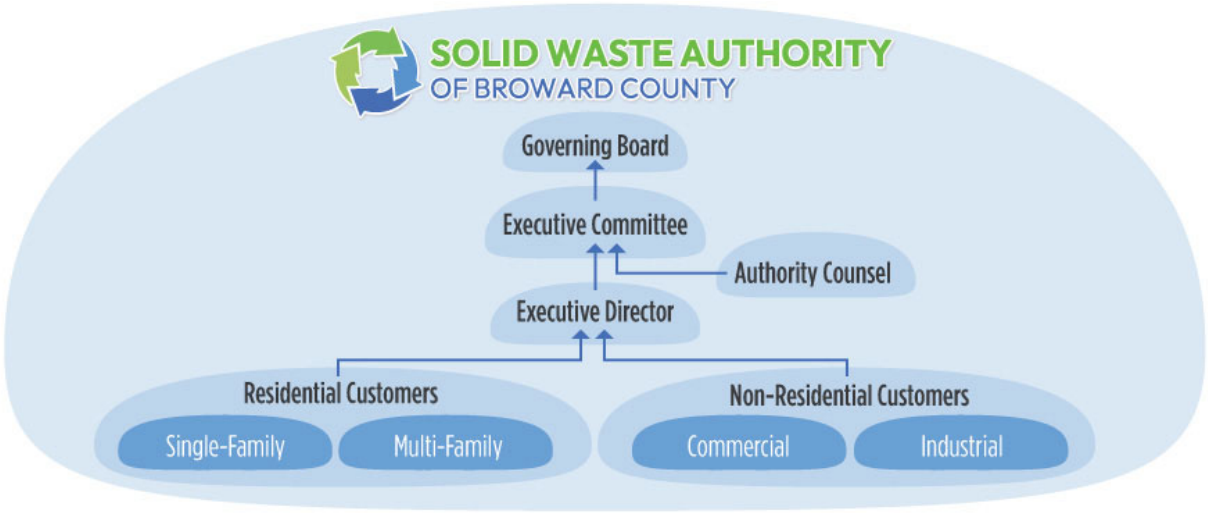
I invite you not only to read this Master Plan but to engage with it. The path to Zero Waste is ambitious, but it is attainable. Together, we can build a solid waste and recycling system that is cleaner, smarter, and more just — for today and for generations to come.

Sincerely,
Samuel A. May
Executive Director
Solid Waste and Recyclable Materials Processing Authority of Broward County

# 2.0 OVERVIEW

The Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (Authority) is a newly constituted independent and separate legal entity created pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes, through the *Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida* (ILA) executed by and among Broward County (County) and numerous municipalities in the County. **Figure 1** presents the organizational structure of the Authority.

Figure 1. Authority Organizational Structure




As prescribed in the ILA (see **Appendix A**), the Governing Board is comprised of an appointed elected official from each ILA Member, and the Executive Committee is comprised of 11 elected officials who also serve on the Governing Board. One (1) member of the Executive Committee represents the County; five (5) members represent the large municipalities; three (3) members represent the medium municipalities; and two (2) members represent the small municipalities. The duties and powers of the Governing Board and Executive Committee are also specified in the ILA.

Consistent with the ILA, the Authority must adopt a Regional Solid Waste and Recycling Master Plan (Master Plan). The Master Plan is a comprehensive strategic document that outlines how the Authority can manage its solid waste from generation to disposal. The purpose of the Master Plan is to provide the Authority with detailed recommendations concerning policies, operations, and facilities needed to create a regional solid waste and recycling system (System) that is environmentally sustainable, transparent, innovative, and economically efficient in its approach to reduction, reuse, recycling, and disposal of the waste generated across the County. It is important to note that the Master Plan is a "living document" that should be revisited and updated periodically to maintain alignment between the Authority and its various stakeholders.

# 3.0 APPROACH

This Master Plan serves as a strategic framework to guide the development of services, programs, and facilities needed to efficiently and effectively manage the solid waste generated within the County. This Master Plan reflects the analyses and subject-specific White Papers developed by the SCS Engineers Team, which includes Arcadis I.S., Inc., Resource Recycling Systems, and Mercury, since engaged by the Authority in May 2024. Each deliverable is referenced in this Plan and included as an appendix. This Master Plan is intended to be a living document developed in accordance with the Project Framework Summary attached as **Appendix B**. The recommended policies, services, programs, and facilities are envisioned to be carried out via a tactical plan that addresses the preferred procurement and implementation approach. It is anticipated that the Master Plan will be revisited over the planning horizon and adjusted based on the progress made as well as the changes needed to meet the needs of the Authority as they evolve.

The Master Plan was crafted using a Zero Waste lens to develop a clear pathway to meet or exceed the 75% recycling goal established by the State of Florida via House Bill 7135. This involved identifying and evaluating options to maximize the beneficial use of waste stream components while minimizing waste stream components that have no beneficial use. Transparency has been at the forefront of this approach, requiring continuous engagement to provide a local lens through which solutions are evaluated for their suitability, both to the community and to the geographic uniqueness of the Authority and County at large. To facilitate public engagement and enhance transparency, the Authority created a website (https://browardswa.org/) to support the development of the Master Plan.

## 3.1 ZERO WASTE LENS

Many communities across the United States[1] recognize that we are a wasteful, "throwaway"[2] society that engages in excess consumption and is quick to discard resources. We miss the societal and economic opportunities offered by the flow of resources and waste, including jobs and valuable materials. Zero Waste principles promote a shift from the current take-make-waste system[3] to a mindset that results in a lifestyle change of minimizing waste generation at the source, encouraging the highest and best use of recirculated materials, and promoting a circular, closed-loop system of production and consumption.

The Zero Waste International Alliance (ZWIA) defines Zero Waste as "the conservation of all resources by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health."[4] While Zero Waste is the aspirational goal, solid waste and energy recovery facilities such as waste-to-energy (WTE) facilities and landfills play an important role at the bottom of the hierarchy. Both the United States Environmental Protection Agency (EPA) and

[1] Austin, TX; Baltimore, MD; Hawai'i County, HI; Boston, MA; Boulder, CO; Fort Collins, CO; Chula Vista, CA; Dallas, TX; Delaware County, PA; Los Angeles, CA; Missoula, MT; Montgomery County, MD; Oakland, CA; Oceanside, CA; Palo Alto, CA; San Diego, CA; Washington, DC; King County, WA; Fresno, CA; the State of Connecticut; Middletown, CT; San Francisco, CA; Oakland, CA; Alameda, CA; Pasadena, CA; Ashville, NC; San Jose, CA; Guam; the Commonwealth of the Northern Mariana Islands and many other U.S. and international agencies

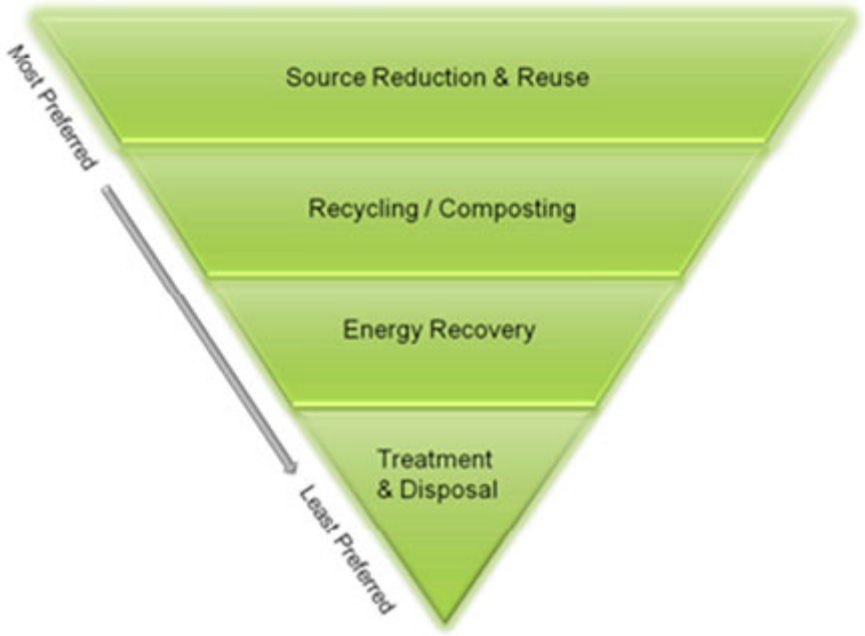
[2] RoadtoZeroWasteReport_FINAL.pdf

[3] Circular economy principles: Eliminate waste and pollution

[4] Zero Waste Definition - Zero Waste International Alliance

ZWIA's Waste Management Hierarchies prioritize source reduction, reuse, recycling, and composting above volume reduction via WTE and ultimately landfill disposal, as presented in **Figure 2.**

Figure 2. EPA Waste Management Hierarchy[5]




It is important to note that recycling and beneficial use of waste stream components are not incompatible with WTE; rather, WTE can extract value via metals recovery, energy production, and reduce the volume of waste stream components that are not otherwise beneficially used thereby saving finite landfill capacity.

## 3.2 MINIMIZE WASTE GENERATION

An important step on the journey to Zero Waste is to start at the source, i.e., minimize waste generation. ZWIA cites three overarching goals necessary to shift from linear resource use to sustainable, circular resource management: producer responsibility, community responsibility, and political responsibility. Producer responsibility related to industrial production and design lies at the front end, community responsibility (i.e., consumption, use, and disposal) lies at the back end, and political responsibility involves bringing the two together[6].

As ZWIA insightfully notes, both individual and collective behaviors must align for a Zero Waste goal to be effective. The Recycling Partnership's 2021 white paper, *Start at the Cart™: Key Concepts of Influencing Recycling Behaviors to Drive a Circular Economy,* asserts that "people are peopley, meaning, our brains and behaviors are both complex and often at odds with each other," and

[5] https://www.epa.gov/smm/sustainable-materials-management-non-hazardous-materials-and-waste-management-hierarchy
[6] Zero Waste Community Principles - Zero Waste International Alliance

concludes that those who are most successful at making and maintaining good choices incorporate those choices into their daily habits and patterns[7]. The lifestyle changes necessary to move closer to a Zero Waste goal involve making conscious choices at every stage, from selecting a product to usage and proper disposal.

Minimizing waste generation is a mission and mindset that an entire community must adopt to be effective; it can only take place over a long period of time and must become self-enforcing. Behaviors for each segment of the population and each institution (e.g., private, public, commercial, industrial, religious) evolve and become aligned through shared values of thriftiness, environmental stewardship, and commitment. Examples of supportive behaviors include:

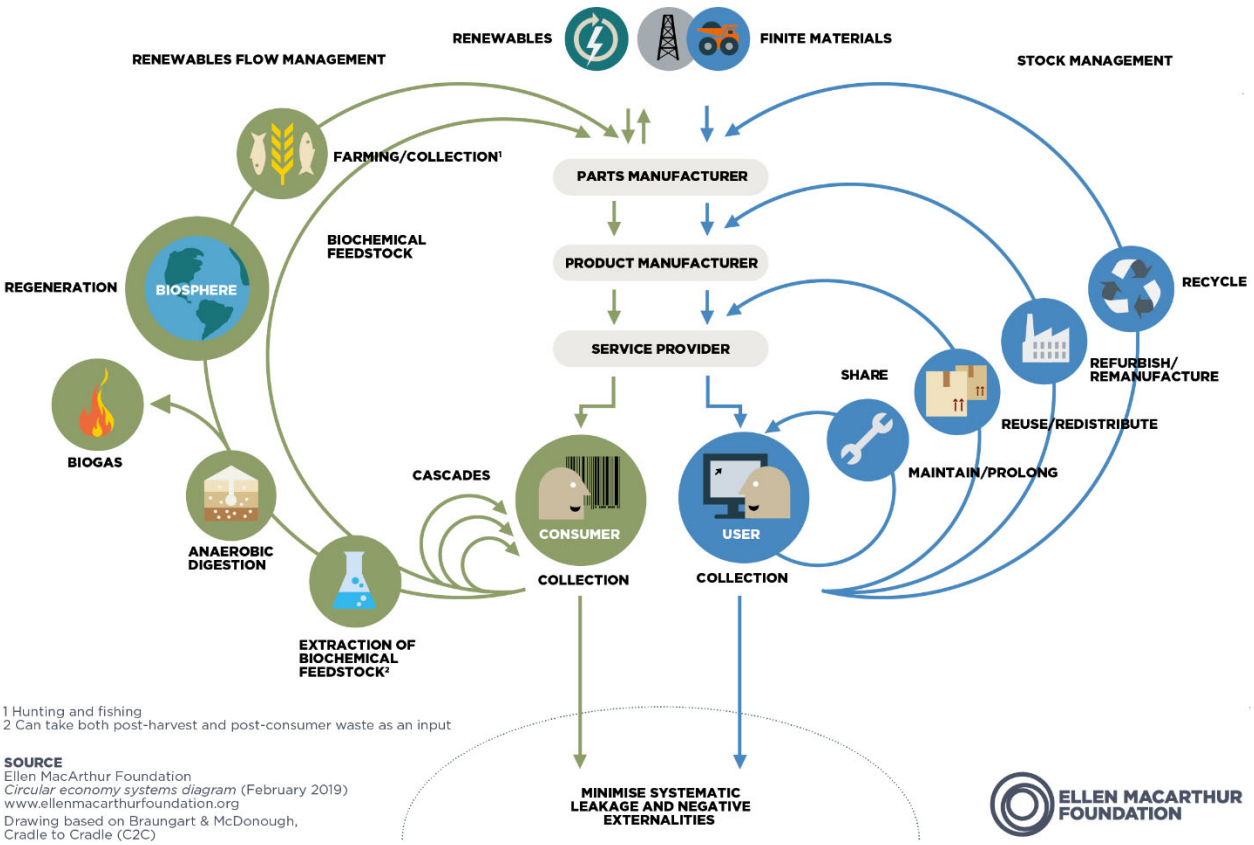
- Setting Zero Waste metrics which are accountable and reviewed regularly, with progress being celebrated
- Reducing consumption of materials
  - Go fully paperless and give preference in procurement processes to digital alternatives
  - Utilize permanent or backhauled reuseable containers (i.e., durable grocery bags)
- Reusing or re-selling materials, items, and tools after initial use
- Repurposing items no longer used for their original intent
- Repairing instead of replacing
- Buying used instead of new materials for the same functions
- Recycling
- Buying recycled content or recycled products; for example, institute procurement policy incentives for recycled content and products vs. virgin content products
- Using bulk instead of packaged products
- Organizing and participating in community swaps (e.g., flea markets, swap meets, waste exchanges)
- Organizing secondary markets for blemished and overstocked food

[7] Influencing-Recycling-Behaviors-Whitepaper-Recycling-Partnership.pdf

## 3.3 MAXIMIZE THE BENEFICIAL USE OF SOLID WASTE RESOURCES

Maximizing the beneficial use of generated waste is captured in the Ellen MacArthur Foundation's circular economy diagram, commonly known as the butterfly diagram (**Figure 3),** which illustrates two key cycles in the continuous flow of materials in a circular economy: the technical cycle and the biological cycle.

Figure 3. Butterfly Diagram: Visualizing the Circular Economy




Products and materials that are used rather than consumed in the technical cycle (on the right-hand side) are kept in circulation through sharing, reusing, repairing, refurbishing, remanufacturing, and recycling. Inner loops such as sharing, maintaining, and reusing capture the most value as keeping a product whole retains more of its embedded value. Recycling – transforming a product or component into its basic materials – is the final step in the technical cycle. Though the time and energy invested in making a recycled product is lost, the value of the materials is retained as they are recirculated into the economy once more[8].

The biological cycle (on the left-hand side) illustrates the process by which products that are consumed, such as food, can biodegrade and safely return to the earth. Regeneration is at the heart of the biological cycle, shifting the focus from doing less harm to the environment to actively

[8] The *technical* cycle of the butterfly diagram

improving it. Recovering materials embedded in organic waste through anaerobic digestion or composting and using food by-products to make other materials for a variety of applications are ways to beneficially recirculate organic matter through the biological cycle[9].

Key to maximizing the beneficial use of waste stream components is robust public engagement, education, and building trust that includes communicating the "who, what, where, when, and how" of resource stewardship and rational for behavior change. This includes clarifying set-out requirements for solid waste, recyclable materials, yard trash, bulk waste as well as opportunities to manage household hazardous waste, electronics, and other waste stream components that can best be managed upstream from disposal. Starting with these basics creates the conditions to enhance the resource management program in the future. For example, after establishing a yard trash processing facility, expand the services to include other clean organics (e.g., food waste).

[9] The *biological* cycle of the butterfly diagram

# 4.0 GUIDING PRINCIPLES

An initial step for developing the Master Plan was the establishment of Guiding Principles to serve as the framework to conduct the analysis and ultimately to assure that the resulting recommendations are aligned with the values and priorities of the Authority. Essentially, the Guiding Principles frame the pathway from the current state through the 40-year planning horizon, providing clarity in terms of the Authority's starting point and its direction going forward. The Guiding Principles are presented in no particular order below, with the exception of controlling your solid waste destiny, which was prioritized above all by the Executive Committee:

- Control Your Solid Waste Management Destiny – developing the services, programs, and facilities such that the Authority takes responsibility for managing the solid waste generated in the County and the outcomes of the decisions.

- Zero Waste Focus – taking a "whole system" approach to services, programs, and facilities to minimize consumption and the associated waste generation and to maximize beneficial reuse and recycling.

- Environmental Compliance – managing the impacts to the air, soil, water, and wildlife as well as "quality of life" impacts to the community such as aesthetics, odor, noise, and traffic.

- Management Compliance – satisfying the applicable growth management requirements for solid waste concurrency.

- Long-term Disposal Solution – achieving a reliable disposal approach over the 40-year planning horizon.

- Commercially-Proven Technologies – technology that has been designed, constructed, and operated/implemented in the United States on a commercial scale (not a pilot plant or research facility) for at least one year in a reliable and consistent manner. The capacity of the technology is appropriate to manage the quantity of material typically produced, and products of the processing have been marketed effectively.

- Operational Excellence – optimizing the operations of the Authority's solid waste management assets as well as the programs that will be administered by the Authority.

- Harmonization of Services County-wide – aligning the services, programs, and facilities to provide unified services across the Authority.

- Best Value Service – developing services, programs, and facilities that reflect local and regional conditions and appropriately balancing the value with the cost and with key policies.

# 5.0 KEY POLICIES CONSIDERED

Acting in concert with the Guiding Principles, the following Key Policies also provide clarity in terms of the Authority's strategic direction. The key policy considerations embraced by the Executive Committee are presented below in no particular order. Refer to the Key Policy Survey Presentation in **Appendix C** for additional details.

- The Master Plan assumes a 40-year planning horizon and considers the time associated with implementation of the recommended services, programs, and facilities.

- The Authority wants to consider options to dispose of waste outside of the County and is looking for partnerships with other units of government where appropriate.

- The Authority wants to maximize the use of existing infrastructure within Broward County.

- Technologies that are not commercially proven should be excluded from consideration. Technology maturity should be monitored to provide maximum flexibility over the planning horizon.

- Because of geography, natural disasters can have a dramatic impact on facility use, particularly private sites; therefore, the Master Plan need not align with the County's individual Disaster Debris Management Plans.

- The Authority will strive for cost-effective and efficient delivery of solid waste and recycling services and has the ability to enact an annual assessment to provide funding, with rates needing to reflect the cost of services in the local waste market

- The minimum distance from solid waste facilities to residential properties has evolved. Initially, the Executive Committee suggested a minimum distance of one mile from residential property. However, due to the build-out of the County, this distance was not feasible and was decreased to half a mile, then to a quarter mile for certain facility types. The number of possible sites decreased as privately-owned parcels were eliminated in favor of County and municipally-owned sites.

- In alignment with the Authority's equity and inclusivity goals, environmental justice considerations to apply to the development of the Master Plan generally emphasize equitable outcomes for all communities, particularly those historically affected by environmental challenges.

- The Authority is encouraged to consider mandatory residential and commercial recycling. Initial steps that can be taken immediately include focusing on yard trash, which sets the stage for processing for beneficial use, and commercial C&D debris recycling.

# 6.0 ESSENTIAL TAKE-AWAYS

Through the development of the White Papers referenced herein, several themes emerged that are essential to the successful implementation of the Master Plan. Each essential theme is discussed further in the following sections.

## 6.1 BEHAVIOR CHANGE

One way to create behavior change is by developing a robust communications infrastructure based on **access**, **knowledge**, and **engagement.** This is key to changing the paradigm from a culture of consumption to a culture of minimizing waste and maximizing the beneficial use of waste stream components to reduce the amount of waste requiring disposal.

**Access** refers to whether recycling bins are readily available or if residents must walk or drive to drop off centers. Access is critical to the success of any recycling or zero waste program. It ensures that each resident, employee, or visitor can conveniently recycle or reuse end-of-life materials as easily as throwing them away. It is vital that everyone, regardless of ethnicity, primary language, or socioeconomic status have the same access to these programs and that the instructions they receive to participate in the programs are in their language of choice.

**Knowledge** refers to conveying the information people need to make decisions about what, when, and how to recycle. As part of developing our understanding of residential waste generator perceptions, a recycling survey was developed and deployed in early 2025. The survey considered property type, property ownership, income, and age. Key findings were:

- 86% of the respondents have separate solid waste and recycling carts
- 87% of the respondents receive recycling information from their municipality or County
- 43% of the respondents prefer receiving recycling information via email
- 43% of respondents trust that recyclable items that are placed in recycling carts get recycled
- 94% of respondents indicated that they recycle according to guidelines
- 59% place yard trash at the curb for collection

A summary presentation from the residential survey is included in **Appendix D**.

**Engagement** involves an individual's values, beliefs, attitudes, and identity, as well as the social dynamics and norms within their household, workplace, and community. It is not enough just to "tell" residents or businesses what they need to know. A fully optimized recycling collection and processing system cannot reach its full potential without effective education, outreach, and community engagement. Further, a trusted messenger is vital to a successful behavior change campaign.

A key component of the knowledge phase is determining the motivations of the target audience. Then, during the engagement phase, prompts for behavior change can be created based on those motivations. Using the last Census as a guide for Broward County, it is likely that the focus audiences for the research phase should be English, Spanish, and Haitian Creole speakers between the ages of 18 and 40 and 65 and over, both single-family home residents (rent and own) and multifamily home residents (rent and own) with a high school education and above. During the research phase, barriers to behavior change (recycling and recycling the right items) can be determined and then addressed during the education and engagement phases. To determine similar factors from

businesses and institutions, a key tactic would include creating an electronic survey and sending a postcard describing the goals with a link to the survey. Some sort of motivation, such as drawing for a gift card, often is needed to encourage businesses to complete the survey. In addition, providing businesses and institutions with the information they need to comply with local ordinances and regulations is a crucial step. The County can thus influence businesses and institutions to change behaviors, and then key players within those locations will influence their employees in a domino effect of information and influence.

An initial interactive Public Workshop was convened in September 2024 to introduce the Master Plan and solicit feedback from a range of stakeholders, including elected officials, staff, and public stakeholders. One of the themes of the Workshop was that "there is no 'away' for garbage"— a reminder that all waste has consequences, and how we manage it affects the environment and the health of our communities. Key takeaways from the Broward County Solid Waste Management Public Workshop are presented in **Appendix E**.

## 6.2 ECONOMIES OF SCALE

A driving force for establishing the Authority was the notion that the benefits of working together exceed those of operating independently. For context, the decision not to extend the original Resource Recovery System in 2013 was based in part on the belief that the "free market" would enable competition and that each of the former member communities would benefit in terms of cost and service. While some benefits were realized in the short-term, the desired benefits have not been sustained over the longer term.

In order to fully realize the opportunities presented by the establishment of the Authority, it is critically important to leverage economies of scale to manage the collective waste stream. This is best accomplished via a concept known as flow control, which is the ability to direct where solid waste and recyclables generated within a jurisdiction must be transported, processed, or disposed of. The primary objectives of flow control include:

- Ensuring adequate and reliable waste volume to support public or designated private facilities (e.g., landfills, waste-to-energy plants, material recovery facilities).
- Maintaining environmental standards, such as higher recycling or diversion rates.
- Providing fiscal stability for solid waste infrastructure which often relies on minimum tonnage or stable tipping fees.

Flow control can be established through three primary mechanisms: regulatory (i.e., ordinance), contractual, and economic. While each mechanism has unique legal, operational, and financial implications, the recommended approach entails the following:

- A hybrid approach that combines both ordinance-based and contractual flow control to leverage the strengths of each. For instance, a County ordinance could outline a broad requirement to use designated facilities, while interlocal agreements define specific terms for each municipality, including put-or-pay clauses or cost-sharing formulas.

- Allow for phased implementation to enable the alignment of new ordinances or interlocal agreements with existing contract expirations in order to reduce disruption to municipal budgets and operations.

- Provide economic incentives, such as favorable tipping fees or rebates, to encourage early adopters and mitigate the political or economic challenges of mandated flow control as well as performance-based incentives for municipalities or haulers that meet or exceed recycling/diversion targets.

- Adopt clear enforcement mechanisms and utilize staff to oversee inspections, tonnage tracking, and penalty enforcement.

- Standardize data reporting requirements for all municipalities and private haulers to ensure transparency.

## 6.3 LEVERAGE EXISTING INFRASTRUCTURE

As detailed in the Task 2 White Paper, there is currently adequate infrastructure within the County to meet current solid waste management needs. It is important to note that the analysis presented in the Task 4 White Paper identified the need for a wide range of new facilities over the planning horizon. However, this conclusion was based largely on an "academic approach" to identifying the infrastructure needed to reach the target recycling goal given the increased volume of waste to be managed by 2045. In the short-term, it is recommended that the Authority leverage the existing infrastructure while targeting waste streams that can be beneficially used immediately (e.g., traditional recyclable materials, yard trash, C&D debris). This approach, along with a focus on robust public engagement and education to maximize waste minimization and "recycling right" are expected to result in a higher recycling rate in the short-term, while further infrastructure needs are evaluated.

## 6.4 HARMONIZATION OF SERVICES

Harmonizing services is defined as building service consistency across the ILA communities in terms of how solid waste and recyclable materials are collected (i.e., set out at the curb), where materials are processed, and how information is developed and disseminated. It is critically important that education, outreach, and messaging are carefully coordinated to ensure consistency across the Authority.

# 7.0 HISTORY/BACKGROUND

In the 1980s, a partnership known as the Resource Recovery System was formed among the County, most municipalities within the County, and the private sector. The purpose of this partnership, which was bound by an Interlocal Agreement (ILA), was to develop a state-of-the-art solid waste management system, and the result was, indeed, a cost-effective, sustainable, and environmentally safe solid waste management system. As the ILA expiration date drew near, the County convened a Solid Waste Visioning Summit in 2006, also known as the Trash Summit, during which County stakeholders developed a policy framework to manage uncertainty; they also began considering the best solution based on value and cost, governance and implementation, flexibility, control and environmental stewardship. However, the ILA Cities and the County allowed the ILA to expire in 2013, granting each former member autonomy in solid waste management.

Following the expiration of the ILA, concerns arose surrounding the formation of solid waste monopolies. This led the County and several cities to reopen the dialogue, develop a new vision for the future of solid waste management across Broward County, and identify a means to achieve that vision.

Ultimately, these events led to the formation of a Solid Waste Working Group and the commissioning of studies by both Arcadis and SCS Engineers that would serve to detail how a 75% County-wide recycling goal may be reached, and other solid waste disposal issues identified by the Solid Waste Working Group. An ILA creating the Solid Waste and Recyclable Materials Processing Authority of Broward County was executed thereafter in 2023. The preparation of this Master Plan resulted from the Authority's Request for Proposal for Consulting Services.

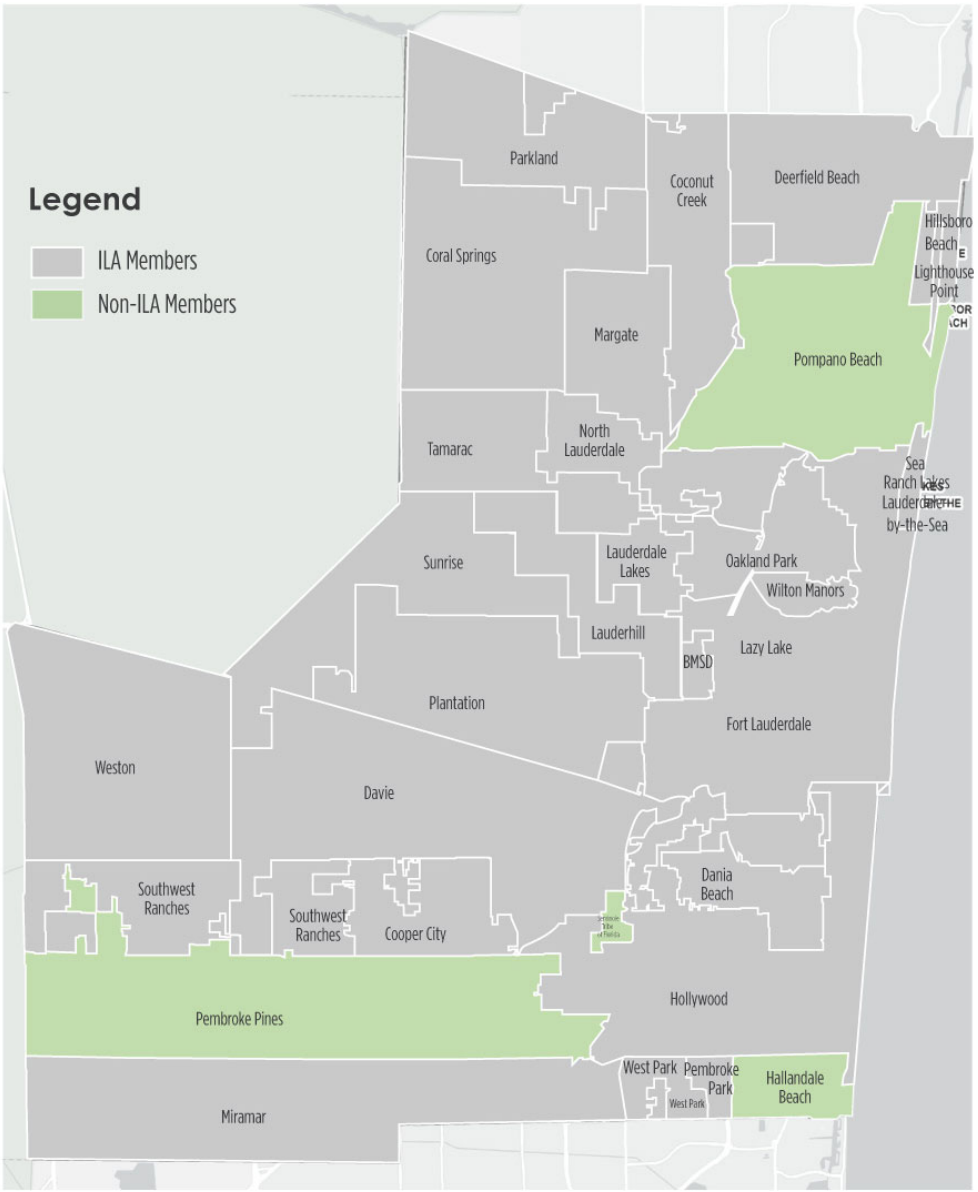
# 8.0 EXISTING SOLID WASTE SYSTEM

There are existing public, municipal, and private solid waste processing and disposal facilities located throughout Broward County. The subsections below provide an overview of ILA and non-ILA Members and an overview of the existing solid waste infrastructure.

## 8.1 ILA MEMBERS

Of the 31 municipalities in Broward County, 28 municipalities and the County executed the ILA and agreed to participate in the Authority. **Figure 4** is a map of the ILA and non-ILA Members.

Figure 4. County Map of ILA and Non-ILA Members



## 8.2 EXISTING FACILITIES

There are several County-owned, municipal-owned, and privately-owned solid waste processing and disposal facilities located within Broward County. The general location of each facility is noted in **Figure 5**, and **Table 1** lists each facility name, ownership, and waste stream materials accepted for processing and/or disposal.

Figure 5. Existing Solid Waste Management Facilities in Broward County

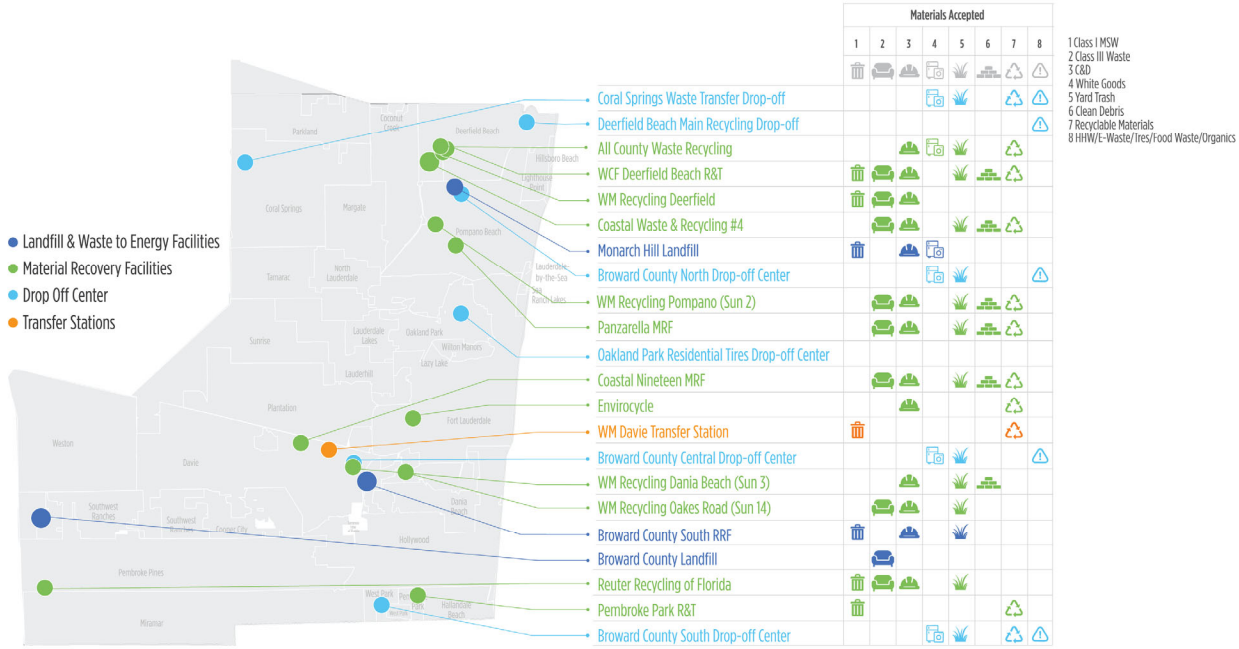



Table 1. Municipal, County, and Privately Owned and Operated Solid Waste Facilities in Broward County

| Facility Type | Facility Name | Owner/Operator | Location | Materials Accepted |
|---|---|---|---|---|
| Landfill | Broward County Landfill | Broward County | 7101 SW 205th Avenue Southwest Ranches, FL 33332 | Class III |
| Landfill | Monarch Hill Landfill | WM | 2700 Wiles Road Pompano Beach, FL 33073 | MSW; C&D; White Goods |
| WTE | Broward County South RRF | WIN Waste Innovations | 4400 South State Road 7 Fort Lauderdale, FL 33314 | MSW; Yard Trash; C&D |

| Facility Type | Facility Name | Owner/Operator | Location | Materials Accepted |
|---|---|---|---|---|
| SS RMPF | Reuter Recycling of Florida (aka WM Pembroke Pines Single Stream) | WM | 20701 Pembroke Road Pembroke Pines, FL 33029 | Class I; Class III; C&D; Yard Trash; Recyclables |
| SS RMPF | Pembroke Park R&T | Waste Connections of Florida | 1899 SW 31st Avenue Pembroke Park, FL 33009 | Class I; Recyclables |
| C&D RMPF | WM Recycling Oakes Road (Sun 14) | WM | 3250 SW 50th Avenue Davie, FL 33314 | C&D; Class III; Yard Trash |
| C&D RMPF | All County Waste Recycling | All County Waste Recycling Inc | 1810 SW 42nd Way Deerfield Beach, FL 33442 | C&D; Yard Trash; White Goods; Recovered Materials |
| C&D RMPF and RMPF | WCF Deerfield Beach R&T | Waste Connections of Florida | 1751 SW 43rd Terrace Deerfield Beach, FL 33442 | Class I; Class III; C&D; Yard Trash; Clean Debris; Recovered Materials |
| C&D RMPF and RMPF | WM Recycling Deerfield | WM | 1750 SW 43rd Terrace Deerfield Beach, FL 33442 | Class I; Class III; C&D |
| C&D RMPF and RMPF | Coastal Nineteen MRF | Coastal Waste & Recycling of Florida | 7061 SW 22nd Court Davie, FL 33317 | C&D; Yard Trash; Class III; Clean Debris; Recovered Materials |
| C&D RMPF and RMPF | Panzarella MRF | Panzarella MRF LLC | 1601 SW 3rd Street Pompano Beach, FL 33069 | C&D; Yard Trash; Class III; Clean Debris; Recovered Materials |
| C&D RMPF and RMPF | Coastal Waste & Recycling #4 | Coastal Waste & Recycling of Florida | 1840 NW 33rd Street Pompano Beach, FL 33064 | C&D; Yard Trash; Class III; Clean Debris; Recovered Materials |
| C&D RMPF and RMPF | Envirocycle | Envirocycle, Inc. | 849 SW 21st Terrace Fort Lauderdale, FL 33312 | C&D; Recovered Materials |

| Facility Type | Facility Name | Owner/Operator | Location | Materials Accepted |
|---|---|---|---|---|
| C&D RMPF and RMPF | WM Recycling Pompano (Sun 2) | WM | 2281 NW 16th Street Pompano Beach, FL 33069 | C&D; Yard Trash; Class III; Clean Debris; Recovered Materials |
| C&D RMPF and RMPF | WM Recycling Dania Beach (Sun 3) | WM | 3251 SW 26th Terrace Fort Lauderdale, FL 33312 | C&D; Yard Trash; Clean Debris |
| Transfer Station | WM Davie Transfer Station | WM | 2380 College Avenue Davie, FL 33317 | Class I; Recovered Materials |
| Recycling Drop-Off Center | Broward County North Drop-Off Center | Broward County | 2780 N Powerline Road Pompano Beach, FL 33073 | Yard Trash; White Goods; HHW; E-Waste; Tires |
| Recycling Drop-Off Center | Broward County Central Drop-Off Center | Broward County | 5490 Reese Road Davie, FL 33314 | Yard Trash; White Goods; HHW; E-Waste; Tires |
| Recycling Drop-Off Center | Broward County South Drop-Off Center | Broward County | 5601 W Hallandale Beach Boulevard Pembroke Park, FL 33023 | Yard Trash; White Goods; HHW; E-Waste; Tires |
| Recycling Drop-Off Center | Deerfield Beach Main Recycling Drop-Off | City of Deerfield Beach | 401 SW 4th Street Deerfield Beach, FL 33441 | Recyclables; Food Waste; Certain HHW Materials |
| Recycling Drop-Off Center | Coral Springs Waste Transfer Drop-Off | City of Coral Springs | 12600 Wiles Road Coral Springs, FL 33076 | Organics for Composting; White Goods; Recyclables; Yard Trash |
| Recycling Drop-Off Center | City of Plantation Recycling Drop-Off Center | City of Plantation | 750 NW 91st Avenue Plantation, FL33324 | Yard Trash |

## 8.3 DATA SOURCES

Existing studies and other sources of information that served as reference material in the development of this Master Plan are detailed in the Task 2 White Paper, which is presented in **Appendix F**.

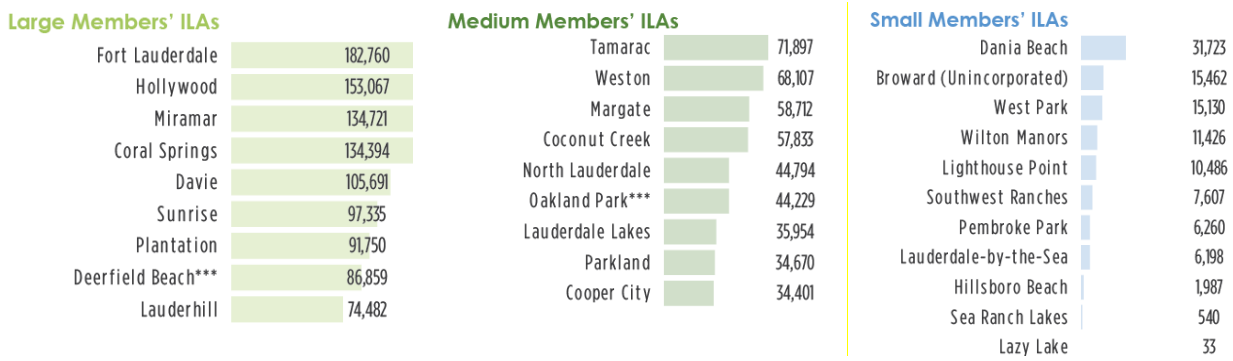
## 8.4 POPULATION, WASTE GENERATION, AND WASTE COMPOSITION PROJECTIONS AND ESTIMATES

As a starting point, the SCS Team used population and waste composition data to project waste generation by material type over the planning horizon along with the specific attributes of each ILA Member to develop the baseline conditions for this Master Plan; each element is summarized below.

