



# **CITY OF TAMARAC REGULAR CITY COMMISSION MEETING**

**Commission Chamber**

**September 9, 2021**

**7:00 PM**

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## **CALL TO ORDER:**

## **ROLL CALL:**

## **PLEDGE OF ALLEGIANCE:**

**Commissioner Gelin**

## **INTRODUCTION**

### **1. CITY ATTORNEY REPORT**

### **2. CITY MANAGER REPORT**

- a. Woodlands Land Use Amendments/Rezoning/Development Agreement Special Meeting Date Discussion and Consensus**

### **3. PUBLIC PARTICIPATION**

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

Members of the public wishing to provide comments to the members of the City Commission on any matter, including items on the agenda, may submit their comments by email to [CityClerk@Tamarac.org](mailto:CityClerk@Tamarac.org). All comments submitted by email shall be made part of the public record. The City has authority under the City Code to regulate the manner in which public comments are made during any public meetings. Please be advised, the City will not read publicly any emails.

## **ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE**

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may

agendize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

#### **4. CONSENT AGENDA**

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

**a. Approval of the Aug. 23, 2021 - Workshop Minutes**

**b. Approval of the Aug. 31, 2021 - Special Commission Meeting Minutes**

**c. TR13632 - Supreme Court Justice Ruth Bader Ginsberg (RBG) Commission on the Status of Women Appointments**

A Resolution of the City Commission of the City of Tamarac, Florida, appointing five (5) members to the Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women, to each serve a term concurrent with their appointing Commission member or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

**d. TR13662 - FMIT Insurance Renewal FY 2022**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the renewal of General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation, and Property Lines of coverage including any endorsements with the Florida Municipal Insurance Trust (FMIT) for a one (1) year period beginning October 1, 2021, at a cost of \$1,020,698, and payment of any increase resulting from the annual premium audit; providing for conflicts; providing for severability; and providing for an effective date.

**e. TR13670 - Accepting a Stormwater Appropriation from FDEP for \$300,000**

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award from the Florida Department of Environmental Protection for the C-14 Canal Erosion Project in the amount of \$300,000; authorizing the appropriate city officials to execute a Grant Agreement and necessary documents pending legal review between the Florida Department of Environmental Protection and the City of Tamarac for grant funding in the amount of \$300,000; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 3

#### **5. REGULAR AGENDA**

#### **6. ORDINANCE(S) - FIRST READING**

**a. TO2482 - Amendment to Home Based Business provision of the Code to provide for consistency with Florida Statutes -HB 403**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code", replacing the term home occupation with home based business, amending Article 3, entitled "Use Regulations" specifically amending Section 10-3.2, entitled "Table of Allowed Uses", and amending Section 10-3.4, entitled "Accessory Uses and Structures", specifically amending Section 10-3.4(D) entitled "Additional Standards for Specific Accessory Uses" and amending Article 4, entitled "Development and Design Standards" specifically amending Section 10-4.3, entitled "Off-Street Parking and Loading" of the City of Tamarac Code of Ordinances, to provide for consistency with HB 403 Florida Statutes and

specifying use standards for home based businesses operating within the City of Tamarac; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

Commission District(s): Citywide

## **7. PUBLIC HEARING(S)**

## **8. ORDINANCE(S) - SECOND READING**

### **a. TO2477 - Land Use map Change of 5601 N Hiatus Road to change the future land use designation of approximately 15.82 gross acres of land from "Commercial" to "Industrial"**

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a Small Scale Land Use Plan Amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map in accordance with Chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said lands situated, lying, and being in Broward County, Florida, and located at 5601 N Hiatus Road, and more particularly described in the legal description shown in Exhibit "A" attached hereto, to change the future land use designation of approximately 15.82 gross acres of land from "Commercial" to "Industrial" to facilitate and allow for the development of an industrial use and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac (Case No. 1-LUA-21); authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date

Commission District(s): District 2

## **9. QUASI-JUDICIAL HEARING(S)**

### **a. TO2478 - Rezoning of 5601 N Hiatus Road from MU-C (Mixed-Use Commercial) zoning classification to BP (Business Park) zoning classification**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 12.55 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current MU-C (Mixed-Use Corridor) zoning classification to BP (Business Park) zoning classification, to facilitate the development of a distribution center use and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 2-Z-21); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date

Commission District(s): District 2

## **10. OTHER**

### **a. Discussion & Consensus - Social Justice Wall @ Tamarac Village**

Commission District(s): Citywide

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

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

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

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

A handwritten signature in blue ink that reads "Jennifer Johnson". The signature is written in a cursive, flowing style.