### 8.4.1 Population

The generation of solid waste in a given community is determined primarily by its population. Therefore, population and growth rate projections were estimated for each ILA Member community by utilizing the most recent US Census year, 2020, referred to as the "Calibration Year". The population projections and growth rates after 2020 are based on the 2023 Broward County and Municipal Population Forecast and Allocation Model (PFAM)[10], published by the Broward County Planning and Development Management Division. Growth rates were then adjusted for each ILA Member for each year of the model from 2020 to 2045 to match (as closely as possible) the population values published in the 2023 PFAM. **Figure 6** presents the population of each ILA Member.

Figure 6. ILA Member Population




### 8.4.2 Waste Generation

The waste generation estimate over the planning period is based on County data provided in the Florida Department of Environmental Protection (FDEP) reports titled *2020 MSW Collected and Recycled by Generator Type By Descending Population*[11] and *2020 Total Tons of MSW Materials Collected and Recycled In Florida By Descending Population*[12]. This data includes total population (as reported by the US Census Bureau) and the total tons of single-family, multi-family, and commercial MSW collected. Waste generation closely correlates with population, and the waste generation rate for a given municipality is commonly reported in tons per capita, per year. The calculated per capita generation rate is used to estimate the total waste generated per year. The generation rate is projected using a trendline of the past five years of per capita growth, with three

[10] Broward County and Municipal Population Forecast and Allocation Model (PFAM) 2017
[11] 2020 MSW Collected and Recycled by Generator Type
[12] 2020 Municipal Solid Waste Collected & Recycled

options: 1) Low, which is the trendline rate of less 0.75%; 2) Medium, which is a continuation of the trendline rate; and 3) High, which is the trendline rate of +0.75%. The Medium per capita growth rate was used for the initial mass balance model calculations.

The waste generation rate is different for single-family residents, multi-family residents, and commercial employees and customers, so a further refinement of the population estimates for those waste fractions was needed. For this purpose, the ILA Member data in the model includes an estimate of single family and multifamily housing units in 2020 taken from the Broward County Affordable Housing Needs Assessment[13]. From this data, both the number of single- and multi-family housing units and the average number of residents per unit can be estimated, allowing for an estimate of the population of single-family and multi-family residents. Combining these refined population estimates with the FDEP MSW tonnage data, the per capita waste generation rate ratio for each housing unit type was calculated for 2020, which is the portion of the County-wide per-capita generation rate represented by residents of each housing type.

This ratio was then multiplied by the total per capita generation rate to derive the direct waste generation rate, which was recalculated as the model year (and County-wide waste generation rate) changes. The commercial waste generation rate ratio was similarly calculated from the commercial tons reported in the FDEP report titled *2020 MSW Collected and Recycled By Generator Type*[14] less the C&D tonnage reported in the FDEP report titled *2020 Total Tons of MSW Materials Collected and Recycled In Florida*[15], divided by the 2020 population estimate for Broward County from the US Census Bureau. This ratio was then multiplied by the total per capita generation rate to derive the direct waste generation rate, which was recalculated as the model year (and County-wide waste generation rate) changes. The following sections provide additional insights into the waste stream components and their application to the Master Plan.

### 8.4.3 Waste Composition

To estimate the waste composition for each ILA Member, the model uses the four waste fractions presented in the *Broward County 2023 Waste Characterization Study Final Report*[16], which are defined as follows:

- Source-Separated Recyclables (SSR) – this includes clean recyclables collected from curbside residential collection and multi-family and commercial recycling containers.
- Residential MSW (RMSW) – MSW from single-family residences.
- Commercial MSW (CMSW) – MSW from multifamily and commercial properties.
- Construction and Demolition Waste and White Goods (C&D/BW) – includes wastes from the construction and demolition of structures (e.g., roofing shingles, wood, concrete, drywall), as well as White Goods (e.g., furniture, mattresses).

During a waste characterization study performed as part of a separate engagement with Broward County, SCS Engineers conducted sampling and determined the materials composition of each of

[13] Broward County Affordable Housing Needs Assessment, September 2022
[14] 2020 MSW Collected and Recycled by Generator Type
[15] 2020 Municipal Solid Waste Collected & Recycled
[16] Microsoft Word - Broward County Waste Composition Study Final Report_V6

these four waste fractions. The percentages of each waste fraction were then calculated for each ILA Member, as follows:

- **SSR** - The SSR percentage depends on access to and participation in recycling. Access is determined by the availability of residential curbside recycling service and requirements for commercial recycling (which includes multi-family residential housing). Participation is estimated using an assumed set-out rate for single-family residential, multi-family residential, and commercial properties. From this data, the recycling tons for single-family residential, multi-family residential, and commercial properties were calculated, then divided by the total tons for the ILA Member municipality to result in the waste fraction percentage.

- **RMSW** – The RMSW percentage was calculated by multiplying the total single-family population by the single-family generation rate to get the residential MSW tons generated, deducting the recycling (SSR) tonnage, and then divided by the total tons for the ILA Member municipality to result in the waste fraction percentage.

- **CMSW** – The CMSW percentage was calculated by adding the multi-family MSW tons generated (product of the total multi-family population and the multi-family generation rate) and the commercial MSW tons generated (product of the total population and the commercial generation rate), then deducted the calculated recycling (SSR) tonnage for multi-family and commercial. The result was then divided by the total tons for the ILA Member municipality to derive the waste fraction percentage.

- **C&D/BW** – The C&D/BW percentage is simply the remaining waste fraction, calculated as 100% minus the sum of the three waste fractions calculated above.

The total tons calculated for each ILA Member municipality were then multiplied by the calculated waste fractions above, resulting in the total tonnage for each waste fraction. Those tons were then multiplied by the material composition percentages to derive the total tons of each material type in each waste fraction.

## 8.5 SOLID WASTE MASS BALANCE MODEL

To understand the solid waste processing and disposal needs of the Authority, a Solid Waste Mass Balance Model (Model) was developed based on the population and waste generation projections and the waste composition estimates described above. **Figures 7 and 8** present the estimated current tonnage of waste generated by municipality and current estimated waste flows, and **Figures 9 and 10** present projected waste generation by municipality and estimated waste flows in 2065. The Model estimated the tonnage of solid waste and recyclable materials generated within the County for ILA and non-ILA members, and passing through existing public, municipal, and private solid waste infrastructure in the County as well as out-of-County solid waste infrastructure. The estimates encompass four (4) key phases: Generation, Collection, Transfer/Routing, and Diversion/Disposal. After verifying the mass balance, the model advances year by year, incorporating growth rates and other factors to predict when receiving facilities will reach capacity and require expansion, or when re-routing of waste to alternative sites will be required.

Figure 7. Broward County Estimated Waste Generation by Municipality (2025)

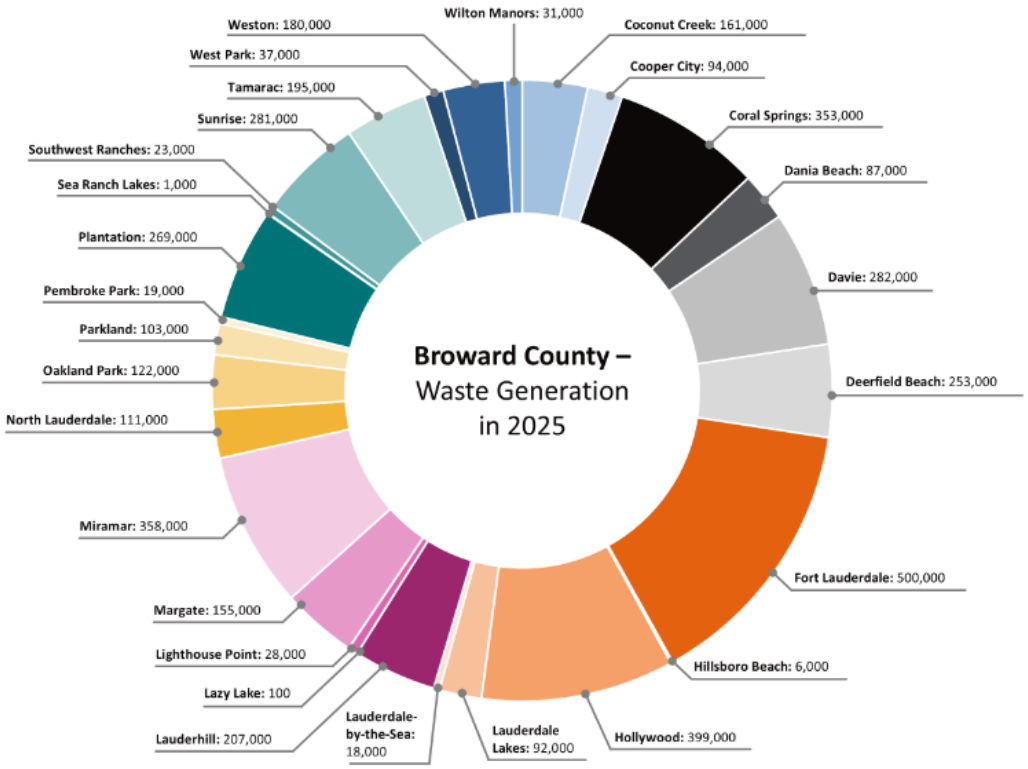



Figure 8. Broward County 2025 Estimated Tonnage of Waste Flows

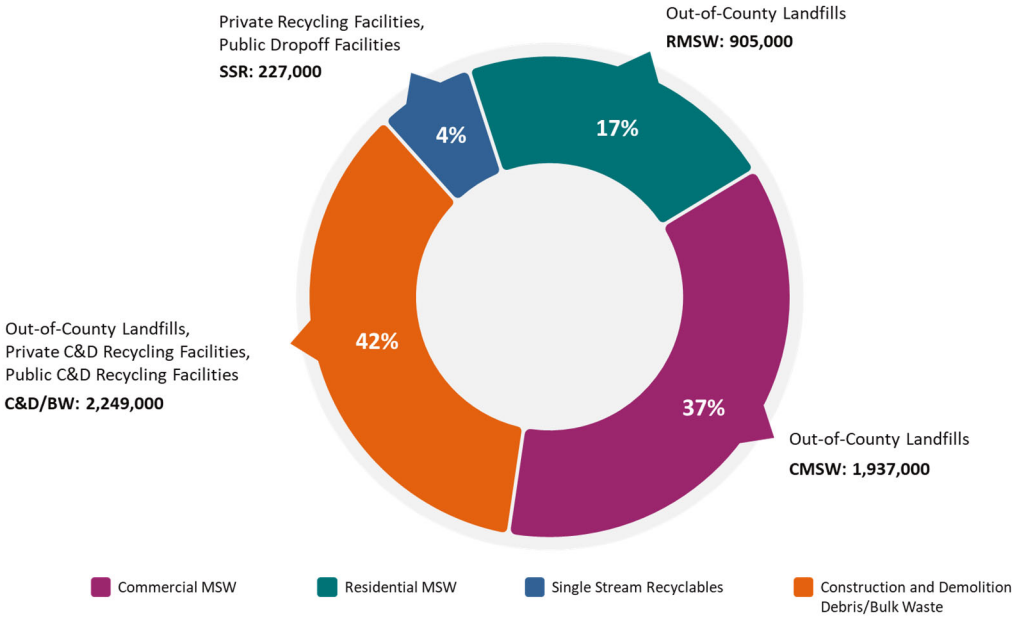


Figure 9. Broward County Estimated Waste Generation by Municipality (2065)

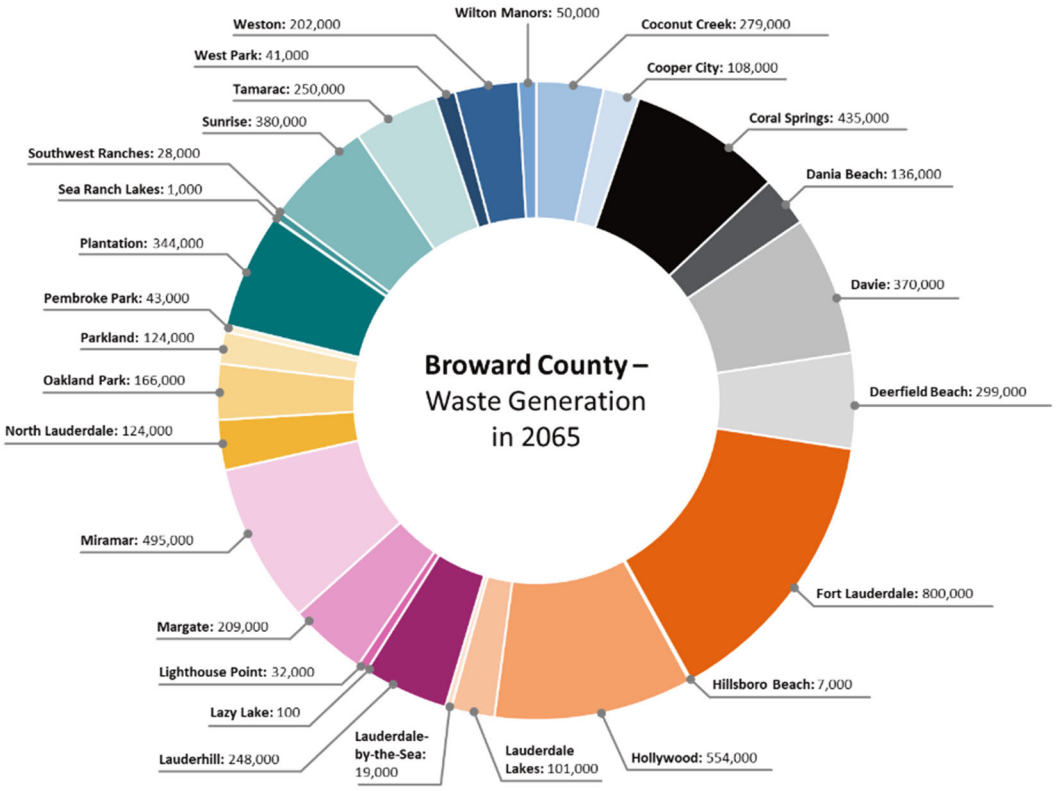
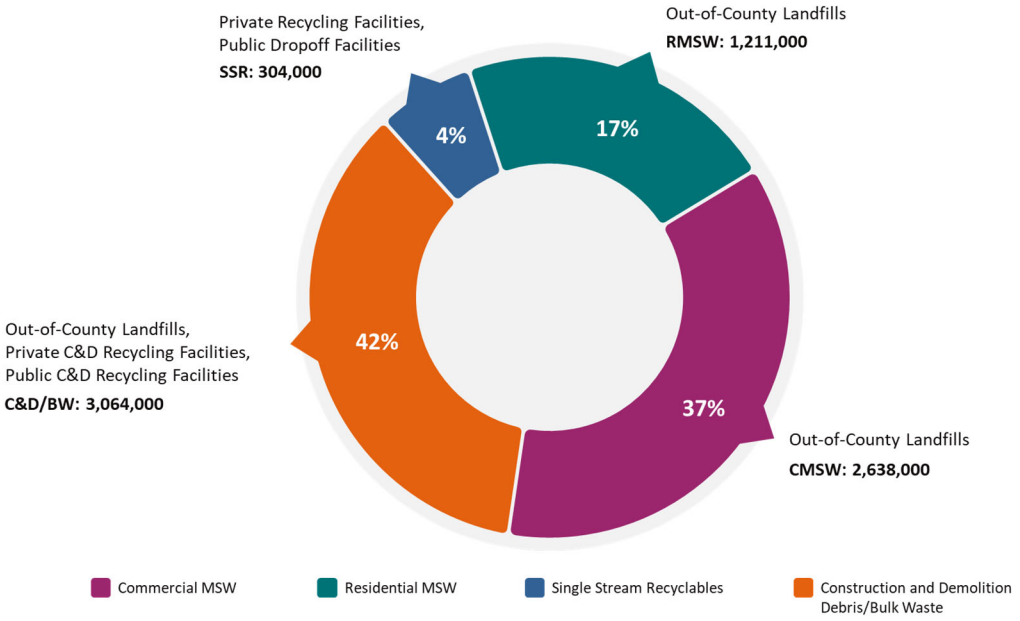



Figure 10. Broward County Estimated Waste Flows, 40-year Planning Horizon (Tons in 2065)



# 9.0 REGULATORY AND POLICY FRAMEWORK

The SCS Team reviewed applicable ordinances, statutes, rules, regulations, and goals at the Federal, state, and local levels related to solid waste management and recycling and prepared the Task 5 White Paper, which is presented in **Appendix G**.

One of the key challenges facing local government is *preemption*, which restricts local governments from enacting certain laws that would otherwise be allowed under Home Rule[17]. For example, Chapter 403.7033 F.A.C., restricts local governments from regulating auxiliary containers and disposable plastic bags and wrappings. However, it is important to note that government property and government sponsored events are excluded from this preemption law. Some local governments have banned some single-use plastics on their property and at their events. For example, in 2022 Broward County banned Styrofoam on government property and at County sponsored events. This creates an opportunity for local government to lead by example. In addition, a variety of legislative and programmatic options were identified during the development of this Master Plan and are presented as options to advance Zero Waste initiatives are summarized below in **Table 2**.

Table 2. Legislation and Programs Addressing Zero Waste Goals

| Legislation or Program | Details | Additional Notes or Examples |
|---|---|---|
| **Material Bans** | Typical items targeted include single-use plastics, plastic straws, polystyrene foam, and plastic bags. Material Bans are impactful in reducing non-recyclable or non-compostable material from the waste stream. | Florida State Law currently prohibits local municipalities from banning certain materials, such as plastic bags, polystyrene foam, etc.<br><br>Consider intensive and coordinated lobbying efforts at the State level aimed at revising the rules regarding solid waste management-related preemption. |
| **Disposal Bans** | Managed at the state level primarily, typical items targeted include cardboard, tires, electronic waste, wood and yard trash, household hazardous waste, and paints. These bans attempt to increase diversion by prohibiting disposal of items with high recycling value or which may have more sensitive environmental impacts. | Florida formerly mandated the processing of wood and yard trash materials, but this mandate was overturned in 2010. |
| **Diversion or Zero Waste Mandates** | These mandates are most easily applied to lower tier government bodies as they can be held accountable for reaching proposed goal(s) and can justify spending on the means to reach those goal(s). | |

[17] http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0163/Sections/0163.410.html

| Legislation or Program | Details | Additional Notes or Examples |
|---|---|---|
| **Extended Producer Responsibility (EPR)** | EPR policies put financial responsibility for a product's end-of-life on the producers rather than the ratepayers or taxpayers. Despite the complexities of designing the regulations and setting rates, these can be impactful by incentivizing manufacturers and product users. | A deposit return system (i.e., bottle bill) for beverage containers is an example of EPR, where product manufacturers must pay a system fee for the recycling of certain containers.<br><br>EPR is best accomplished at the Federal or state level. |
| **Public-Private Partnerships (PPP)** | PPPs can be an impactful way to develop the infrastructure necessary to improve beneficial use of waste stream components. | |
| **Contractor Performance Incentives** | Contracts with operators can be designed so that financial incentives exist for better performance. | San Jose, California's contracts with waste haulers allow for tiered higher rates to be paid to the hauler for higher diversion rates as well as incentives to minimize contamination. |
| **Pay-as-You-Throw (PAYT)** | PAYT is a type of incentive structure that encourages waste generators to limit the amount of waste they set out. | The City of Plantation employs PAYT. |
| **Product Certification** | A concept being explored by some municipalities is adhering to a certification standard for products created by recycling or organics processors. | Examples include PAS 100, a standard used in the UK for compost, and a standard for biogas to be used as RNG in pipelines. |
| **Government Purchasing Programs** | Local governments can enact policies and legislation related to procurement practices to assist in the development of secondary markets for certain recycled materials. | If executed properly, these programs can create the demand for recycled materials, one of the most difficult recycling challenges to overcome. |

# 10.0 FINANCIAL FRAMEWORK

The ILA was designed to streamline and enhance waste management and recycling services by fostering regional collaboration among the County and its municipalities. By unifying waste and recycling management services, the ILA enables the Authority to enhance its negotiating power to secure better contracts and terms, ultimately benefiting the municipalities economically through a more efficient, cost-effective, and sustainable waste management system. The primary goals are to reduce costs for the ILA Members through economies of scale and more efficient operations, leading to more predictable and stable waste management expenses. The ILA contemplates significant investments, either through facility development and ownership or service agreements, to achieve higher recycling rates and lower long-term disposal costs. Additionally, the Authority established by the ILA has the authority to impose special assessments to finance its operations and capital improvements, contributing to economic stability.

## 10.1 FLOW CONTROL OPTIONS

Flow control enables local governments to direct where solid waste and recyclables generated within their jurisdiction must be transported, processed, or disposed of. The benefits of flow control include:

- Ensuring adequate and reliable waste volume to support public or designated private facilities (e.g., material recovery facilities, C&D processing facilities, WTE, landfills).
- Maintaining environmental standards, such as higher recycling or diversion rates.
- Providing fiscal stability for solid waste infrastructure, which often relies on minimum tonnage or stable tipping fees.

There are three primary mechanisms for flow control: regulatory, contractual, and economic. Regulatory flow control is accomplished by enacting an ordinance requiring that waste and recyclables generated within a jurisdiction be delivered to specified facilities. Contractual flow control is established through an interlocal agreement or franchise agreement that directs waste streams to a designated facility or facilities. Economic flow control influences waste generator behavior or collection service providers through tipping fees, rebates, or other financial instruments. Based on the analysis conducted during the development of this Master Plan, a hybrid approach is recommended to address the nuances between the residential and commercial sectors, whereby a County ordinance could outline a broad requirement to use designated facilities, while interlocal agreements or other legal mechanisms in a form determined by the Authority would define specific terms for each municipality, including put-or-pay clauses or cost-sharing formulas. The implementation could be phased in to align new ordinances or ILAs with existing contract expirations, reducing disruption to municipal budgets and operations.

## 10.2 BUDGETING APPROACH

Government budgeting is the process by which public authorities allocate financial resources to meet societal needs, execute policies, and achieve economic objectives. The primary purpose of government budgeting is to allocate resources efficiently to address public needs while maintaining fiscal responsibility. It involves forecasting revenues, estimating expenditures, and aligning spending priorities to deliver public services efficiently and equitably. The budget serves as a key policy document, reflecting a government's fiscal strategy and priorities for a specific period, usually a fiscal year.

The government budgeting process is typically organized into several key steps with the goal to assure consistency and cost effectiveness. The first step is planning and proposal, during which individual government agencies assess their needs and submit funding requests aligned with their goals, objectives, and broader fiscal strategies. Once the proposals are consolidated, the budget is submitted to the legislative body for approval. During this phase, the proposed budget undergoes debates and potential modifications to address concerns and priorities raised by legislators. After legislative approval, the budget moves to the implementation phase. At this stage, funds are allocated to the relevant programs and services. The final step in the process is monitoring and evaluation. This involves tracking expenditures and ensuring that funds are used efficiently to meet the intended objectives. Audits and performance evaluations are conducted to maintain accountability and to identify areas for improvement in future budgets.

Based on the analysis conducted under the Task 3 White Paper (attached as **Appendix H**), a zero-based budgeting approach is recommended as it offers a practical and transparent approach for the Authority to manage the financial complexities of building and operating new facilities. By justifying every expense and aligning spending with strategic goals, zero-based budgeting will enable the Authority to anticipate and plan for cost increases while maintaining financial sustainability. When combined with long-term forecasting and performance monitoring, zero-based budgeting can ensure that the authority remains agile and effective in delivering waste management services to meet the needs of the ILA Members.

## 10.3 LEVERAGING ECONOMIES OF SCALE

Economically, the ILA was designed to streamline and enhance waste management and recycling services by fostering regional collaboration among the county and its municipalities. The primary goals were to reduce costs for ILA Members through economies of scale and more efficient operations, leading to more predictable and stable waste management expenses.

## 10.4 LEVERAGING EXISTING INFRASTRUCTURE

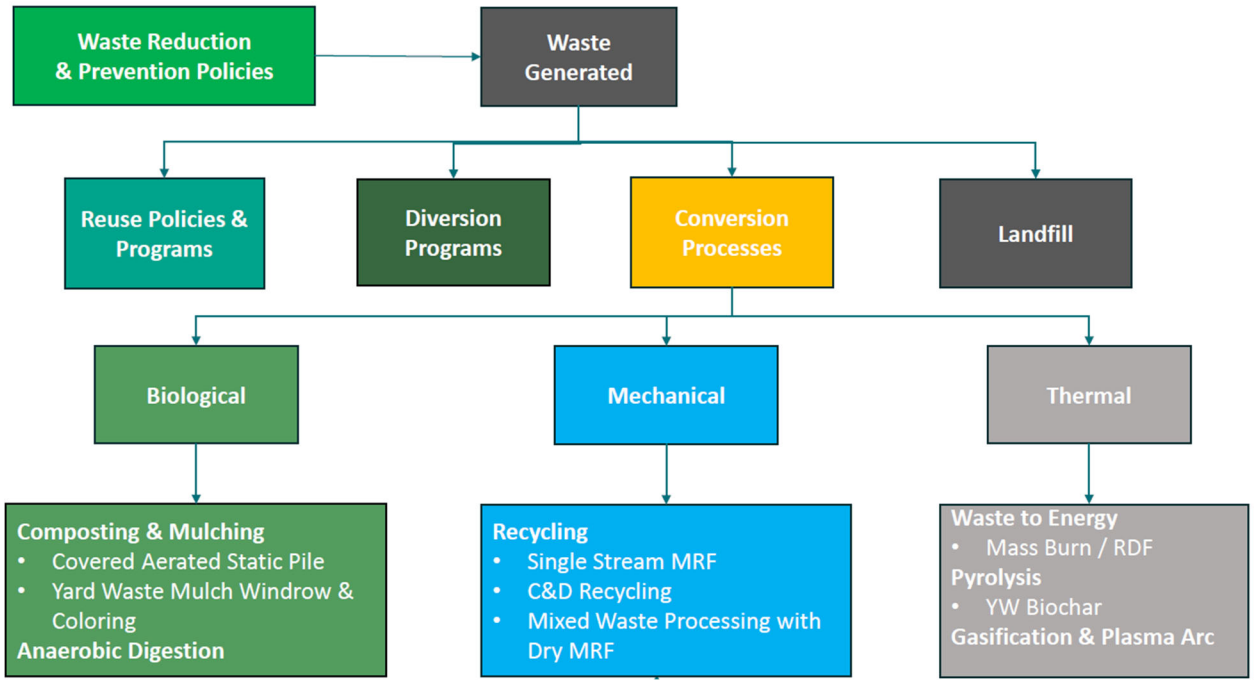
As presented in **Figure 5** above, Broward County has an extensive network of existing solid waste management infrastructure, including publicly-owned citizen drop-off sites, a private recycling facility, several private construction and demolition debris recycling facilities, private transfer stations, a private WTE facility, a County landfill, and a private landfill. This infrastructure meets some of the solid waste management needs of today and is projected to do so for the foreseeable future. However, as the System is further developed, it is critically important that the Authority be prepared to invest in new facilities and/or services to meet the solid waste management needs over the planning horizon. These needs are further discussed below.

# 11.0 FUTURE NEEDS ASSESSMENT

The Task 4 White Paper was prepared to identify critical information necessary to help the Authority make informed decisions about which types of facilities, policies, and programs should be prioritized in the Master Plan. The Task 4 White Paper is attached as **Appendix I** for reference. Five planning scenarios (Scenarios) were developed to offer potential pathways to meet the Authority's 75% waste diversion goal by 2045. The Scenarios are not intended to be a prescriptive to-do list, but rather to demonstrate the future scale and scope of processing infrastructure and programming needed to meet the Authority's ambitious waste diversion target. This assessment was driven by the Authority's Guiding Principles detailed in **Section 4** above.

The planning Scenarios were developed to provide a range of approaches that could meet the Authority's future needs, with each Scenario having different tradeoffs regarding ease of implementation, cost of service, and overall impact. The Scenarios were informed by a review of municipal best practices and a comprehensive assessment of all available waste processing technologies, including emerging and innovative approaches, as presented below in **Figure 11**.

Figure 11. Overview of Available Waste Approaches and Technologies Analyzed



The planning Scenarios helped determine:

- The volume and composition of waste to be managed now and in the future,
- The best way to segregate the waste stream to enable efficient recycling,
- The types and combinations of processing technologies best suited to increase recycling rates from the targeted waste streams,
- The relative size, capacity, cost, and recycling impact of different material recovery facilities that will increase recycling rates,
- The collection strategies, supporting policies, and public outreach programs needed to complement processing infrastructure to ensure a more sustainable materials management system.

## 11.1 WASTE GENERATION MODEL

The Scenarios were also informed by population and waste growth trends, presented in **Table 3.** These trends were determined as part of the Model that estimated the tonnage and composition of solid waste and recyclable materials expected to be generated within the County over the planning horizon. The best available data was used to consider the flow of waste through the Authority's solid waste system and out-of-County disposal facilities, encompassing four (4) key phases: generation, collection, transfer/routing, and diversion/disposal.

Table 3. Broward County Population and Waste Generation Over the 40-Year Planning Horizon

| Year | 2025 | 2030 | 2035 | 2040 | 2045 | 2065 |
|---|---|---|---|---|---|---|
| Broward County Population Projection | 2,020,000 | 2,090,000 | 2,140,000 | 2,190,000 | 2,230,000 | 2,402,000 |
| Waste Tonnage Projection | 5,320,000 | 5,690,000 | 6,000,000 | 6,260,000 | 6,500,000 | 7,200,000 |

The Model guided the development of the Scenarios that forecast future waste management facility needs, based on the tonnage of waste material required to be managed now and in the future. The Broward County 2023 Waste Characterization Study (attached as **Appendix J**) found that 78% of the County's residential waste stream, 76% of the commercial waste stream, and 80% of the C&D/Bulk Waste stream is recyclable, compostable, or potentially divertible.

## 11.2 WASTE MANAGEMENT SCENARIO PLANNING OVERVIEW

To meet the Authority's solid waste management and processing capacity requirements over the next 40 years, the Scenarios, summarized and presented in **Figure 12** below, were developed to model different combinations of waste processing technologies to project the estimated recycling rates that could be achieved, the associated development and operating costs, and the ease of implementation.

Figure 12. Scenarios Overview

| | Scenario A | Scenario B | Scenario C | Scenario D | Scenario E |
|---|---|---|---|---|---|
| Projected Diversion Rate | 62% | 79% | 83% | 51% | 73% |
| Tons Left to Send to Landfill in 2045 | 2,700,000 | 1,600,000 | 1,300,000 | 3,300,000 | 2,100,000 |
| **New Facilities** | | | | | |
| Transfer Stations | 3 | 3 | 3 | 3 | 3 |
| Landfills | 1 | 1 | 1 | 1 | 1 |
| Single-Stream MRFs | 2 | 2 | 2 | 0 | 2 |
| Reuter's Recycling | 1 | 1 | 1 | 0 | 1 |
| MWPF + AD + Fiber | 0 | 0 | 0 | 0 | 3 |
| WTE | 0 | 1 | 1 | 0 | 0 |
| Anaerobic Digestion | 0 | 0 | 0 | 3 | 0 |
| DRY MRFs | 0 | 0 | 0 | 6 | 0 |
| Organics Processing Campus | 2 | 2 | 2 | 2 | 2 |
| Mulch | 2 | 2 | 2 | 2 | 2 |
| CASP Zone | 0 | 1 | 10 | 0 | 10 |
| Biochar | 1 | 1 | 1 | 1 | 1 |
| **Existing Facilities** | | | | | |
| Drop-Off Centers | 8 | 8 | 8 | 8 | 8 |
| C & D Recovery facilities | 2 | 2 | 2 | 2 | 2 |

These Scenarios demonstrate that the pursuit of incrementally higher recycling rates leads to substantially higher costs and increased difficulty of implementation. The Scenarios were informed by a comprehensive review of existing and emerging future waste processing technologies implemented across North America and other developed nations, as detailed in the Task 9 White Paper. The Scenarios were screened to assess the relative public health and environmental impacts and the associated environmental justice implications. They also took into consideration comparable municipal solid waste systems, and unique characteristics of the County including geographic constraints, limited land availability, permitting processes at the local and state levels, and the anticipated regulatory framework for stricter segregation of waste streams at the source across residential, commercial, and industrial sectors. **Table 4** below presents the results of this screening process for each Scenario.

Table 4. Scenarios and Goals: Cost and Other Impacts

| Scenario | Recycling (Cost) | Reuse (Cost) | Diversion (Cost) | Zero Waste Strategies (Cost) | Market Risks (Cost) | Environmental Impacts, Health and Safety (Cost) | Cost Efficiency |
|---|---|---|---|---|---|---|---|
| A | Low | Low | Medium | Low | Low | Medium | High |
| B | High | High | High | Medium | High | High | Medium |
| C | High | High | High | Medium | High | High | Medium |
| D | Medium | Medium | Medium | High | Medium | High | Low |
| E | High | High | High | Medium | High | High | Low |

Following the development of the Scenarios and presentation to the Executive Committee, consensus was achieved and **Scenario A was selected as the most practical, cost-effective, and quickest path forward to begin building the Authority's new solid waste system** while still providing the necessary flexibility for the Authority to adapt and pursue more progressive waste diversion investments over time as the system matures and evolves. For a detailed review of each planning Scenario, including descriptions of the respective technologies, facilities, and cost estimates, refer to the Task 4 White Paper.

Scenario A includes the first critical steps needed for the Authority to be successful — restoring and expanding single-stream recycling access, improving waste diversion opportunities through the harmonization of services and separation of material streams, targeting single-stream recycling and yard trash programs that are easiest to implement while yielding the largest recycling gains, investing in supporting infrastructure and complimentary public education, and ensuring long-term disposal security. While Scenario A calls for the development of several facilities, as noted above in Figure 12, in the short term, the Authority has made the policy decision to leverage the use of existing infrastructure and phase in new infrastructure investments over time, as the needs of the Authority evolve.

Broward County's distinctive characteristics limit the potential for solid waste diversion during the first few years of the planning horizon, necessitating a practical and phased approach to planning. Additionally, the integration of open market collection systems within the Authority presents challenges to full participation. It is therefore important to acknowledge that (1) all planning Scenarios identified the need for continued use of the South Broward RRF for waste volume reduction; and (2) that additional landfill capacity will be necessary over the planning horizon to manage residual materials, provide added resilience from future debris generating disaster events, and ensure operational stability. Due to the volume of waste projected to be generated in the future, the limited siting opportunities within Broward County, and the growing disposal needs of adjacent counties, the Task 4 White Paper noted that it is imperative for the Authority to actively procure additional disposal capacity within or outside the County as a critical part of its long-term resiliency strategy.

## 11.3 FACILITY SITING

While Scenario A and maximizing use of existing infrastructure within Broward County is the preferred starting point, consideration was also given to siting new facilities. A preliminary desktop facility siting analysis was conducted for the potential development of the facilities identified in all Scenarios featured in the Task 6 White Paper. Exclusionary screening criteria were developed for each facility type, including minimum site acreage, setback from residential zoning, access to major roadways, and ownership by a municipal government entity. **Table 5** summarizes the criteria used to assess the feasibility of potential sites and denotes facilities specifically recommended by Scenario A. Each of the potential sites must undergo a detailed siting analysis that considers geotechnical subsurface conditions, environmental permitting, design analysis, constructability, etc. While the available public land and the identified existing sites have limitations, the Authority should remain engaged and aware of potential opportunities to acquire land in the future.

Table 5. Siting Criteria Summary

| Technology | Capacity Needed Per Facility (TPY)[1] | Minimum Site Area for Individual Facilities (Ac)[2] | Offset from Residential Zoning (mile(s)) | Parcel Ownership | Zoning | Transportation – Travel Time to Major Road | Proximity to Airport | Number of Facilities Required by Scenario A |
|---|---|---|---|---|---|---|---|---|
| SS RMPF | 250,000 | 20 | 0.25 | Must be County or municipally owned | Vacant, Industrial, Commercial, and Agricultural | Exclude properties more than five miles from a Collector or Arterial Road | N/A | 2 |
| Mulch Facility | 175,500 | 10 | 0.25 | | | | | 2 |
| Biochar | 30,000 | 2 | 0.5 | | | | | 1 |
| Organics Processing Campus | 380,000 | 10 | 1.0 | | | | | 2 |
| Aerobic Digester | 160,000 | 7 | 0.25 | | | | | N/A |
| C&D RMPF | 450,000 | 15 | 0.5 | | | | | 2 |
| Dry MRF | 160,000 | 15 | 0.25 | | | | | N/A |
| MWP (Fiber Extraction, AD & MRF) | 330,000 | 30 | 0.5 | | | | | N/A |
| Public Drop-Off Recycling Center | 12,000 | 0.5 | NA | | | | | 8 |
| Transfer Station | 1,240,000 | 15 | 0.25 | | | | | 3 |
| WTE[3] | 1,000,000 | 30 | 0.5 | | | | >4 miles | N/A |
| Landfill | 3,400,000 | 640 | 1.0 | | | | >4 miles | 1 |

1. The modeled functional capacities from the Task 4 White Paper for each type of solid waste facility were estimated based on the requirements to meet the Authority's 2045 diversion goals, based upon modeled waste volumes anticipated.
2. Minimum site acreage shown is for the minimum functional facility footprint that could accommodate the capacity required to meet long-term Authority objectives and does not include appurtenant scales, access and egress roads, local zoning requirements, setbacks, vegetation, fencing, stormwater, etc., which would be determined during a fatal flaw analysis.
3. Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used; however, it does not contemplate a new WTE facility.

### 11.3.1 Identification of Sites – Exclusionary Criteria

To identify the availability of potential sites for the development of future solid waste, recycling, and diversion facilities within the County, a desktop evaluation utilizing Geographic Information Systems (GIS) was conducted, which applied the exclusionary criteria detailed in the Task 6 White Paper (see **Appendix K**). Only County and municipally owned parcels were considered for this exercise.

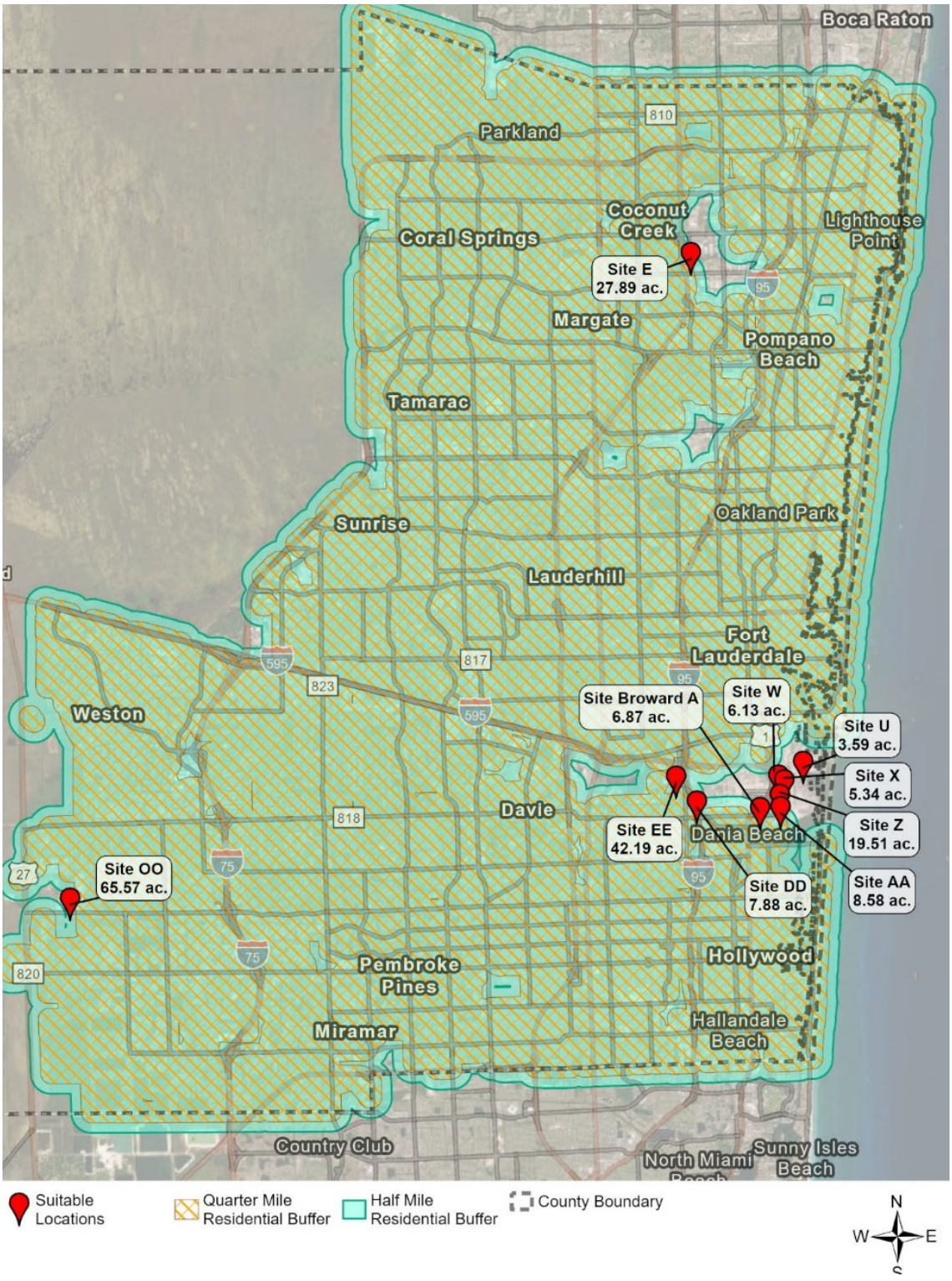
The desktop GIS analysis identified 132 individual County or municipally owned parcels. Broward County provided a listing of 80 additional parcels for consideration, of which 32 were included in the original evaluation. These parcels were grouped into 49 potential sites, which were each assigned a letter site identifier. Once the GIS data and siting criteria associated with each proposed facility type were considered and evaluated for each of the 49 potential sites, many were excluded from further evaluation. Ultimately nine (9) potential sites were identified that could potentially accommodate development of a SS RMPF, Scenario A - Organics Processing Campus (Mulch Facility and Biochar Pyrolysis), Mulch Facility, C&D RMPF, Public Drop-Off Recycling Center, and Transfer Station. Due to the residential zoning offset and minimum site acreage requirement, County or municipally-owned sites were not identified for the development of a WTE Facility or Landfill. However, it should be noted that on July 18, 2025, the Executive Committee made the policy decision that any future WTE Facility would be considered only if it were co-located in close proximity to the South Broward RRF. The South Broward RRF site did not meet the original exclusionary criteria, as it is less than one mile from residential communities.

**Table 6** summarizes the acreage of each of the nine sites and notes the Scenario A facility type(s) that could be developed at each site. The sites are also shown on **Figure 13** below.

Table 6. Summary of Potential Sites

| Site Identifier | Ownership | Location | Site Size (Acreage) | Scenario A Facility Types |
|---|---|---|---|---|
| **AA** | Unincorporated Broward County | East of Ft. Lauderdale International Airport, South of I-595 | 8.58 | Public Drop-Off Recycling Center |
| **DD** | Unincorporated Broward County | West of Ft. Lauderdale International Airport, South of I-595 | 7.88 | Public Drop-Off Recycling Center |
| **E (Includes the Alpha 250 Parcel)** | City of Pompano Beach | East of the FL Turnpike, South of Sample Road | 27.89 | SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station |
| **EE** | Unincorporated Broward County | West of I-95, South of I-595 | 42.19 | SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station |
| **W** | Unincorporated Broward County | East of Ft. Lauderdale International Airport, East of NW 7th Ave | 6.13 | Public Drop-Off Recycling Center |
| **OO** | Unincorporated Broward County | East of I-75, North of Sheridan Street | 65.57 | SS RMPF, Mulch Facility, Public Drop-Off Recycling Center, Transfer Station |
| **U** | City of Hollywood | Southwest of Port Everglades, South of Eller Dr. | 3.59 | Public Drop-Off Recycling Center |
| **Z** | Unincorporated Broward County | East of Ft. Lauderdale International Airport, East of NW 7th Ave | 19.51 | SS RMPF, Mulch Facility, Organics Processing Campus – Scenario A (Much and Biochar Pyrolysis Facilities), C&D RMPF. Public Drop-Off Recycling Center, Transfer Station |
| **Broward A** | Unincorporated Broward County | South of Ft. Lauderdale International Airport, North of NE 10th St | 6.87 | Public Drop-Off Recycling Center |

Figure 13. Location of County and Municipally Owned Sites within Broward County that Meet Screening Criteria



When planning for the development of future Authority-owned facilities, consideration should be given to the ability to activate the infrastructure to also serve as an educational resource to further enhance public awareness and support for the role the facility plays in the community. Such facilities should also promote environmental stewardship through thoughtful design of the built environment. An exploration of such an approach is addressed in the Task 10 White Paper (attached as **Appendix L**). One positive way to engage the community is through passive learning centers. Living laboratories, interactive exhibits, wetlands, and trails are all examples of learning centers that have been successfully incorporated into waste management facilities, fostering environmental awareness and promoting sustainability. The pursuit of LEED certification or similar green building certifications can help ensure optimal energy and water efficiency within the facility operation and highlight the use of waste reduction principles and recycled content within the construction process. Educational signage and public tours of the facilities can provide impactful learning opportunities for students and community groups. For example, both Pinellas County and the Solid Waste Authority of Palm Beach County have robust public outreach programs that provide facility tours. Ensuring adequate buffers and protection of natural areas also helps to minimize disruption to adjacent properties.

### 11.3.2 Alpha 250 Site

In addition to evaluating other County or municipal owned sites, the Alpha 250 Site was evaluated to determine if any of the solid waste processing facilities identified in the Scenarios could be developed at this location. There are three limiting factors affecting the facility type and size that could be developed at the Alpha 250 Site, including the residential setback from zoning, a Plat Amendment that limits industrial facility development to 342,000 square feet (sf) or approximately 7.85 acres, and the types of facilities included in the City of Pompano Beach Zoning Waste Related Uses listing.

The Plat Amendment allows for additional industrial density square footage, not to exceed 20% of the permitted industrial density, and is dependent on the actual industrial density square footage developed at parcels subject to the Plat Amendment. However, this can only be determined through a formal Zoning Letter request, which would be conducted should the Authority pursue a more detailed siting analysis for the Alpha 250 Site. Therefore, the evaluation of the North Alpha 250 Site is based on the currently known 342,000 sf industrial density limitation.

The Alpha 250 Site is located within the City of Pompano Beach and falls within the City's zoning jurisdiction. The Alpha 250 Site is zoned General Industrial Planned Industrial Overlay (I-1/PCI). Approved uses for this designation are defined in Appendix A to the Overlay: Consolidated Use Table of the City of Pompano Beach's Zoning Code. Waste-related uses are allowed in areas designated General Industrial as a special exception and require approval from the City of Pompano Beach Zoning Board of Appeals (ZBA). The following Scenario A facility types are allowed at the Alpha 250 Site (with special exceptions): Mulch Facility, C&D RMPF, and Transfer Station. The City of Pompano Beach Consolidated Use Table does not include a description of RMPF or Public Drop Off Recycling Centers in its listing of Waste Related Uses. If the Authority would like the City of Pompano Beach to consider development of these types of waste processing facilities, discussions with the ZBA should be held. Thus, the Authority would be unable to utilize Alpha 250 for these types of waste processing facilities due to the site constraints and absent approvals from the City of Pompano Beach.

Figure 14. North Alpha 250 Setback and Buildable Area

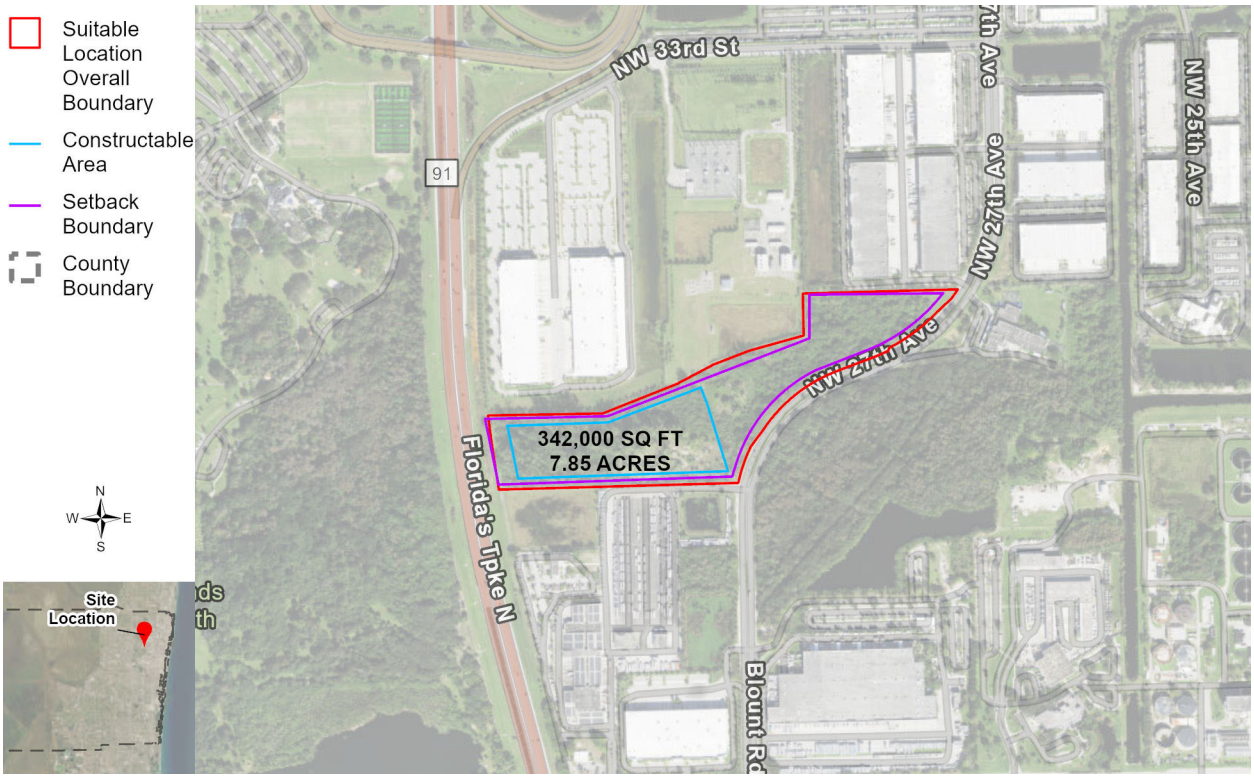



**Table 7** summarizes the Scenario A facility types, capacity, and corresponding minimum acreage requirements defined in the Task 4 White Paper and compares available acreage for development, waste-related uses allowed by the City of Pompano Beach, and the minimum setback to residential zoning. This comparison determined that none of the facilities identified in Scenario A could be constructed at the Alpha 250 Site based on the facility capacity noted, minimum acreage requirements, and zoning concurrence.

Table 7. North Alpha 250 Scenario A Suitable Facilities

| Facility Type | Capacity | Minimum Acreage Required Based on Capacity | Available Acreage of Alpha 250 North | City of Pompano Beach Zoning Compliant | Minimum Setback to Residential Zoning | North Alpha 250 Ability to Accommodate Proposed Facilities |
|---|---|---|---|---|---|---|
| SS RMPF | 250,000 | 20 | 7.85 | No | 0.25 miles | No[1] |
| Mulch Facility | 175,000 | 10 | 7.85 | Yes | 0.25 miles | No |
| C&D RMPF | 450,000 | 15 | 7.85 | Yes | 0.50 miles | No |
| Organics Processing Campus – Scenario A (Co-Located | 380,000 | 18 | 7.85 | No | 0.5 miles | No |

| Facility Type | Capacity | Minimum Acreage Required Based on Capacity | Available Acreage of Alpha 250 North | City of Pompano Beach Zoning Compliant | Minimum Setback to Residential Zoning | North Alpha 250 Ability to Accommodate Proposed Facilities |
|---|---|---|---|---|---|---|
| Much and Biochar Pyrolysis Facilities) | | | | | | |
| Public Drop-Off Recycling Center | 12,000 | 0.5 | 7.85 | No | Not Applicable | No[1] |
| Transfer Station | 1,240,000 | 15 | 7.85 | Yes | 0.25 miles | No |
| Landfill | 3,400,000 | 640 | 7.85 | No | 1-mile | No |

1. Discussions required with City of Pompano Beach Planning and Zoning to confirm if it would consider a special exception or an amendment to Appendix A: Consolidated Use Table of its Zoning Code to include the definition associated with a RMPF and Public Drop Off Recycling Center in its list of allowed waste-related uses.

# 12.0 INNOVATIVE FUTURE TECHNOLOGIES

Broward County and the Authority face increasing waste generation, shifting consumption patterns, staffing considerations, land scarcity, decreasing long-term cost-effective disposal capacity, concerns about GHG emissions from the solid waste system, and intensifying environmental challenges as a result of rapid urbanization. These co-enforcing trends necessitate the need for innovative solutions that increase diversion, enhance efficiency, reduce costs, decrease emissions, and foster environmental stewardship. To help provide solutions to these common urban growth issues, a dizzying array of quickly evolving, cutting-edge technologies is transforming the solid waste management landscape. On multiple fronts, vetting and implementation of these systems should begin in the short term and continue over the planning horizon for increasing recovery rates, optimizing costs, streamlining operations, reducing dangerous and repetitive jobs, and lowering environmental impacts.

To be effective, the Authority must prioritize a more automated and connected management system to commence immediately as a top priority. Led by AI, industrial and public processes are undergoing a revolution as significant as the preceding industrial and digital/computer revolutions of the last two centuries. For instance, the benefits of availing AI technologies as a top priority will provide vast opportunities for the productive and cost-effective development of services and assets and offer a platform for increased engagement with residents. Table 11 in Section 16 – Recommendations outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

## 12.1 TECHNOLOGY PLANNING FRAMEWORK

The Authority should use the following criteria as a technology planning framework to procure technologies that:

- Are low risk and proven to lead to high diversion rates; for instance, best practices for waste reduction and reuse.
- Are practical, competitive, and cost effective, and can be tailored to the Authority's unique geographic and demographic profile, including its coastal location and interconnectivity with neighboring counties.
- Implement continuous improvement – a preference for data-driven accountable metrics that automate repetitive, duplicative, and mistake-prone tasks.
- Provide long-term and sustainable processing, monitoring, communicating, and safety enhancing methods which prioritize and promote operational efficiency and environmental stewardship.

For waste system elements that may be managed by the Authority and ILA Members, most, if not all, key processes (e.g., collection, processing and disposal, procurement capabilities, compliance) could benefit from new technologies and would help drive and optimize Authority business processes. Examples include:

- Providing updated, real-time waste compositions on a continuous basis, either by collection container monitors or through AI recognition technology during processing.

- Integrating smart phone, solid waste customer platforms that are compatible with all other key parts of the management system, including collection schedules, special events, storm response, contamination monitoring, service disruption and missed pickup coordination, service provider communications, etc. These same platforms can also provide interactive billing capabilities and automated customer service functions, with features such as additional service ordering, accident reporting, up charging for exceeding service boundaries, personalized customer education, and feedback on recycling participation and performance.

- Using autonomous and safe vehicles which are appropriate now for some segments of solid waste collection and disposal system, such as 'Wall-E'- type beach and park litter robot patrols and small institutional trash container collection systems (hospitals, campuses, hotels). These systems can also utilize smart bin technology that senses when a container is full and sends the automated collection vehicle to service it. In addition, use of autonomous vehicles in management of sites where waste is processed or disposed of in such applications as water sprinkler trucks, windrow turners, security-monitoring vehicles, and landfill compactors, is being field tested and deployed today.

- Monitoring autonomous collection systems which are now in public road testing worldwide and are being developed to service larger segments of solid waste customers in the future (both residential and commercial). Considering the exploding market for autonomous cab and jitney services in large U.S. cities and given driver shortages and system disruptions from other human factors, autonomous vehicles are likely to be implemented more widely in the short term, provided they are as safe, or safer, than human drivers. Implementation will occur first in applications such as transfer station transfer long hauling; second in lower traffic commercial pick-up systems during off hours; and finally in regular residential collection systems.

- Real time monitoring and due diligence for the ILA Member solid waste collection service systems (GPS, stops recorded with date and time stamp, current position, weight-recording alternatives, daily tonnage accumulators at each processing and disposal location, etc.).

- Automated remote scale systems with time monitoring and management to avoid queues and costly manual mistakes.

The opportunities above are examples of the evolving array of technologies Authority members should consider implementing (see the Task 9 White Paper attached as **Appendix M** for more detail). Given the overwhelming number of choices, the Authority should organize to meet its planning framework in the short term. A managed approach will allow quick control and reduce reactive decisions in procuring new technology. It also will allow precise measurement and accountability and pave the way for performance improvement through metrics, leading to improved total costs and a more predictive return on investment. From this foundation, stakeholders will gain actionable options for solid waste collection, processing, recovery, and disposal which have measurable standards and outcomes, and can be geared toward the highest recovery.

The Authority should use the Planning Framework to achieve the best outcomes in the long term. For instance, solid waste system autonomous processes have become readily available in the last decade that are a major trend in the environmental industry. They can significantly reduce costs and

are being implemented rapidly through the supply chain. They are fueled by the new capabilities of AI, blockchain technologies, the Internet of Things, and Web 3.0. architecture. There are also newer, abundant, and very attractive tools and complementary technologies and processes that will be available in three to five years or less. They are also driven by these same developments and will require the new connectivity to be effective and should be complementary to its implementation. Table 11 in Section 16 – Recommendations outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

## 12.2 HIGH DIVERSION AND EFFICIENT WASTE MANAGEMENT TECHNOLOGIES

Initially, the Authority will likely remain reliant on the existing infrastructure, while also allowing waste to be transported out-of-County by private service providers to private disposal options. However, there is an appropriate near-term option that relates to managing yard trash and eventually food waste and presents an opportunity to increase diversion rates. Processing can be accomplished initially via mulching/composting with a relatively low investment level, with the processing approach enhanced in the future as required to meet the needs of the Authority. To meet the 75% state diversion goal, a top priority for the Authority should be to isolate, capture, and process streams of organic material that ILA Members are now collecting as part of the solid waste stream and may collect separately in the future. Focusing on organics is the fastest way to increase diversion and has shown the greatest promise among new technologies. In addition, organics technologies are scaling throughout the U.S. and achieving operational resilience.

As a preliminary action, the Authority is encouraged to conduct a yard trash end market assessment and develop an appropriate action plan to create viable end markets for yard trash or develop a procurement approach that would require a contracted vendor to identify secure end markets for processed yard trash. It should be noted that the Broward County Landfill currently has limited need for use of yard trash as alternative daily cover and reports that it currently has excess cover materials. Table 11 outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame.

Though not recommended initially due to the risk and cost, the Authority should continue monitoring advanced high volume waste technologies such as those presented in the Task 9 White Paper.

# 13.0 EDUCATION AND OUTREACH PROGRAM

As previously described above and detailed in the Task 8 White Paper (attached as **Appendix N**), behavior change is foundational to meeting the Authority's waste reduction and recycling goals. For diversion efforts to succeed, the public must take ownership of waste generation and be empowered to reduce waste and recycle more. Community members and visitors need access to the waste reduction and recycling services identified in this Plan, knowledge about how to reduce their waste and recycle correctly, and engagement to help them make informed and accurate disposal decisions about an ever-changing array of waste materials they generate as they live, work, and play across Broward County. As packaging design, recycling innovations, and materials management programs continue to evolve at a faster pace, the Authority needs a robust communications and outreach infrastructure to complement the collections and processing systems. This will help bridge the gap, encourage people to adapt to ongoing changes, and make learning about recycling more accessible, engaging, and rewarding.

Without consistent information, feedback on recycling habits, or a clear resource for answers, people often question the legitimacy of recycling programs and/or create their own recycling methods. For example, the Authority's residential recycling survey conducted in 2025, found that only 43% of respondents trust that recyclable items placed in their recycling carts actually get recycled. Without accurate, timely information, people's recycling assumptions are often based on misconceptions or outdated knowledge, leading to decreased participation and unintentional mistakes. This contributes to contamination of as much as 25% of collected recyclables, which can no longer be processed, as reported by USEPA. This highlights the need for the Authority to invest in developing a communications and outreach program to cut through confusion and become the "trusted voice" to deliver accurate and timely communications to drive desired behavior.

Participation, contamination, and material yield metrics for recycling programs can be improved significantly by investing in the following education and outreach initiatives:

- **Uniformity Across Programs:** Establishing consistency in program design and operations.
- **Targeted Educational Messaging:** Utilizing Community-Based Social Marketing (CBSM) techniques to reach and influence diverse populations effectively.
- **Enhanced Compliance Measures/Enforcement:** Strengthening policies to reduce contamination and ensure compliance.

Ensuring uniformity across programs will be one of the largest contributors to success as it provides the access needed to enable participation. The Master Plan recommends that the Authority retain and expand its current single stream recycling program due to the significant direct cost savings compared to a dual stream system and other related net savings identified in the Task 4 White Paper. Aligning recycling services across ILA Members should also provide for a conforming list of targeted curbside recyclables which is essential to communicating the list of acceptable items, thus reducing contamination and maximizing material recovery. The Master Plan also recommends requiring weekly curbside collection of source separated yard trash to enable targeting the material for beneficial uses. Both core weekly curbside collection services are the two largest materials streams in which residents can actively participate in order to increase recycling rates. In addition to these two critical focus areas, **Table 11** outlines critical initial elements needed for this approach, their strategies and tactics, and the current priority and time frame. The Task 8 White Paper also provides more detail and relevant case studies.

# 14.0 CHALLENGES AND OPPORTUNITIES

Tasks 4 through 9 explored and provided a physical roadmap for diversion. However, for success in implementing some or all of the processing and disposal functions of Scenario A, the Authority will first be required to build a lasting foundation before it invests its own capital and resources to meet the 75% recycling goal. There are lessons from existing municipal solid waste systems with higher recovery in North America (from places as diverse as Florida's Lee and Palm Beach Counties; the province of British Columbia, Canada; Hennepin County, MN; California's high regulatory environment; Phoenix, AZ; and several New Jersey, New York, and Texas municipalities) that began to build greater diversion over decades-long periods through phased foundational steps. These steps then allowed later development of the physical assets, whether public or private, required to meet the volume demand. Successful high diversion communities further recognized the practical tradeoffs that must be made in order to increase local waste authority fidelity and span of control so they could make necessary changes while keeping diverse stakeholders engaged and supportive. This included immediate steps towards solving ever-present potential conflicts and the tradeoffs they represent, with solutions acceptable for stakeholders in their diverse communities. Among the most important of these are:

- Where (land availability, feasibility, community acceptance) and when (cost, volume, competition) to build new solid waste facilities.

- What kind of collection systems must be phased in over the long term to obtain a cost-optimized scale to achieve the highest rates of recovery, whether or not the Authority actually operates those collection systems; and how to implement a phased homogenization of solid waste-segmented materials streams to provide the key Authority leverage point of large volumes for lower costs that members want.

- Immediately begin defining and implementing general policies, contractual agreements with Authority members, collaboration agreements with non-members for regional scale, and supporting local member statutes that will be needed.

- How to plan, procure, and execute an effective communications strategy utilizing a shared high-technology platform, from customer apps to real time system operations, in order to assure widespread and necessary access across the supply chain for common Authority-wide messages; for instance, coordination of material stream composition requirements, anti-contamination programs, special collection programs, and storm response. This also allows the underpinnings of the Authority's mission to be shared through continuing updates on progress towards common goals, metrics, performance, changes in schedule, responses to storms, and general management.

- How to, over time, move towards material stream, collection system, diversion, disposal and other service harmonization whenever possible for economies of scale.

In addition, based on the 2023 FDEP Solid Waste Management Report, the County had a 39% recycling rate for C&D. Based on the opportunity to manage this waste stream component better, the SCS Team evaluated options to manage C&D. These are presented in the Task 17 Construction & Demolition Debris Management Options White Paper attached as **Appendix O**.

# 15.0 MANDATORY MASTER PLAN CONTENTS

Consistent with Article 7 of the ILA, the Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System. The Master Plan satisfies each of the requirements set forth in Section 7.1.1, as described below.

To the extent that certain System components, facilities, or contractual arrangements are not yet in existence as of the adoption of this Master Plan, the provisions below establish binding standards, methodologies, and minimum requirements that shall govern the Authority's implementation of such components upon their development, execution, or acquisition.

## 7.1.1.1 – Revenue Requirements and Reserve Funds

ILA Section 7.1.1.1. requires that the Master Plan provide for **"revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components."**

The Authority shall establish and maintain reserve funds sufficient to address closure, long-term care, perpetual maintenance, and potential remediation costs associated with System facilities.

For any System facility developed, acquired, or utilized by or on behalf of the Authority, the Authority shall calculate required reserve amounts using a lifecycle cost methodology that includes, at a minimum: (i) projected closure costs; (ii) post-closure monitoring and maintenance costs; (iii) potential remediation costs based on reasonably foreseeable environmental risks; and (iv) a contingency factor appropriate to the type of facility and regulatory requirements.

Until such time as System facilities are developed or acquired, the Authority shall maintain a minimum operating reserve equal to no less than three (3) months of projected operating expenses, as reflected in the Detailed Financial Plan. Upon the development or acquisition of any System facility, the Authority shall incorporate facility-specific reserve funding requirements into its rate structure, assessments, or other revenue mechanisms in accordance with this methodology.

## 7.1.1.2 – Diversion Sites, Disposal Sites, and Waste Processing

ILA Section 7.1.1.2. requires that the Master Plan provide for **"Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate."**

Prior to the acquisition, construction, or designation of any specific facility as part of the System, the Authority shall evaluate and identify such facility in accordance with the criteria set forth in the Master Plan and applicable appendices, including capacity, environmental compliance, geographic distribution, and system efficiency.

The identification of facilities within Scenario A and the associated appendices constitutes the initial framework for System configuration, which shall be implemented and refined through subsequent Authority actions consistent with this Master Plan.

### 7.1.1.3 – Diversion Plans

ILA Section 7.1.1.3. requires that the Master Plan provide for **"Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law."**

The Authority hereby adopts the following diversion framework applicable to all System operations:

(a) Hazardous Materials: Any Hazardous Materials that impermissibly enter the System shall be identified, segregated, and removed in accordance with applicable law. The Authority shall require, through contractual arrangements or operational protocols, that all processors, haulers, and facility operators implement procedures for the detection, removal, handling, transportation, and lawful disposal of such materials.

(b) System Waste Subject to Diversion: For System Waste for which diversion is appropriate under applicable law, the Authority shall implement diversion programs, which may include source separation, material recovery, processing requirements, and contractual performance standards.

These diversion requirements shall be incorporated into all relevant agreements, operational standards, and programmatic requirements of the Authority. The Authority may adopt additional diversion protocols as System facilities and programs are developed; however, the foregoing framework shall apply at all times to System operations.

To the extent that the Authority, through a network of future drop-off centers, offers to accept waste that would otherwise be known as Hazardous Materials (as defined in the ILA), this Master Plan constitutes express written consent for the Parties, their residents, and designated waste haulers to deliver the specified materials into the System.

### 7.1.1.4 – Solid Waste Reduction Strategies, Recyclable and Recovered Materials Processing, and Public Education

ILA Section 7.1.1.4. requires that the Master Plan provide for **"Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same."**

The Authority shall implement programs and services to support solid waste reduction and Recyclable Materials processing for all materials that may reasonably be included in single-stream recycling, including public education and outreach initiatives. Further, the Authority shall also implement programs and services to support Recovered Materials processing for categories such as C&D.

At a minimum, the Authority shall provide for: (i) public education programs addressing waste reduction, recycling, and proper material handling; (ii) coordination with Parties to support consistent program implementation; and (iii) performance-based program elements designed to improve diversion and recovery rates over time.

The strategies, priorities, and timelines set forth in Section 16 (Scenario A Plan), Table 11, and Appendix N establish the required programmatic framework, which shall be implemented through Authority actions, agreements, and funding mechanisms consistent with this Master Plan.

### 7.1.1.5 – Alternative and Contingency Facilities

ILA Section 7.1.1.5. requires that the Master Plan provide for **"Alternative and contingency facilities, consistent with this Agreement."**

Alternative and contingency facilities are addressed in Section 16 (Scenario A Plan) of the Master Plan and are further detailed in Appendix R (Detailed Financial Plan). Further, contingency facilities will be addressed through the development of solicitations for processing and disposal, and it will be a contract requirement to provide for uninterrupted processing and disposal services to the ILA members in any future processing and disposal agreement the Authority executes.

### 7.1.1.6 – Disposal Methods Prohibited to Protect Underground Drinking Water Sources

ILA Section 7.1.1.6. requires that the Master Plan provide for **"Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water."**

Currently, no disposal methods are being prohibited as there are no Authority-owned facilities. The Master Plan addresses siting requirements in Section 11 (Future Needs Assessment), with further detail provided in the Task 6 White Paper (Findings and Recommendations) presented in Appendix K, and the Task 10 White Paper (Natural Areas Near Facilities) presented in Appendix L. The Authority will not own or operate facilities during Phase 1 and 2, and therefore whether specific disposal methods will be prohibited at Authority-owned facilities to protect underground sources of drinking water will be adopted during Phase 3, if necessary, for any facilities owned and operated by the Authority.

### 7.1.1.7 – Additional Governing Board Goals

ILA Section 7.1.1.7. requires that the Master Plan provide for **"Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations."**

The Master Plan contains all of the goals identified by the Governing Board, none of which are inconsistent with applicable law, the ILA, or with County's exercise of its statutorily granted powers and obligations, and therefore the requirement is satisfied.

### 7.1.1.8 – Strategies for System Waste Obligations

ILA Section 7.1.1.8. requires that the Master Plan provide for **"Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement."**

The Master Plan presents strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of the ILA, with a comprehensive summary of the recommended critical elements, strategies and tactics, and associated priorities and timeframes provided in Section 16 (Scenario A Plan), Table 11.

# 16.0 SCENARIO A PLAN

## 16.1 EXPECTED OUTCOMES

Scenario A envisions strengthening the Authority's status quo by implementing thoughtful incremental improvements that can be managed by the Authority more easily as it works to build its institutional abilities while also minimizing disruption to the existing solid waste services provided by the ILA cities. It outlines waste processing approaches that can be executed more quickly to deliver the biggest impact for the least cost, and it will form the cornerstone of the Authority's future waste processing needs while providing flexibility to allow more aggressive policies and infrastructure investments in the future as the Authority matures. Complimentary ordinances, policies, and outreach initiatives will be necessary to require waste segregation that will enable the Authority to direct material to appropriate facilities. In addition (and depending on the procurement approach employed by the Authority to develop new processing facilities), further consideration of local, state, and Federal legislation and local land use must be considered. **Table 8** presents the waste tonnage needing to be managed in 2045 and the projected diversion impact from Scenario A.

Table 8. Scenario A Recovery Tonnages Summary – Estimated Outcome in 2045

| Scenario A | Estimated Outcome in 2045 |
|---|---|
| Incoming Tons to New Recovery Facilities | 3,800,000 |
| Recovered Tons | 3,300,000 |
| Residue Tons | 500,000 |
| Traditional Recycling % | 54% |
| Adjusted Recycling % with WTE and Landfill Credits | 62% |
| GHG Benefit (MTCO2e) | 1,500,000 |

Achieving Scenario A outcomes depends on five critical assumptions: (1) enhancing curbside diversion services to all single family residences (i.e., single stream recycling and clean yard trash collection) by all ILA Members; (2) achieving a high capture rate of recyclables from all non-participating waste stream generators (i.e., multi-family, commercial/industrial, away from home generation); (3) effective integration of private service providers to help achieve the goals of this Plan; (4) available funds to build, operate and maintain the extensive network of forecasted facilities; and (5) continued growth in population and waste generation over the planning horizon. Scenario A outcomes also depend on technological trends and outcomes which may change priorities, potentially at a rapid pace. Due to these challenges and constraints, Scenario A should be adopted and vocalized by Authority leaders as a best-case scenario with challenges to overcome.

## 16.2 FACILITIES OVERVIEW

Scenario A identified material recovery and waste processing facilities that utilize proven technologies to increase recycling rates, and which can be considered for future development by the Authority. It should be noted that Scenario A does not advocate for each facility to be developed, but rather identifies the scale and scope of processing facilities that would be needed to manage future waste volumes in 2045 in order to reach the 75% recycling goal. Before investing in developing Authority owned facilities, the initial focus should be on maximizing use of existing infrastructure for the most cost effective and quickest impact. Only when the use of existing infrastructure is not

available or impractical due to excessive hauling distances, or pricing is uncompetitive should the Authority then explore developing Authority owned facilities. It should be further noted that the Master Plan does not advocate for a new WTE facility, rather it contemplates using the existing facility. While not considered in the analysis, it should be noted that the existing facility may have the potential to install an additional combustion unit, which would increase processing capacity for the benefit of the Authority.

Scenario A provides the best estimate for what a future solid waste management system may look like. The actual tons of waste will be impacted by population growth, commercial development, private sector waste processing infrastructure, development of new facilities, the maintenance of existing facilities, or the lack thereof, and the degree of success in influencing behavior changes over the planning horizon, in addition to a myriad of other factors, including the trend towards greater implementation of extended producer responsibility frameworks, the continued evolution of packaging design, and the pending impact of transformational technology in the form of AI, etc. Twenty years is a long time, and each decision along the way will need to be based on the then-current realities of the solid waste system and local market conditions.

**Table 9** presents the recommended program components and facilities envisioned by Scenario A.

Table 9. Overview of Scenario A

| Scenario | Programs | Additional Facility Needs and Capacity of Each Facility - Tons Per Year (TPY) | Target Diversion Rate Increase |
|---|---|---|---|
| A | • Restore Recycling Services to 20% of Broward County<br>• Add segregated Curbside Yard Trash (YT) Collection<br>• Add Food Waste (FW) Drop-Off Events<br>• Add Permanent Household Hazardous Waste (HHW)/ Electronics/Recycling Drop-Off Sites<br>• Add reduction, reuse, and diversion programs and policies. | • Two (2) Single- Stream Material Recovery Facilities (250,000 TPY each)<br>• Two (2) New Organics Processing Sites with: Two (2) Mulch/ Colorizing Operations (175,000 TPY each) and One (1) New Biochar Pyrolysis operation (30,000k TPY)<br>• Two (2) C&D Recovery Facilities (450,000 TPY each)<br>• Eight (8) Permanent Drop-Off Centers (2,400 TPY each)<br>• Three (3) Transfer Stations (North, South, Central Broward County)<br>• One (1) Landfill | +25 percentage points to 62% |

## 16.2.1 Scenario A – Processing Facilities

### 16.2.1.1 Municipal Solid Waste

Currently, MSW is hauled either directly to the South Broward Resource Recovery Facility (RRF) or to transfer stations throughout the County, including Waste Management (WM) Davie, WM Deerfield, and Waste Connections Pembroke Park. MSW is then sent to landfills including Broward County

Landfill, J.E.D Landfill, Medley Landfill, Okeechobee Landfill, Desoto Recycling & Disposal, and the Monarch Hill Landfill. Ash from the South Broward RRF is then disposed at the South Broward Ash Monofill.

Scenario A recommends the construction of three transfer stations to supplement the existing private transfer stations in the market in order to support the efficient flow of material to disposal facilities. Ideally, the transfer stations would be located strategically within the County (e.g., northern, central, southern). Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used. It should be noted that WIN Waste Solutions, Inc. (WIN Waste) recently announced the pending sale of the South Broward RRF, and as such, new contract terms and conditions with a new owner/operator may be required for continued use of this disposal capacity. In addition, Scenario A contemplates the development of a new landfill while recognizing that existing landfill capacity may continue to be utilized in the future. However, consistent with the Authority's direction to "control its solid waste management destiny", the SCS Team has assumed that a new landfill, or an existing landfill with capacity that can be secured by the Authority, will be required. An increasingly viable option is to utilize rail hauling to direct waste to a regional landfill.

#### 16.2.1.2 Single-Stream Recycling

Currently, the Authority's ILA members process their SSR at WM's Reuter Facility, with processing fees ranging from $90 to $200 per ton depending on each community's respective contract provisions and how those contracts handle recycling commodity revenue sharing. The Authority should ensure that future recycling processing contracts thoroughly contemplate the value of the recycling commodities sold to market and include provisions whereby the commodity revenues are shared between the MRF operator and the Authority to align incentives to reduce inbound contamination and produce high-quality outbound materials that can be readily marketed. WM is constructing a new, state-of-the-art, 127,000 square-foot RMPF adjacent to the Reuter Facility. This $80+ million RMPF will have a processing capacity of 66 Tons Per Hour (TPH), equivalent to 260,000 TPY, and is referred to as the WM Recycling South Florida (WM South Florida Facility). While the region's current SS processing capacity theoretically is sufficient for 2023 tons, Scenario A includes the development of two additional SS RMPFs to manage the additional volume of inbound tons projected to be generated in 2045. See the Task 4 White Paper for an expanded discussion of the SS RMPF, options, costs, and timeline.

#### 16.2.1.3 Organics Processing Campus

Scenario A includes two Organics Processing Facility campuses with the ability to scale operations to meet additional processing capacity needs. Under this scenario, the facilities will process yard trash via two Mulch/Colorization operations and one Biochar Pyrolysis operation.

The mulching process will involve grinding yard trash, removing contaminants, and stockpiling materials in windrows for further decomposition and processing. To address challenges in the regional market for mulch and soil amendments, incorporating a colorization process is recommended to enhance product marketability and increase revenue potential.

Additionally, the pyrolysis of yard trash—particularly fibrous materials which are slower to decompose such as palm fronds and trimmings—can provide operational flexibility for organics processing. This also creates market opportunities for biochar, a valuable end product with various applications in agriculture, landscaping, and environmental remediation.

### 16.2.1.4 Construction & Demolition RMPF

Current C&D processing facilities appear to have sufficient capacity to handle the existing tonnage under existing market conditions. However, it should be noted that the WM Monarch Hill Landfill is used to dispose of C&D components that are not segregated for recycling and sale to the secondary market. Further, as tonnage increases and new policies or market developments enhance materials recovery and marketability, additional facilities are anticipated to be required to meet the growing demand.

To address these future needs, assuming that adequate secondary markets exist, it is recommended to establish up to two strategically located C&D RMPF facilities to expand the region's C&D processing capacity. Each facility should be designed to process up to 450,000 TPY (equivalent to 100 TPH) to accommodate the estimated 850,000 TPY of C&D materials requiring processing. These facilities may be publicly or privately owned and operated, depending on regional needs and stakeholder preferences.

### 16.2.1.5 Drop-Off Centers for Hard-to-Recycle Materials

Permanent Drop-Off Centers. To strengthen recovery efforts, all five scenarios include the development of eight recycling drop-off centers. Each of these permanent facilities will consist of two distinct areas:

1. One gated and staffed area, operating up to two days per week, dedicated to the collection of HHW and electronics.

2. A second, publicly accessible area, open 24/7, for the drop-off of SS recyclables and textiles.

Each site should allocate a minimum of approximately 0.25 to 0.5 acres of operational space for material handling and storage. Materials will be collected using various container types, including roll-off containers, Gaylord boxes (large, corrugated cardboard boxes designed for bulky or irregularly shaped items), and metal donation bins. To support efficient operations, each site should be equipped with two shipping containers designated for the storage of HHW, paint, and electronic waste. Additional site requirements include one electric pallet jack and four roll-off containers.

Although illegal dumping and scavenging are common concerns at public drop-off sites, there are many examples of successful 24/7 drop-off facilities across the United States. The added accessibility and convenience of these facilities, especially to those without curbside recycling access, outweighs the effort to keep the facilities clean and well maintained. A few examples of jurisdictions with 24/7 drop-off facilities include:

- Pinellas County, Florida
- Dunedin, Florida
- Bradenton, Florida
- Cincinnati and several other jurisdictions in Ohio
- Emmet County, Michigan
- Alexandria, Virginia

Municipalities use a variety of strategies to mitigate illegal dumping and scavenging concerns at 24/7 public drop-off facilities, with each community needing to be flexible to adapt to local behaviors and be responsive to differences between individual facility locations. Common strategies include:

- Placing drop-off sites in busier locations with more people around helps to serve as a deterrent to bad behavior. Some communities co-locate drop-off sites at existing solid waste facilities, sheriffs' offices, fire stations, and public parks where municipal staff can more quickly help identify illegal dumping and alert the appropriate solid waste staff to respond.

- Well-placed signage and site lighting are essential.

- Closed Circuit Television (CCTV) cameras are recommended for monitoring and deterring illegal dumping.

- Some communities place fencing and gates around their facilities and require a driver's license to be scanned before entry or, alternatively they require patrons to register with the municipality and obtain a unique membership code to enter to be granted site access.

- Some municipalities engage community groups to help monitor and promote sites, similar to adopt-a-road or community garden programs, as a means of fostering community pride in the facility and support to keep it clean.

- Other jurisdictions partner with law enforcement and/or code enforcement agencies to make periodic stops at the facilities or ramp up their presence when illegal dumping or scavenging is occurring to serve as an additional deterrent. Code Enforcement departments are often willing to investigate the illegally dumped materials to see if there is any identifying information that can lead to a suspect with a follow-up warning visit to alleged perpetrators.

- Communities can also leverage their service delivery contracts to include contract provisions that require contracted recycling or HHW collection staff to make efforts to clean the sites when they service containers and/or report litter, illegal dumping, or suspicious activity. Other jurisdictions include contract line items to have a means of paying a contractor to respond quickly to remove illegal dumping on a per incident basis in the event municipal staff are not available.

In all instances, a quick response to remove illegal dumping is the best practice and is essential to reducing additional illegal dumping. Data shows that litter attracts more litter based on people's perceptions of a specific place and how well it is maintained, whether a public park, parking garage, or recycling drop-off facility.