Jennifer Johnson, CMC  
City Clerk



**Title - Commissioner Gelin**



**Title - Woodlands Land Use Amendments/Rezoning/Development Agreement Special Meeting Date Discussion and Consensus**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Woodlands Special Commission Meeting	8/30/2021	Backup Material

**From:** [Maxine Calloway](#)  
**To:** [Jennifer Johnson](#)  
**Cc:** [Kathleen Gunn](#)  
**Subject:** Woodlands Special Commission meeting  
**Date:** Monday, August 30, 2021 11:39:31 AM

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Please add "Woodlands Land Use Amendments/Rezoning/Development Agreement Special Meeting Date Discussion and Consensus" as an item under "Other" on the agenda for the September 9<sup>th</sup> meeting. Please have the email below as the backup to the item. Thanks

Maxine

**Maxine A. Calloway, AICP**

Director  
Community Development Department  
7525 NW 88th Ave, Tamarac, FL 33321  
Tel: 954-597-3530 Fax: 954-597-3540  
[www.tamarac.org](http://www.tamarac.org)

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**From:** R. Max Lohman <max@lohmanlawgroup.com>  
**Sent:** Thursday, August 26, 2021 4:26 PM  
**To:** Maxine Calloway <Maxine.Calloway@tamarac.org>  
**Cc:** Michael Cernech <Michael.Cernech@tamarac.org>; Robert Johnson III <Robert.Johnson@tamarac.org>  
**Subject:** [EXTERNAL] Re: October 13, 2021 Woodlands Commission meeting

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

October 6th is much better for me than October 27th, as I will be in the middle of a three-day trial from October 26-28. Even if the proceedings end timely at 5:00 on October 27 it will be nearly impossible for me to get to Tamarac by 7:00.

R. Max Lohman, Esq.



500 S. Australian Ave  
Suite 531  
West Palm Beach, Florida 33401  
[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)  
Office: 561.203.8208  
Cell: 561.373.0278



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**From:** Maxine Calloway <[Maxine.Calloway@tamarac.org](mailto:Maxine.Calloway@tamarac.org)>  
**Sent:** Wednesday, August 25, 2021 7:18 PM  
**To:** R. Max Lohman <[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)>  
**Cc:** Michael Cernech <[Michael.Cernech@tamarac.org](mailto:Michael.Cernech@tamarac.org)>; Robert Johnson III <[Robert.Johnson@tamarac.org](mailto:Robert.Johnson@tamarac.org)>  
**Subject:** RE: October 13, 2021 Woodlands Commission meeting

Max,

Sorry for the confusion. The meeting dates are now either October 6<sup>th</sup> or October 27<sup>th</sup> in the evening. Please advise as to your availability for either or both dates and time. Thanks

Maxine

**Maxine A. Calloway, AICP**

Director  
Community Development Department  
7525 NW 88th Ave, Tamarac, FL 33321  
Tel: 954-597-3530 Fax: 954-597-3540  
[www.tamarac.org](http://www.tamarac.org)

---

**From:** Maxine Calloway  
**Sent:** Wednesday, August 25, 2021 4:17 PM  
**To:** R. Max Lohman <[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)>  
**Cc:** Michael Cernech <[Michael.Cernech@tamarac.org](mailto:Michael.Cernech@tamarac.org)>; Robert Johnson III <[Robert.Johnson@tamarac.org](mailto:Robert.Johnson@tamarac.org)>  
**Subject:** RE: October 13, 2021 Woodlands Commission meeting

Max,

We will be advising the Commission tonight of our intent to schedule the Woodlands item as the only item(s) on the Wednesday, October 13<sup>th</sup> Commission meeting, which begins at 7 pm. Want to check your availability for the October 13th meeting date and time. Please advise and thank you.

Maxine

**Maxine A. Calloway, AICP**

Director  
Community Development Department  
7525 NW 88th Ave, Tamarac, FL 33321  
Tel: 954-597-3530 Fax: 954-597-3540



[www.tamarac.org](http://www.tamarac.org)

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**From:** R. Max Lohman <[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)>  
**Sent:** Thursday, July 8, 2021 10:12 AM  
**To:** Regina Skenandore <[Regina.Skenandore@tamarac.org](mailto:Regina.Skenandore@tamarac.org)>  
**Cc:** Maxine Calloway <[Maxine.Calloway@tamarac.org](mailto:Maxine.Calloway@tamarac.org)>; Nancy Rivera <[Nancy.Rivera@tamarac.org](mailto:Nancy.Rivera@tamarac.org)>; Collette Tibby <[Collette.Tibby@tamarac.org](mailto:Collette.Tibby@tamarac.org)>  
**Subject:** Re: [EXTERNAL] Today's meeting about Woodlands

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Thank you Gina. I just wanted to make sure that I was meeting the City's needs vis-a-vis meeting attendance.

R. Max Lohman, Esq.



500 S. Australian Ave  
Suite 531  
West Palm Beach, Florida 33401  
[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)  
Office: 561.203.8208  
Cell: 561.373.0278



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**From:** Regina Skenandore <[Regina.Skenandore@tamarac.org](mailto:Regina.Skenandore@tamarac.org)>  
**Sent:** Thursday, July 8, 2021 10:10 AM  
**To:** R. Max Lohman <[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)>  
**Cc:** Maxine Calloway <[Maxine.Calloway@tamarac.org](mailto:Maxine.Calloway@tamarac.org)>; Nancy Rivera <[Nancy.Rivera@tamarac.org](mailto:Nancy.Rivera@tamarac.org)>; Collette Tibby <[Collette.Tibby@tamarac.org](mailto:Collette.Tibby@tamarac.org)>  
**Subject:** RE: [EXTERNAL] Today's meeting about Woodlands

I spoke with Mike, he said Teams is fine.  
-Gina

Gina Skenandore  
Executive Assistant | City Manager's Office

(954) 597-3512 | [www.Tamarac.org](http://www.Tamarac.org)  
7525 NW 88th Ave., Tamarac, FL 33321

-----Original Message-----

From: Regina Skenandore

Sent: Thursday, July 8, 2021 9:46 AM

To: Collette Tibby <[Collette.Tibby@tamarac.org](mailto:Collette.Tibby@tamarac.org)>; R. Max Lohman <[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)>

Cc: Maxine Calloway <[Maxine.Calloway@tamarac.org](mailto:Maxine.Calloway@tamarac.org)>; Nancy Rivera <[Nancy.Rivera@tamarac.org](mailto:Nancy.Rivera@tamarac.org)>

Subject: RE: [EXTERNAL] Today's meeting about Woodlands

Good morning,

Mike is in a meeting right now, but I'll check with him as soon as he's available and advise.