#### 16.2.1.6 Waste-to-Energy

Scenario A assumes that the existing permitted disposal capacity at the South Broward RRF will continue to be used. A new WTE facility is not contemplated. Note that WIN Waste recently sold this facility to FCC Environmental Services, and as such, future contract terms and conditions with a new owner/operator may be required for continued use of this disposal capacity. Given the sensitivities

surrounding the use of WTE, the Executive Committee directed the SCS Team to prepare a White Paper providing a consolidated reference guide of published resources, reports, and studies regarding the health impacts which may be associated with WTE, which is presented in **Appendix P**. On July 18, 2025, the Executive Committee clarified that any future new WTE facility would only be considered if it were co-located in close proximity to the South Broward RRF. It should be noted that the South Broward RRF site and surrounding parcels were not evaluated as part of the Master Plan siting analysis. Therefore, based on this policy direction from the Executive Committee, it is recommended that the South Broward RRF campus and adjacent parcels of land be evaluated for additional WTE capacity feasibility at some point in the future. If the Authority considers to further explore the role that WTE can play as part of an integrated and sustainable solid waste management program, it may consider establishing a WTE sub-committee to the Executive Committee, which can serve to keep the Authority engaged with the new owner of the South Broward RRF to ensure processing Broward County tons remains the priority at this facility as opposed to processing out of County tons, while also ensuring members of the committee stay informed about relevant future changes in the WTE industry given its role as a MSW management facility during the planning horizon.

### 16.2.2 Scenario A - Outcomes

Scenario A aims to strengthen the Authority's status quo by updating the recycling and organics recovery program through establishing additional infrastructure and negotiating access to existing capacity at the SSR Reuter Facility. **Table 10** presents the diversion facilities and capacity required, capital cost, operating cost, and summary of processing fees under Scenario A.

Table 10. Scenario A - New Diversion Facilities and Capacity, and Estimated Costs and Fees in 2025 Dollars

| Description | Qty | Capacity (TPY/Facility) | CapEx/ Facility | Annual OpEx/ Facility | Processing Fee ($/Ton) | Aggregated ($/Ton/Facility) |
|---|---|---|---|---|---|---|
| **SS RMPF** | 2 | 250,000 | $72M | $14M | $89 | $35 |
| **Yard Trash Mulch Facility** | 2 | 175,000 | $5M | $1.8M | $14 | ($32) |
| **Biochar Pyrolysis** | 1 | 30,000 | $10M | $700k | $57 | $13 |
| **C&D RMPFs** | 2 | 450,000 | $41M | $19M | $50 | $60 |
| **Public Drop-Off Centers** | 8 | 12,000 | $140k | $1M | $86 | $86 |
| **Transfer Stations** | 3 | 890,000 | $47M | $31M | $87 | $27 |
| **Landfill** | 1 | 3M | $880M | $229M | $91 | $41 |

## 16.3 DIVERSION OPPORTUNITIES

Meeting the Authority's diversion goals demands a major shift in behavior and operations to manage waste upstream, at the point of generation, before materials become commingled and thus more costly to recover. Harmonizing collection and processing approaches that maximize the source

separation of waste materials into more homogenous waste streams better enables materials to be recycled. Ensuring uniformity across diversion programs establishes consistency in program design and operations, allows for more efficient management of waste streams, and enables more impactful educational messaging that will work to change behaviors towards adopting waste reduction and recycling participation habits. Increasing public awareness of and participation in the uniform waste diversion services provided will lead to cleaner source separated waste streams that are more easily and cost-effectively targeted for recycling.

After a comprehensive analysis, it is recommended that the Authority utilize single-stream recycling collection as the preferred approach to curbside recycling. Single-stream recycling offers significant cost savings compared to dual-stream recycling as further detailed in the Task 4 White Paper. Expanding the service to residents who do not currently have access is one of the best immediate diversion opportunities.

Scenario A identified the need to require residential yard trash to be collected separately at the curb to enable processing into mulch and biochar. It envisions a colorization process to treat the mulch derived from yard trash processing as a means of increasing the marketability and revenue associated with the final mulch product. The market for mulch and soil amendments in Broward County is limited. Estimates using the Mulch & Soil Council methodology suggest a total market size of approximately 74,000 TPY for mulch and 33,000 TPY for soil amendments such as compost and topsoil. However, recycled organic waste-based mulch and compost face competition from traditional wood mulch and premium organic compost products. Additionally, the high concentration of palm material in regional yard trash poses challenges to degradation during processing, thus the utilization of pyrolysis processing to produce biochar is recommended to help address this concern.

To address these challenges and improve the viability of organics processing by the Authority, several additional strategies are recommended:

- **Biochar Pyrolysis Unit:** Incorporating a pyrolysis unit to process hard-to-decompose organic material, such as palm waste, into biochar. Biochar offers additional market opportunities and supports soil health initiatives.

- **Colorizing Process:** Adding a colorizing step to enhance the aesthetic appeal of recycled mulch products and increase market competitiveness.

- **Trained Salesforce:** Employing a highly trained salesforce to promote end products effectively, ensuring market penetration and customer education.

By implementing these measures, the Authority can develop a more robust and sustainable organics processing system that addresses existing challenges and maximizes resource recovery.

The policies described below represent the initial recommendations, based on findings from the various White Papers developed throughout the planning process, and informed from years of specialized solid waste and recycling consulting experience. The recommended policies were developed to achieve a step-by-step progression of activities necessary to implement the goals of the Authority in the short, mid, and long term.

Achieving the goal of 75% diversion will be challenging and will require long-term commitment and funding to continuously educate the public about consumption practices, waste generation,

consequences of today's continued disposal practices, trade-offs in taxes and fees, and lifestyle choices to change the established habits of a culture of throwaway conveniences.

Table 11 presents critical elements, strategy and tactics, and the priority and timeframe related to policies and regulations, innovative technologies adoption, organics management, and education and outreach that are recommended to support the development and deployment of Scenario A.

Table 11. Recommended Critical Elements, Strategy and Tactics, and Priority and Timeframe

| POLICIES AND REGULATIONS | | |
|---|---|---|
| **Recommended Element** | **Strategies and Tactics** | **Priority/Time Frame** |
| Harmonize minimum curbside waste collection standards | • In collaboration with ILA Members and legal counsel, begin the process of drafting an Authority approved procurement template for collections and processing services to be used by ILA Members as existing agreements begin to expire, with the intent to align curbside services to a minimum of one MSW, one single stream recycling, and one yard trash collection per week:<br>o Implement and enforce a uniform requirement in franchise agreements and service contracts to collect and report data on tonnages collected, material types, waste composition, contamination rates and other information determined to be useful to ILA Members and the Authority. This data will provide valuable information for use in making improvements to the solid waste system and adjusting public education, outreach or solid waste management practices as needed across the Authority;<br>o Develop underlying foundational policies including mandatory residential recycling, utilization of advanced mobile customer and service provider interfaces to improve communication, increase home recycling access, and procurement terms which ensure competitiveness for processing facilities and operating contracts;<br>o Execute longer-term franchise agreements for residential collection contracts because responsibility for the waste transfers to the service provider after collection in exchange for geographical exclusivity and so does managing that waste for meeting the goals of the Authority. Require lower GHG-producing collection vehicles, truck monitoring of contamination in real time, and safe efficient behaviors on-route. Franchise agreements have been shown to be effective ways to increase landfill diversion on the West Coast and are prevalent there for that reason; and<br>o Evaluate dividing the County into several franchise residential collection zones that would each be serviced by a single vendor. The franchise zones would be competitively bid, and no collection vendor would serve more than two zones to stimulate competitive pricing. This would leverage the economies of scale for collections and help reduce costs burdened by the public. Similar franchise zones have been successfully implemented in other Florida counties (e.g., Duval and Hillsborough) and would be a consideration after the Authority is established.<br>• Require waste to be source-separated at the curb.<br>• Require a minimum of 1 MSW, 1 recycling, and 1 yard trash collection per week (note: municipalities may provide higher levels of service if desired).<br>• Work with ILA Members to develop curbside setout parameters:<br>o MSW;<br>o SS Recycling; and<br>o Yard trash.<br>• Develop model language for ILA Members to codify via ordinances to ensure their respective Code Enforcement departments can enforce common standards.<br>• Develop communication pieces to inform residents about any changes to curbside services.<br>• Develop model contract language for ILA Members to use when procuring new collection contracts. | High/Immediate Adoption |
| Expand single-stream recycling access | • Ensure all single-family homes with four units or less are provided once-a-week curbside recycling collection service.<br>• Begin to harmonize the list of acceptable recyclable materials.<br>• Expand recycling to multi-family properties.<br>• Expand access to recycling in public spaces.<br>• Develop a mandate to require recycling by commercial and industrial entities. | High/Immediate Adoption |
| Require yard trash to be recycled | • Ensure all single-family homes with four units or less are provided once-a-week curbside yard trash collection service.<br>• Establish collection zones that can be competitively bid to procure a private sector solution to provide yard trash processing. Note this approach will be quickest to implement and if it does not generate enough additional recycling an Authority owned organics processing facility can be pursued.<br>• Mandate the use of recycled yard trash recovered from local diversion programs to be used at municipal facilities. | High/Immediate Adoption |
| Enact a mandatory C&D recycling ordinance | • Require C&D recycling prior to landfill disposal.<br>• Applicable to various construction and demolition projects, including residential and commercial construction exceeding certain values, alterations, and roofing projects that involve the removal of old roofing materials.<br>• Modify the building permit system requiring that material weight recycled be estimated and calculated as part of the permit application, and the permittee would be required to provide receipts for the weight of material recycled (minimum what was calculated in the permit application) to close the permit and receive a Certificate of Occupancy.<br>• Incentivize deconstruction over demolition.<br>• Incorporate a fee structure aligned with the type and scope of each project. | High/Immediate Adoption |

| | | |
|---|---|---|
| Develop additional residential drop-off centers for hard-to-recycle and hazardous materials | • Create a capital improvement plan to fund the development of new drop-off facilities.<br>• Promote drop-off centers as convenient recycling options for multi-family residents who do not have access to curbside recycling.<br>• Utilize drop-off centers as outreach posts to engage with residents.<br>• Procure service delivery contracts to ensure proper management of received materials (e.g. batteries, used oil, scrap metals, white goods, household hazardous waste).<br>• Focus on fostering waste reduction via developing reuse opportunities that may be best co-located at drop off sites. Examples include Sarasota County's Re-Uz-It Shop (https://www.scgov.net/government/solid-waste/the-re-uz-it-shop) or Hillsborough County's award winning partnership with Goodwill Industries to have donation stations at drop-off sites (https://baynews9.com/fl/tampa/news/2023/05/03/trash-or-reuse--pilot-program-turns-discarded-items-into-donations). | High/Short-Term |
| Enact a mandatory commercial recycling ordinance | • Develop non-exclusive commercial collection franchises which likewise require haulers to carry out actions to meet Authority goals, include the provision of accessible reporting data on collection containers weights and services utilizing County interfaces in real time, and could be coordinated to utilize County-certified recycling facilities. | High/Short-Term |
| Begin to develop food waste collection | • Select which of the three strategies identified in Scenario A, or a combination of them, is the best fit for ILA Members to start targeting food waste:<br>o Establish food waste drop-off at special events;<br>o Install food waste drop-off sites to be co-located at municipal facilities (i.e. recycling drop-off centers, libraries, senior centers, etc.); and<br>o Establish curbside food scrap collection.<br>• Procure a contract with a permitted facility capable of processing food waste, | Medium/Short-Term |
| Implement supporting policies and actions | • In collaboration with ILA Members, explore implementation of low-cost waste reduction programs such as supporting backyard composting as a means of reducing food waste entering the collection system (as has been implemented by the City of Tampa) and/or establish strategic partnerships with aligned organizations such as the donation collection program established by Hillsborough County and Goodwill Industries Suncoast to increase material reuse at their drop-off facilities.<br>• Mandate recycling at all municipally owned facilities to lead by example,<br>• Consider partnering with the State and perhaps the Federal Small Business Administration (SBA) to offer grants and/or low-interest loans to stimulate the development of recycling businesses in Broward County.<br>• Consider intensive and coordinated lobbying efforts at the State level aimed at revising the rules related to preemption and food waste. Currently, local governments cannot ban the sale and use of single-use products within their municipal boundaries. Additionally, food waste is currently regulated as solid waste in Florida, both of which are highly restrictive and a significant limiting factor for the reduction in single-use items as well as the development of large-scale food waste diversion programs.<br>• Note policy formation will be an ongoing effort given the staff time, public education, and implementation timelines required of each. It's recommended to only focus on each major policy enactment one at a time. | High/Short-Term to Mid-Term |
| If WTE is considered, establish a WTE Sub-Committee from ILA member communities to research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation. | • Consider establishing a WTE Sub-Committee to the Executive Committee, if warranted.<br>Consider initiating and defining the scope for an evaluation of the South Broward RRF Campus and adjacent properties in order to explore the feasibility of expanding WTE capacity at the Campus. | Medium/ Mid- to Long Term |
| **EDUCATION AND OUTREACH AND COMMUNICATION PLAN** | | |
| **Recommended Element** | **Strategies and Tactics** | **Priority/Time Frame** |
| Invest in developing a sustained communications and outreach program | • Dedicate sufficient funding to engage with residents frequently to drive and support behavior change.<br>• A strong investment is necessary to ensure people are well-informed and motivated to recycle. This strong investment can boost a recycling rate beyond levels that could be achieved with infrastructure improvements alone. Research in various U.S. communities conducted by The Recycling Partnership, a national nonprofit that is the gold standard on recycling education, found that combining access to recycling with comprehensive education not only improves and maintains high recycling rates but also results in cleaner materials.<br>• Develop and execute a comprehensive communications, education, and outreach implementation plan that will identify how to best prioritize outreach efforts.<br>• Ensure all ILA Members begin to use common terminology, slogans, and Authority branding to harmonize public knowledge of recycling services including how to participate correctly.<br>• Partner with the ILA Members and key community stakeholders, such as Broward County Schools and the Florida Panthers, etc., to reach target audiences in multiple ways via a trusted source in the community to reinforce the Authority as the go to "trusted voice" for recycling related information and guidance as described in the Task 8 White Paper.<br>• Continue to utilize surveys and focus groups to better identify obstacles to behavior change, communication preferences, motivation factors, and better help tailor educational materials to meet customer needs. | High/Immediate Adoption & Ongoing |

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| Become the trusted voice to deliver waste and recycling related information | • Build public trust through transparency and education.<br>• Develop a new webpage to serve as the education hub landing page used by all ILA Members when marketing programs and in media engagements. This is needed to position the Authority as the trusted source of the most updated and accurate information on proper recycling and disposal. See www.TampaBayRecycles.org and www.CentralFloridaRecycles.org as examples of how web traffic can be focused on one webpage and then direct visitors back to their respective ILA Member websites for customer service related information until the Authority's capabilities increase over time. | High/Immediate Adoption & Ongoing |
| Partner with a wide range of stakeholders to increase engagement with their networks | • Reach out to special interest groups, homeowner associations, retailers, schools, sports organizations, business organizations, local media personalities, museums, religious and service-oriented organizations.<br>• A trusted messenger is vital to a behavior change campaign. A message can be 100% on point, but if it does not come from someone trusted by the audience, the message may not be absorbed, and the behavior may not change.<br>• Partner with the ILA Members and key community stakeholders, such as Broward County Schools and the Florida Panthers, etc., to reach target audiences in multiple ways via a trusted source in the community to reinforce the Authority as the go to "trusted voice" for recycling related information and guidance as described in the Task 8 White Paper. See example of how Hillsborough County, FL partnered with the Tampa Bay Lightning on an anti-litter campaign: https://hcfl.gov/residents/property-owners-and-renters/trash-and-recycling/anti-litter-campaign.<br>• Partner with sister departments and agencies within the ILA Members to crowdsource the dissemination of key outreach materials on proper recycling as part of their normal outreach efforts. For example, collaborating with water conservation teams, parks and recreation departments, and other environmentally adjacent staff to have recycling do's and don'ts lists on their respective outreach tables to help reach larger audiences.<br>• Utilize partnerships to find innovative ways to reach people, such as recycling art contests in local schools. For example, see the City of Tampa's program where they have an annual poetry and art contest where the winning poetry is displayed at public parks and artwork gets wrapped on recycling collection trucks which are then seen performing collection on routes throughout the community (https://www.tampa.gov/solid-waste/3rs-art-contest-winners). | High/Short-Term Adoption & Ongoing |
| Communicate with the community in multiple ways via a combination of approaches | • Utilizing a combination of communication approaches is important to reach people where they are, such as utility bill inserts, direct mailers, media interviews, webpages, cart hangers, social media, outreach events, neighborhood or business newsletters, advertising, etc.<br>• A recommended best practice is to send a mailer to residents three times a year that they can hang on their refrigerator or prominent place to confirm their collection days and what materials are and aren't supposed to be recycled.<br>• Sending a postcard that specifically focuses on the top contaminant in the recycling program is another best practice.<br>• Use technology to reach people on their smart phones via traditional social media channels (i.e., Facebook, X (formerly Twitter), Tik Tok, Instagram, etc.) and the use of apps.<br>• Actively pursue earned media attention, such as frequent interviews on local TV and radio, to promote key messaging which is often more effective at driving engagement at no cost except for staff interview preparation.<br>• Consider paid advertising, but primarily when promoting a targeted educational campaign and when data driven. Social media advertising can be cost-effective to reach target audiences. | High/Short-Term Adoption & Ongoing |
| Utilize existing and emerging technology to better engage with residents | • WasteWizard or comparable search widgets can be inserted into the Authority's outreach landing page and enable people to search on how to properly recycle or dispose of items. These tools can provide valuable data to guide developing targeted messaging around best practices for managing the most searched items.<br>• Use smartphone apps to send out messaging regarding collection schedules, focused educational campaigns, special collections, etc.<br>• It's vital to use data to verify results, such as reporting on web traffic visits to web pages and correlating what drove the increased engagement. For example, Hillsborough County, FL found that local TV news interviews greatly increased web traffic to recycling guidance vs paid advertising.<br>• Continuously monitor and adopt emerging technology described in Section 12 above and the Task 9 White Paper, such as the use of cameras on collection vehicles to identify contamination at the source and automate notices to the perpetrating households.<br>• Consider how the various technologies can complement each other and be further integrated into the communications and business infrastructure to provide a seamless user experience, useful data, and real-time feedback on operations. | High/Short-Term Adoption & Ongoing |
| Develop additional residential drop-off centers for hard-to-recycle and hazardous materials | • Utilize drop-off facilities to engage with the public via signage and outreach tabling events.<br>• Use the sites to gather feedback from residents via in person surveys.<br>• Use the sites to conduct media interviews as local news outlets prefer live action shots with visuals readily available to attract viewers. | High/Short-Term Adoption & Ongoing |
| Set clear, achievable milestones and develop uniform reporting | • You can't manage what you can't measure and therefore the Authority must work collaboratively with the ILA Members to develop key reporting metrics and to standardize the data being collected and reported over time.<br>• Celebrate success when key goals are achieved or milestones occur such as when local businesses implement new recycling programs. | High/Short-Term Adoption & Ongoing |
| Leverage Future Authority Facilities as Outreach Hubs | • Consider incorporating educational centers, passive learning opportunities, and enhanced preservation of natural areas when planning to develop future facilities.<br>• Utilizing public infrastructure to serve as an educational resource can further enhance public awareness and support for the role the facility plays in the community, with such facilities also being able to promote environmental stewardship through thoughtful design. | Low/Long-term Consideration |

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| | • Living laboratories, interactive exhibits, wetlands, and trails are all examples of learning centers that have been successfully incorporated into waste management facilities, fostering environmental awareness and promoting sustainability.<br>• The pursuit of LEED certification or similar green building certifications can help ensure optimal energy and water efficiency within the facility operation and highlight the use of waste reduction principles and recycled content within the construction process.<br>• Educational signage and hosting public tours of the facilities can provide impactful learning opportunities for students and community groups. Both Pinellas County, FL and the Solid Waste Authority of Palm Beach County have robust public outreach programs that provide tours of their facilities.<br>• Ensuring adequate buffers and protection of natural areas also helps to minimize disruption to adjacent properties. | |
| **INNOVATIVE TECHNOLOGIES ADOPTION** | | |
| **Recommended Element** | **Strategies and Tactics** | **Priority/Time Frame** |
| Adoption of a preference for autonomous processes and continuous improvement utilizing AI, blockchain, Web 3.0, and Internet of Things (IoT) | • Including appropriate focus in procurement policies and related requirements and execution plans. | High/Immediate Adoption |
| Management System which maximizes cross-platform compatibility and connectivity | • Data accessibility and Integration of all ILA Members (e.g., contracts, permits, costs, systems).<br>• Platform-wide harmonized goals and metrics for success.<br>• Uniform messages to/from all members and member platforms for solid waste services and specifications.<br>• Reporting systems.<br>• Uniform minimum service levels.<br>• Customer communications.<br>• Vendor communications.<br>• Customer services.<br>• Real time physical and cost measurement.<br>• Real time feedback.<br>• Billing platform interface.<br>• Automated updated waste characterization.<br>• All assets and supply chain players utilize the same tools which talk to each other. | High/Short-Term |
| Develop overarching Strategies for new technology implementation within Authority Control<br>Familiarize the Authority and ILA Members with available choices for each prioritized technology component | • Analyze and develop list of most important system components with the biggest impacts to meet Authority goals and guiding principles.<br>• Establish current performance baseline within Authority footprint, and potential impacts from utilization.<br>• Provide analysis on how New Technologies will meet the goals of the Planning Framework.<br>• Prioritize based on cost savings including CAPEX, system improvement magnitude, and increased management span capabilities for the Authority and ILA Members.<br>• Explore functionality, cross connectivity, and cost options.<br>• Include baseline Safety and data security requirements.<br>• Procurement searches for qualified providers of the most important technologies with the appropriate guarantees with the lowest costs. | High/Short-Term |
| Establish robust Technology Needs Committee (TNC) from ILA Members to (among other functions, see below) research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation | • Establish authority of TNC.<br>• Analyze and decide upon breadth of a baseline Enterprise-wide connected system:<br>o Member Terminal, websites, and common APP platforms; and<br>o Cell Phone Based Employee and customer system.<br>• Adoption of supportive tools and systems (e.g., drones, GPS, apps, real time traffic reports, services disruption prediction) which support enterprise. | High/Short- to Medium-Term |
| Common network of tools | • Specific communication technologies – allow all ILA Members access to the same data at the same time – and the authority can continue to harmonize systems from that start point.<br>• Enterprise system:<br>o Member Terminal and common App platforms;<br>o Cell Phone Based Employee and customer system; and<br>o Adoption of supportive tools and systems (based on data security, compatibility, connectivity, uniformity, and transparency). | Medium/Medium-Term |

| ORGANICS MANAGEMENT STRATEGIES | | |
|---|---|---|
| **Recommended Element** | **Strategies and Tactics** | **Priority/Time Frame** |
| Guidance to all ILA Member to specify clean yard trash separation requirements and delivery to either a specified public or private processing facility for processing. | • Organize a clean source separated yard trash stream for potential processing through initial minimum collection requirements for preferred mulching.<br>• Establish go-forward committee for Organics implementation and timeline for actions. | High/Short-Term |
| Develop requirements and regulatory underpinnings for Yard Trash processing for commercial waste haulers, ILA Member projects where clean land debris is generated, homeowner associations, etc. | • Review Procurement practices and laws.<br>• Review best practice regulatory structures in the state.<br>• Develop Authority wide statutory requirements for clean yard trash and newly separated food waste programs and move towards adoption.<br>• Develop model contract language for implementation including guidance of yard trash destinations for processing (public or private). | High/Short-Term |
| Develop Procurement Program to catalog qualifications, capabilities, technologies and specifications for private sector and public sector solutions which make the most economic sense while meeting goals of the Authority. | • Begin procurement research on organics recovery from solid waste through RFIs and RFQs.<br>• Expand to processing options within or outside the County which include Authority Certification.<br>• Begin qualification process for advanced food waste/clean organics processing options.<br>• Begin procurement research on Biochar volume/mass reduction.<br>• Begin procurement research on advanced mixed organics processing. | High/Short- to Medium-Term |
| Work with ILA Members and Authority committees on separated food waste options for collections; first, on a demonstration basis within participating jurisdictions, then more broadly. | • Research and present findings on successful case studies for both residential and commercial food waste programs, including costs, actual diversion outcomes and issues (i.e., loss of BTUs for WTE, container odor, vermin).<br>• RFI on private provider food waste capabilities for collection (TBD with cooperation ILA Members utilizing a uniform approach) and processing capabilities leading to potential scoping of private services.<br>• RFI on equipment provider technologies available and recovery guarantees leading to RFQ and potential equipment bundles should the Authority seek to build out this capacity. | Medium/Medium-Term |

# 17.0 IMPLEMENTATION PLAN AND TIMELINE

This Master Plan serves as the strategic roadmap for the Authority to realize its goals, including developing an integrated and sustainable System that will enable the Authority to meet or exceed the State's 75% recycling goal.

## 17.1 RECOMMENDED TIMELINE

Achieving the 75% recycling goal will be challenging and will require the Authority to deliver countywide, reliable, and environmentally responsible solid waste services through phased implementation. Each phase pairs capital and operating needs with a funding mechanism that can effectively fund the system given the timeline and barriers to implementation. The Task 7 White Paper (attached as **Appendix Q**) details a preliminary implementation plan and timeline; and the Detailed Financial Plan (**Appendix R**) addresses the Authority's statutory obligations under the ILA and establishes the approach for funding regional solid waste management operations. The phased implementation framework is reflected in **Figure 15**, which illustrates the sequencing of Authority formation and long-term infrastructure development across the implementation phases.

Figure 15. Phased Implementation Framework Detailed Financial Plan



## 17.2 IMPLEMENTATION PLAN

Based on financial modeling, **Table 12** below presents the recommended cost per ton funding structure for FY 2027 through FY 2033 that will be applied to residential customers. The table presents the anticipated cost per ton and indicates the primary funding mechanism in each fiscal year as the Authority transitions from Phase 2 (tipping fee surcharge) to Phase 3 (non-ad valorem assessment). Specific assessment amounts will be determined through detailed assessment development studies and policy decisions by the Authority's Governing Board.

Table 12. Recommended Phase Implementation Plan

| Fiscal Year | Cost per Ton | Funding Mechanism |
|---|---|---|
| FY 2027 | -- | Member Contribution |
| FY 2028 | $ 2.22 | Surcharge |
| FY 2029 | $ 2.33 | Surcharge |
| FY 2030 | $ 2.52 | Surcharge/Non-Ad Valorem Assessment |
| FY 2031 | $ 2.72 | Non-Ad Valorem Assessment |
| FY 2032 | $ 2.94 | Non-Ad Valorem Assessment |
| FY 2033 | $ 3.17 | Non-Ad Valorem Assessment |

This fee schedule reflects a transition from tipping fee surcharges in Phase 2 (FY 2028-FY 2030) to non-ad valorem assessments beginning in Phase 3 (FY 2031 onward), with a one-year overlap period (FY 2030-FY 2031) allowing for gradual implementation and system testing. Annual revenue adjustments begin with moderate increases during the Phase 2 period (5.00% in FY 2029, 8.00% until FY 2033) to reach full cost recovery. Starting in FY 2034, the Authority is projected to require a minimum annual revenue adjustment of 1.50% to maintain financial stability. However, the Authority will adopt an annual revenue adjustment using the Producer Price Index for Solid Waste Collection (PPI-SW), Series ID: PCU562111562111 to escalate the Maximum Service Rates, which reflects industry-specific cost escalation for solid waste collection, reported on a non-seasonally adjusted basis.

These annual adjustments are intended to ensure revenues keep pace with inflation and rising operating costs. Based on the most recent 10-year historical trend, the PPI-SW has increased at an average annual rate of approximately 4.59%.

**Table 13** presents the total projected contributions for each ILA member under Phase 1. The estimated amounts for each member are based on 2024 baseline population, with projections for FY 2026 and FY 2027 showing growth trajectories and corresponding financial obligations.

Table 13. Surcharge by Municipality

| ILA Members | DATA YEAR | | | |
|---|---|---|---|---|
| | 2026 Population | 2026 Contribution | 2027 Population | 2027 Contribution |
| Broward Municipal Services District | 17,233 | $20,831 | 15,655 | $18,458 |
| Coconut Creek | 57,702 | $69,751 | 64,084 | $75,559 |
| Cooper City | 35,024 | $42,337 | 35,965 | $42,405 |

| ILA Members | DATA YEAR | | | |
|---|---|---|---|---|
| | 2026 Population | 2026 Contribution | 2027 Population | 2027 Contribution |
| Coral Springs | 135,191 | $163,420 | 135,156 | $159,358 |
| Dania Beach | 33,746 | $40,792 | 35,066 | $41,345 |
| Davie | 107,410 | $129,838 | 107,802 | $127,106 |
| Deerfield Beach | 87,402 | $105,652 | 98,758 | $116,442 |
| Fort Lauderdale | 189,583 | $229,170 | 194,442 | $229,260 |
| Hillsboro Beach | 1,971 | $2,383 | 2,288 | $2,698 |
| Hollywood | 155,038 | $187,411 | 153,274 | $180,720 |
| Lauderdale Lakes | 36,659 | $44,314 | 34,895 | $41,144 |
| Lauderdale-by-the-Sea | 6,181 | $7,472 | 6,729 | $7,934 |
| Lauderhill | 74,751 | $90,360 | 79,712 | $93,986 |
| Lazy Lake | 33 | $40 | 20 | $24 |
| Lighthouse Point | 10,462 | $12,647 | 10,666 | $12,576 |
| Margate | 58,544 | $70,768 | 58,858 | $69,398 |
| Miramar | 139,500 | $168,629 | 137,530 | $162,157 |
| North Lauderdale | 44,853 | $54,219 | 42,166 | $49,717 |
| Oakland Park | 46,039 | $55,652 | 46,515 | $54,845 |
| Parkland | 38,342 | $46,348 | 39,752 | $46,871 |
| Pembroke Park | 6,105 | $7,380 | 7,060 | $8,324 |
| Plantation | 98,431 | $118,984 | 103,767 | $122,349 |
| Sea Ranch Lakes | 535 | $647 | 289 | $340 |
| Southwest Ranches | 7,796 | $9,424 | 8,459 | $9,974 |
| Sunrise | 97,899 | $118,341 | 107,986 | $127,323 |
| Tamarac | 73,130 | $88,400 | 74,371 | $87,688 |
| West Park | 15,218 | $18,396 | 14,167 | $16,704 |
| Weston | 68,249 | $82,500 | 68,230 | $80,448 |
| Wilton Manors | 11,495 | $13,895 | 12,591 | $14,845 |
| TOTALS | **1,654,522** | **$2,000,000** | **1,696,255** | **$2,000,000** |

In addition, during Phase 1, the Authority will prepare and issue solicitations to secure binding prices for yard trash and recyclable materials processing, and disposal (including waste-to-energy) fees (i.e., tipping fees) for each ton of waste received. For planning purposes, and to align with Article 24 of the Facilities Amendment, **Table 14** presents the established Maximum Service Charges.

Table 14. Materials Processing Maximum Service Charge

| Material Type | Estimated Tipping Fee Cost Range [4] (per ton) |
|---|---|
| Recyclable Materials [1] | $110.00 |
| Yard Trash (for Disposal) | $52.56 |
| Yard Trash (for Beneficial Use) | $80.00 |
| Solid Waste Disposal (Class I Waste) [2] | $57.49 |
| Solid Waste Disposal (Class III Waste) [3] | $52.56 |

NOTES:

1. Does not reflect a cost offset based on the Average Market Value of the recyclable materials sold to market.

2. "Class I Waste" means solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under rule 62-701.300, F.A.C.
3. "Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.
4. Maximum service charges as of October 1, 2025. These charges will escalate on an annual basis in accordance with the established annual revenue adjustment, at a maximum, that aligns with the PPI-SW, which reflects industry-specific cost escalation for solid waste collection, reported on a non-seasonally adjusted basis.

Through flow control and economies of scale, the Authority will secure binding competitive rates that are expected to be lower than those currently paid under existing contracts. The pricing achieved through a competitive procurement process is anticipated to serve as a cost offset against the rates currently paid by ILA members under their current collection agreements.

As the Authority matures and its operational framework becomes more established, it will also be necessary to align the collection agreements across ILA member municipalities. Currently, these agreements vary in structure and terms across the membership. Standardizing and harmonizing these agreements over time will be essential to ensuring consistent service delivery, equitable cost allocation, and the administrative efficiency required to manage the Authority as a unified entity.

This implementation plan will provide the Authority with a clear roadmap to fulfill its mission of developing and implementing a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan for waste disposal, reduction, recycling, and reuse in Broward County.

Phase 2 marks the transition from system planning into active operational control, supported by a two-year surcharge through flow control for ILA member communities. There may be an overlap period or an extension of Phase 2 surcharges depending on when the non-ad valorem assessment is developed. This surcharge will support operations and allow for reserves for future funding of facilities/programs needed to continue advancing towards meeting the 75% recycling and diversion goals. During this phase, the Authority begins managing key functions such as contracted processing disposal and further development and operations of the drop-off sites. These costs scale directly with volume of waste delivered, and tonnage-based fees ensure that each ton generated will bear the cost of the burden they place on the system.

In Phase 2, residential and non-residential properties will pay a surcharge based on actual tons delivered to designated processing and/or disposal facilities. Therefore, costs are allocated in direct proportion to waste generation. Because the surcharge is applied at the point of processing and disposal and tied to measured tonnage, residents and non-residents pay only for the material they contribute to the system. This approach promotes fairness across the system by preventing cross-subsidization between residential and commercial customers (or low and high generating areas) and ensuring that each community's financial responsibility reflects its own disposal activity.

Although surcharge calculations are based on projected systemwide tonnage, the financial model does not assume that 100% of the waste generated within ILA communities will be captured by a scale at a receiving facility for processing or disposal. For the purpose of estimating the Authority-controlled waste tonnage over the planning horizon, the financial analysis relies on the 2023 Solid

Waste Management Report published by FDEP and the underlying data. The 2023 FDEP Solid Waste Management Report indicates that approximately 4.9 million tons of waste are collected in Broward County, which is projected to increase to an estimated 5.5 million tons in FY 2028, the first year of Phase 2. Of the total tonnage in FY 2028, approximately 956,000 tons are attributed to non-ILA cities. Accordingly, for planning purposes, the model assumes that approximately 4.6 million tons are attributed to ILA members and would be subject to a surcharge in FY 2028. However, it is recognized that not all waste generated within the County will be received at surcharge-eligible facilities. This portion of the waste stream is reflected as "non-certified tons" in the 2023 FDEP Solid Waste Management Report and it represents approximately 10% of the waste stream. Examples of "non-certified tons" include materials that are backhauled from a retail operation to a regional distribution center outside of Broward County, material used as lakefill, yard trash used for daily cover, etc. Therefore, the model assumes that approximately 4.1 million tons (4.6 million less the 10% assumed for non-certified tons) would be applicable to a surcharge in FY 2028. This assumption provides a realistic basis for projecting revenue for FY 2028 and thereafter. If the Authority captures more than 90% of the inbound tonnage, the Authority would realize additional revenue, reducing the need for higher surcharge rates over time. It is, in part, for this reason that it is recommended that the Authority conduct an annual review of facility rates, service charges, and other pricing provisions as part of the Authority's financial planning and budgeting process, as detailed further in Section 7.3.

In Phase 3, the Authority will implement a special assessment that assigns costs to parcels based on waste generation characteristics associated with their specific property use. This approach recognizes that different types of parcels, such as single-family homes, multifamily complexes, commercial retail, and restaurants, generate waste at very different rates. Parcels that generate more waste, or require higher-capacity disposal infrastructure, contribute more toward the system's long-term capital and operational needs than parcels that produce smaller, more predictable waste streams.

This special assessment structure is particularly applicable in Phase 3 because the primary goals are the operation of existing programs and drop-off sites, and potential construction, commissioning, and operation of other disposal-related facilities. As mentioned, this may consist of transfer stations, recycling processing centers, organics infrastructure, or improvement in long-term disposal capacity.

These assets protect the entire region's ability to dispose of waste reliably, respond to growth, and meet environmental standards. Because these facilities provide a direct and essential service to all property types and therefore require substantial, long-lived capital investment, the special assessment ensures that the financial responsibility for constructing and operating them is distributed based on each parcel's expected impact on the waste system. This method also offers a stable and predictable revenue source, which is critical for debt financing, reserve funding, and asset lifecycle management as the Authority builds its permanent infrastructure.

In addition to routine financial monitoring, and in accordance with Article 24 of the Facilities Amendment, the Authority will conduct an annual review of facility rates, service charges, and other pricing provisions as part of the Authority's financial planning and budgeting process. The annual review will evaluate operating costs, capital funding needs, tonnage trends, reserve levels, and other financial indicators to determine whether adjustments to tipping fees, service charges, or other pricing elements may be necessary to maintain financial sustainability and compliance with the Authority's financial policies.

At least once every five (5) years, the Authority will retain a qualified independent expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a comprehensive rate and fee study. This analysis will evaluate the Authority's pricing structure relative to cost of services, and will include benchmarking of tipping fees, processing costs, reserve practices, and other relevant indicators.

The results of the study will be presented to the Authority and may be used to inform, support, or evaluate potential amendments to the Master Plan, Financial Plan, or service agreements, including adjustments to tipping fees, service charges, Maximum Service Charges, or other pricing provisions. These periodic studies will complement the Authority's annual rate review process and ensure that rates remain financially sustainable and aligned with the Authority's long-term operational and capital funding requirements.

Adoption of the recommended financial policies, including the phased revenue structure, annual rate reviews, reserve management policies, capital planning, and revenue diversification strategies, will position the Authority for long-term success and stakeholder confidence while establishing financial safeguards that protect the Authority's operational stability and credit quality.

This implementation plan provides the Authority with a clear roadmap to fulfill its mission of developing and implementing a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan for waste disposal, reduction, recycling, and reuse in Broward County. The financial framework presented in this memorandum supports the Authority's statutory obligations under the Interlocal Agreement, addresses the financial requirements of member jurisdictions, and establishes the fiscal foundation necessary to achieve the region's waste diversion and sustainability goals. Regular updates to the financial projections and proactive financial management will ensure that the Authority maintains financial health, delivers value to its member jurisdictions and the community, and advances toward a more sustainable future for solid waste management in Broward County.

SOLID WASTE AUTHORITY
OF BROWARD COUNTY

# Regional Solid Waste and Recycling Master Plan Executive Summary

SCS ENGINEERS





Plan smart. Recycle more. Waste less.

# Shaping Broward's Waste Future: A Unified Path Toward Zero Waste

Broward County stands at a pivotal moment in its environmental and public service evolution. As one of the most populous and diverse counties in the State of Florida, we are both uniquely challenged and uniquely positioned to lead in the transition to a more sustainable, efficient, and equitable solid waste and recycling system. This Regional Solid Waste and Recycling Master Plan is not merely a strategic roadmap—it is a bold declaration of our collective intent to rethink how we value, manage, and ultimately reduce waste across all 31 municipalities, with 28 participating, along with Broward County, through our new Inter-local Agreement. The Master Plan also stands as a recognition that there were some important lessons learned after the expiration of the prior Resource Recovery System, most importantly, the benefits to working together rather competing against each other.

The creation of the Solid Waste and Recyclable Materials Processing Authority of Broward County is a testament to the foresight and leadership of our elected officials and community stakeholders. After more than a decade of fragmentation, the formation of the Authority reestablishes a much-needed regional governance framework—one that allows us to leverage economies of scale, manage the variability of market conditions, coordinate investments in new infrastructure, harmonize policies, and speak with a unified voice when facing statewide and national policy challenges including preemption and circularity.

Historically, Broward County has embraced innovation, from early investments in recycling programs to public-private partnerships in disposal and processing. But those successes, while important, are no longer sufficient. Today's waste challenges are far more complex and far-reaching. Climate change, supply chain instability, limited public land, the rising cost of disposal, community interest in environmental impacts, and an urgent need to reduce greenhouse gas emissions all compel us to act decisively. Landfill space is finite, and disrupting the status quo is required to meet the needs of our growing population and economy.

This Master Plan, developed in collaboration with expert consultants, technical advisors, and local stakeholders, reflects a comprehensive, data-driven vision for the next 40 years. It is centered around a singular but transformative goal: Zero Waste approach. Achieving that goal will require more than new technology or facilities. It requires a cultural shift toward minimizing waste at the source, maximizing beneficial reuse and recycling, and fundamentally rethinking how materials move through our economy—from product design to end-of-life.

To that end, the Plan outlines strategic actions across several key areas:

- **Reducing waste generation** through education, behavior change, procurement reform, and incentives for circular economy practices.
- **Expanding recovery and recycling** with source-separated organics, construction and demolition (C&D) recovery programs, and mandatory recycling ordinances.
- **Strengthening infrastructure** by optimizing existing assets while identifying new facility needs for transfer, processing, and disposal over the long term.
- **Improving governance and financial sustainability** via flow control mechanisms, assessment models, and regional policy harmonization.
- **Promoting environmental protection** to ensure historically burdened communities benefit from cleaner operations, improved access to services, and meaningful participation in decision-making.



Public outreach and stakeholder engagement were central to the development of this plan. Community feedback, environmental impact considerations, and an emphasis on multilingual, inclusive education efforts are embedded throughout the recommendations. We recognize that lasting transformation requires trust, transparency, and long-term collaboration across all sectors—government, private industry, non-profits, schools, and residents.

We also acknowledge that technology alone will not solve these challenges. Behavioral change—across households, businesses, and institutions—is essential. The system we envision empowers every resident and visitor to participate meaningfully, supported by consistent messaging, accessible services, and a commitment to continuous improvement.