Thank you.

-Gina

Gina Skenandore

Executive Assistant | City Manager's Office

(954) 597-3512 | [www.Tamarac.org](http://www.Tamarac.org)

7525 NW 88th Ave., Tamarac, FL 33321

-----Original Message-----

From: Collette Tibby <[Collette.Tibby@tamarac.org](mailto:Collette.Tibby@tamarac.org)>

Sent: Thursday, July 8, 2021 9:17 AM

To: R. Max Lohman <[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)>

Cc: Regina Skenandore <[Regina.Skenandore@tamarac.org](mailto:Regina.Skenandore@tamarac.org)>; Maxine Calloway

<[Maxine.Calloway@tamarac.org](mailto:Maxine.Calloway@tamarac.org)>; Nancy Rivera <[Nancy.Rivera@tamarac.org](mailto:Nancy.Rivera@tamarac.org)>

Subject: RE: [EXTERNAL] Today's meeting about Woodlands

Good morning

I am also copying Gina/Nancy on this exchange who will respond as soon as possible.

Thanks

Collette

-----Original Message-----

From: R. Max Lohman <[max@lohmanlawgroup.com](mailto:max@lohmanlawgroup.com)>

Sent: Thursday, July 8, 2021 9:14 AM

To: Collette Tibby <[Collette.Tibby@tamarac.org](mailto:Collette.Tibby@tamarac.org)>

Subject: [EXTERNAL] Today's meeting about Woodlands

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good morning Ms. Tibby:

I noticed the meeting has a MS teams link. Would you please find out if Mr. Cernech wishes for me to be physically present or if he would prefer for me to appear remotely?

Thank you,

R. Max Lohman

Sent from my iPhone please excuse typos.

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

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**Title - Approval of the Aug. 23, 2021 - Workshop Minutes**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
08232021 - Draft Workshop Minutes	8/25/2021	Backup Material

City of Tamarac  
Virtual City Commission Workshop - Minutes  
Monday, Aug. 23, 2021

**CALL TO ORDER:** Mayor Gomez called the Monday, Aug. 23, 2021, City Commission Workshop to order at 10 a.m.

**ROLL CALL:** Commissioner Marlon Bolton, Commissioner Debra Placko, Vice Mayor Elvin Villalobos and Mayor Michelle J. Gomez were present. Commissioner Marlon Bolton arrived at 11:01 a.m. Commissioner Mike Gelin was present virtually.

Also present were City Manager Michael C. Cernech, City Attorney John R. Herin, Jr., and City Clerk Jennifer Johnson.

**PLEDGE OF ALLEGIANCE:** Assistant City Manager, Kathleen Gunn, led the Pledge of Allegiance.

**1. Construction/Capital Improvement Project Fence Signage**

City Manager, Michael C. Cernech, introduced the item stating there is a need for additional signage in the community to be sure to represent the great improvements that are taking place within the City.

Assistant City Manager, Kathleen Gunn, provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued with regard to having the Commission labeled on the signage as Commissioner or Mayor, but not Vice Mayor because it changes, using a narrative rather than conceptual pictures, and using both types of signage.

There was no consensus from the Commission on a particular type of sign for projects, and staff will determine what sign is best for each project location.

**2. Political Signage**

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

Discussion by the Commission ensued related to election signs, temporary signs, implementing a sign bond, permission to place signs on private property, etc.

Following discussion, there was no consensus by the Commission to make any changes to the current ordinance.

**3. Commission Procedures**

City Manager, Michael C. Cernech, provided key points that are of consternation to the procedures currently outlined in the Code of Ordinances, and asked the Commission for additional direction and clarification of those issues for staff.

a. Meeting start times

Discussion by the Commission ensued; a consensus of the Commission was, beginning January 1, 2022, both the second and fourth meetings of the month would begin at 6 p.m.

b. Proclamations and Presentations

Discussion by the Commission ensued; a consensus was to keep the proclamations off

the agenda, and to keep presentations limited to staff appreciation and neighborhood beatification.

c. Agenda Items

City Manager Cernech stated there may have been confusion about the date and time items were due, and that being noon, six (6) days prior to the meeting. No discussion or direction to change the policy by the Commission.

d. Drafting resolutions and Ordinances for inclusion on a future agenda takes place after discussion, and support from the majority of the Commission  
No discussion or direction to change the policy by the Commission.

e. Time Limits for Discussion

No discussion or direction to change the policy by the Commission.

f. List of Motions

City Attorney, John Herin, read through the list of motions as outlined in the Code, and clarified the use of Point of Order and Substitute motions.

No direction to change the current list of motions.

Attorney Herin mentioned that having rules of procedures in the Code can be more difficult to change, or amend, and offered to place the rules in the form of a resolution. There was no consensus to make such a change.