This Master Plan is a living document. It will be regularly updated to reflect emerging trends, legislative changes, technological advancements, and lessons learned through implementation. But its foundational principles, environmental stewardship, operational excellence, regional cooperation, and public accountability—are enduring.

On behalf of the Solid Waste Authority's Executive Committee, staff, and consultant team, I extend sincere gratitude to the many individuals and organizations who contributed their time, ideas, and passion to this effort. Your input has made this plan stronger, more grounded in community values, and more responsive to the challenges ahead.

I invite you to not only read this Master Plan but to engage with it. The path to Zero Waste is ambitious, but it is attainable. Together, we can build a solid waste and recycling system that is cleaner, smarter, and more just — for today and for generations to come.

Sincerely,

**Samuel A. May**

Executive Director, Solid Waste and Recyclable Materials Processing Authority of Broward County




SOLID WASTE AUTHORITY
OF BROWARD COUNTY

## Shaping Broward County:
### A Path To Zero Waste

Broward County stands at a pivotal moment in its environmental stewardship. As one of the most populous and diverse counties in the State of Florida, we are uniquely positioned to lead in the transition to a more sustainable and efficient solid waste and recycling system. The Regional Solid Waste and Recycling Master Plan outlines a bold strategy to manage and reduce waste generated by the residents, businesses, and visitors through the creation of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (Authority).

The Authority engaged a consultant team comprised of SCS Engineers, Arcadis, Resource Recycling Systems, and Mercury to prepare the Master Plan to develop a strategy to meet the State's ambitious 75% recycling goal and to guide the Authority over a 40-year planning horizon.

## A Path To Zero Waste




The Master Plan uses a Zero Waste lens to help Broward County meet or exceed Florida's 75% recycling goal. It emphasizes education and engagement to change behaviors to minimize waste generation, while maximizing the beneficial use of waste stream components to decrease the quantity of waste disposed in a landfill. Other success factors include: leverage economies of scale to increase bargaining power, harmonizing services to remove ambiguity and confusion, and adopting innovative technologies and approaches to optimize waste management practices. While Zero Waste is the long-term vision, success also depends on each waste generator to do their part to responsibly manage the more than 5 million tons of waste generated currently in Broward County.

## Who We Are

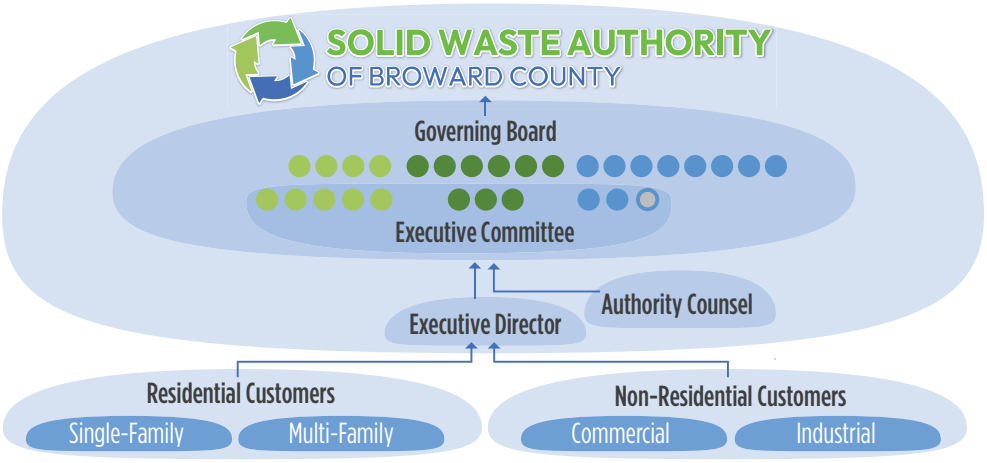
Through an Inter-local Agreement (ILA), the Authority is comprised of Broward County and 28 of the 31 municipalities, and is represented with 29 Governing Board seats and 11 Executive Committee members.

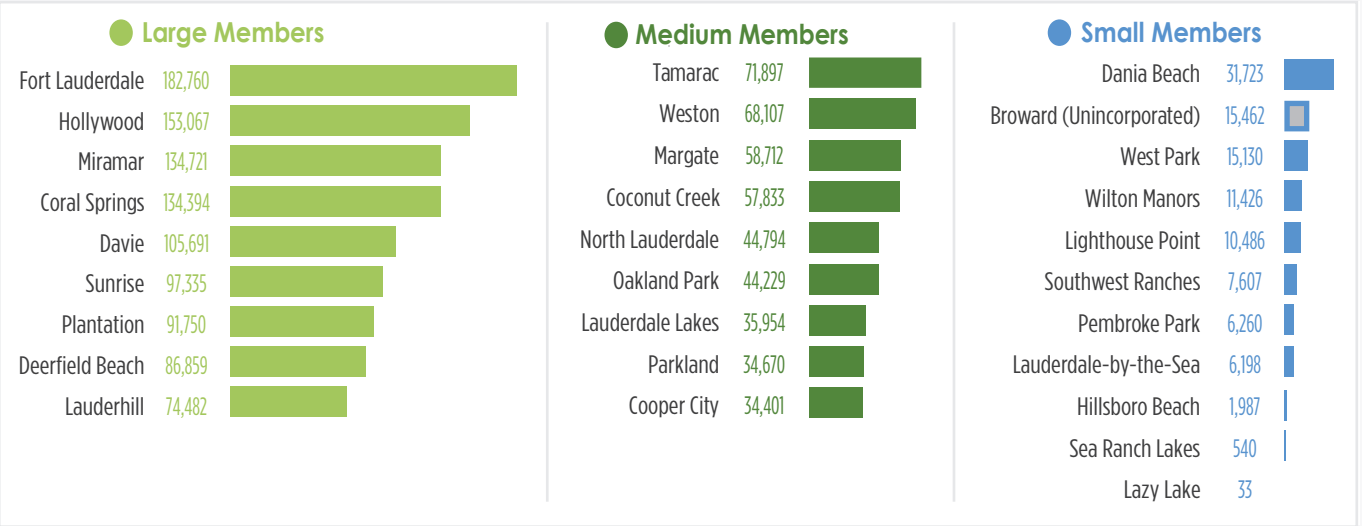
### Broward County SWA | Governance Structure Overview

**29** Governing Board Representatives

**11** Executive Committee Representatives on the Governing Board

**29** ILA Members



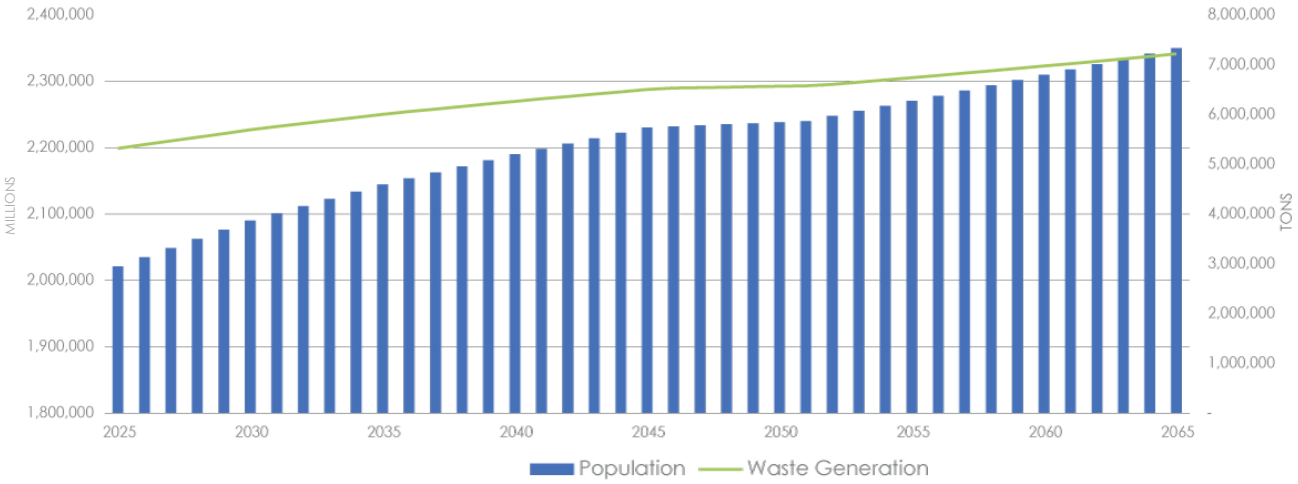




**NOTE:** The population estimates are based on the 2023 Broward County and Municipal Population Forecast and Allocation Model, published by the Broward County Planning and Development Management Division.

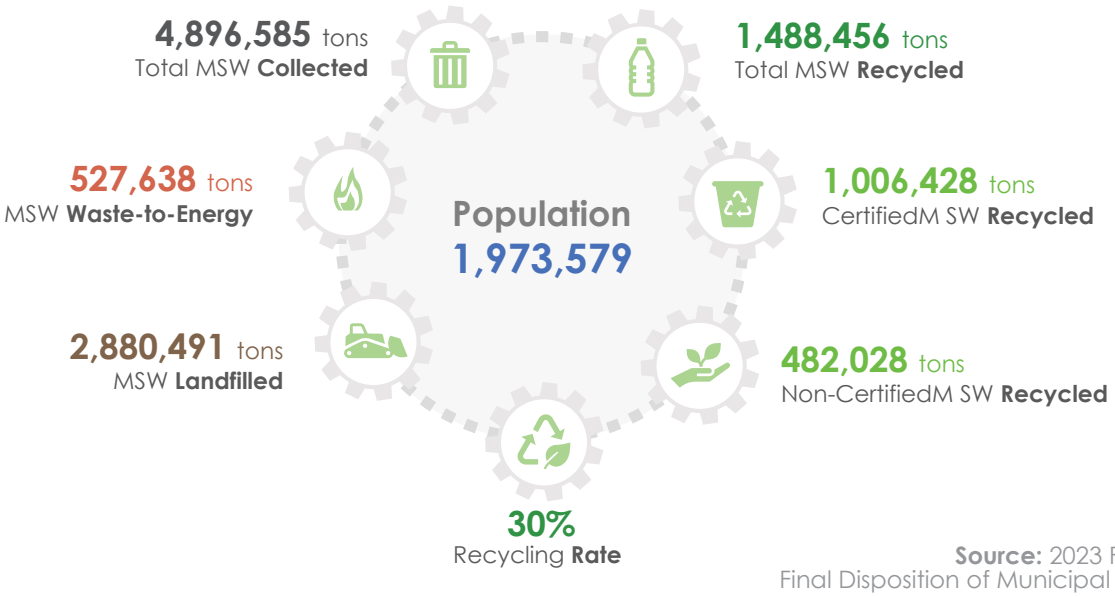
# Population & Waste Generation

Broward County has a population approaching 2 million residents, which is expected to grow by nearly 20% to more than 2.4 million residents over the 40-year planning horizon. There is a direct relationship between population and waste generation, and in 2024, nearly 4.9 million tons of municipal solid waste was generated in Broward County, which is projected to increase by more than 33% to approximately 7.2 million tons of municipal solid waste over the 40-year planning horizon. In 2024, only 29% of the total waste stream was recycled—well below the state's 75% goal. Most waste still ends up in landfills, with a smaller portion processed through a waste-to-energy facility. This highlights the urgent need for a more unified, efficient, and sustainable regional system.

## Population & Waste Generation




## Population & Disposition of Municipal Solid Waste (2023)

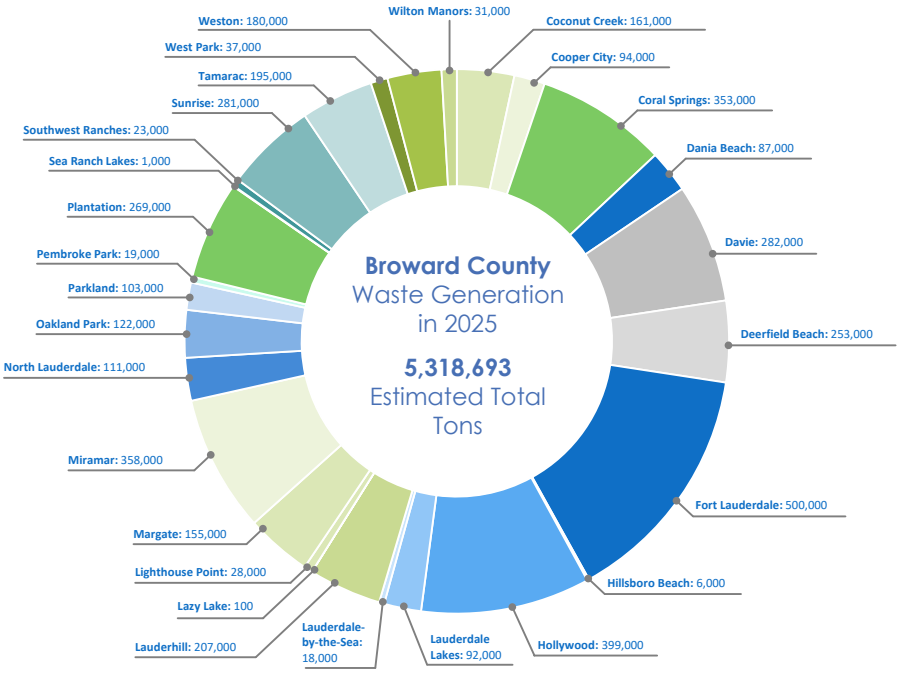



**Source:** 2023 FDEP Report
Final Disposition of Municipal Solid Waste

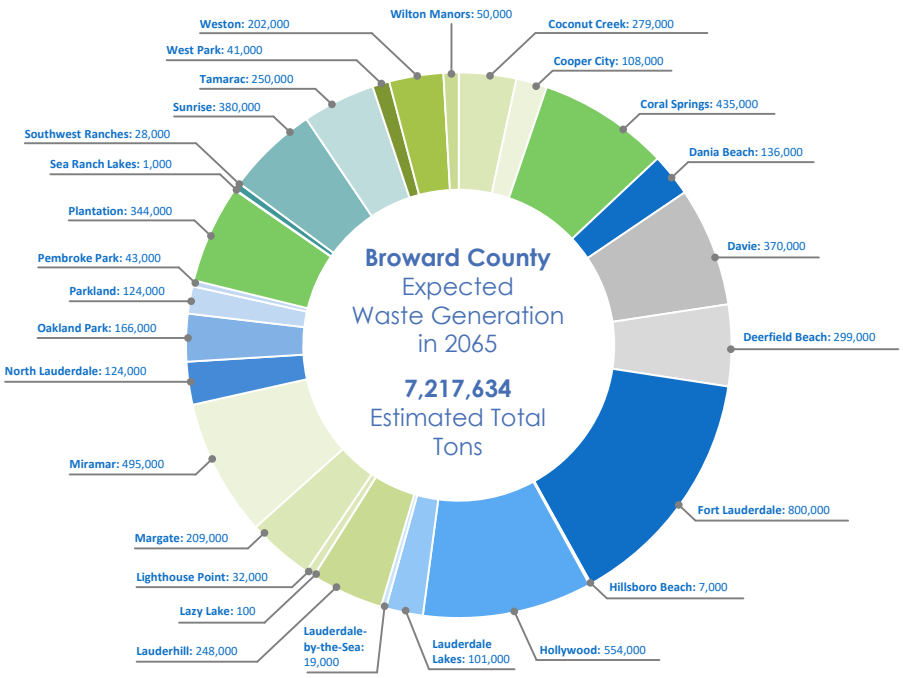
# Population & Waste Generation

The following charts present the projected waste generation tonnage contributed by the County and each municipality in 2025 and in 2065.

## Waste Generation in 2025



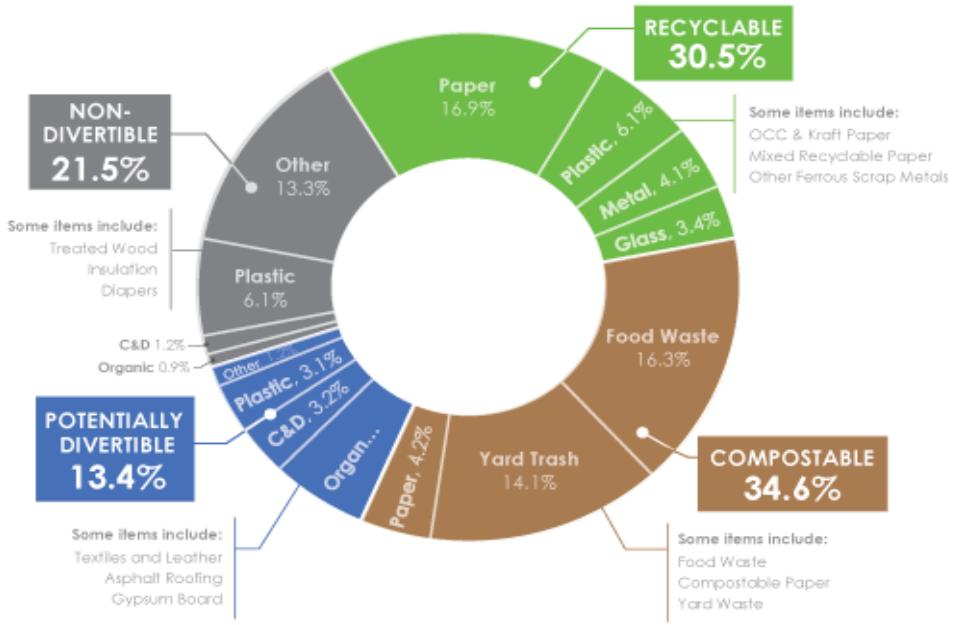

## Expected Waste Generation in 2065



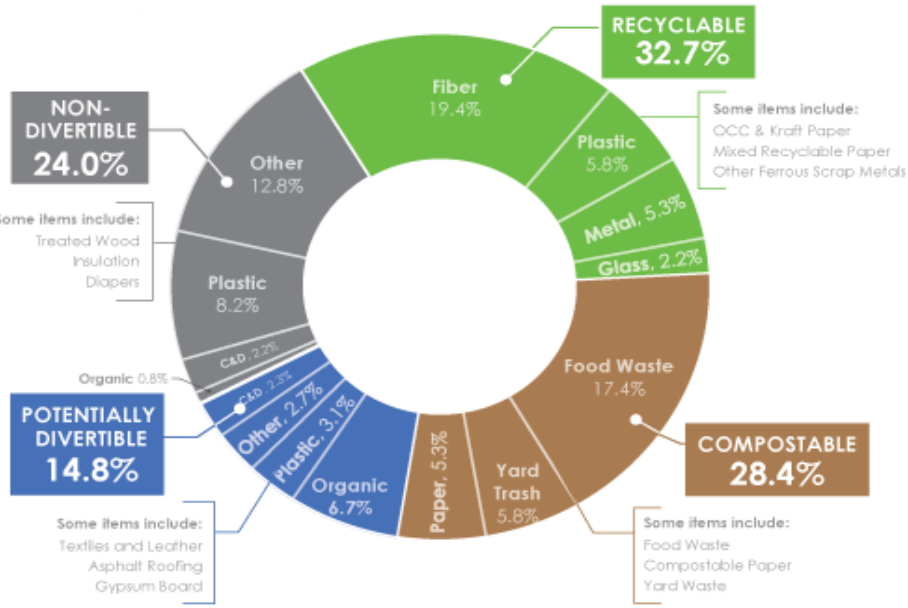
# Solid Waste Classification by Material

In 2023, Broward County conducted a waste characterization study of the residential and commercial sectors. The study revealed that a majority of the waste generated can be recycled or beneficially used with increased public participation, innovative programing, and existing technology—well below the state's 75% goal. Despite this, most waste generated today ends up in landfills, with a smaller portion processed through a waste-to-energy facility. This highlights the urgent need for a more unified, efficient, and sustainable regional system.

## Residential



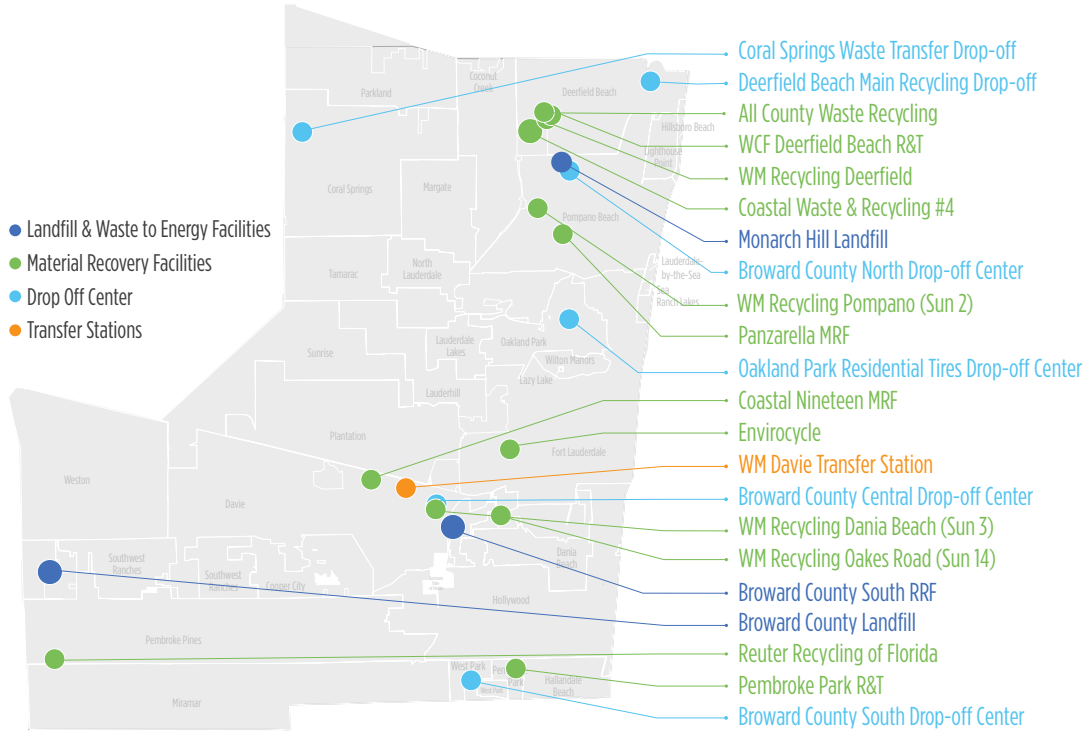

## Commercial





# Existing Facilities | Type & Locations

Existing County, municipal, and private solid waste processing and disposal facilities located throughout Broward County make up the current solid waste system. The name, general location of each facility, and waste stream materials accepted for processing and/or disposal are presented below. There is ample existing infrastructure for the Authority to leverage to better manage the waste generated within the County. However, there is limited in-County disposal capacity.




## Materials Accepted

1 Class I Waste 2 Class III Waste 3 C&D 4 White Goods 5 Yard Trash 6 Clean Debris 7 Recyclable Materials 8 HHW/E-Waste/Tires/Food Waste/Organics

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Coral Springs Waste Transfer Drop-off | | | | ● | ● | | ● | ● |
| Deerfield Beach Main Recycling Drop-off | | | | | | | | ● |
| All County Waste Recycling | | | ● | ● | ● | | ● | |
| WCF Deerfield Beach R&T | ● | ● | ● | | ● | ● | ● | |
| WM Recycling Deerfield | ● | ● | ● | | | | | |
| Coastal Waste & Recycling #4 | | ● | ● | | ● | ● | ● | |
| Monarch Hill Landfill | ● | | ● | ● | | | | |
| Broward County North Drop-off Center | | | | ● | ● | | | ● |
| WM Recycling Pompano (Sun 2) | | ● | ● | | ● | ● | ● | |
| Panzarella MRF | | ● | ● | | ● | ● | ● | |
| Oakland Park Residential Tires Drop-off Center | | | | | | | | |

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Coastal Nineteen MRF | | ● | ● | | ● | ● | ● | |
| Envirocycle | | | ● | | | | ● | |
| WM Davie Transfer Station | ● | | | | | | ● | |
| Broward County Central Drop-off Center | | | | ● | ● | | | ● |
| WM Recycling Dania Beach (Sun 3) | | | ● | | ● | ● | | |
| WM Recycling Oakes Road (Sun 14) | | ● | ● | | ● | | | |
| South Broward Resource Recovery Facility | ● | | ● | | ● | | | |
| Broward County Landfill | | ● | | | | | | |
| Reuter Recycling of Florida | ● | ● | ● | | ● | | | |
| Pembroke Park R&T | ● | | | | | | ● | |
| Broward County South Drop-off Center | | | | ● | ● | | ● | ● |

**NOTES:** "Class I Waste" means solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under rule 62-701.300, F.A.C. "Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.

## Guiding Principles



The following guiding principles were developed to frame the analysis. With the exception of "Control Your Solid Waste Management Destiny", which was prioritized to reflect the importance of collaboration, leveraging innovation, and shared investment to achieve long-term stability, the others are presented in no particular order.

01 Control Your Solid Waste Management Destiny

02 Zero Waste Focus

03 Environmental & Growth Management Compliance

04 Long-term Disposal Solution

05 Commercially-Proven Technologies

06 Operational Excellence

07 Harmonization of Services County-wide

08 Best Value Service

## Key Policies

The Executive Committee established the following policy direction to guide the development of the Master Plan.

01 40-year planning horizon

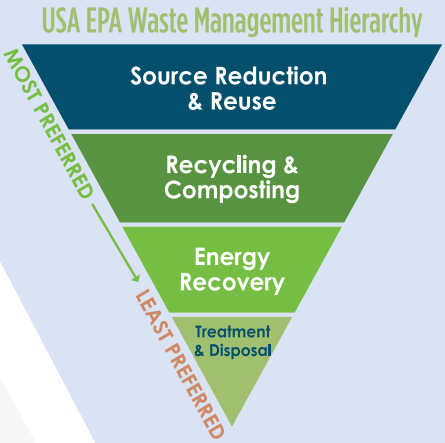
02 Maximize use of existing infrastructure

03 Enact annual assessment to recover the full cost of services

04 Apply reasonable buffers from residential properties

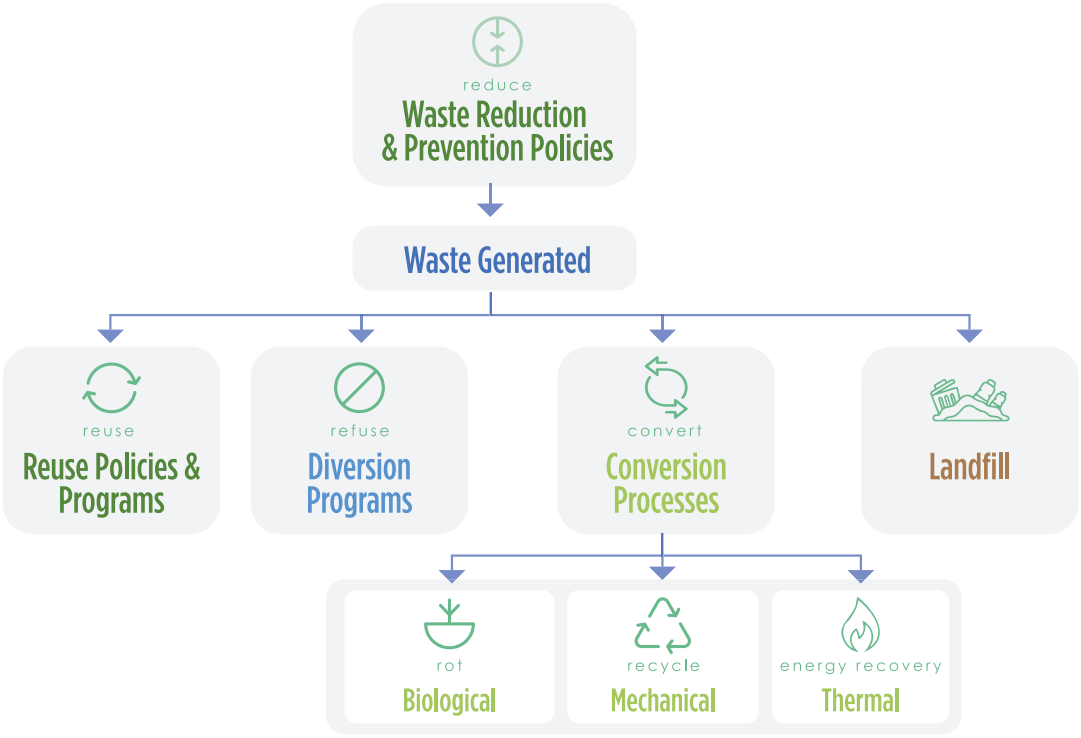
05 Consider mandatory approaches to commercial recyclables and construction and demolition debris



## Future Needs and Options

As part of developing the Master Plan, the consultant team evaluated and modeled the composition and volumes of waste estimated to be generated over the planning horizon and evaluated the types of commercially-proven technologies that could manage the waste stream towards achieving the 75% recycling goal. While a range of options and scenarios were explored, the Authority selected Scenario A which prioritizes waste reduction and prevention, maximizes the beneficial use of waste stream components, and leverages existing public and private waste management infrastructure within Broward County as a starting point. The following framework serves as the foundation for the recommendations outlined below.








## Strategic Priorities For Advancing The Master Plan

Through the development of the Master Plan, the following four strategic priorities emerged as critical success factors.

### Behavior Change

- Develop an education and outreach plan that supports behavior change.
- Set clear, measurable milestones and standardize reporting across municipalities.
- Build consensus and execute a communications strategy for residents and businesses.

### Economies of Scale

- Leverage regional collaborations to reduce costs and improve service delivery.
- Streamline operations for more predictable and efficient waste management.
- Pursue joint procurement and shared services to maximize savings.

### Leverage Existing Infrastructure

- Maximize the use of and upgrade existing facilities to support new technology.
- Increase residential drop-off centers for hard-to-recycle and hazardous materials.
- Expand beneficial recovery of construction debris, yard trash, and food waste.

### Harmonize Services

- Standardize minimum curbside collection practices and services across municipalities to increase access and participation.
- Build consensus among ILA members to align services with the Master Plan goals.
- Develop regional service standards that ensure quality efficiency, and accountability.



## Selected Scenario

Implementing the Master Plan focuses on a robust education program to reduce the amount of waste generated while improving solid waste resources management following collection. Scenario A initially calls for utilizing existing infrastructure, and the future integrated solid waste management system may require building or expanding recycling centers, organics processing sites, drop-off centers, and transfer stations, along with securing new landfill capacity for materials that can't be recycled and to enhance resiliency when faced with natural disasters. Any new facilities identified in Scenario A are envisioned to be developed to meet an emerging need over the next 20 to 40 years, and are essential to increase recycling from the current 39% to a projected rate of 62%.

| | | Scenario A |
|---|---|---|
| Projected Diversion Rate | 62% | |
| Tons Left to Send to Landfill in 2045 | 2,700,000 | |
| Transfer Stations | | 3 |
| Landfills | | 1 |
| Single-Stream MRFs (Materials Recovery Facility) | | 2 |
| Organics Processing Campus | | 2 |
| Mulch | | 2 |
| Biochar | | 1 |
| Drop-Off Centers | | 8 |
| C & D (Construction & Demolition) Recovery Facilities | | 2 |

### Programs

- Restore Curbside Recycling Services to all Broward County Communities
- Add segregated Curbside Yard Trash Collection
- Add Food Waste Drop-Off Events
- Add Permanent Household Hazardous Waste/Electronics/ Recycling Drop-Off Sites
- Add reduction, reuse, and diversion programs and policies
- Harmonize collection services to increase efficiency

### Additional Facility Needs and Capacity of Each Facility – Tons Per Year (TPY)

- 3 Transfer Stations (North, South, Central Broward County)
- 1 Landfill/Long-term Disposal
- 2 Single- Stream Material Recovery Facilities (250,000 TPY each)
- 2 New Organics Processing Campuses with:
  - 2 Mulch/ Colorizing Operations (175,000 TPY each)
  - 1 New Biochar Pyrolysis operation (30,000 TPY)
- 8 Permanent Drop-Off Centers (2,400 TPY each)
- 2 C&D Recovery Facilities (450,000 TPY each)

## Recommendations

In addition to the Facilities and Programs included in Scenario A, the Master Plan recommends a range of policies and legislative actions, education, outreach, and communication strategies, innovative technology adoption, and organics management initiatives to unify communities, engage the residents, businesses, and visitors.



### Policies and Ordinances:

- **Harmonize minimum** curbside waste collection set-out standards.
- **Expand single-stream** recycling access.
- **Require yard trash** to be recycled.
- **Enact a mandatory C&D recycling** ordinance.
- **Enact a mandatory commercial recycling** ordinance.
- **Develop additional residential drop-off centers** for hard-to-recycle and hazardous materials.
- **Explore food waste collection** options and impacts.
- **Implement supporting policies and actions.**

### Education, Outreach, and Communications Plan:

- **Invest in a sustained** communications and outreach program.
- **Become the trusted voice** to deliver waste and recycling-related information.
- **Partner with a wide range of stakeholders** to increase engagement with their networks.
- **Communicate with the community** in multiple ways via a combination of approaches.
- **Utilize existing and emerging technology** to better engage with residents.
- **Set clear, achievable milestones and develop uniform reporting.**
- **Leverage future authority facilities** as outreach hubs.





## Innovative Technologies Adoption:

- **Develop overarching strategies** for new technology implementation within the Authority's control.
- **Adopt a preference for autonomous processes and continuous improvement utilizing** AI, blockchain, Web 3.0, and Internet of Things (IoT).
- **Implement a management system** that utilizes a common network of tools that maximizes cross-platform compatibility, reporting, and connectivity.
- **Establish a Technology Needs Committee** to research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation.

## Organics Management

- Deploy guidance to all ILA Members to **require clean residential yard trash separation** and delivery to a facility for beneficial processing. (i.e., mulching, composting)
- Develop requirements and regulatory underpinnings for the **beneficial use of yard trash and eventually food waste.**
- **Work with ILA Members, Authority committees, and community stakeholders** on future residential and commercial food waste diversion programs.



## Funding the Authority: A Phased Path to Financial Sustainability

**The Authority is committed to establishing a fair and affordable funding plan.** Funding will be used to implement the Master Plan to responsibly process and dispose of solid waste across the Authority's 29 member jurisdictions. The funding plan keeps costs low for a single-family homeowner (less than $5 per year) without sacrificing impact. Success is defined by:

1. Decreasing our dependency on landfilling and waste-to-energy
2. Securing the lowest price for solid waste processing and disposal for member communities
3. Stabilizing long-term solid waste processing and disposal rates
4. Making it easier and more convenient for everyone to recycle regardless of where they live or work
5. Continuous education and outreach to support behavior change for residents, businesses, and visitors
6. Raising our countywide recycling rate from 39% to the state's goal of 75%
7. Extracting value from our waste stream by recovering materials that can be reused locally

The financial plan is based on the following **three-phase funding approach.**

### PHASE 1
### Formation & Planning
FY 2027

- Population-based contributions from ILA members
- Stand up governance, education & outreach, and drop-off center planning
- Procure processing, disposal, and development services

### PHASE 2
### Tipping Fee Surcharges
FY 2028 - FY 2029

- Tonnage-based surcharge at regional processing and disposal facilities
- Usage-based fairness
- Scales quickly as Authority assumes operations

### PHASE 3
### Non-Ad Valorem Assessment
FY 2031 - FY 2046

- Small assessment on annual tax bill
- Predictable, stable, and supports debt financing, if needed
- Allocated by property type (i.e., residential or commercial) and waste generation

### Phase 1: FY 2027 Member Contribution

City pays contribution (based on your city's population) Comparable to FY 2026

### Phase 1: FY 2028 to 2030 Tipping Fee Surcharge

In FY 20288, the $2.22 per ton surcharge is added to the collection rate paid by the hauler (i.e. pass through cost) → Recycling, yard waste and solid waste are collected → Truck gets to scale (i.e., 10 tons @ $2.22/T = $22.20) → Receiving facility collects tipping fee plus $22.20 surcharge from hauler (i.e., pass through cost) → Receiving facility passes $22.20 to SWA

### Phase 3: FY 2031 to FY 2046 Non-Ad Valorem Assessment

Recycling, yard waste and solid waste are collected → SWA assessment on tax bill estimated @ $2.72/T → Assessment goes straight to SWA

## What This Means for Families in FY 2028:
Unified Solid Waste Management for Less Than a Cup of Coffee

**Single-family home**

**1.3 tons/year**
estimated tons/year single-family home

X

**$2.22/ton**
surcharge per ton in FY 2028

=

**$2.89/year**

**For $0.24 per month, here are the benefits**:

- Leveraging economies of scale to secure the lowest possible processing and disposal costs
- Achieving long-term stable and predictable costs for recycling, yard waste, and disposal
- Managing our waste responsibly to help ensure our city stays clean and healthy
- Ongoing education and public outreach on how to recycle right and waste less
- Access to eight drop-off centers conveniently located in Broward County

## Why Staying with the Authority Makes Financial Sense

**Today**

- Processing and disposal fees are typically bundled into your collection agreement
- Homeowners typically pay for all waste services as ONE bill
- Every ILA member pays a negotiated rate based on their own tonnage — without leveraging flow control or economies of scale

**With the SWA**

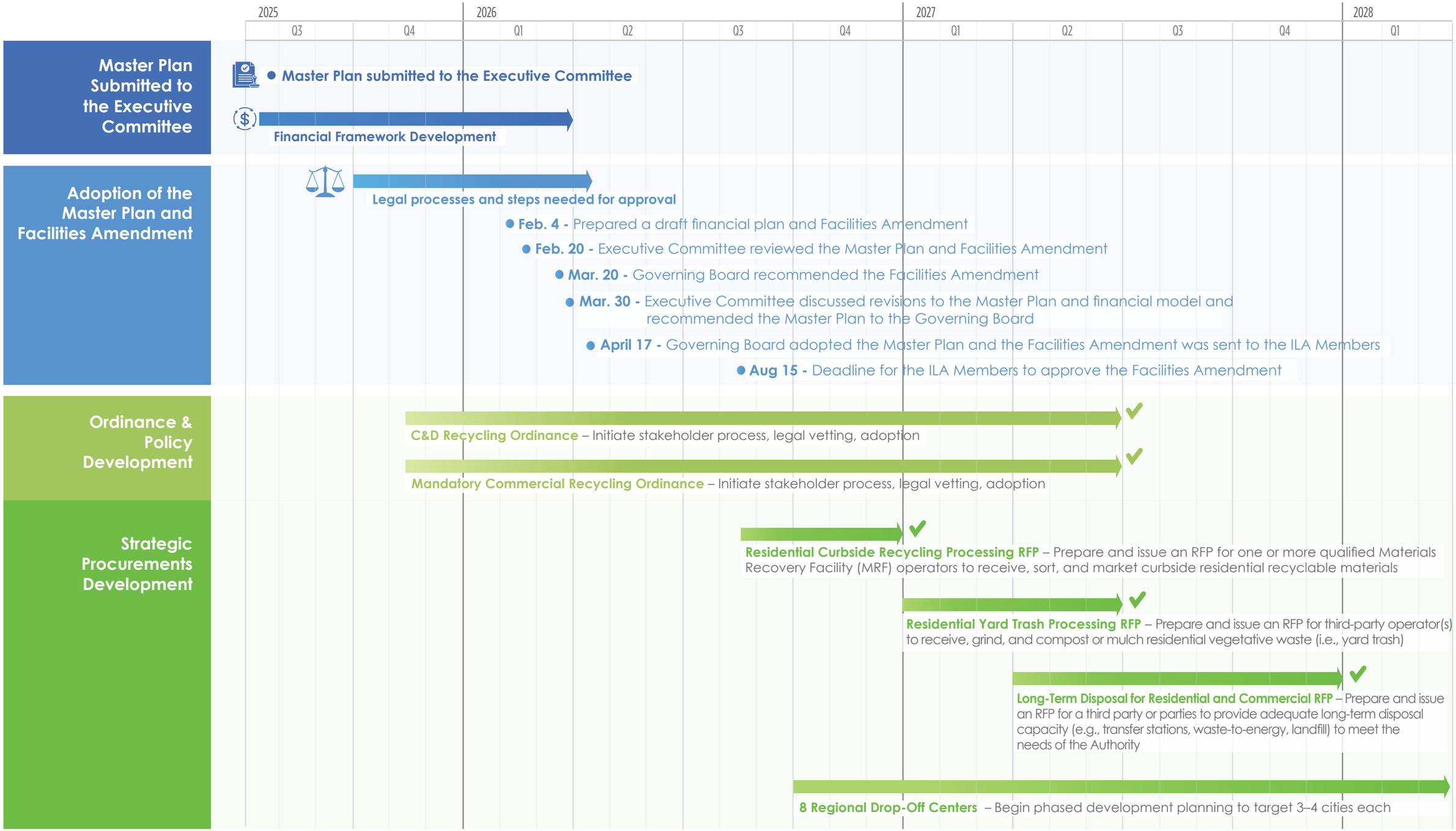
- The Authority secures binding, competitive rates on behalf of all ILA members
- Economies of scale and flow control produce lower, more stable long-term rates than any member can secure independently
- A phased, transparent revenue plan — member contribution → surcharge → assessment — keeps rate impacts gradual and predictable

As part of the Authority's operational role starting in Phase 1, the Authority will prepare and issue solicitations to secure binding prices for yard trash and recyclable materials processing, and disposal (including waste-to-energy) fees (i.e., tipping fees) for each ton of waste processed or disposed that leverage the economies of scale achieved through flow control. For planning purposes and to provide greater cost control and transparency, the ILA, as amended, provides the following initial Maximum Service Charges for processing and disposal:

| Material Type | Estimated Tipping Fee Cost Range (per ton) |
|---|---|
| Recyclable Materials | $110.00 |
| Yard Trash (for Disposal) | $52.56 |
| Yard Trash (for Beneficial Use) | $80.00 |
| Solid Waste Disposal (Class I Waste) | $57.49 |
| Solid Waste Disposal (Class III Waste) | $52.56 |

## Next Steps for the Master Plan | Key Actions Timeline Q3 2025 – Q1 2028

The following near-term next steps include, developing and adopting key policies and ordinances, securing flow control, and developing solicitations to uniformly manage and beneficially use valuable portions of the waste stream.



# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 13

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Chris Cappiello<br>Assistant Public Works Director<br><br>Julie Leonard<br>Public Works Director | **DEPARTMENT HEAD APPROVAL:** | PUBLIC WORKS |

**SUBJECT:** Drainage Improvements to NW 43 Place (Summer Lake Single Family Homes)

## 1. BACKGROUND/HISTORY

**Issue Statement:** The Summer Lake Single Family Homes neighborhood, specifically along NW 43 Place, experiences nuisance ponding at cul-de-sac locations during rain events. These drainage deficiencies impact roadway usability and may contribute to localized flooding concerns.

**Recommended Action:** Adopt a resolution authorizing the appropriate City official to enter into an agreement with Florida Engineering and Development Corporation for drainage improvements to NW 43 Place in the amount of $85,490.83, utilizing the Sourcewell #FL-R6-CC-092524-FEDC contract.

## 2. CURRENT ACTIVITY

City staff evaluated drainage conditions within the Summer Lake neighborhood and identified necessary improvements to eliminate nuisance ponding at each cul-de-sac. The proposed project includes infrastructure modifications designed to improve stormwater flow and prevent standing water.

Florida Engineering and Development Corporation has been identified as the contractor for this project through Sourcewell contract #FL-R6-CC-092524-FEDC. Florida Engineering and Development Corporation has previously completed Bid Pack 8 for the City of Oakland Park and staff has been satisfied with the quality of work and overall performance.

## 3.FINANCIAL IMPACT

As outlined in the attached proposal from Florida Engineering and Development Corporation, the total construction cost for the drainage improvements to NW 43 Place (Summer Lake Single-Family Homes) is $85,490.83. A total of $35,000 was included in the FY 2026

Single Family Homes) is $85,490.83. A total of $99,000 was included in the FY 2026 Adopted Capital Improvement Program (CIP) Budget for curbing and swaling associated with drainage improvements. The accompanying budget amendment (Exhibit A.) provides the additional appropriation necessary to complete the project.

The proposed expenditure is as follows:

| Drainage Improvements to NW 43 Place (Summer Lake Single Family Homes) | | | |
|---|---|---|---|
| **Acct. Name & Number** | **Available Budget** | **Proposed Expenditure** | **Remaining Available** |
| Capital Outlay Infrastructure 40575538.463000 DRAINGIMPV.CONSTRUCT.STORMWATER.CITYFUNDS | $ 85,491 | $ 85,491 | $ - |

## 4. RECOMMENDATION

Adopt a resolution authorizing the appropriate City official to enter into an agreement with Florida Engineering and Development Corporation for drainage improvements to NW 43 Place in the amount of $85,490.83, utilizing the Sourcewell #FL-R6-CC-092524-FEDC contract.

**ATTACHMENTS:**

Resolution
OP Utilization Agreement Florida Engineering and Development Corporation
Sourcewell Contract #FL-R6-CC-092524-FEDC
Sourcewell Solicitation #FL-R6-CC-092524-FEDC
Florida Engineering Proposal/Work Order
Proposed Budget Amendment

**RESOLUTION NO. R-2026-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORPORATION FOR DRAINAGE IMPROVEMENTS TO NW 43 PLACE IN THE AMOUNT OF $85,490.83, PIGGYBACKING THE SOURCEWELL #FL-R6-CC-092524-FEDC CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission deems it to be in the best interests of the City to approve and authorize the proper City Officials to enter into an agreement with Florida Engineering and Development Corporation for drainage improvements to NW 43 Place in the amount of $85,490.83, piggybacking the Sourcewell #FL-R6-CC-092524-FEDC contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to enter into an agreement with Florida Engineering and Development Corporation for drainage improvements to NW 43 Place in the amount of $85,490.83, piggybacking the Sourcewell #FL-R6-CC-092524-FEDC contract. A copy of the Agreement is attached hereto as Exhibit “A”.

**SECTION 3**. The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit “B”.

**SECTION 4.** The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 6.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 15th day of July, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC
CITY CLERK

**AGREEMENT**
**to**
**UTILIZE LEAD AGENCY CONTRACT**
**for**
**INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION CONTRACT**
**GENERAL CONSTRUCTION**

**THIS IS AN AGREEMENT** ("Agreement"), dated this ____ day of _____ 20____, by and between:

**CITY OF OAKLAND PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 1100 Park Lane East, Oakland Park, Florida 33334 ("**City)**",

and

**FLORIDA ENGINEERING AND DEVELOPMENT CORPORATION.**, duly authorized to conduct business in the State of Florida, whose principal address is 12076 NW 98th Avenue, Hialeah Gardens, Fl 33018, hereinafter "CONTRACTOR,"

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide **General Construction Services**; and

**WHEREAS**, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of Sourcewell Indefinite Delivery-Indefinite Quantity (IDIQ) Contract No. **FL-R6-GC-092524-FEDC,** dated December 18, 2024, between **Florida Engineering and Development Corporation (Lead Agency**) and the CONTRACTOR for **General Construction Services**. The Lead Agency's contract is attached hereto as **Exhibit "A"** and incorporated herein; and

**WHEREAS**, Florida Engineering and Development Corporation provides general construction services related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property for FL – Region 6 as an authorized contractor; and

**WHEREAS**, Florida Engineering and Development Corporation has provided the attached proposal which is incorporated herein as **Exhibit "B"**; and

**WHEREAS**, the Parties agree to add the provisions of this Agreement to the Lead Agency's contract set forth herein; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the Lead Agency's contract; and


Attachment 2 Page 1 of 14

**WHEREAS**, the City desires to retain the services of CONTRACTOR by utilizing the Lead Agency's contract; and the City has reviewed the scope of services of the competitively bid solicitation and has determined that it can be used by the City; and,

**WHEREAS,** the Lead Agency's initial contract period is two (2) years the agreement expires on December 10, 2026, with three (3) additional one (1) year renewal options; and,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The prices, terms and conditions of the Lead Agency Contract shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Lead Agency award letter, except said Work shall be performed in and for the City.

B. Estimates/proposals for Work shall be provided to and accepted by City prior to the commencement of Work.

C. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

D. CONTRACTOR shall provide City with proof of insurance and bonding, when applicable, as required by the Lead Agency Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

F. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

G. The term of this Agreement shall become effective upon the award by the City and shall terminate upon expiration of the initial term on December 10, 2026, at which time three (3) additional 1-year renewal options will remain.

H. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.


Attachment 2 Page 2 of 14

**Section 3.** In all other respects, the terms and conditions of the Lead Agency award letter are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

**Section 4. Public Records.**

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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

**RENEE SHROUT, CITY CLERK**
**CITY OF OAKLAND PARK**
**1100 Park Lane East, 5th Floor**
**OAKLAND PARK, FL 33334**
**RENEES@OAKLANDPARKFL.GOV**
**954-630-4298**

**Section 5. Scrutinized Companies.**

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option

if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 6. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 7. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:
David Hebert, City Manager
City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334

Copy to:
Donald J. Doody, City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR:
Florida Engineering and Development Corporation
12076 NW 98th Avenue,
Hialeah Gardens, Fl 33018

**Section 8. Severability**. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.


Attachment 2 Page 4 of 14

**Section 9.** **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

**Section 10.** **E-verify**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**Section 11.** **Public Entity Crimes**. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

(END)


Attachment 2 Page 5 of 14

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

**ATTEST:**

BY: _____
City Clerk

**CITY OF OAKLAND PARK:**

BY: _____
City Manager

**APPROVED AS TO LEGAL FORM:**

BY: _____
City Attorney

**WITNESSED BY:**

By: _____

**CONTRACTOR:**
**Florida Engineering and Development Corporation**

By: _____

Title: _____

STATE: _____
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 ____, by: _____.
*Name of Person Making Statement*

(NOTARY SEAL)

_____
*Signature of Notary Public*

_____
*Name of Notary Public (Typed, Printed, Stamped)*

Personally Known: ____ OR Identification Produced: _____

Type of Identification Produced: _____


Attachment 2 Page 6 of 14

## AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

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

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

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

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____

**State of** _____
**County of** _____

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____ [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, State of _____

Commission Number: _____

_____
(Print Name of Notary)

My Commission Expires: _____


Attachment 2 Page 7 of 14

## AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** _____, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** _____ of **(Business Name)** _____which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this _____ day of _____, 20____.

BY: _____
Signature of Affiant

_____
Printed Name

**State of** _____
**County of** _____

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____ [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, State of Florida
(Print Name of Notary)

Commission Number: _____
My Commission Expires: _____


Attachment 2 Page 8 of 14

Docusign Envelope ID: CBB7AFC3-9B1C-442B-81DD-30AA620B0494

**EXHIBIT "A"**

Sourcewell

# Indefinite Delivery-Indefinite Quantity Construction Contract

**Contract Number: FL-R6-GC-092524-FEDC**

**Service Type: General Construction**

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Florida Engineering and Development Corporation**, 12076 NW 98th Avenue, Hialeah Gardens, Fl 33018 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

## I. TERM OF CONTRACT

1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.

   a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

## II. REGION AND SERVICES

The Contractor's Region is: Region 6. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

## III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.



Attachment 2 Page 9 of 14

A. **Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2000.

B. **Other Than Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2000.

C. **Normal Working Hours and Performed in Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2500.

D. **Other Than Normal Working Hours and Performed in Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2500.

E. **Non-pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1800.

## VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Jose Vega. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/18/2024 | 4:08 PM CST

Florida Engineering and Development Corporation

Signed by:
By: Jose Vega
1BCDE35373AF4CA...
Jose Vega
Title: President

Date: 12/18/2024 | 3:35 PM EST


Attachment 2 Page 10 of 14

# EXHIBIT "B"

## Contractor Price Proposal Details - Category

| | |
|---|---|
| **Date:** | 7/7/2026 |
| **Work Order #:** | 157763.00 |
| **Title:** | City of Oakland Park - Drainage improvements project |
| **Contractor:** | ezIQC FL - Florida Engineering and Development Cor |
| **Contractor Number:** | FL-R6-GC-092524-FEDC |
| **Job Order Value:** | $85,490.83 |

| | |
|---|---|
| **Proposal Name:** | City of Oakland Park - Drainage improvements project |
| **Proposal Value:** | $85,490.83 |

**To:** Project Manager **From:** Contractor Project Manager

| Category | LineTotal |
|---|---|
| 1. MOBILIZATION | $6,923.83 |
| 1 LS | 6923.83 |
| 2. MAINTENANCE OF TRAFFIC | $1,402.96 |
| 1 LS | 1402.96 |
| 3. INLETS, TYPE C | $35,557.10 |
| 4 EA | 35557.10 |
| 4. MANHOLES, P-7 | $6,690.61 |
| 1 EA | 6690.61 |
| 5. PIPE CULVERT, OPT. MATERIAL, ROUND | $9,470.96 |
| 1 LS | 7988.73 |
| 16 LF | 515.52 |
| 21 LF | 966.71 |
| 6. FRENCH DRAIN | $16,598.45 |
| 1 LS | 13766.36 |
| 36 LF | 1159.92 |
| 44 LF | 1672.17 |
| 7. POLLUTION RETARDANT BAFFLES | $3,240.00 |
| 4 EA | 3240.00 |
| 8. CONCRETE SIDEWALK AND DRIVEWAY RESTORATION | $531.84 |
| 1 LS | 531.84 |
| 9. ROADWAY RESTORATION | $5,075.08 |
| 1 LS | 5075.08 |
| **Grand Total:** | **$85,490.83** |

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** **0.00**



*This report was not generated or reviewed by your Account Manager of The Gordian Group*



Attachment 2 Page 11 of 14

FLORIDA ENGINEERING
& DEVELOPMENT CORP.

12076 NW 98th Avenue
Hialeah Gardens, Fl. 33018
P: (305) 820 - 8333
Email: Jvega@floridaengineering.net

Sourcewell - Oakland Park Drainage Improvement

| Item | Description | Qty | Unit | UnitPrice | Total |
|---|---|---|---|---|---|
| 10 | MOBILIZATION | 1 | LS | $ 7,931.43 | $ 7,931.43 |
| 20 | MAINTENANCE OF TRAFFIC | 1 | LS | $ 2,578.95 | $ 2,578.95 |
| 30 | INLETS, TYPE C,<10' | 4 | EA | $ 7,414.82 | $ 29,659.28 |
| 40 | MANHOLES, P-7, <10' | 1 | EA | $ 8,240.11 | $ 8,240.11 |
| 50 | PIPE CULVERT, OPT. MATERIAL, ROUND (12" & 15") | 37 | LF | $ 242.73 | $ 8,981.01 |
| 60 | FRENCH DRAIN, (12" & 15") | 80 | LF | $ 219.69 | $ 17,575.20 |
| 70 | POLLUTION RETARDANT BAFFLES | 4 | EA | $ 675.00 | $ 2,700.00 |
| 80 | CONCRETE SIDEWALK AND DRIVEWAYS, RESTORATION | 1 | LS | $ 1,746.08 | $ 1,746.08 |
| 90 | ROADWAY RESTORATION | 1 | LS | $ 6,252.85 | $ 6,252.85 |
| | | | | Total | **$ 85,664.91** |

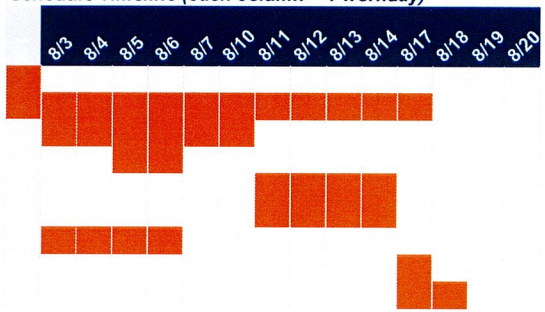

Attachment 2 Page 12 of 14

**Florida Engineering & Development Corp.**
**Sourcewell - Oakland Park Drainage Improvement**
*Project Schedule (Gantt Chart)*

**Project Start Date:** 08/01/2026 *(edit this cell to shift the whole schedule)*

| ID | Task Description | Qty/Unit Ref | Duration (work days) | Start Date | End Date |
|---|---|---|---|---|---|
| 10 | MOBILIZATION | 1 LS | 1 | 08/01/26 | 08/01/26 |
| 20 | MAINTENANCE OF TRAFFIC | 1 LS | 12 | 08/01/26 | 08/17/26 |
| 30 | INLETS, TYPE C,<10' | 4 EA | 6 | 08/03/26 | 08/10/26 |
| 40 | MANHOLES, P-7, <10' | 1 EA | 2 | 08/05/26 | 08/06/26 |
| 50 | PIPE CULVERT, OPT. MATERIAL, ROUND (12" & 15") | 37 LF | 4 | 08/11/26 | 08/14/26 |
| 60 | FRENCH DRAIN, (12" & 15") | 80 LF | 4 | 08/11/26 | 08/14/26 |
| 70 | POLLUTION RETARDANT BAFFLES | 4 EA | 4 | 08/03/26 | 08/06/26 |
| 80 | CONCRETE SIDEWALK AND DRIVEWAYS, RESTORATION | 1 LS | 1 | 08/17/26 | 08/17/26 |
| 90 | ROADWAY RESTORATION | 1 LS | 2 | 08/17/26 | 08/18/26 |

***Schedule Timeline (each column = 1 workday)***

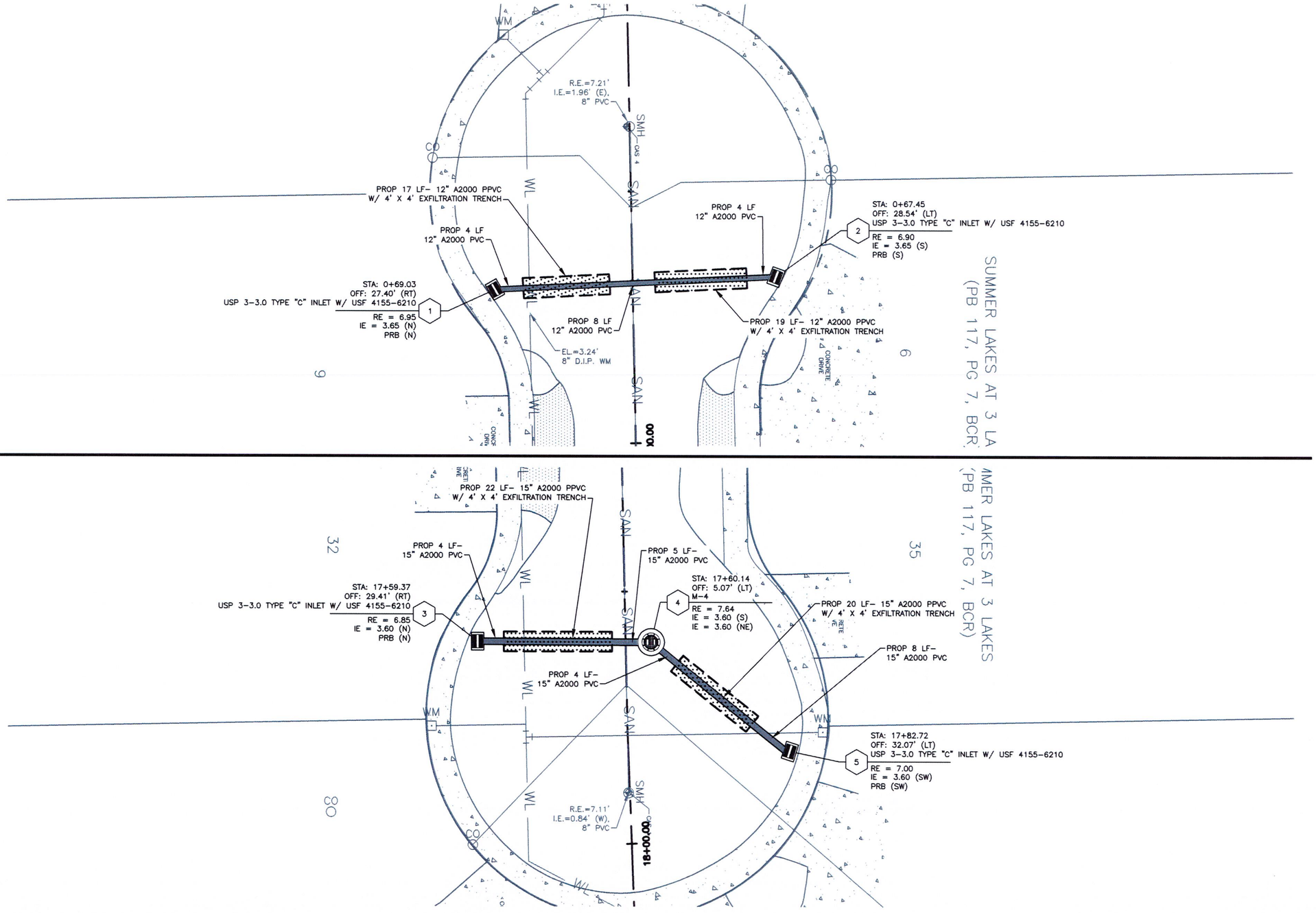



**Project Start:** 08/01/26
**Project Completion:** 08/18/26
**Total Duration (calendar days):** 18

**Legend:**
Scheduled Work
Weekend



Attachment 2




0 5 10 20

HORIZONTAL GRAPHIC SCALE
24" X 36" SCALE: 1" = 10'-0"
11" X 17" SCALE: 1" = 20'-0"

# PLAN VIEW

NOTES:
1. THE EXISTENCE AND LOCATION OF ANY UTILITIES SHOWN ON THESE PLANS ARE NOT GUARANTEED AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. NO UTILITY VERTICAL LOCATION HAS BEEN PERFORMED.
2. CONTRACTOR TO IDENTIFY AND ADJUST WATER AND SEWER SERVICES IN DIRECT CONFLICT WITH PROPOSED DRAINAGE AND COORDINATE WITH UTILITY PROVIDER. COSTS ARE TO BE CONSIDERED INCIDENTAL TO THE DRAINAGE IMPROVEMENTS PROPOSED.
3. ALL EXISTING PAVEMENT MARKINGS & SIGNAGE DAMAGED DURING CONSTRUCTION MUST BE REPLACED/RESTORED IN ACCORDANCE WITH MUTCD & APPLICABLE COUNTY AND OR CITY TRAFFIC ENGINEERING DEPARTMENT MINIMUM STANDARDS.
4. DEFLECTION OF FRANCHISE UTILITIES TO BE PERFORMED BY SERVICE PROVIDER. CONTRACTOR TO CONTACT THE UTILITY SERVICE PROVIDER AND COORDINATE THE UTILITY RELOCATIONS REQUIRED. COSTS TO BE CONSIDERED INCIDENTAL TO THE DRAINAGE IMPROVEMENTS PROPOSED.
5. CONTRACTOR TO PROVIDE TEMPORARY SHORING/SHEET PILING TO PROTECT EXISTING INFRASTRUCTURE AS NECESSARY. COSTS ARE TO BE CONSIDERED INCIDENTAL TO THE NEW DRAINAGE SYSTEM.
6. ALL RESTORATION REQUIRED IS TO BE CONSIDERED INCIDENTAL TO THE PROPOSED DRAINAGE SYSTEM PIPELINE COSTS AND ADDRESSED IN THE PIPELINE RELATED BID ITEMS.
7. ALL IMPACTED DRIVEWAYS WILL REQUIRE FULL DRIVEWAY APRON RESTORATION TO MATCH EXISTING GRADES.
8. SWALE AREAS IMPACTED BY CONSTRUCTION SHALL BE FULLY RESTORED TO MATCH EXISTING SOD TYPE AND EXISTING GRADES. SWALE RESTORATION TO BE CONSIDERED INCIDENTAL TO THE PROPOSED DRAINAGE PIPELINE COSTS IN THE BID.

PRELIMINARY

| NO. | DATE | REVISION | BY |
|---|---|---|---|

Date: 05/01/2025
Designed: OAR
Drawn: JL
Checked: OAR

APPROVED BY: ORLANDO A. RUBIO, P.E.
DATE
FLORIDA PROFESSIONAL ENGINEER NO. 48265

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1425 E NEWPORT CENTER DRIVE
DEERFIELD BEACH, FLORIDA 33442
(954) 782-8222
CERTIFICATE. NO. LB0003110

PREPARED FOR:
CITY OF OAKLAND PARK

NW 43RD PLACE
DRAINAGE IMPROVEMENTS
PLAN

FILE NAME: 08-24-071-C-02-PLAN.dwg
LAST SAVED: 08/22/25 - 11:48am

CAS PROJECT NUMBER
08-24-071

SHEET
C-02


Attachment 2 Page 14 of 14

Docusign Envelope ID: CBB7AFC3-9B1C-442B-81DD-30AA620B0494

# Indefinite Delivery-Indefinite Quantity Construction Contract

**Contract Number: FL-R6-GC-092524-FEDC**

**Service Type: General Construction**

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Florida Engineering and Development Corporation**, 12076 NW 98th Avenue, Hialeah Gardens, Fl 33018 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

## I. TERM OF CONTRACT

1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.

   a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

## II. REGION AND SERVICES

The Contractor's Region is: Region 6. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

## III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.


Attachment 3 Page 1 of 2

A. **Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2000.

B. **Other Than Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2000.

C. **Normal Working Hours and Performed in Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2500.

D. **Other Than Normal Working Hours and Performed in Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2500.

E. **Non-pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1800.

## VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Jose Vega. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/18/2024 | 4:08 PM CST

Florida Engineering and Development Corporation

Signed by: Jose Vega 1BCDE35373AF4CA...

By: _____

Jose Vega

Title: President

Date: 12/18/2024 | 3:35 PM EST


Attachment 3 Page 2 of 2

# IFB #FL-092524
# Invitation for Bids
# for
# Indefinite Delivery-Indefinite Quantity
# Construction Contracts
# in the
# State of Florida

## Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

1. Invitation for Bid, including Map of Regions
2. Template IDIQ Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalogs
5. Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

**Solicitation Schedule**

| | |
|---|---|
| Notice of Solicitation Published: | August 20, 2024 |
| Pre-bid Conference: | September 3, 2024, 9:00 a.m., Central Time |
| Question Submission Deadline: | September 18, 2024, 4:30 p.m., Central Time |
| **Bid Due Date:** | September 25, 2024, 4:30 p.m., Central Time<br>Late responses will not be considered. |
| Opening: | September 25, 2024, 6:30 p.m., Central Time<br>See Article VII. G. for more information. |

## I. ABOUT SOURCEWELL AND ITS PARTICIPATING ENTITIES

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its participating entities across the United States. Sourcewell's solicitation process complies with State of Minnesota law and policies.

Sourcewell's participating entities in the State of Florida may include:

- Federal and state government
- Cities, towns, and counties/parishes
- Education service cooperatives
- K-12 and higher education
- Tribal government
- Some nonprofits
- Other public entities

For a listing of current participating entities visit Sourcewell's website: https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

## II. INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION PROGRAM

Sourcewell is soliciting bids for its IDIQ construction program. IDIQ contracting offers participating entities access to competitively solicited and awarded contracts for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

Sourcewell has engaged The Gordian Group, Inc. (Gordian) to provide management of its IDIQ construction program. In this role, Gordian provides support to Sourcewell in the administration of the program, including: preparing Construction Task Catalogs and related technical specifications, providing information management systems and licenses to contractors, training to contractors, administering fee collection, consulting services to Sourcewell, and assisting with proposal package or work order development. Participating Entities access Sourcewell IDIQ contracts resulting from this IFB through relevant purchasing authority, and work directly with Contractors awarded through this IFB.

Under IDIQ, an awarded Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the work. Details of the program's operation can be found within the Contract, and General Terms and Conditions document included in this IFB.

## III. REQUIRED BIDDER QUALIFICATIONS

In determining a Bidder's responsibility and ability to perform under a Contract, Sourcewell has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims and litigation history of the Bidder. Sourcewell reserves the right to verify the Bidder's information and may request clarification from a Bidder.

A. A Bidder's business must be normally engaged in performing the type of work specified within this IFB and must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to a Sourcewell participating entity (as solely determined by Sourcewell).

B. Bidders responding to a General Contracting solicitation must be willing and capable of providing all or a majority of the various types of construction work as specified in the Construction Task Catalog either through its own forces or by using subcontractors. Bidder must provide documentation of all applicable required licensure(s).

C. Bidders responding to **HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and/or Marine Construction** solicitations must perform at least **51%** of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

## IV. BID OVERVIEW AND PREPARATION INSTRUCTIONS

A. REQUESTED INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION SERVICES. The IDIQ services specified include General Construction, HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and Marine Construction. At this time, no specific projects have been identified; work and work volume from any resulting contract are not guaranteed. Specific description of work and summary of duties for each category of construction can be found in the Technical Specifications.

B. PREPARATION INSTRUCTIONS. Strict compliance with the following instructions is required for properly preparing a bid. Before submitting a bid, it is the responsibility of each Bidder to:

1) Examine the IFB Documents thoroughly;
2) Consider all applicable federal, state and local laws, regulations, ordinances, and procurement codes that may affect costs, progress, performance, or furnishing of a participating entity's work; and,
3) Notify Sourcewell of all conflicts, errors, or discrepancies in the IFB Documents of which Bidder knows.

The submission of a Bid constitutes a representation by the Bidder to Sourcewell that it has complied with the above requirements and that, without exception, its Bid is premised upon performing and furnishing the Work required by this IFB.

Bidders should include all relevant information in its bid. Sourcewell cannot consider information that is not provided in the bid.

C. ESTIMATED CONTRACT VALUE AND USAGE. Based on past volume of similar contracts, the estimated annual value of each contract resulting from this IFB is $4 Million for General Construction, Paving Asphalt/Concrete, and Roofing and $2 Million for HVAC/Mechanical, Electrical, Site/Civil Construction, and Marine Construction contracts. Sourcewell anticipates considerable activity under the contract(s) awarded from this IFB; however, work and work volume from any resulting contract are not guaranteed.

## V. BID PRICING

A. CONSTRUCTION TASK CATALOG AND ADJUSTMENT FACTOR. In order to evaluate bid pricing and the retain consistency within contract pricing, Sourcewell uses Gordian's proprietary Construction Task Catalog (CTC). The CTC as a comprehensive listing of specific repair and construction related Tasks, together with a specific unit of measurement and a pre-set unit price (Unit Price). All Unit Prices within the CTC are based on local labor, material, and equipment prices for the direct cost of construction.

Under this IFB, Bidders will offer price adjustments (Adjustment Factors) that will be applied to CTC Unit Prices. The Adjustment Factors represent either an increase to the present Unit Prices (such as 1.1000) or a decrease from the preset Unit Prices (such as 0.9800).

A participating entity's cost for a specific task will be determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor (e.g., specific task cost = preset unit price in CTC * quantity needed * Adjustment Factor).

1) Each Bidder must submit 5 Adjustment Factors to be applied to every task in the CTC. The bid must be either an adjustment "decrease from" (e.g. 0.9800) or "increase to" (e.g. 1.1000) the Unit Prices listed in the CTC.
2) The Bidder's Adjustment Factors must include all of the Bidder's direct and indirect costs. This includes, but is not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, purchase order proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of the CTC for a complete explanation of what is and is not included in the Unit Prices. Note, where applicable, the bidder must comply with all applicable prevailing wage laws. The wage rates in the CTC were current at the time these IFB Documents were issued.
    a. *The first Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and performed in Non-Secure Areas.
    b. *The second Adjustment Factor* will be applied to work to be accomplished during Other Than Normal Working Hours and perfomed in Non-Secured Areas.
    c. *The third Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and performed in Secured Areas.
    d. *The fourth Adjustment Factor* will be applied to work to be accomplished during Other than Normal Working Hours and  and performed in Secured Areas.
    e. *The fifth Adjustment Factor* will be for work tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award. These Tasks are referred to as "Non Pre-priced Tasks (NPP)." NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

3) Adjustment Factors may be specified to the fourth decimal place. For example:

| | | | | | |
|---|---|---|---|---|---|
| **1** | **.** | **1** | **0** | **0** | **0** |

Or

| | | | | | |
|---|---|---|---|---|---|
| **0** | **.** | **9** | **8** | **0** | **0** |

4) For bid evaluation purposes only, the following weighing of the Adjustment factors will be used to determine the Combined Adjustment Factor. Complete the following information within the Sourcewell Procurement Portal:

| Adjustment Factors | Weight |
|---|---|
| Non-Secure Areas, Normal Working Hours | 50% |
| Non-Secure Areas, Other than Normal Working Hours | 20% |
| Secure Areas, Normal Working Hours | 10% |
| Secure Areas, Other than Normal Working Hours | 10% |
| Non-Pre-Priced Adjustment Factor | 10% |

B. ADMINISTRATIVE FEES. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The bidder must include the administrative fee in calculating the Contractor's Adjustment Factors.

Detailed information about Sourcewell's administrative fee can be found in Article VII. B of the General Terms and Conditions.

## VI. CONTRACT

Bidders awarded a contract will be required to execute the Contract (including its General Terms and Conditions) attached to this IFB.

## VII. BIDDING PROCESS

A. PRE-BID CONFERENCE. Sourcewell will hold a non-mandatory pre-bid conference via webcast on the date and time noted in the Solicitation Schedule and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential bidders to ask questions regarding this IFB. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-bid conference attendance is optional but highly encouraged.

B. QUESTIONS REGARDING THIS IFB AND ORAL COMMUNICATION. Any questions regarding this IFB must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this IFB. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Bidder or generally related to the IFB, must be submitted using this process. Do not contact individual Sourcewell staff (or any representative of Gordian) to ask questions or request information as this may disqualify the Bidder from responding to this IFB. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA. Sourcewell may modify this IFB; however, no Addenda will be issued later than 5 days prior to the Bid Due Date, except an Addendum that withdraws or postpones this IFB. Addenda issued by Sourcewell become a part of the IFB and will be delivered to potential Bidders through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a bid will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Bidder by checking the box for each addendum. It is the responsibility of the Bidder to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Bidder submitted its Bid, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Bidder's Bid status to INCOMPLETE. The Bidder can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Bidder is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Bid (and up to the Bid due date). If the Bidder's Bid status has changed to INCOMPLETE, the Bidder is solely responsible to:

1) make any required adjustments to its bid,
2) acknowledge the addenda, and
3) ensure the re-submitted bid is received through the Sourcewell Procurement Portal no later than the Bid Due Date and time shown in the Solicitation Schedule above.

D. BID SUBMISSION. Bidder's complete bid must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule and on the Sourcewell Procurement Portal. Any other form of bid submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late bids will not be considered. It is the Bidder's sole responsibility to ensure that the bid is received on time. To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Bidder has obtained this IFB from a third party, the onus is on the Bidder to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all bids must be digitally acknowledged by an authorized representative of the Bidder attesting that the information contained in in the bid is true and accurate. By submitting a bid, Bidder warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Bidder to remedies available by law.

It is recommended that Bidders allow sufficient time to upload the bid and to resolve any issues that may arise. The time and date that a bid is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock. In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a bid, the Portal will automatically generate a confirmation email to the Bidder. If the Bidder does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

E. GENERAL BID REQUIREMENTS. Bids must be:

- In substantial compliance with the requirements of this IFB or it will be considered nonresponsive and be rejected
- Complete–a bid will be rejected if it is conditional or incomplete
- Submitted in English
- Valid and irrevocable for 180 days following the Bid Due Date

Any and all costs incurred in responding to this IFB will be borne by the Bidder.

F. BID MODIFICATION WITHDRAWAL. A submitted bid may not be modified, withdrawn, or cancelled by the Bidder for a period of 180 calendar days following the time and date designated for the receipt of bids. Prior to the deadline for submission of bids, any bid submitted may be modified or withdrawn through the Sourcewell Procurement Portal.

G. OPENING. The Opening of Bids will be conducted electronically through the Sourcewell Procurement Portal. A list of all Bidders will be made publicly available in the Sourcewell Procurement Portal after the Bid Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Bidders, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Bid Due Date and Time.

## VIII. EVALUATION AND AWARD

A. EVALUATION. Only responsive bids will be evaluated. A responsive bid must have been submitted on time and materially satisfy all mandatory requirements identified in this IFB. Deviations or exceptions stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification.

B. AWARD(S). It is the intent of Sourcewell to award each Contract to the lowest, responsive, responsible Bidder(s) based on the Combined Adjustment Factor as calculated by Sourcewell within each Region.

C. CONTRACT TERM. The term of the resulting contract(s) awarded by Sourcewell under this solicitation will be 2 years. Sourcewell and Contractor may agree to up to three additional one-year extensions. Sourcewell retains the right to consider additional extensions beyond five years as required under exceptional circumstances.

A Bidder will not be awarded more than one same scope Contract within any Region. The maximum number of contracts to be initially awarded by geographic region and contract type are reflected in the tables below:

| Region 1 – Northwest Florida: | |
|---|---|
| General Construction | 8 contracts |
| HVAC/Mechanical | 3 contracts |
| Electrical | 3 contracts |
| Roofing | 3 contracts |
| Paving Asphalt/Concrete | 3 contracts |
| Civil/Site Construction | 3 contracts |

| Region 2 – Northeast Florida: | |
|---|---|
| General Construction | 10 contracts |
| HVAC/Mechanical | 2 contracts |
| Electrical | 2 contracts |
| Roofing | 3 contracts |
| Paving Asphalt/Concrete | 3 contracts |
| Civil/Site Construction | 3 contracts |

| Region 3 – North Central Florida: | |
|---|---|
| General Construction | 10 contracts |
| HVAC/Mechanical | 4 contracts |
| Electrical | 4 contracts |
| Roofing | 3 contracts |
| Paving Asphalt/Concrete | 3 contracts |
| Civil/Site Construction | 3 contracts |

| Region 4 – Central Florida: | |
|---|---|
| General Construction | 10 contracts |
| HVAC/Mechanical | 3 contracts |
| Electrical | 3 contracts |
| Roofing | 4 contracts |
| Paving Asphalt/Concrete | 3 contracts |
| Civil/Site Construction | 4 contracts |
| Marine Construction | 3 contracts |

| Region 5 – South Suncoast Florida: | |
|---|---|
| General Construction | 8 contracts |
| HVAC/Mechanical | 3 contracts |
| Electrical | 3 contracts |
| Roofing | 3 contracts |
| Paving Asphalt/Concrete | 3 contracts |
| Civil/Site Construction | 3 contracts |
| Marine Construction | 3 contracts |

| Region 6 – Goldcoast Florida: | |
|---|---|
| General Construction | 10 contracts |
| HVAC/Mechanical | 3 contracts |
| Electrical | 4 contracts |
| Roofing | 3 contracts |
| Paving Asphalt/Concrete | 3 contracts |
| Civil/Site Construction | 3 contracts |
| Marine Construction | 3 contracts |

| Region 7 – South Florida: | |
|---|---|
| General Construction | 12 contracts |
| HVAC/Mechanical | 6 contracts |
| Electrical | 5 contracts |
| Roofing | 4 contracts |
| Paving Asphalt/Concrete | 4 contracts |
| Civil/Site Construction | 4 contracts |
| Marine Construction | 3 contracts |

Sourcewell reserves the right to award additional contracts from this solicitation, above the stated maximum number, if it is determined to be in the best interests of Sourcewell and participating entities, for a period of 180 Days (or longer, if mutually agreeable to both the proposer and Sourcewell).

Sourcewell retains the right to waive any informality in a Bidder's response. Sourcewell reserves the right to reject all bids and advertise again if, in Sourcewell's opinion, the bids received do not meet or exceed the minimum needs and expectations of Sourcewell and its participating entities. Sourcewell reserves the right to award additional Contracts from this solicitation up to 180 calendar days after the close of the IFB.

*Competitive Range.* If Sourcewell receives a wide margin of bid Adjustment Factors, either too high or too low, then the Sourcewell Bid evaluation committee may establish a Competitive Range for the IFB. If it is determined that a Bidder's Combined Adjustment Factor is too far outside the Competitive Range, then the Bidder can be removed from consideration. The Bidder will be notified that it was determined to be outside the Competitive Range after award of the contracts.

*Unbalanced Bid.* A Bid may be removed from consideration if it is determined that the Bidder has mathematically unbalanced its Bid to gain a competitive advantage. The Bid will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of its anticipated profit, overhead cost, and other indirect costs that the bidder anticipates for the performance of the work as determined by the Sourcewell Bid Review Committee.

*Other Than Normal Working Hours Adjustment Factors*. A Bidder's Other Than Normal Working Hours Adjustment Factors must be higher or equal to its Normal Working Hours Adjustment Factors.

*Non Pre-Priced Adjustment Factors*. A bidder's Non Pre-Priced adjustment factor must not be lower than 1.0000.

## IX. ASSIGNMENT OF WORK

See the Contract, and General Terms and Conditions for a detailed description of how work will be assigned.

## X. PROTESTS OF AWARDS

Any protest made under this IFB by a Bidder must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must allege a procedural or technical defect, with supporting documentation. A request for re-evaluation of a bid's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation by IFB number
- A precise statement of the relevant facts
- Identification of the alleged breakdown in procedure or technical issues
- Identification of the legal or factual basis
- Any additional supporting documentation
- Protest bond in the amount of $20,000, except where prohibited by law or treaty

Protests that do not address these elements will not be reviewed.