**4. Discussion and Direction to move the Wednesday, Sept. 8, 2021, Commission meeting to Thursday, Sept. 9, 2021.**

Discussion by the Commission ensued, and a consensus of the Commission agreed to move the meeting to Thursday, Sept. 9, 2021.

Mayor Gomez requested the Commission consider an ordinance, which provided the City Manager authority to change meeting dates if a major religious holiday were to occur on the same day as regularly scheduled meetings. A consensus of the Commission agreed, the decision to change regularly scheduled meetings shall remain with the City Commission.

**5. Discussion and direction related to scheduling a Special Meeting for the Woodlands Project**

Discussion by the Commission ensued, a consensus of the Commission agreed to have the Woodland Project, be the only item on the agenda, at the second meeting in October [Oct. 27, 2021], and the start time be 6 p.m.

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 11:54 a.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

---

Jennifer Johnson, CMC

---

Michelle J. Gomez, Mayor

***Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Tamarac City Commission Workshop held Monday, Aug. 23, 2021.***

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

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

DRAFT



**Title - Approval of the Aug. 31, 2021 - Special Commission Meeting Minutes**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
08312021 Draft Spc Mtg Minutes	9/2/2021	Cover Memo



City of Tamarac  
Special City Commission Meeting - Minutes  
Tuesday, Aug. 31, 2021

**CALL TO ORDER:** Mayor Gomez called the Tuesday, Aug. 31, 2021, Special City Commission Meeting, being held in Commission Chamber to order at 5 p.m.

**ROLL CALL:** Commissioner Marlon Bolton, Commissioner Mike Gelin, Vice Mayor Elvin Villalobos, Commissioner Debra Placko and Mayor Michelle J. Gomez were present.

Also present were Acting City Manager Kathleen Gunn, City Attorney John R. Herin, Jr., and City Clerk Jennifer Johnson.

**PLEDGE OF ALLEGIANCE:** Mayor Gomez led the Pledge of Allegiance.

City Attorney, John Herin, reviewed the rules and procedures expected throughout the meeting.

**1. Status of the City Manager**

City Attorney, John Herin, provided information regarding the status of Michael Cernech's arrest, and possible outcomes in accordance with Section V of the City's Charter.

Vice Mayor Villalobos motioned to suspend Michael C. Cernech without pay. Mayor Gomez passed the gavel to Vice Mayor Villalobos and seconded.

Vice Mayor Villalobos opened for public comment.

- a. Josephine Orosco, of 4930 E. Sabal Palm Blvd., Tamarac, stated the residents of Tamarac deserve and expect more from elected and appointed officials. She asked, what the next steps are to put in place to hold individuals accountable?
- b. Carol Mendelson, of 8021 NW 72<sup>nd</sup> Street, stated she had never been involved in politics before now, and she is embarrassed by the recent actions of this board. She asked that the members to be a part of the solution rather than the problem.
- c. Ron Wasserman, of 8577 Jade Drive, Tamarac, asked what has happened to us and for an audit of all the big projects.
- d. Darcy Schiller, of Granville, Kings Point, Tamarac, stated she has been reading Commissioner Bolton's posts and made comments directed to him.

Vice Mayor Villalobos closed public comment.

Discussion by the Commission ensued. Commissioner Gelin provided a presentation, which is on file in the City Clerk's Office. City Attorney Herin reviewed the difference of begin terminated with cause, and without cause, and provided what the total lump sum pay out would be if he is to be terminated without cause.

City Clerk Johnson conducted a roll call vote, and the motion to suspend without pay failed 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Vice Mayor Villalobos voted no. Mayor Gomez voted yes.

Commissioner Gelin motioned to terminate with cause. Commissioner Bolton seconded.

Discussion by the Commission ensued.

City Clerk Johnson conducted a roll call vote and motion to terminate with cause carried 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Vice Mayor Villalobos

voted yes. Mayor Gomez voted no.

## **2. Appointment of Kathleen Gunn as Interim City Manager**

Mayor Gomez asked the City Attorney to introduce the item. City Attorney, John Herin, reviewed the language in Section V of the City's Charter, and stated prior to the arrest, Mr. Cernech appointed Kathleen Gunn as the Acting City Manager. Therefore, the matter is before you tonight to ratify that appointment.

Commissioner Placko motioned to approve. Commissioner Bolton seconded.

Mayor Gomez opened for public comments.

- a. Ron Wasserman, of 8577 Jade Drive, Tamarac, asked for consistency for the city during this time and encouraged Ms. Gunn on her appointment.

Mayor Gomez closed public comments.

Discussion by the Commission ensued. City Attorney Herin stated that if the Commission approved Ms. Gunn as the Interim City Manager tonight, and if she accepts, he would bring back an agreement for approval, which would be retroactive to today's date at the next City Commission meeting.

City Clerk Johnson conducted a roll call vote naming Kathleen Gunn as Interim City Manager, and the motion carried 4-1. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez voted yes. Commissioner Gelin voted no.

Ms. Gunn expressed her gratitude for the opportunity, and stated she would be honored to accept the position.