## XI. RIGHTS RESERVED

This IFB does not commit Sourcewell to award any contract, and a bid may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Bids that contain false statements or do not support an attribute or condition stated by the Bidder may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this IFB at any time
- Reject any and all bids received
- Reject bids that do not comply with the provisions of this IFB
- Independently verify any information provided in a Bid
- Disqualify any Bidder that does not meet the requirements of this IFB, is debarred or suspended by the United States or Canada, State of Minnesota, participating entity's state; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the bids received
- Clarify any part of a bid
- Award a contract if only one responsive bid is received if it is in the best interest of participating entities
- Award a contract to one or more Bidders if it is in the best interest of participating entities

## XII. DISPOSITION OF BIDS

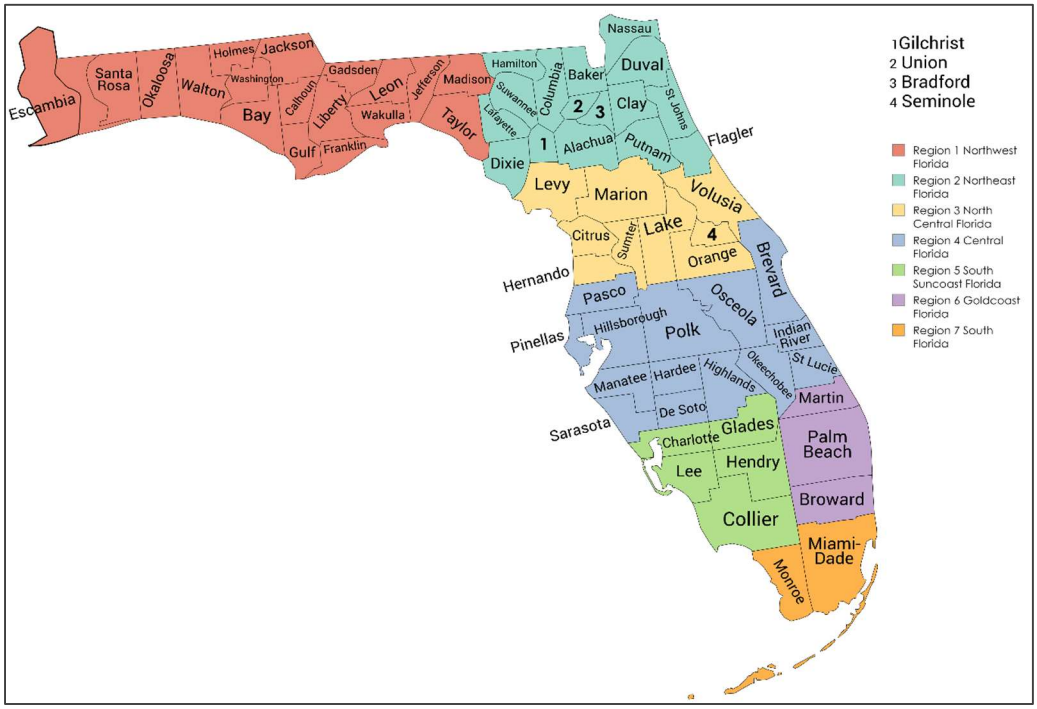
All materials submitted in response to this IFB will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591. It is the Bidder's responsibility to clearly identify any data submitted that it considers to be protected. Bidder must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Bidder to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Bidder is not considered trade secret under the statutory definition.

The Bidder understands that Sourcewell will reject bids that are marked confidential nonpublic, either substantially or in their entirety.

**[Map of Regions to Follow]**

# MAP OF
# SOURCEWELL CONTRACT
# REGIONS
## Solicitation #FL-092524




| Region 1 Northwest | | | | |
|---|---|---|---|---|
| Bay | Calhoun | Escambia | Franklin | Gadsden |
| Holmes | Jackson | Jefferson | Leon | Liberty |
| Okaloosa | Santa Rosa | Taylor | Wakulla | Walton |
| Gulf | Madison | Washington | | |

| Region 2 Northeast | | | | |
|---|---|---|---|---|
| Alachua | Baker | Bradford | Clay | St. Johns |
| Columbia | Dixie | Duval | Flagler | Suwannee |
| Gilchrist | Hamilton | Lafayette | Nassau | Union |
| Putnam | | | | |

| Region 3 North Central | | | | |
|---|---|---|---|---|
| Citrus | Hernando | Lake | Levy | Marion |
| Orange | Seminole | Sumter | Volusia | |

| Region 4 Central | | | | |
|---|---|---|---|---|
| Brevard | De Soto | Hardee | Highlands | Hillsborough |
| Indian River | Manatee | Okeechobee | Osceola | Pasco |
| Pinellas | Polk | Sarasota | St. Lucie | |

| Region 5 South Suncoast | | | | |
|---|---|---|---|---|
| Charlotte | Collier | Glades | Hendry | Lee |

| Region 6 Goldcoast | | | | |
|---|---|---|---|---|
| Broward | Martin | Palm Beach | | |

| Region 7 South | | | | |
|---|---|---|---|---|
| Miami-Dade | Monroe | | | |

08/23/2024

Addendum No. 1
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Please provide a link to the Webcast pre-bid conference.

**Answer 1:**

Login instructions will be provided to registered plan takers by email two business days prior to the web conference. At this time, instructions will also be posted to the documents section of this bid.

**Question 2:**

Please provide the previous bid tabulation / bid results for the IDIQ Construction Contract - Florida for prior years [sic].

**Answer 2:**

A tabulation and all solicitation and contract information for the most recent IDIQ Construction in Florida solicitation is found on the Sourcewell website at the following link: https://www.sourcewell-mn.gov/solicitations/10487.

**Question 3:**

Are we able to submit a bid only for Section 33 - Utilities? Or any individual sections that meet our scope of work [sic]?

**Answer 3:**

Sourcewell is soliciting for the following trades: General Construction, HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and Marine Construction. Contractors may choose to respond to one or all of them. Bidders responding to trades other than General must perform at least 51% of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

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End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 08/23/2024, is required at the time of proposal submittal.

08/27/2024

Addendum No. 2
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

The link in the answer to question 2 in addendum 1 does not work. Can you post the bid tab and solicitation information for the past IDIQ Construction in Florida solicitations?

**Answer 1:**

The incorrect link was provided in Addendum #1, Question 2. Please use this link: https://www.sourcewell-mn.gov/solicitations/10487.

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End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 08/27/2024, is required at the time of proposal submittal.

09/04/2024

Addendum No. 3
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Do you have an idea of how many residential construction projects you anticipate?

**Answer 1:**

Refer to IFB Section IV. Bid Overview and Preparation Instructions, Articles A and C. Sourcewell anticipates considerable activity under the contract(s) awarded from this IFB; however, work and work volume from any resulting contract are not guaranteed. At this time, no specific projects have been identified.

**Question 2:**

Are there any specific GC [General Construction] licenses/requirements for the State of Florida?

**Answer 2:**

While contractors are required to ensure that they have all the required licenses and meet all requirements, it appears licenses are required in the State of Florida and it applies to general contractors and specialty trades.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/04/2024, is required at the time of proposal submittal.

09/06/2024

Addendum No. 4
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

What is the percentage that Sourcewell charges and where we should include it in our proposals?

**Answer 1:**

Refer to IFB Section V. Bid Pricing, Article B. Administrative Fees. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The bidder must include the administrative fee in calculating the Contractor's Adjustment Factors. Detailed information about Sourcewell's administrative fee can be found in Article VII. of the General Terms and Conditions.

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End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/06/2024, is required at the time of proposal submittal.

09/16/2024

Addendum No. 5
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can you please provide the Plan holder list for this IFB (sic)?

**Answer 1:**

The list of registered plan takers for this solicitation is not yet public data.

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End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/16/2024, is required at the time of proposal submittal.

09/17/2024

Addendum No. 6
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

If a contractor is awarded a contract, but then during a joint scope meeting it is determined that the participating entity has a scope in mind that would result in a loss for the contractor (eg. quantities resulting in work below our company's minimum charge or requiring the contractor to pack up and mobilize to multiple locations in a day doing only small quantities of work in each location), would the contractor have the right to respectfully decline the project? Although this unreasonable situation is extremely rare, this contractor has encountered the scenario more than once during its tenure and there is no protection for this scenario in the current Construction Task Catalog for our type of work. [sic]

**Answer 1:**

Acceptance or Non-Acceptance of work is a business decision for the contractor to make at the initiation of a project. Contractors do have first right of refusal in this program.

**Question 2:**

In the General Terms and Conditions document, under section III General Conditions subsection W, a one-year warranty is required for non-compliance, among other things. In this contractor's line of work, a project is guaranteed compliant at completion, but new issues or changes may occur or reoccur to the completed work due to tree roots, water, settling, and other natural and man-made causes outside of the contractor's

control. Therefore, in specific contracts for our type of work, the contract does not hold the contractor responsible for these types of changes after completion. Can you please clarify whether changes like these would be exempt from the intended meaning behind this section? [sic]

**Answer 2:**

Additional Terms and Conditions with regards to an individual project can be made at the initiation of a project on a project-by-project basis. Acceptance of the additional terms and conditions must be agreed upon by the participating agency and the contractor.

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End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/17/2024, is required at the time of proposal submittal.

09/20/2024

Addendum No. 7
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Could you please clarify the specific security measures required for projects in secure areas? The provided specifications do not detail the protocols or restrictions, and this information is essential for us to accurately estimate time and cost factors related to secure access and compliance.

**Answer 1:**

Secure Areas are work areas that require heightened security measures and adherence to strict protocols due to the sensitive nature of the location. Secure areas may include, but are not limited to portions of courthouses, correctional facilities, hospitals, and any other areas requiring inventory checks to access the work site.

**Question 2:**

Can you confirm the designated off-hours work times, and whether there are any limitations or restrictions on working during off-hour periods? Clear guidance on allowable off-hours will enable us to properly schedule and estimate labor costs.

**Answer 2:**

Determination on any off-hours restrictions will happen during the joint scope meeting on a project by project basis. Normal Working Hours are 7:00 AM to 4:00 PM Monday

through Friday, except Holidays.  Other Than Normal Working Hours are 4:00 PM to 7:00 AM Monday to Friday and any time Saturday, Sunday and the Holidays.

**Question 3:**

Are there any restrictions on the type of equipment, machinery, or trucks that can be used on-site, particularly for secure or sensitive areas? Understanding any limitations on size, type, or brand will help us plan/estimate accordingly for mobilization and logistics.

**Answer 3:**

Determination on any restrictions to equipment and machinery that can be used on site happen during the joint scope meeting on a project-by-project basis.

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End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/20/2024, is required at the time of proposal submittal.

09/24/2024

Addendum No. 8
Solicitation Number: IFB FL-092524
Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**The IFB due date has been extended due to severe weather conditions in the southeastern region of the United States. The IFB submission deadline has been extended to October 4, 2024.**

| | **IFB Timeline (Revised)** |
|---|---|
| **Bid Due Date:** | **October 4, 2024**, 4:30 p.m., Central Time<br>Late responses will not be considered. |
| **Opening:** | **October 4, 2024**, 6:30 p.m., Central Time<br>See Article VII.G. for more information |

***

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Due to hurricane approaching our region, may this due date be extended? this allows our team to prepare accordingly [sic]

**Answer 1:**

See amendment above. The due date has been extended to October 4, 2024 at 4:30 p.m., Central Time.

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End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/24/2024, is required at the time of proposal submittal.

## Work Order Signature Document

### EZIQC Contract No.: FL-R6-GC-092524-FEDC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

| | | | |
|---|---|---|---|
| Work Order Number.: | 157763.00 | Work Order Date: | 07/08/2026 |
| Work Order Title: | City of Oakland Park - Drainage improvements project | | |
| Owner Name: | City of Oakland Park | Contractor Name: | Florida Engineering and Development Corporation |
| Contact: | Julie Leonard | Contact: | Jose Vega , Jr |
| Phone: | 305.820.8333 | Phone: | |

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-GC-092524-FEDC.

Brief Work Order Description:

Drainage Improvement for the City of Oakland Park

**Time of Performance** Estimated Start Date:
Estimated Completion Date:

**Liquidated Damages** Will apply: [ ] Will not apply: [X]

**Work Order Firm Fixed Price: $85,490.83**

Owner Purchase Order Number:

### Approvals

Owner Date

Contractor Date

## Detailed Scope of Work

| | | | |
|---|---|---|---|
| **To:** | Jose Vega , Jr<br>Florida Engineering and Development Corporation<br>12076 NW 98th Avenue<br>Hialeah Gardens, FL 33018<br>No Data Input | **From:** | Julie Leonard<br>City of Oakland Park<br><br>5100 NE 12th Terr<br>City of Oakland Park, FL 33334<br>305.820.8333 |

**Date Printed:** July 08, 2026

**Work Order Number:** 157763.00

**Work Order Title:** City of Oakland Park - Drainage improvements project

**Brief Scope:** Drainage Improvement for the City of Oakland Park

| | | |
|---|---|---|
| ☐ **Preliminary** | ☐ **Revised** | ☒ **Final** |

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached work schedule and referenced drawings.

Subject to the terms and conditions of JOC Contract **FL-R6-GC-092524-FEDC**.

Contractor _____ Date _____

Owner _____ Date _____

# Contractor's Price Proposal - Summary

**Date:** July 08, 2026

**Re:**

| | |
|---|---|
| IQC Master Contract #: | FL-R6-GC-092524-FEDC |
| Work Order #: | 157763.00 |
| Owner PO #: | |
| Title: | City of Oakland Park - Drainage improvements project |
| Contractor: | Florida Engineering and Development Corporation |
| Proposal Value: | $85,490.83 |

| | |
|---|---|
| **1. MOBILIZATION** | **$6,923.83** |
| **2. MAINTENANCE OF TRAFFIC** | **$1,402.96** |
| **3. INLETS, TYPE C** | **$35,557.10** |
| **4. MANHOLES, P-7** | **$6,690.61** |
| **5. PIPE CULVERT, OPT. MATERIAL, ROUND** | **$9,470.96** |
| **6. FRENCH DRAIN** | **$16,598.45** |
| **7. POLLUTION RETARDANT BAFFLES** | **$3,240.00** |
| **8. CONCRETE SIDEWALK AND DRIVEWAY RESTORATION** | **$531.84** |
| **9. ROADWAY RESTORATION** | **$5,075.08** |
| **Proposal Total** | **$85,490.83** |

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Contractor's Price Proposal - Detail

**Date:** July 08, 2026

**Re:**

| | |
|---|---|
| IQC Master Contract #: | FL-R6-GC-092524-FEDC |
| Work Order #: | 157763.00 |
| Owner PO #: | |
| Title: | City of Oakland Park - Drainage improvements project |
| Contractor: | Florida Engineering and Development Corporation |
| Proposal Value: | $85,490.83 |

| | Sect. | Item | Mod. | UOM | Description | Line Total |
|---|---|---|---|---|---|---|
| Labor | Equip. | Material | (Excludes) | | | |
| **1. MOBILIZATION** | | | | | | |
| *1* | 01 71 13 | 00 0002 | | EA | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc. | $772.20 |
| | | | | | Quantity x Unit Price x Factor = Total | |
| | | | | Installation | 2.00 x 321.75 x 1.2000 = 772.20 | |
| | | | | | Drop off & Pick up of Roller | |
| *2* | 01 71 13 | 00 0003 | | EA | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. | $6,151.63 |
| | | | | | Quantity x Unit Price x Factor = Total | |
| | | | | Installation | 4.00 x 1,281.59 x 1.2000 = 6,151.63 | |
| | | | | | Drop off & Pick up of Excavator, Loader, and Roller | |
| **Subtotal for 1. MOBILIZATION** | | | | | | **$6,923.83** |
| **2. MAINTENANCE OF TRAFFIC** | | | | | | |
| *3* | 01 22 23 | 00 0231 | | EA | Placement And Removal Of Steel Roadway Plates | $292.57 |
| | | | | | Quantity x Unit Price x Factor = Total | |
| | | | | Installation | 7.00 x 34.83 x 1.2000 = 292.57 | |
| | | | | | DAILY MOT SETUP | |
| *4* | 01 22 23 | 00 0239 | | WK | 1" x 5' x 10' Steel Plate | $361.78 |
| | | | | | Quantity x Unit Price x Factor = Total | |
| | | | | Installation | 2.00 x 150.74 x 1.2000 = 361.78 | |
| | | | | | DAILY MOT SETUP | |
| *5* | 01 22 23 | 00 0259 | | LF | Cold Mix For Temporary Ramp Base, 6" At Edge Of Trench Plate | $661.92 |
| | | | | | Quantity x Unit Price x Factor = Total | |
| | | | | Installation | 280.00 x 1.97 x 1.2000 = 661.92 | |
| | | | | | 7 DAYS SETUP:<br><br>7 x 10' (Per Side) x 2 Sides = 280 LF | |
| *6* | 01 55 26 | 00 0165 | | EA | Placement And Removal Of Up To 250 Temporary Traffic Cones By Hand From Roadside Or Work Area | $20.02 |
| | | | | | Quantity x Unit Price x Factor = Total | |
| | | | | Installation | 12.00 x 1.39 x 1.2000 = 20.02 | |
| | | | | | DAILY MOT SETUP | |

**Work Order Number:** 157763.00
**Work Order Title:** City of Oakland Park - Drainage improvements project

## 2. MAINTENANCE OF TRAFFIC

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *7* | 01 55 26 00 0167 | EA | Placement And Removal Of Up To 250 Temporary Traffic Panels/Channelizers By Hand From Roadside Or Work Area | | | | | | | | $26.64 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 12.00 | x | 1.85 | x | 1.2000 | = | 26.64 | |
| | | | DAILY MOT SETUP | | | | | | | | |
| *8* | 01 55 26 00 0169 | EA | Placement And Removal Of Up To 250 Temporary Traffic Barricades By Hand From Roadside Or Work Area | | | | | | | | $40.03 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 12.00 | x | 2.78 | x | 1.2000 | = | 40.03 | |
| | | | DAILY MOT SETUP | | | | | | | | |

**Subtotal for 2. MAINTENANCE OF TRAFFIC** **$1,402.96**

## 3. INLETS, TYPE C

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *9* | 01 22 23 00 0346 | WK | 3/8 CY Hydraulic Excavator With Full-Time Operator | | | | | | | | $5,516.48 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 1.20 | x | 3,830.89 | x | 1.2000 | = | 5,516.48 | |
| | | | 4 INLETS INSTALLED: SCHEDULED CONTRACT TIME = 6 DAYS = 1.2 WEEKS | | | | | | | | |
| *10* | 01 22 23 00 0442 | WK | 2-1/2 CY, 119 HP, Heavy-Duty Construction Loader With Full-Time Operator | | | | | | | | $6,466.62 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 1.20 | x | 4,490.71 | x | 1.2000 | = | 6,466.62 | |
| | | | 4 INLETS INSTALLED: SCHEDULED CONTRACT TIME = 6 DAYS = 1.2 WEEKS | | | | | | | | |
| *11* | 33 42 31 00 0172 | EA | 8' Deep, 3' Diameter Precast Catch Basin | | | | | | | | $6,452.88 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 4.00 | x | 1,344.35 | x | 1.2000 | = | 6,452.88 | |
| | | | DRAINAGE STRUCTURE PRECAST BOX | | | | | | | | |
| *12* | 33 42 31 00 0539 | EA | 24" x 36" Cast Iron Catch Basin Frame And Cover | | | | | | | | $17,121.12 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 4.00 | x | 3,566.90 | x | 1.2000 | = | 17,121.12 | |
| | | | INLET FRAME AND COVER | | | | | | | | |

**Subtotal for 3. INLETS, TYPE C** **$35,557.10**

## 4. MANHOLES, P-7

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *13* | 01 22 23 00 0346 | WK | 3/8 CY Hydraulic Excavator With Full-Time Operator | | | | | | | | $1,838.83 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 0.40 | x | 3,830.89 | x | 1.2000 | = | 1,838.83 | |
| | | | 1 MANHOLE INSTALLED: SCHEDULED CONTRACT TIME = 2 DAYS = .4 WEEKS | | | | | | | | |
| *14* | 01 22 23 00 0442 | WK | 2-1/2 CY, 119 HP, Heavy-Duty Construction Loader With Full-Time Operator | | | | | | | | $2,155.54 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 0.40 | x | 4,490.71 | x | 1.2000 | = | 2,155.54 | |
| | | | 1 MANHOLE INSTALLED: SCHEDULED CONTRACT TIME = 2 DAYS = .4 WEEKS | | | | | | | | |
| *15* | 33 42 31 00 0180 | EA | 8' Deep, 4' Diameter Precast Catch Basin | | | | | | | | $2,019.88 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 1.00 | x | 1,683.23 | x | 1.2000 | = | 2,019.88 | |
| | | | MANHOLE STRUCTURE | | | | | | | | |
| *16* | 33 42 31 00 0319 | EA | 4' Diameter FDOT Type 7 Manhole Top | | | | | | | | $676.36 |
| | | | | Quantity | | Unit Price | | Factor | = | Total | |
| | | Installation | | 1.00 | x | 563.63 | x | 1.2000 | = | 676.36 | |
| | | | MANHOLE TOP | | | | | | | | |

**Subtotal for 4. MANHOLES, P-7** **$6,690.61**

**Work Order Number:** 157763.00
**Work Order Title:** City of Oakland Park - Drainage improvements project

## 5. PIPE CULVERT, OPT. MATERIAL, ROUND

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *17* | 01 | 22 | 23 | 00 0346 | | WK | 3/8 CY Hydraulic Excavator With Full-Time Operator | | | | | | | $3,677.65 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 0.80 | x | 3,830.89 | x | 1.2000 | = | 3,677.65 |
| | | | | | | | Solid Pipe Installation scheduled contract time = 4 days = .8 weeks | | | | | | | |
| *18* | 01 | 22 | 23 | 00 0442 | | WK | 2-1/2 CY, 119 HP, Heavy-Duty Construction Loader With Full-Time Operator | | | | | | | $4,311.08 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 0.80 | x | 4,490.71 | x | 1.2000 | = | 4,311.08 |
| | | | | | | | Solid Pipe Installation scheduled contract time = 4 days = .8 weeks | | | | | | | |
| *19* | 33 | 42 | 11 | 00 0281 | | LF | 12" Coupled, Smooth Interior, Double Wall, Corrugated High-Density Polyethylene (HDPE) Pipe | | | | | | | $469.63 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 16.00 | x | 24.46 | x | 1.2000 | = | 469.63 |
| | | | | | | | 16' of A2000 Pipe | | | | | | | |
| *20* | 33 | 42 | 11 | 00 0281 | 0048 | MOD | For <100, Add | | | | | | | $45.89 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 16.00 | x | 2.39 | x | 1.2000 | = | 45.89 |
| *21* | 33 | 42 | 11 | 00 0282 | | LF | 15" Coupled, Smooth Interior, Double Wall, Corrugated High-Density Polyethylene (HDPE) Pipe | | | | | | | $734.58 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 21.00 | x | 29.15 | x | 1.2000 | = | 734.58 |
| | | | | | | | 21' of 15" A2000 Pipe. | | | | | | | |
| *22* | 33 | 42 | 11 | 00 0282 | 0048 | MOD | For <100, Add | | | | | | | $232.13 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 78.00 | x | 2.48 | x | 1.2000 | = | 232.13 |

**Subtotal for 5. PIPE CULVERT, OPT. MATERIAL, ROUND** **$9,470.96**

## 6. FRENCH DRAIN

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *23* | 01 | 11 | 19 | 00 0002 | | EA | GSA Schedule Purchases - Contractor Multiplier May ApplyPurchases made by the contractor using the GSA Schedule will be reimbursed to the Contractor at the actual cost of the purchase.<br><br>The base cost of the purchase is $1.00, quantity will adjust cost to actual purchase cost, i.e.; quantity of 125 = $125.00 purchase. If there are multiple purchases, list each one separately and add a comment in the "note" block to identify the Purchase Contracts. Insert the appropriate quantity to adjust the base cost to the actual Purchase Contracts. The Adjustment Factor should be 1.00.<br><br>A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.<br><br>Excludes labor and equipment costs for installation. | | | | | | | $810.00 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 675.00 | x | 1.00 | x | 1.2000 | = | 810.00 |
| | | | | | | | Filter Fabric | | | | | | | |
| *24* | 01 | 22 | 20 | 00 0024 | | HR | PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only. | | | | | | | $1,118.40 |
| | | | | | | | | Quantity | | Unit Price | | Factor | | Total |
| | | | | | | | Installation | 16.00 | x | 58.25 | x | 1.2000 | = | 1,118.40 |
| | | | | | | | Pipelayer for Installation of Filter Fabric in A2000 French Drain | | | | | | | |

**Work Order Number:** 157763.00
**Work Order Title:** City of Oakland Park - Drainage improvements project

## 6. FRENCH DRAIN

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *25* | 01 22 23 00 0442 | | | WK | 2-1/2 CY, 119 HP, Heavy-Duty Construction Loader With Full-Time Operator | | | | | | | $4,311.08 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 0.80 | x | 4,490.71 | x | 1.2000 | = | 4,311.08 |
| | | | | | Excavator with Operator for French Drain Installation:<br><br>4 days = .8 weeks | | | | | | | |
| *26* | 01 22 23 00 0442 | | | WK | 2-1/2 CY, 119 HP, Heavy-Duty Construction Loader With Full-Time Operator | | | | | | | $4,311.08 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 0.80 | x | 4,490.71 | x | 1.2000 | = | 4,311.08 |
| | | | | | Loader for Installation: 4 Days = .8 Weeks | | | | | | | |
| *27* | 31 05 16 00 0008 | | | CY | #57 (3/8" To 1") Stone Aggregate Fill | | | | | | | $3,215.80 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 46.22 | x | 57.98 | x | 1.2000 | = | 3,215.80 |
| | | | | | 4' x 4' x 78 = 1248 CF / 27 = 46.22 CY | | | | | | | |
| *28* | 33 42 11 00 0302 | | | LF | 12" Coupled, Perforated, Smooth Interior, Double Wall, Corrugated High-Density Polyethylene (HDPE) Pipe | | | | | | | $1,056.67 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 36.00 | x | 24.46 | x | 1.2000 | = | 1,056.67 |
| | | | | | 36' of 12" Perforated A2000 Pipe | | | | | | | |
| *29* | 33 42 11 00 0302 | 0048 | | MOD | For <100, Add | | | | | | | $103.25 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 36.00 | x | 2.39 | x | 1.2000 | = | 103.25 |
| *30* | 33 42 11 00 0303 | | | LF | 15" Coupled, Perforated, Smooth Interior, Double Wall, Corrugated High-Density Polyethylene (HDPE) Pipe | | | | | | | $1,541.23 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 44.00 | x | 29.19 | x | 1.2000 | = | 1,541.23 |
| | | | | | 44' of 15" Perforated A2000 Pipe | | | | | | | |
| *31* | 33 42 11 00 0303 | 0048 | | MOD | For <100, Add | | | | | | | $130.94 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 44.00 | x | 2.48 | x | 1.2000 | = | 130.94 |

**Subtotal for 6. FRENCH DRAIN** **$16,598.45**

## 7. POLLUTION RETARDANT BAFFLES

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *32* | 01 11 19 00 0002 | | | EA | GSA Schedule Purchases - Contractor Multiplier May ApplyPurchases made by the contractor using the GSA Schedule will be reimbursed to the Contractor at the actual cost of the purchase.<br><br>The base cost of the purchase is $1.00, quantity will adjust cost to actual purchase cost, i.e.; quantity of 125 = $125.00 purchase. If there are multiple purchases, list each one separately and add a comment in the "note" block to identify the Purchase Contracts. Insert the appropriate quantity to adjust the base cost to the actual Purchase Contracts. The Adjustment Factor should be 1.00.<br><br>A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.<br><br>Excludes labor and equipment costs for installation. | | | | | | | $3,240.00 |
| | | | | | | Quantity | | Unit Price | | Factor | = | Total |
| | | | | | Installation | 2,700.00 | x | 1.00 | x | 1.2000 | = | 3,240.00 |
| | | | | | Purchase & Install PRB in Inlets | | | | | | | |

**Subtotal for 7. POLLUTION RETARDANT BAFFLES** **$3,240.00**

## 8. CONCRETE SIDEWALK AND DRIVEWAY RESTORATION

**Work Order Number:** 157763.00
**Work Order Title:** City of Oakland Park - Drainage improvements project

## 8. CONCRETE SIDEWALK AND DRIVEWAY RESTORATION

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *33* | 32 16 23 00 0004 | | SF | 6" Cast In Place Concrete Sidewalk | | | | | | | | | $387.36 |
| | | | Installation | Quantity 40.00 | x | Unit Price 8.07 | x | Factor 1.2000 | = | Total 387.36 | | | |
| | | | Sidewalk & Driveway Restoration | | | | | | | | | | |
| *34* | 32 16 23 00 0004 | 0091 | MOD | For Up To 100, Add | | | | | | | | | $144.48 |
| | | | Installation | Quantity 40.00 | x | Unit Price 3.01 | x | Factor 1.2000 | = | Total 144.48 | | | |

**Subtotal for 8. CONCRETE SIDEWALK AND DRIVEWAY RESTORATION** **$531.84**

## 9. ROADWAY RESTORATION

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *35* | 01 22 23 00 0192 | | WK | 5 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator | | | | | | | | | $1,685.73 |
| | | | Installation | Quantity 0.40 | x | Unit Price 3,511.93 | x | Factor 1.2000 | = | Total 1,685.73 | | | |
| | | | Roller for Compaction | | | | | | | | | | |
| *36* | 31 05 13 00 0009 | | CY | Crushed Lime Rock Maximum 3-1/2" | | | | | | | | | $876.96 |
| | | | Installation | Quantity 20.00 | x | Unit Price 36.54 | x | Factor 1.2000 | = | Total 876.96 | | | |
| | | | Limerock Base for Restoration | | | | | | | | | | |
| *37* | 32 12 13 19 0003 | | SY | Surface Prime Coat, 0.30 Gallon/SY | | | | | | | | | $145.14 |
| | | | Installation | Quantity 59.00 | x | Unit Price 2.05 | x | Factor 1.2000 | = | Total 145.14 | | | |
| | | | Prime Coat | | | | | | | | | | |
| *38* | 32 12 13 19 0003 | 0425 | MOD | For Up To 150, Add | | | | | | | | | $33.98 |
| | | | Installation | Quantity 59.00 | x | Unit Price 0.48 | x | Factor 1.2000 | = | Total 33.98 | | | |
| *39* | 32 12 16 13 0020 | | TON | Hand Placed Hot Mixed Asphalt 3,954 Lb./CYFor small areas not reachable by machine. Includes placement, rolling, finishing and sweeping. | | | | | | | | | $2,333.27 |
| | | | Installation | Quantity 7.00 | x | Unit Price 277.77 | x | Factor 1.2000 | = | Total 2,333.27 | | | |
| | | | Asphalt for Restoration | | | | | | | | | | |

**Subtotal for 9. ROADWAY RESTORATION** **$5,075.08**

## Proposal Total **$85,490.83**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

## Subcontractor Listing

**Date:** July 08, 2026

**Re:**

| | |
|---|---|
| IQC Master Contract #: | FL-R6-GC-092524-FEDC |
| Work Order #: | 157763.00 |
| Owner PO #: | |
| Title: | City of Oakland Park - Drainage improvements project |
| Contractor: | Florida Engineering and Development Corporation |
| Proposal Value: | $85,490.83 |

| Name of Contractor | Duties | Amount | % |
|---|---|---|---|
| No Subcontractors have been selected for this Work Order | | $0.00 | 0.00 |

## Florida Engineering & Development Corp.

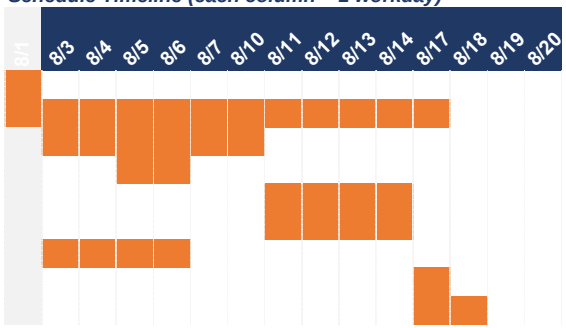
**Sourcewell - Oakland Park Drainage Improvement**

*Project Schedule (Gantt Chart)*

**Project Start Date:** **08/01/2026** *(edit this cell to shift the whole schedule)*

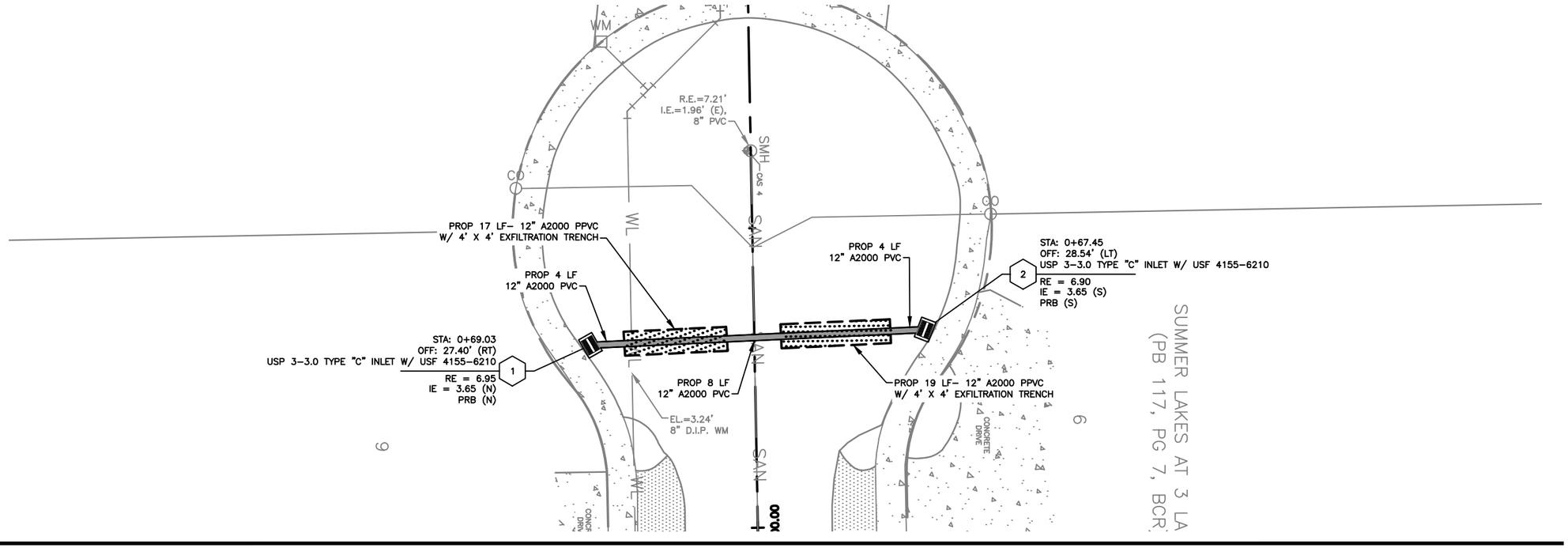
| ID | Task Description | Qty/Unit Ref | Duration (work days) | Start Date | End Date |
|---|---|---|---|---|---|
| 10 | MOBILIZATION | 1 LS | 1 | 08/01/26 | 08/01/26 |
| 20 | MAINTENANCE OF TRAFFIC | 1 LS | 12 | 08/01/26 | 08/17/26 |
| 30 | INLETS, TYPE C,<10' | 4 EA | 6 | 08/03/26 | 08/10/26 |
| 40 | MANHOLES, P-7, <10' | 1 EA | 2 | 08/05/26 | 08/06/26 |
| 50 | PIPE CULVERT, OPT. MATERIAL, ROUND (12" & 15") | 37 LF | 4 | 08/11/26 | 08/14/26 |
| 60 | FRENCH DRAIN, (12" & 15") | 80 LF | 4 | 08/11/26 | 08/14/26 |
| 70 | POLLUTION RETARDANT BAFFLES | 4 EA | 4 | 08/03/26 | 08/06/26 |
| 80 | CONCRETE SIDEWALK AND DRIVEWAYS, RESTORATION | 1 LS | 1 | 08/17/26 | 08/17/26 |
| 90 | ROADWAY RESTORATION | 1 LS | 2 | 08/17/26 | 08/18/26 |

***Schedule Timeline (each column = 1 workday)***




**Project Start:** 08/01/26
**Project Completion:** 08/18/26
**Total Duration (calendar days):** 18

**Legend:** Scheduled Work; Weekend




0 5 10 20

HORIZONTAL GRAPHIC SCALE
24" X 36" SCALE: 1" = 10'–0"
11" X 17" SCALE: 1" = 20'–0"

# PLAN VIEW

NOTES:
1. THE EXISTENCE AND LOCATION OF ANY UTILITIES SHOWN ON THESE PLANS ARE NOT GUARANTEED AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. NO UTILITY VERTICAL LOCATION HAS BEEN PERFORMED.
2. CONTRACTOR TO IDENTIFY AND ADJUST WATER AND SEWER SERVICES IN DIRECT CONFLICT WITH PROPOSED DRAINAGE AND COORDINATE WITH UTILITY PROVIDER. COSTS ARE TO BE CONSIDERED INCIDENTAL TO THE DRAINAGE IMPROVEMENTS PROPOSED.
3. ALL EXISTING PAVEMENT MARKINGS & SIGNAGE DAMAGED DURING CONSTRUCTION MUST BE REPLACED/RESTORED IN ACCORDANCE WITH MUTCD & APPLICABLE COUNTY AND OR CITY TRAFFIC ENGINEERING DEPARTMENT MINIMUM STANDARDS.
4. DEFLECTION OF FRANCHISE UTILITIES TO BE PERFORMED BY SERVICE PROVIDER. CONTRACTOR TO CONTACT THE UTILITY SERVICE PROVIDER AND COORDINATE THE UTILITY RELOCATIONS REQUIRED. COSTS TO BE CONSIDERED INCIDENTAL TO THE DRAINAGE IMPROVEMENTS PROPOSED.
5. CONTRACTOR TO PROVIDE TEMPORARY SHORING/SHEET PILING TO PROTECT EXISTING INFRASTRUCTURE AS NECESSARY. COSTS ARE TO BE CONSIDERED INCIDENTAL TO THE NEW DRAINAGE SYSTEM.
6. ALL RESTORATION REQUIRED IS TO BE CONSIDERED INCIDENTAL TO THE PROPOSED DRAINAGE SYSTEM PIPELINE COSTS AND ADDRESSED IN THE PIPELINE RELATED BID ITEMS.
7. ALL IMPACTED DRIVEWAYS WILL REQUIRE FULL DRIVEWAY APRON RESTORATION TO MATCH EXISTING GRADES.
8. SWALE AREAS IMPACTED BY CONSTRUCTION SHALL BE FULLY RESTORED TO MATCH EXISTING SOD TYPE AND EXISTING GRADES. SWALE RESTORATION TO BE CONSIDERED INCIDENTAL TO THE PROPOSED DRAINAGE PIPELINE COSTS IN THE BID.

PRELIMINARY

| NO. | DATE | REVISION | BY |
|---|---|---|---|

Date: 05/01/2025
Designed: OAR
Drawn: JL
Checked: OAR

APPROVED BY: ORLANDO A. RUBIO, P.E.
DATE
FLORIDA PROFESSIONAL ENGINEER NO. 48265

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1425 E. NEWPORT CENTER DRIVE
DEERFIELD BEACH, FLORIDA 33442
(954) 782–8222
CERTIFICATE. NO. LB0003110

PREPARED FOR:
CITY OF OAKLAND PARK

NW 43RD PLACE
DRAINAGE IMPROVEMENTS
PLAN

FILE NAME: 08–24–071–C–02–PLAN.dwg
LAST SAVED: 08/22/25 – 11:48am

CAS PROJECT NUMBER
08-24-071

SHEET
C–02

**Proposed Budget Amendment**

**15-Jul-26**

**DRAINAGE IMPROVEMENTS TO NW 43 PLACE (SUMMER LAKE SINGLE FAMILY HOMES**

Recommended Budget Amendment

| Type | Acct. Name & Number | Revised Budget | Recommended Amendment | Adjusted Budget |
|---|---|---|---|---|
| Expenditure | Contingency 40575590.499090 | $ 606,649 | $ (55,000) | $ 551,649 |
| Expenditure | Capital Outlay Infrastructure 40575538.463000 | $ 15,591,901 | $ 55,000 | $ 15,646,901 |

THE ABOVE LINES ARE PROVIDE ADDITIONAL FUNDING FOR THE DRAINAGE IMPROVEMENTS TO NW 43 PLACE (SUMMER LAKE SINGLE FAMILY HOMES) UTILIZING CONTINGENCY FUNDS.

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 15

MEETING DATE: 7/15/2026

**PREPARED BY:** Michele Johnson, Comptroller, Financial Services

Rhea Rivera, CGFM, Director, Financial Services

**DEPARTMENT HEAD APPROVAL:** FINANCIAL SERVICES

**SUBJECT:**
Financial Activity Report for the Period Ended May 31, 2026

**1. BACKGROUND/HISTORY**

The Monthly Financial Report is an unaudited snapshot of the City's performance.

**2. CURRENT ACTIVITY**

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**

For informational purposes only.