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 6:31 p.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

---

Jennifer Johnson, CMC

---

Michelle J. Gomez, Mayor

***Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Tamarac City Commission Special Meeting held Tuesday, Aug. 31, 2021.***

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DRAFT





**Title - TR13632 - Supreme Court Justice Ruth Bader Ginsberg (RBG) Commission on the Status of Women Appointments**

A Resolution of the City Commission of the City of Tamarac, Florida, appointing five (5) members to the Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women, to each serve a term concurrent with their appointing Commission member or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TR13632 - RBG Memo	9/3/2021	Cover Memo
TR13632 - RBG Appointments Reso	8/31/2021	Cover Memo
RBG Applications - Selected	8/31/2021	Backup Material

**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
CITY CLERK'S OFFICE**

**TO: Kathleen Gunn,  
Acting City Manager**

**DATE: Aug. 31, 2021**

**FROM: Jennifer Johnson, CMC  
City Clerk**

**RE: TR13632 – Appointments to the  
Supreme Court Justice Ruth  
Bader Ginsberg Commission on  
the Status of Women**

**RECOMMENDATION:**

I am requesting TR13632 – “Appoints to the Supreme Court Justice Ruth Bader Ginsberg (RBG) Commission on the Status of Women” be placed on the Sept. 9, 2021, Commission agenda for consideration.

**ISSUE:**

The City Commission created, by Ordinance No. O-2021-010, the RBG Commission, wherein each elected official would select one resident be appointed to the board.

The City Clerk’s Office solicited applications through its social media channels, and email, and received a total of 19 applications.

<b><u>Name of Appointee</u></b>	<b><u>Commission District</u></b>	<b><u>Term Ending</u></b>
Janice Haywood	District 1	Nov. 5, 2024
Marsha Stevens	District 2	Nov. 8, 2022
Natalee Clark Richards	District 3	Nov. 5, 2024
Linda Danner	District 4	Nov. 8, 2022
Patti Lynn	Mayor At-Large	Nov. 8, 2022

The appointees shall serve terms concurrent with their appointing Commissioner, or until new appointments are made.

**List of non-selected applicants:**

Adriane Reese	Ana Newman	Camille Deidrick	Ethiel Calbo-Torres	Gracelyn V. Stuart
Lakshmi Prasad	Liliana Bequer	Lisa Butler	Rhoda Okunev	Rachel Scott
Rose Goldie Louis	Sherry Taveras	Stacy-Ann Palmer	Tamika Fussell	

**BACKGROUND:**

**Sec. 2-159. Duties and responsibilities.**

The duties of the RBG Commission shall include, but not be limited to, the following duties, functions, powers and responsibilities:

- (1) To serve in an advisory capacity by making studies, reports and recommendations to the city commission and to the city manager; to make recommendations with respect to all matters pertaining to the status of women within the City of Tamarac, including, but not limited to, the fair and equal treatment of women. To ensure that policies and practices are in place that do not discriminate against women, whether practice by government, individuals or corporations. To review working and living conditions of women, focus on the health and wellness of women, the delivery of public and private services to women and the education and training for women and public accommodations afforded to women; and
- (2) To make continuing studies with recommendations and reports of all city agencies, facilities, boards, services and programs dealing with or affecting women, including equal funding of such facilities, services and programs; and
- (3) To study, recommend and report any needed improvements and changes to the city ordinances, resolutions and written and unwritten policies and practices of the city; and
- (4) To appear before any governmental or non-governmental agency to present findings and recommendations on behalf of the city with the approval of the city commission; and
- (5) To operate and to conduct the affairs of the RBG Commission on the Status of Women within the human resources department; and
- (6) To monitor the city's pay scale to ensure equal pay for women performing the same work as men; and
- (7) To meet as often as appropriate to perform its function; and
- (8) To perform any other functions as directed by the city commission.

**FISCAL IMPACT:**

No fiscal impact to the City.

District

ATTACHMENT(S)

Applications for the selected members.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING FIVE MEMBERS TO THE SUPREME COURT JUSTICE RUTH BADER GINSBERG COMMISSION ON THE STATUS OF WOMEN, TO SERVE A TERM CONCURRENT WITH THE APPOINTING COMMISSIONER OR UNTIL SUCH TIME NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

---

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees; and

WHEREAS,; the City Commission created the Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women (RBG) through Ordinance O-2021-010; and

WHEREAS, members of the RBG Commission shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint five



(5) members to the RBG Commission, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as members of the RBG Commission, and to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made.

<u>Name of Appointee</u>	<u>Board</u>	<u>District</u>	<u>Term Ending</u>
Janice Haywood	RBG	District 1	Nov. 5, 2024
Marsha Stevens	RBG	District 2	Nov. 8, 2022
Natalee Clark Richards	RBG	District 3	Nov. 5, 2024
Linda Danner	RBG	District 4	Nov. 8, 2022
Patti Lynn	RBG	Mayor At-Large	Nov. 8, 2022

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

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

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

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Michelle J. Gomez  
MAYOR

ATTEST:

---

Jennifer Johnson, CMC  
CITY CLERK

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

---

John R. Herin, Jr.  
CITY ATTORNEY



**CITY OF TAMARAC**  
**APPLICATION FOR BOARD AND COMMITTEE**  
**APPOINTMENTS**

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

**Please check Boards/Committees for which you wish to be considered:**

- Charter Board
- Parks and Recreation Board
- Public Art Committee
- Sister Cities Committee
- Ruth Bader Ginsberg Commission on the Status of Women (RBG)
- Diversity, Equity and Inclusion Advisory Board
- Planning Board
- Veteran's Affairs Committee
- Other (Please specify): \_\_\_\_\_

Application is for:       Reappointment       New appointment

**PERSONAL:**

Name: Janice Haywood      Telephone Number: 954-540-0709

Home Address: 4805 NW 51 Terrace      Zip Code: 33319

Length of Residence in Tamarac (If applicable)      2 Years      6 Months

Length of Time as Business Person in Tamarac (If applicable)      \_\_\_\_\_ Years      \_\_\_\_\_ Months

E-Mail Address: jhaywoodesq@gmail.com

Development/Section Name and Number: \_\_\_\_\_

Commission District Number: 1      Voting Precinct Number: \_\_\_\_\_

**EDUCATION:**

Name and location of High School: Miramar High School, Miramar, Florida

College (if appropriate): University of Florida

Years Completed: 4      Degree: B.S.

Field of Study: Health Science Education

Other professional or technical training (Name of school, course name, etc.):  
Florida A&M University College of Law, Juris Doctorate Degree, August 2006

**EMPLOYMENT:**

Current or most recent employer: U.S. Department of Homeland Security

Address: 3900 N. Powerline Road, Pompano Beach, FL 33073

Position: Assistant Chief Counsel Years of Service: 1.5 years

Duties: Represent the United States Government in proceedings before the Court and provide legal advice and

**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

I would like to sit on the Charter Board, because the charter is a document that is essential to the city and it is important that it is thoroughly reviewed and any decisions to amend it should be heavily considered. I believe I have the experience, competence and knowledge to contribute greatly to this Charter. I am also interested in sitting on the RBG Commission because it is well documented and known that there is a huge disparity when it comes to women and the the inequalities we face in various aspects. Justice Ruth Bader Ginsberg was a legal giant that always ensured that women had a voice and was heard and I would like to be a part of this Commission to develop solutions that will positively address these disparities in the City of Tamarac. Lastly, I am interested in serving on the Diversity, Equity and Inclusion Advisory Board because I believe that programming projects and

**MEMBERSHIPS:**

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

**Tamarac Organization**

**Years Member**

**Office Held (if any)**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Outside City of Tamarac**

T.J. Reddick Bar Association

8

President (2019-2020)

Coalition of Black Org.

2

Chair (2021)

**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

©Signed via SeamlessDocs.com  
*Janice C. Haywood*  
Key: 218b3fe9db8d9ee64ead33ce2d137c75

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
April 06, 2021

\_\_\_\_\_  
**Date**

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.  
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

*ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM*

Applicant Name: Janice Haywood

1 Do you have any relatives presently employed by the City of Tamarac? No

If yes, please state names and City departments/divisions: N/A

\_\_\_\_\_

2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? No If yes, please explain:

N/A

3 Do you presently have monies owed to the City of Tamarac which are delinquent?  
If yes, please explain: No

4 Do you have any pending code violations relative to property owned by you within  
The City of Tamarac? If yes, please explain: No

\_\_\_\_\_

5 Do you have any existing violations relative to other City codes? No

If yes, please list:

N/A



**CITY OF TAMARAC**  
**APPLICATION FOR BOARD AND COMMITTEE**  
**APPOINTMENTS**

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**Please check Boards/Committees for which you wish to be considered:**

- Charter Board
- Diversity, Equity and Inclusion Advisory Board
- Parks and Recreation Board
- Planning Board
- Public Art Committee
- Veteran's Affairs Committee
- Sister Cities Committee
- Other (Please specify): \_\_\_\_\_
- Ruth Bader Ginsberg Commission on the Status of Women (RBG)

Application is for:  Reappointment  New appointment

**PERSONAL:**

Name: Linda Danner Telephone Number: 9135154544

Home Address: 8620 NW 77TH ST Zip Code: 33321

Length of Residence in Tamarac (If applicable) 7 Years 0 Months

Length of Time as Business Person in Tamarac (If applicable) \_\_\_\_\_ Years \_\_\_\_\_ Months

E-Mail Address: conquerors5@sbcglobal.net

Development/Section Name and Number: \_\_\_\_\_

Commission District Number: 4 Voting Precinct Number: \_\_\_\_\_

**EDUCATION:**

Name and location of High School: Franklinton High School Franklinton Louisiana

College (if appropriate): Ottawa University Overland Park Kansas

Years Completed: 3 Degree: Bachelor of Arts

Field of Study: Elementary Education

Other professional or technical training (Name of school, course name, etc.):  
MidAmerica Nazarene University Olathe Kansas  
Masters of Education

**EMPLOYMENT:**

Current or most recent employer: Kansas City Kansas Board of Education USD #500

Address: 2010 N. 59th St Kansas City Kansas 66104

Position: Teacher Years of Service: 25

Duties: Teacher

**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

I wish to serve on selected advisory boards to provide constructive ideas and insights that will increase awareness and make a positive impact in our community.