**ATTACHMENTS:**

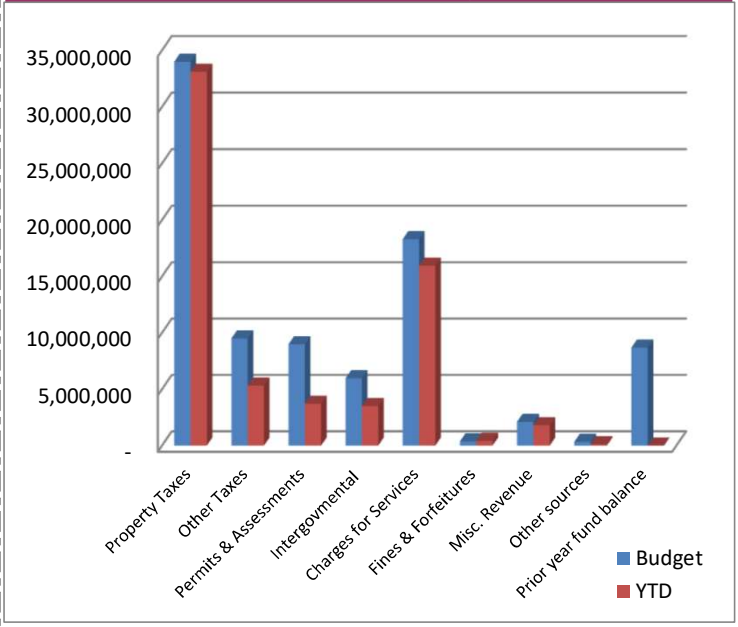
Financial Activity Report for the period ended May 31, 2026

# City of Oakland Park, Florida

## Financial Activity Report as of May 31, 2026

(67% of year elapsed)

### YTD-General Fund Revenues- Budget to Actual




### General Fund Revenues

| Revenues | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| Property Taxes | $ 33,989,596 | $ 33,090,223 | 97.4% |
| Other Taxes | 9,504,430 | 5,313,090 | 55.9% |
| Permits & Assessments | 8,985,071 | 3,708,732 | 41.3% |
| Intergovmental | 5,981,344 | 3,494,095 | 58.4% |
| Charges for Services | 18,302,299 | 15,951,200 | 87.2% |
| Fines & Forfeitures | 371,000 | 426,373 | 114.9% |
| Misc. Revenue | 2,111,158 | 1,805,824 | 85.5% |
| Other sources | 330,783 | 110,327 | 0.0% |
| Prior year fund balance | 8,695,801 | - | 0.0% |
| **Total Revenues** | $ 88,271,482 | $ 63,899,865 | 72.4% |

### General Fund Expenditures

| Expenditures | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| City Commission | $ 606,453 | $ 401,255 | 66.2% |
| City Manager | 2,114,047 | 1,169,081 | 55.3% |
| City Clerk | 919,957 | 459,055 | 49.9% |
| Human Resources | 1,076,314 | 557,361 | 51.8% |
| Risk Management | 1,967,948 | 1,310,288 | 66.6% |
| Legal | 739,500 | 609,572 | 82.4% |
| Financial Services | 1,932,651 | 1,197,445 | 62.0% |
| Information Technology | 1,732,788 | 1,063,306 | 61.4% |
| Police | 22,524,391 | 14,797,229 | 65.7% |
| Fire Rescue | 19,286,788 | 11,158,394 | 57.9% |
| Parks & Recreation | 5,371,039 | 3,038,561 | 56.6% |
| Library and Cultural Services | 1,129,117 | 644,001 | 57.0% |
| ECD-Planning & Zoning | 2,033,591 | 756,137 | 37.2% |
| ECD-Engineering & Const. Mgmt | 2,292,320 | 1,109,235 | 48.4% |
| BCS-Building & Permitting | 4,757,645 | 2,364,725 | 49.7% |
| BCS-Community Enhancement | 1,742,667 | 985,789 | 56.6% |
| Public Works Administration | 226,194 | 155,061 | 68.6% |
| Public Works - Streets | 4,310,124 | 1,913,355 | 44.4% |
| Public Works - Bldg Maint. | 2,320,429 | 1,430,356 | 61.6% |
| Public Works - Fleet | 2,503,440 | 1,367,538 | 54.6% |
| Publc Works - Parks Maintenance | 3,311,196 | 1,851,314 | 55.9% |
| Non-Departmental | 5,372,883 | 2,968,553 | 55.3% |
| **Total Expenditures** | 88,271,482 | 51,307,610 | 58.1% |
| **Excess(deficiency)** | $ - | $ 12,592,255 | |

### YTD-Total Citywide Expen. Budget

| Expenditures | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| Total Citywide Budget | $ 200,460,195 | $ 93,222,619 | 46.5% |

### Selected Other Funds

| Debt Service Fund | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| Ad Valorem - Debt Service | $ 3,048,260 | $ 2,948,787 | 96.7% |
| Interfund Transfers | 2,741,220 | 1,827,480 | 66.7% |
| Prior Year Fund Balance | 136 | - | 0.0% |
| **Total Revenues** | 5,789,616 | 4,776,267 | 82.5% |
| **Total Expenses** | 5,789,616 | 3,997,774 | 69.1% |
| **Excess(deficiency)** | $ - | $ 778,493 | |

| CRA Fund | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| Revenues | $ 47,322 | $ 35,085 | 74.1% |
| Other sources | 569,177 | 379,451 | 66.7% |
| Prior Year Fund Balance | 449,901 | 26,602 | 5.9% |
| **Total Revenues** | 1,066,400 | 441,138 | 41.4% |
| Expenses- Personal | 364,144 | 200,511 | 55.1% |
| -Operating | 555,238 | 226,626 | 40.8% |
| -Capital Outlay | - | - | 0.0% |
| -Other | 147,018 | 14,000 | 9.5% |
| **Total Expenses** | 1,066,400 | 441,138 | 41.4% |
| **Excess(deficiency)** | $ - | $ 0 | |

| Water & Sewer Fund | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| Revenues - Water | $ 14,603,675 | $ 10,392,671 | 71.2% |
| -Sewer | 11,147,000 | 7,805,699 | 70.0% |
| -Other | 540,000 | 604,053 | 111.9% |
| -Other sources | 15,000 | - | 0.0% |
| Prior Year Fund Balance | 6,051,485 | - | 0.0% |
| **Total Revenues** | 32,357,160 | 18,802,424 | 58.1% |
| Expenses: | | | |
| Water-Personal | 1,486,734 | 850,994 | 57.2% |
| -Operating | 10,497,875 | 6,562,160 | 62.5% |
| -Capital Outlay | 1,558,375 | 112,594 | 7.2% |
| -Debt Service | 1,478,735 | 436,518 | 29.5% |
| -Other | 256,000 | 2,047 | 0.8% |
| Total Water Expenses | 15,277,718 | 7,964,313 | 52.1% |
| Sewer-Personal | 1,373,000 | 744,966 | 54.3% |
| -Operating | 10,934,484 | 6,550,796 | 59.9% |
| -Capital Outlay | 3,043,224 | 1,150,304 | 37.8% |
| -Debt Service | 1,478,735 | 436,518 | 29.5% |
| -Other | 250,000 | - | 0.0% |
| Total Sewer Expenses | 17,079,442 | 8,882,584 | 52.0% |
| **Water/Sewer Expenses** | 32,357,160 | 16,846,897 | 52.1% |
| **Excess(deficiency)** | $ - | $ 1,955,527 | |

| Solid Waste Fund | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| Revenues - Residential | $ 3,703,987 | $ 3,584,732 | 96.8% |
| -Commercial | 6,283,600 | 4,894,617 | 77.9% |
| -Other | 211,500 | 316,898 | 149.8% |
| PY Fund Balance | 1,601,163 | - | 0.0% |
| **Total Revenues** | 11,800,250 | 8,796,247 | 74.5% |
| Expenses-Personal | 2,633,273 | 1,637,370 | 62.2% |
| -Operating | 6,270,163 | 3,707,943 | 59.1% |
| -Capital Outlay | 2,184,376 | 1,580,275 | 72.3% |
| -Debt Service | 512,438 | 248,635 | 48.5% |
| -Other | 200,000 | - | 0.0% |
| **Total Expenses** | 11,800,250 | 7,174,224 | 60.8% |
| **Excess(deficiency)** | $ - | $ 1,622,023 | |

| Stormwater Fund | Budget | Year-to-Date | YTD % |
|---|---|---|---|
| Revenues - Stormwater | $ 5,676,698 | $ 5,553,183 | 97.8% |
| -Other | 5,500,801 | 771,193 | 14.0% |
| -Other sources | 7,416,771 | 2,311 | 0.0% |
| Prior Year Fund Balance | 4,355,995 | - | 0.0% |
| **Total Revenues** | 22,950,265 | 6,326,687 | 27.6% |
| Expenses -Personal | 1,068,184 | 543,943 | 50.9% |
| -Operating | 2,362,877 | 1,282,884 | 54.3% |
| -Capital Outlay | 17,805,317 | 1,356,412 | 7.6% |
| -Debt Service | 1,107,238 | 339,455 | 30.7% |
| -Other | 606,649 | - | 0.0% |
| **Total Expenses** | 22,950,265 | 3,522,693 | 15.3% |
| **Excess(deficiency)** | $ - | $ 2,803,993 | |

# City of Oakland Park, Florida

## Financial Activity Report as of May 31, 2026

General Fund Expenditure Detail

| Dept/Division | Budget | YTD $ | ENC $ | YTD+ENC % |
|---|---|---|---|---|
| **City Commission** | | | | |
| Personal | 190,125 | 119,936 | - | 63.1% |
| Operating | 416,328 | 281,319 | 30,833 | 75.0% |
| Capital Outlay | - | - | - | 0.0% |
| Total City Comm. | $ 606,453 | $ 401,255 | $ 30,833 | 71.2% |
| **City Manager** | | | | |
| Personal | 1,796,844 | 1,031,379 | - | 57.4% |
| Operating | 317,203 | 137,703 | 8,728 | 46.2% |
| Capital Outlay | - | - | - | 0.0% |
| Total City Manager | $ 2,114,047 | $ 1,169,081 | $ 8,728 | 55.7% |
| **City Clerk** | | | | |
| Personal | 449,124 | 248,801 | - | 55.4% |
| Operating | 470,833 | 210,254 | 19,777 | 48.9% |
| Capital Outlay | - | - | - | 0.0% |
| Total City Clerk | $ 919,957 | $ 459,055 | $ 19,777 | 52.0% |
| **Human Resources** | | | | |
| Personal | 734,984 | 398,401 | - | 54.2% |
| Operating | 341,330 | 158,960 | 17,693 | 51.8% |
| Capital Outlay | - | - | - | 0.0% |
| Total HR | $ 1,076,314 | $ 557,361 | $ 17,693 | 53.4% |
| **Risk Managmt** | | | | |
| Operating | $ 1,967,948 | $ 1,310,288 | $ - | 66.6% |
| **Legal** | | | | |
| Operating | $ 739,500 | $ 609,572 | $ 55,263 | 89.9% |
| **Financial Services** | | | | |
| Personal | 1,563,602 | 934,044 | - | 59.7% |
| Operating | 369,049 | 263,401 | 34,733 | 80.8% |
| Capital Outlay | - | - | - | 0.0% |
| Total Financial Ser. | $ 1,932,651 | $ 1,197,445 | $ 34,733 | 63.8% |
| **Info. Tech.** | | | | |
| Personal | 759,110 | 510,130 | - | 67.2% |
| Operating | 883,678 | 518,605 | 89,254 | 68.8% |
| Capital Outlay | 90,000 | 34,571 | 48,128 | 91.9% |
| Total Information Tech. | $ 1,732,788 | $ 1,063,306 | $ 137,382 | 69.3% |
| **Police** | | | | |
| Personal | 325,000 | - | - | 0.0% |
| Operating | 22,199,391 | 14,797,229 | 7,424,797 | 100.1% |
| Total Police | $ 22,524,391 | $ 14,797,229 | $ 7,424,797 | 98.7% |
| **Fire Rescue** | | | | |
| Personal | 17,328,368 | 10,361,849 | - | 59.8% |
| Operating | 1,334,023 | 708,318 | 202,680 | 68.3% |
| Capital Outlay | 624,397 | 88,226 | 14,216 | 16.4% |
| Total Fire Rescue | $ 19,286,788 | $ 11,158,394 | $ 216,895 | 59.0% |
| **Parks & Rec.** | | | | |
| Personal | 2,383,775 | 1,376,515 | - | 57.7% |
| Operating | 2,446,900 | 1,604,220 | 426,417 | 83.0% |
| Capital Outlay | 504,243 | 34,956 | 364,145 | 79.1% |
| Grants & Aids | 36,121 | 22,870 | 400 | 64.4% |
| Total Parks & Recr. | 5,371,039 | 3,038,561 | 790,962 | 71.3% |
| **Non-Departmental** | | | | |
| Operating | 765,420 | 106,911 | 19,620 | 16.5% |
| Grants & Aids | 170,000 | 100,000 | - | 58.8% |
| Other Uses | 4,437,463 | 2,761,642 | - | 62.2% |
| Total Non-dept | $ 5,372,883 | $ 2,968,553 | $ 19,620 | 55.6% |
| **Total General Fund** | $ 88,271,482 | $ 51,307,610 | $ 11,118,788 | 70.7% |

| Dept/Division | Budget | YTD $ | ENC $ | YTD+ENC % |
|---|---|---|---|---|
| **Library and Cultural Services** | | | | |
| Personal | 754,836 | 431,157 | - | 57.1% |
| Operating | 374,281 | 212,844 | 48,660 | 69.9% |
| Capital Outlay | - | - | - | 0.0% |
| Total P&L-Library | $ 1,129,117 | $ 644,001 | $ 48,660 | 61.3% |
| **ECD- Plan. & Zoning** | | | | |
| Personal | 926,375 | 528,383 | - | 57.0% |
| Operating | 1,107,216 | 227,754 | 103,052 | 29.9% |
| Capital Outlay | - | - | - | 0.0% |
| Total Plan/Zoning | $ 2,033,591 | $ 756,137 | $ 103,052 | 42.2% |
| **ECD- Engineering & Const. Mgmt** | | | | |
| Personal | 1,269,341 | 774,877 | - | 61.0% |
| Operating | 1,022,979 | 334,358 | 68,867 | 39.4% |
| Capital Outlay | - | - | - | 0.0% |
| Total Engineering | $ 2,292,320 | $ 1,109,235 | $ 68,867 | 51.4% |
| **BCS- Bldg & Permitting** | | | | |
| Personal | 2,554,440 | 1,394,148 | - | 54.6% |
| Operating | 2,053,205 | 856,340 | 630,205 | 72.4% |
| Capital Outlay | 150,000 | 114,237 | - | 76.2% |
| Total Bldg/Permits | $ 4,757,645 | $ 2,364,725 | $ 630,205 | 62.9% |
| **BCS- Community Enhancement** | | | | |
| Personal | 1,227,104 | 763,070 | - | 62.2% |
| Operating | 505,563 | 222,719 | 106,408 | 65.1% |
| Grants & Aids | - | - | - | 0.0% |
| Capital Outlay | 10,000 | - | - | 0.0% |
| Total Comm. Enhancement | $ 1,742,667 | $ 985,789 | $ 106,408 | 62.7% |
| **Public Works Admin.** | | | | |
| Personal | 202,682 | 139,913 | - | 69.0% |
| Operating | 23,512 | 15,148 | 2,857 | 76.6% |
| Capital Outlay | - | - | - | 0.0% |
| Total PW-Admin | $ 226,194 | $ 155,061 | $ 2,857 | 69.8% |
| **Public Works - Streets** | | | | |
| Personal | 617,363 | 299,412 | - | 48.5% |
| Operating | 3,265,649 | 1,382,044 | 471,572 | 56.8% |
| Grants & Aids | 3,000 | - | - | 0.0% |
| Capital Outlay | 424,112 | 231,900 | - | 54.7% |
| Total PW-Street | $ 4,310,124 | $ 1,913,355 | $ 471,572 | 55.3% |
| **Public Works - Bldg Maint.** | | | | |
| Personal | 985,001 | 635,100 | - | 64.5% |
| Operating | 1,217,022 | 711,850 | 254,248 | 79.4% |
| Capital Outlay | 118,406 | 83,406 | - | 70.4% |
| Total Building Maint. | $ 2,320,429 | $ 1,430,356 | $ 254,248 | 72.6% |
| **Public Works - Fleet** | | | | |
| Personal | 772,680 | 471,957 | - | 61.1% |
| Operating | 1,706,627 | 871,448 | 422,302 | 75.8% |
| Capital Outlay | 24,133 | 24,133 | - | 0.0% |
| Total Fleet | $ 2,503,440 | $ 1,367,538 | $ 422,302 | 71.5% |
| **Public Works - Parks Maintenance** | | | | |
| Personal | 1,201,893 | 711,529 | - | 59.2% |
| Operating | 1,680,412 | 960,011 | 200,579 | 69.1% |
| Capital Outlay | 428,891 | 179,774 | 53,355 | 54.4% |
| Total PW- Parks Maint. | $ 3,311,196 | $ 1,851,314 | $ 253,934 | 63.6% |

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 16

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Claudelle Rose, Program Manager Engineering and Community Development<br><br>Melissa Alvarado, Budget and Grants Analyst Engineering and Community Development<br><br>Brad Ostroff, Interim Director Engineering and Community Development | **DEPARTMENT HEAD APPROVAL:** | ECD - Engineering/Construction |

**SUBJECT:** Grants Initiatives Status Report

**1. BACKGROUND/HISTORY**

**2. CURRENT ACTIVITY**

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**

Report Only

**ATTACHMENTS:**

Grants Status Report

| Grant Initiatives Summary | | |
|---|---|---|
| **Awarded Grants** | | |
| **Funding Available** | **Amount Awarded** | **Grant Awarded/Project** |
| **Total** | **$ 72,949,888.07** | |
| 2015 | $ 1,100,000.00 | BRP/Prospect Plaza Parking Lot Construction |
| 2015 | $ 100,000.00 | 2015 Highway Beautification Grant/Powerline Road Medians |
| 2015 | $ 948,250.00 | Transportation Alternative Program/Park Lane Phase V: NW 38th Street from Powerline Road to Royal Park Drive |
| 2015 | $ 5,000.00 | 2015 FLMS Love your Lake Grant/ Twin Lakes South |
| 2015 | $ 10,225.77 | Firehouse Subs/ Bullex fire extinguisher training system |
| 2015 | $ 7,957,838.00 | Hazard Mitigation Grant Program/ LERIX Total Grant Funding |
| 2015 | $ 156,068.00 | 41st Year CDBG-Bid Pack 11 NE 3rd Avenue Drainage/Improvements |
| 2016 | $ 40,475.00 | Broward County Tree Planting Grant |
| 2016 | $ 15,000.00 | Urban Forestry Grant Program/Tree Planting on North Dixie Highway |
| 2016 | $ 550,000.00 | BRP/Downtown Connector to Jaco Pastorius Park Project |
| 2016 | $ 200,000.00 | Recreational Trails Program/Nature Trail |
| 2016 | $ 15,000.00 | Urban Forestry Grant Program/Nature Trail |
| 2016 | $ 30,000.00 | Coastal Partnership Initiative (Nature Trail) |
| 2016 | $ 500,000.00 | Cultural Facilities Grant - Identifying Main Street a cultural venue |
| 2016 | $ 171,068.00 | 42nd Year Community Development Block Grant- Surface Lot at NE 34th Street and N. Dixie Highway |
| 2016 | $ 50,000.00 | Florida Recreational Development Assistance Program (FRDAP) Veteran's Park Playground (Playground, Trails, Picnic Facility, Support Facilities) |
| 2017 | $ 60,000.00 | South Florida Transit Oriented Development (SFTOD) Grant (DMUD) |
| 2017 | $ 17,500.00 | Broward Cultural Tourism Grant |
| 2017 | $ 100,000.00 | FL Highway Beautification Grant Program - FDOT (W OPB Medians) |
| 2017 | $ 100,000.00 | S FL Water Management District Grant (Bid Pack 8) |
| 2018 | $ 928,092.00 | FDOT Local Agency Program Project - Andrews Avenue Roadway Improvement |
| 2018 | $ 7,000.00 | Urban Forestry Grant - Stunson Nature Trail |
| 2018 | $ 21,900.00 | Broward Cultural Tourism Grant |
| 2018 | $ 20,000.00 | TD Bank Green Initiative Grant for tree planting along NW 5th Avenue from W Prospect Road to NW 40th Street. |
| 2018 | $ 160,829.00 | 43rd Year Community Development Block Grant (CDBG) |
| 2019 | $ 185,579.00 | 44th Year Community Development Block Grant (CDBG) |
| 2019 | $ 250,000.00 | Small Community Lighting Retrofit Grant Program - FL. Dept. Energy |
| 2019 | $ 669,890.00 | FDOT Local Agency Program Project: NW 10th Avenue - Park Lane to Prospect Road |
| 2020 | $ 31,946.00 | FL Dep't of State - General Programming Support for Downtown Event Programming |
| 2020 | $ 75,000.00 | FL Resilient Coastline Program (FRCP) - FDEP - The City will complete an Flood & Vulnerability Assessment and develop implementation strategies and potential updates to the Comprehensive Plan |
| 2020 | $ 459,345.75 | SAFER - Staffing for Adequate Fire & Emergency Response |
| 2020 | $ 100,000.00 | US Conference of Mayors and the American Beverage Association - Oakland Park Paddle Club Program |
| 2020 | $ 57,000.00 | Department of Justice - Covid-19 expenses for PPE |
| 2021 | $ 193,442.10 | 46th Community Development Block Grant (CDBG) - Giusti Park |
| 2021 | $ 922,749.00 | Safe Routes to School (SRTS) - Lloyd Estates Elementary School - Sidewalk Connectivity. |
| 2021 | $ 1,000,000.00 | Hazard Mitigation Grant Program - PW/EOC Hardening |

| | | | |
|---|---|---|---|
| 2021 | $ | 450,000.00 | Hazard Mitigation Grant Program - Fire Station 87 Hardening Project |
| 2021 | $ | 546,751.50 | Hazard Mitigation Grant Program - ECD/Sheriff Municipal Building Hardening and Retrofit |
| 2022 | $ | 1,085,846.40 | Hazard Mitigation Grant Program - Existing Fire Station 20, Wind Retrofit and Generator |
| 2021 | $ | 250,000.00 | Land & Water Conservation Fund (LWCF) - Improvements to North Andrews Gardens Recreation playground area |
| 2022 | $ | 3,181,806.00 | Complete Streets and Other Localized Initiatives Project - Oakland Park Elementary School Sidewalk Connectivity |
| 2022 | $ | 2,017,747.00 | Complete Streets and Other Localized Initiatives Project - Lakeside Sidewalk Connectivity |
| 2022 | $ | 511,721.00 | Complete Streets and Other Localized Initiatives Project - Floranada Road Sidewalk Connectivity |
| 2022 | $ | 1,104,747.00 | FDOT Local Agency Program Project - NE 13th Avenue Sidewalk and Drainage Improvements |
| 2022 | $ | 105,306.00 | Highway Beautification Program Grant - W OPB Phase 2: Median Improvements |
| 2022 | $ | 50,000.00 | FRDAP - Carter Woodson Park Improvements |
| 2022 | $ | 50,000.00 | FRDAP - Lloyd Estate Park Improvements |
| 2022 | $ | 20,000.00 | Urban & Community Forestry Tree Planting - City Park |
| 2022 | $ | 70,049.00 | FL Dep't of State - General Program Support Grant for Downtown Cultural Programming |
| 2022 | $ | 50,000.00 | Small Matching Grant Program - Pioneer House Assessment |
| 2022 | $ | 215,000.00 | 47th Year CDBG - Richard E. Giusti Heart Par Cours Park |
| 2022 | $ | 10,000.00 | Urban Forestry Grant - Carter Woodson |
| 2022 | $ | 50,000.00 | Urban Community Gardens - Carter Woodson |
| 2022 | $ | 500,000.00 | African American Culture & History Grant -Carter Woodson |
| 2022 | $ | 50,000.00 | FRDAP - Wimberly Field Lighting |
| 2022 | $ | 330,000.00 | County Surtax - Oakland Park Blvd. Landscaping |
| 2022 | $ | 7,875,000.00 | County Surtax - Mast Arms |
| 2022 | $ | 150,000.00 | County Surtax - FEC/CSX Crossings Study |
| 2022 | $ | 2,981,440.00 | County Surtax - Milling and Resurfacing (Rehab and Maintenance) |
| 2023 | $ | 383,744.00 | Rebuild Florida Critical Facility Hardening - Fire Station 87 |
| 2023 | $ | 2,249,521.00 | Complete Streets & Other Localized Initiatives (CSLIP) - NW 21 Avenue (South of OPB) Green Bike Lanes (whole corridor) |
| 2023 | $ | 1,000,000.00 | LWCF - City Park East - Stevens Field |
| 2024 | $ | 2,105,139.00 | Transportation Alternative Program: NE 34th Court from NE 12th Terrace to NE 16th Avenue |
| 2026 | $ | 1,905,282.00 | Complete Streets & Other Localized Initiatives (CSLIP) - NE 12 Terrace |
| 2022 | $ | 2,500,000.00 | Resilient Florida - Fire Station 9 |
| 2022 | $ | 1,893,476.00 | Resilient Florida - NW 13th Avenue |
| 2022 | $ | 5,000,000.00 | Resilient Florida - Outfall Replacement |
| 2023 | $ | 190,000.00 | 48th Year CDBG - Carter Woodson |
| 2023 | $ | 400,000.00 | Recreational Trails Program- Royal Palm Park Trails |
| 2023 | $ | 500,000.00 | Library Construction Grant - City Centennial Park Phase 2 |
| 2023 | $ | 1,209,130.00 | Resilient Florida - City Centennial Park Stormwater |
| 2023 | $ | 2,388,772.00 | Resilent Florida- Emerald Lake Flood Protection |
| 2023 | $ | 2,375.00 | City Catalyst Grant Program - Free Little Libraries |
| 2023 | $ | 400,000.00 | Recreational Trails Program- Veterans Park |
| 2023 | $ | 175,000.00 | 2023 Integrated Water Resources Planning Grant (IWRP) -City Centennial Park Stormwater Capture and Reuse Project |
| 2023 | $ | 61,517.00 | Florida Inland Navigation District Waterway Assistance Program - Dewey Hawkins Boat Ramp |
| 2023 | $ | 116,000.00 | Resilient- Vulnerability Assessment |
| 2023 | $ | 76,520.00 | Energy Efficiency and Conservation Block Grant - Royal Palm Park Lighting Replacement |
| 2023 | $ | 900,000.00 | Environmental Protection Agency Community Grants - Middle River Water Quality Improvement Project |
| 2023 | $ | 191,018.00 | 49th Community Development Block Grant (CDBG) - Giusti Park |
| 2023 | $ | 300,000.00 | United States Environmental Protection Agency - Community Project Funding - Inflow/Infiltration |
| 2023 | $ | 35,000.00 | The Florida Digital Service - Florida Local Government Cybersecurity Grant |
| 2024 | $ | 210,842.00 | FDOT - Highway Beautification Grant Program - Dixie Highway |
| 2024 | $ | 2,000,000.00 | Florida Department of CommerceOffice of Broadband Multi-Purpose Community Facility Projects - Community Library and Technology Hub Enhancements |
| 2024 | $ | 60,000.00 | Coastal Partnership Initiative- J. Dewey Hawkins Landing Waterfront Access |
| 2024 | $ | 200,000.00 | FRDAP - Open-Air Seating and Performance Space at City Centennial Park |

| | | | |
|---|---|---|---|
| 2024 | $ | 150,000.00 | FRDAP - North Andrews Gardens Neighborhood Park Improvements |
| 2024 | $ | 2,500,000.00 | Outdoor Recreation Legacy Partnership - City Park Redevelopment |
| 2024 | $ | 300,000.00 | Land and Water Conservation Fund - J. Dewey Hawkins Landing Improvements |
| 2024 | $ | 194,879.00 | 50th Year Community Development Block Grant - City Centennial Park |
| 2025 | $ | 200,000.00 | Safe Streets and Roads for All - Comprehensive Safety Action Plan |
| 2025 | $ | 1,000,000.00 | Railroad Crossing Elimination Grant - NE 36th Street Crossing Elimination |
| 2025 | $ | 275,000.00 | Resilient Florida Planning Grant - Oakland Park and Wilton Manors Joint Adaptation Plan |
| 2025 | $ | 200,000.00 | Florida Boating Improvement Program - J. Dewey Hawkins Landing |
| 2025 | $ | 250,000.00 | FY 2025-26 State Appropriations Request - 36th Street Railroad Crossing Safety |
| 2025 | $ | 15,093.55 | Urban Community Forestry (PPIC) - Lady Lake Urban Reforestation |
| 2026 | $ | 2,500.00 | Florida League of Cities City Catalyst Grant - Community Library & Technology Hub Enhancements |
| 2025 | $ | 300,000.00 | 2025 Florida Inland Navigation District - J. Dewey Hawkins Landing |
| 2025 | $ | 197,638.00 | 51st Year Community Development Block Grant - Glenwood Garden |
| 2025 | $ | 50,000.00 | Broward County Cultural Events Grant - Holiday Village |
| 2025 | $ | 471,137.00 | Surtax Grant Match Program - NE 13th Avenue |
| 2026 | $ | 200,000.00 | FRDAP - Glenwood Garden |
| 2026 | $ | 187,500.00 | 2025 Watershed Planning Grant - Royal Palm Lakes Watershed |
| 2026 | $ | 50,000.00 | Urban Community Forestry (PPIC) - Glenwood Garden |
| 2026 | $ | 50,000.00 | Urban Community Forestry - Lady Lake Urban Reforestation Phase 2 |
| 2026 | $ | 250,000.00 | Hurricane Loss Mitigation Program - City Centennial Operations Building Hardening |
| 2028 | $ | 552,779.00 | Broward County Surtax - NE 6th Avenue Improvements |
| 2028 | $ | 235,414.00 | Broward County Surtax - NW 39th Street Improvements |

## Submitted/ Pending Grants

| Funding Available | Grant Amount | Grant Agency/Project |
|---|---|---|
| **Total** | **$ 50,112,737.92** | |
| TBD | $ 50,000.00 | FY27 Broward County Arts & Cultural Festival and Special Event Sponsorship Program - Oktoberfest |
| TBD | $ 801,000.00 | Safe Streets and Roads for All - NW 44th Street Safety Improvements |
| TBD | $ 6,272,000.00 | Railroad Crossing Elimination Implementation Grant - NE 36th Street Crossing Elimination |
| TBD | $ 200,000.00 | 52nd Year Community Development Block Grant - CRA Improvements - West Dixie Sidestreets |
| TBD | $ 1,200,000.00 | 26-27 Federal Appropriations Request - 44th Street Safety Improvements |
| TBD | $ 850,000.00 | 26-27 Federal Appropriations Request - City Centennial Park |
| TBD | $ 1,500,000.00 | 26-27 Federal Appropriations Request - Youth Learning Center (Municipal Building) |
| TBD | $ 75,000.00 | Urban and Community Forestry - Natural Disaster - City Centennial Park Tree Canopy |
| TBD | $ 623,081.31 | Safe Routes to School - NE 35th Street Sidewalk Improvements Project |
| TBD | $ 15,667,332.00 | EPA Community Change Grant (Urban League lead applicant) - Oakland Park Greenscape |
| TBD | $ 19,996,419.61 | EPA Community Change Grant Greater Fort Lauderdale Transportation Management Association lead applicant) - Green Mobility for Community Strength and Climate Resilience |
| TBD | $ 50,000.00 | Arbor Day Foundation - Glenwood Garden |
| TBD | $ 100,000.00 | TRAIL-GO - J. Dewey Hawkins Landing |
| TBD | $ 150,000.00 | 26-27 General Program Support - Downtown Cultural Programming |
| TBD | $ 37,500.00 | Surtax Grant Match Program - Safe Streets and Roads for All |
| TBD | $ 878,125.00 | Resilient Florida - City Centennial Park Stormwater Facility |
| TBD | $ 150,000.00 | 2025 Childhood Obesity Prevention/Environmental Health & SustainabilityAwards - Glenwood Garden |
| TBD | $ 500,000.00 | FY 2026-27 State Appropriations Request - City Centennial Park |
| TBD | $ 300,000.00 | FY 2026-27 State Appropriations Request - Glenwood Garden |
| TBD | $ 500,000.00 | FY26 Resilient Broward Culvert Grant Program - Coral Lakes Stormwater Improvements |
| TBD | $ 15,000.00 | 25-26 FDOT Keep America Beautiful Affiliate Grant Program - Keep Oakland Park Beautiful |
| TBD | $ 197,280.00 | State and Local Cybersecurity Grant Program - SCADA Telemetry System Hardening |

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 17

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | Skip Margerum, Community Enhancement Manager<br><br>Brad Ostroff, Interim Director of Building and Community Services Department | **DEPARTMENT HEAD APPROVAL:** | Building and Community SRV - Code |

**SUBJECT:** Community Enhancement Division 2nd Quarter Update

## 1. BACKGROUND/HISTORY

The Community Enhancement Division is providing an update on the following major initiatives:

**•Neighborhood Code Compliance Initiative**
The Neighborhood Code Compliance Initiative is an ongoing effort aimed at enhancing the quality of life in various neighborhoods throughout the City. A dedicated team of officers is deployed to work collaboratively, identifying properties that are in violation of the City's Code of Ordinances. The team takes a proactive approach by informing property owners of the identified issues and providing guidance on how to rectify them. If necessary, Notices of Violations are issued to ensure compliance. This initiative is crucial for maintaining the aesthetic and safety standards of our residential areas.

**•Lien Compliance Initiative**
The Lien Compliance Initiative focuses on addressing code violations, fines, and liens associated with both commercial and residential properties. The primary objective is to assist property owners in resolving these issues effectively. The initiative involves reaching out to property owners, informing them of their outstanding violations, and providing support to help them achieve compliance. Additionally, the initiative aims to negotiate and settle outstanding liens, thereby alleviating the financial burden on property owners and ensuring that properties are brought up to code. This initiative not only helps in maintaining property values but also contributes to the overall well-being of the

community.

## 2. CURRENT ACTIVITY

### Neighborhood Code Compliance Initiative:

During the preceding quarter (January through April), the Community Enhancement Division focused its efforts on the City's major commercial corridors, particularly Federal Highway, Commercial Boulevard, and Oakland Park Boulevard. Businesses were identified for code compliance issues, and courtesy notices were issued addressing window signage, landscaping, and parking lot maintenance deficiencies. To date, four cases have been brought before the Special Magistrate, and staff continues to work proactively with business owners to improve the appearance and overall condition of these corridors.

### Lien Compliance Initiative Update:

This past Quarter, PropLogix continues to contact property owners who owe fines and fees. During this Quarter, they have successfully closed eight (8) cases and collected $65,552 for the City.

#### Staff Actions:

This last Quarter, Community Enhancement Officers have completed:

• 3632 Total inspections
• 67% of the cases were proactive, self-initiated cases
• 71 Business tax/Certificate of use inspections were conducted
• 443 Bulk Trash piles were cited
• 1081 Illegal signs removed

### Interdepartmental Collaborations:

Last Quarter, working with the Business Regulatory Unit, and Salvus Consulting, the Division issued:

- 5 new Short-term Rental Permits
- 11 renewals
- 13 Short Term Rental (STR) inspections conducted
- 10 STR cases forwarded to the Community Enhancement Division for violations
- Collected $4,541 in delinquent Business Tax Receipt (BTR) fees
- Salvus consulting corrected 7 BTR invoices in ENERGOV
- Fort Lauderdale Behavioral Health CFS project - continued monitoring the Calls for Service report from the Broward Sheriff's Office (BSO).

Community Enhancement and BSO are collaborating to address the growing issue of junk and inoperable vehicles being parked throughout the warehouse district in the 1800 block of NW 29th Street. This initiative is currently in the planning phase and is focused on developing a coordinated approach to improve the appearance, safety, and overall functionality of the area.

As an initial step, property owners and tenants within the affected area will be invited to attend an informational meeting. The purpose of the meeting is to discuss the concerns associated with the storage and parking of junk vehicles, review applicable City codes and regulations, and provide an opportunity for stakeholders to ask questions and offer input. Through education, communication, and partnership, the City and BSO hope to gain voluntary compliance while fostering a cleaner, safer, and more attractive business environment for all property owners, tenants, and visitors to the area.

Additional enforcement and compliance strategies may be discussed as the initiative progresses, with the goal of achieving long-term improvements throughout the warehouse district.

## 3. FINANCIAL IMPACT

Not Applicable

## 4. RECOMMENDATION

Report Only

**ATTACHMENTS:**

Collection report

| Mar-26 | CASE # | FOLIO | ADDRESS | OWNER | Date Paid | ORIGINAL AMT | NEGOTIATED AMT | AMT PAID | % COLLECTED | AMT TO ORANGE LIEN | AMT TO CITY | TOTAL AMOUNT COLLECTED FOR CITY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CODE202401000011938 | 494229370010 | 3090 W Oakland Park Blvd | CVS | 3/30/2026 | $38,750.00 | $17,438.00 | $17,988.00 | 45.00% | $3,487.60 | $14,500.40 | $14,500.40 |

| Apr-26 | CASE # | FOLIO | ADDRESS | OWNER | Date Paid | ORIGINAL AMT | NEGOTIATED AMT | AMT PAID | % COLLECTED | AMT TO ORANGE LIEN | AMT TO CITY | TOTAL AMOUNT COLLECTED FOR CITY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| None | | | | | | | | | | | | |

| May-26 | CASE # | FOLIO | ADDRESS | OWNER | Date Paid | ORIGINAL AMT | NEGOTIATED AMT | AMT PAID | % COLLECTED | AMT TO ORANGE LIEN | AMT TO CITY | TOTAL AMOUNT COLLECTED FOR CITY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 153170, 192141, 179490 | 494222081730 | 4141 N Andrews Ave | Monde Investments | 5/20/2026, 5/29/2026 | $14,500.00 | $4,350.00 | $4,975.00 | 30.00% | $870.00 | $4,105.00 | |
| | 151653, 139511 | 494223060250 | 1621 NE 34 Dr | Karen L Dean | 5/11/2026 | $1,700.00 | $765.00 | $1,115.00 | 45.00% | $153.00 | $962.00 | $5,067.00 |

| Jun-26 | CASE # | FOLIO | ADDRESS | OWNER | Date Paid | ORIGINAL AMT | NEGOTIATED AMT | AMT PAID | % COLLECTED | AMT TO ORANGE LIEN | AMT TO CITY | TOTAL AMOUNT COLLECTED FOR CITY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CODE202209000005929, CODE202310000011643 | 494223160020 | 1574 NE 38 St | 1574 NE 38 ST FLRE LLC | 6/2/2026 | $221,150.00 | $56,262.00 | $57,237.00 | 25.44% | $11,252.40 | $45,984.60 | $45,984.60 |

| TOTAL AMOUNT COLLECTED FOR CITY March 2025-June 2026 |
|---|
| $65,552.00 |

# CITY OF OAKLAND PARK, FLORIDA
# CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 18

MEETING DATE: 7/15/2026

| | | | |
|---|---|---|---|
| **PREPARED BY:** | City Attorney Office | **DEPARTMENT HEAD APPROVAL:** | CITY CLERK |

**SUBJECT:** 7-15-26 City Attorney Report

**1. BACKGROUND/HISTORY**

**2. CURRENT ACTIVITY**

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**

**ATTACHMENTS:**

City Attorney Report 07-15-26

**CITY ATTORNEY ACTIVITY REPORT**

**CITY COMMISSION AGENDA**

July 15, 2026
6:30 PM

## AGENDA PREPARATION

## RESOLUTIONS/AGENDA ITEMS:

1. Resolution of Support for Grant Application for the Roads for Economic Vitality for the Main Street/NE 12th Ave Project
2. Approval of Amendment No. 9 to the FDOT Landscape Maintenance Memo of Agreement for Commercial Blvd. Landscape Improvements.
3. Approval for an Agreement to Maintain Landscaping with McDonald's Corporation for Landscape Improvement Adjacent to 1352 East Commercial Blvd.
4. Approval of Project Specific Interlocal Agreement between the City and Broward County for Surtax-Funded CSX and FEC Crossing Safety Study
5. Approval of Work Authorization with The Corradino Group, Inc. for CSX and FEC Crossing Safety Study and Multimodal Safety Assessment
6. Fire Assessment Adoption of Preliminary Rates
7. Solid Waste Assessment Adoption Preliminary Residential Rates
8. Stormwater Assessment Adoption of Preliminary Rates
9. Adoption of FY 2027 Preliminary Operating and Debt Service Millage Rates and Establishment of Time, Date, and Location for Public Hearing and Adoption of Tentative FY 2027 Operating Debt Service Millage Rates
10. Amendment to ILA for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County

## ORDINANCES

## LITIGATION/ADMINISTRATIVE PROCEEDINGS:

1. Oakland Park Dixie v. School Board Broward County, et al. Case No.: CACE 26-003633
2. Father Robert Caudill, All Saints Catholic Mission, Inc. v. City of Oakland Park, Florida
3. Power Financial Credit vs. 4900 Powerline LLC , City of Oakland Park et al (Foreclosure)
4. Space Coast Union (Richard Smith/ Derick Bolinder) vs. City of Oakland Park (Foreclosure)
5. NewRez LLC vs. Bolinder, Derick, City of Oakland Park et al (Foreclosure)
6. Aleksandr Veksler Plaintiff vs. Anthony Younglove, et al Defendant (Foreclosure)
7. Newtek Small Business Finance vs DYC, LLC, City of Oakland Park Florida et al (Foreclosure)

## LITIGATION (monitoring)

1) Jerson Velazquez Ordonez vs. City of Oakland Park et al
2) Coty Dean Griffiths v. Oakland Park (Auto Negligence)
3) Michelle Garcia v Cypress Lakes Owner, LLC (Trip and Fall/Negligence)
4) Allan Sendel vs. Oakland Park (Negligence)

5) Personal Injury Claim - Gregory Yusaf
6) Charles Payne vs. City of Oakland Park (Negligent Retention)
7) Maria Bernadette Garguilo v. City of Oakland Park Case: 2025 CA 00531 (Auto Negligence claim)
8) Joseph DiMarco v. City of Oakland Park et. al. (Personal Injury claim)
9) Dallas Pralle v. City of Oakland Park (Personal Injury claim)

**MUNICIPAL PROSECUTIONS**

- No cases pending.

**MISCELLANEOUS**

1. Prepare for closing Horizon project
2. City of Oakland Park/ Oakland Storage
3. Community Enhancement/ Code Lien Reduction Policy

**BOARDS**

- Code Enforcement Board
- Unsafe Structures Board
- P&Z Board
- Board of Adjustment
- GEPP Board