**MEMBERSHIPS:**

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

**Tamarac Organization**

**Years Member**

**Office Held (if any)**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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**Outside City of Tamarac**

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**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

@Signed via SeamlessDocs.com  
*Linda R Danner*  
Key: 218b3fe9db8d9e64e4d33ce2d137c75

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.  
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

*ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM*

Applicant Name: Linda Danner

1 Do you have any relatives presently employed by the City of Tamarac? no

If yes, please state names and City departments/divisions: \_\_\_\_\_  
\_\_\_\_\_

2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? \_\_\_\_\_ If yes, please explain:

no

3 Do you presently have monies owed to the City of Tamarac which are delinquent?  
If yes, please explain: no

4 Do you have any pending code violations relative to property owned by you within  
The City of Tamarac? If yes, please explain: \_\_\_\_\_

no

5 Do you have any existing violations relative to other City codes? no

If yes, please list:





**CITY OF TAMARAC**  
**APPLICATION FOR BOARD AND COMMITTEE**  
**APPOINTMENTS**

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**Please check Boards/Committees for which you wish to be considered:**

- Charter Board
- Diversity, Equity and Inclusion Advisory Board
- Parks and Recreation Board
- Planning Board
- Public Art Committee
- Veteran's Affairs Committee
- Sister Cities Committee
- Other (Please specify): \_\_\_\_\_
- Ruth Bader Ginsberg Commission on the Status of Women (RBG)

Application is for:  Reappointment  New appointment

**PERSONAL:**

Name: Marsha Stevens Telephone Number: 954-290-0600

Home Address: 7931 Tuscany Dr. Zip Code: 33321

Length of Residence in Tamarac (If applicable) 12 Years      Months

Length of Time as Business Person in Tamarac (If applicable)      Years      Months

E-Mail Address: mars6711@gmail.com

Development/Section Name and Number: \_\_\_\_\_

Commission District Number: \_\_\_\_\_ Voting Precinct Number: \_\_\_\_\_

**EDUCATION:**

Name and location of High School: \_\_\_\_\_

College (if appropriate): University of Florida

Years Completed: 4 Degree: Bachelors

Field of Study: Health Science

Other professional or technical training (Name of school, course name, etc.):  
University of South Florida- Masters in Public Health

**EMPLOYMENT:**

Current or most recent employer: Florida International University

Address: 11200 SW 8th St.

Position: Coordinator Years of Service: 7

Duties: Assist underrepresented students seeking a career in medicine.

**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

While working closely with underrepresented and marginalized populations throughout my career, I have had the opportunity to work in multiple settings being immersed in the experience of communities from all backgrounds and walks of life. Also, I have served as the secretary for Tuscany Townhome HOA board since 2015. I would like to be considered to volunteer my time to collaborate with others to continue to ensure this community continues to flourish.

Thank you for your consideration. I know together we can make a meaningful impact towards the advancement of diversity, equity and inclusion within this community.

**MEMBERSHIPS:**

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

**Tamarac Organization**

**Years Member**

**Office Held (if any)**

\_\_\_\_\_  
\_\_\_\_\_

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**Outside City of Tamarac**

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\_\_\_\_\_

**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

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©Signed via SeamlessDocs.com  
*Marsha Sonja Stevens*  
Key: 218b3fe9d8bd9ee64ead33ce2d137c75

\_\_\_\_\_  
**Signature of Applicant**

March 19, 2021

\_\_\_\_\_  
**Date**

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.  
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

*ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM*

Applicant Name: Marsha Stevens

1 Do you have any relatives presently employed by the City of Tamarac? no

If yes, please state names and City departments/divisions: \_\_\_\_\_

\_\_\_\_\_

2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? no If yes, please explain:

\_\_\_\_\_

3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: no

\_\_\_\_\_

4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: no

\_\_\_\_\_

\_\_\_\_\_

5 Do you have any existing violations relative to other City codes? no

If yes, please list:



**CITY OF TAMARAC**  
**APPLICATION FOR BOARD AND COMMITTEE**  
**APPOINTMENTS**

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**Please check Boards/Committees for which you wish to be considered:**

- |   |  |
|---|--|
| <input type="checkbox"/> Charter Board  | <input checked="" type="checkbox"/> Diversity, Equity and Inclusion Advisory Board |
| <input type="checkbox"/> Parks and Recreation Board   | <input type="checkbox"/> Planning Board  |
| <input type="checkbox"/> Public Art Committee   | <input type="checkbox"/> Veteran's Affairs Committee                               |
| <input type="checkbox"/> Sister Cities Committee  | Other (Please specify): <u>Education Advisory Board</u>                            |
| <input checked="" type="checkbox"/> Ruth Bader Ginsberg Commission on the Status of Women (RBG) |  |

Application is for:  Reappointment  New appointment

**PERSONAL:**

Name: Natalee Clarke-Richards Telephone Number: 9542427691  
Home Address: 8124 San Carlos Circle Zip Code: 33321  
Length of Residence in Tamarac (If applicable) 11 Years 5 Months  
Length of Time as Business Person in Tamarac (If applicable)        Years        Months  
E-Mail Address: NCR1118@icloud.com  
Development/Section Name and Number: \_\_\_\_\_  
Commission District Number: \_\_\_\_\_ Voting Precinct Number: \_\_\_\_\_

**EDUCATION:**

Name and location of High School: St. Hildas High Diocesan, Jamaica  
College (if appropriate): University of Phoenix  
Years Completed: 6 Degree: Bachelors In Health Administration & MBA  
Field of Study: Business  
Other professional or technical training (Name of school, course name, etc.):  
Canfield Certified Trainer of The Success Principles

Other professional or technical training (Name of school, course name, etc.):  
Canfield Certified Trainer of The Success Principles

Rev. 07/06/16

Other professional or technical training (Name of school, course name, etc.):  
Canfield Certified Trainer of The Success Principles

Rev. 07/06/16

Other professional or technical training (Name of school, course name, etc.):  
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Canfield Certified Trainer of The Success Principles

Rev. 07/06/16



**CITY OF TAMARAC**  
**APPLICATION FOR BOARD AND COMMITTEE**  
**APPOINTMENTS**

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**Please check Boards/Committees for which you wish to be considered:**

- Charter Board
- Parks and Recreation Board
- Public Art Committee
- Sister Cities Committee
- Ruth Bader Ginsberg Commission on the Status of Women (RBG)
- Diversity, Equity and Inclusion Advisory Board
- Planning Board
- Veteran's Affairs Committee
- Other (Please specify): \_\_\_\_\_

Application is for:  Reappointment  New appointment

**PERSONAL:**

Name: Patti Lynn Telephone Number: (954) 609-5657

Home Address: 6411 NW 58th Street Zip Code: 33321-5722

Length of Residence in Tamarac (If applicable) 20 Years 2 Months

Length of Time as Business Person in Tamarac (If applicable) \_\_\_\_\_ Years \_\_\_\_\_ Months

E-Mail Address: pattilynn7177@gmail.com

Development/Section Name and Number: Mainlands of Tamarac Section 8

Commission District Number: 2 Voting Precinct Number: J008

**EDUCATION:**

Name and location of High School: Fonda-Fultonville Central High School

College (if appropriate): State Univ. of NY at Cortland/Broward College

Years Completed: 3 Degree: AA

Field of Study: Criminal Justice/Liberal Arts

Other professional or technical training (Name of school, course name, etc.):  
 Life Safety Educator, BSO  
 Certified Child Safety Seat Educator/Installer, Memorial Hospital, Hollywood  
 Certified Bicycle Safety helmet Installer, FLDOT  
 Snap Assist Coordinator, Access Florida, DCF  
 USPS/NAPS EEO Representative  
 Broward College, Certified Florida Police Officer

Life Safety Educator, BSO  
Certified Child Safety Seat Educator/Installer, Memorial Hospital, Hollywood  
Certified Bicycle Safety helmet Installer, FLDOT  
Snap Assist Coordinator, Access Florida, DCF  
USPS/NAPS EEO Representative  
Broward College, Certified Florida Police Officer

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Life Safety Educator, BSO  
Certified Child Safety Seat Educator/Installer, Memorial Hospital, Hollywood  
Certified Bicycle Safety helmet Installer, FLDOT  
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Rev. 07/06/16



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USPS/NAPS EEO Representative  
Broward College, Certified Florida Police Officer

Rev. 07/06/16

Life Safety Educator, BSO  
Certified Child Safety Seat Educator/Installer, Memorial Hospital, Hollywood  
Certified Bicycle Safety helmet Installer, FLDOT  
Snap Assist Coordinator, Access Florida, DCF  
USPS/NAPS EEO Representative  
Broward College, Certified Florida Police Officer

Rev. 07/06/16

Life Safety Educator, BSO  
Certified Child Safety Seat Educator/Installer, Memorial Hospital, Hollywood  
Certified Bicycle Safety helmet Installer, FLDOT  
Snap Assist Coordinator, Access Florida, DCF  
USPS/NAPS EEO Representative  
Broward College, Certified Florida Police Officer

Rev. 07/06/16



## **Title - TR13662 - FMIT Insurance Renewal FY 2022**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the renewal of General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation, and Property Lines of coverage including any endorsements with the Florida Municipal Insurance Trust (FMIT) for a one (1) year period beginning October 1, 2021, at a cost of \$1,020,698, and payment of any increase resulting from the annual premium audit; providing for conflicts; providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TR13662 Memo	9/2/2021	Cover Memo
TR13662 Reso	8/25/2021	Resolution
TR13662 Exhibit 1	8/24/2021	Exhibit
TR13662 Exhibit 2	8/24/2021	Exhibit

**City of Tamarac**  
**Interoffice Memorandum**  
**Human Resources – Risk Management**

**To: Michael C. Cernech, City Manager**  
**Thru: Lorenzo Calhoun, Director of Human Resources**  
**From: Kathy Stakermann, Risk and Safety Manager**  
**Date: August 23, 2021**  
**Re: Temp Reso #13662 Property and Casualty Insurance Renewal for FY2022**

---

**Recommendation:**

It is recommended that the City renew its property and casualty insurance for FY22 with the Florida Municipal Insurance Trust (FMIT).

**Issue:**

Florida Municipal Insurance Trust (FMIT) FY22 Insurance Coverage Renewal.

**Background:**

The primary lines of property and casualty insurance coverage that the City has with the Florida Municipal Insurance Trust (FMIT) are General Liability/Professional Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation/Employers' Liability, and Property (including Boiler and Machinery).

The FMIT is the insurance trust administered by the Florida League of Cities (the League). The League has been in existence for 44 years; and has operated under the name FMIT since 1987. The trust is governed by elected officials, it is non-assessable, non-profit, and a tax-exempt risk-sharing pool and insures 530 public entities in Florida.

Risk Management has routinely compared other insurance program offerings in the past, but other carriers did not have the range of auxiliary coverages and benefits offered by FMIT. One main benefit is that FMIT provides catastrophic event turn-key recovery service that will save the city both time and personnel resources in the event of a major event such as a fire or hurricane and expedite our returning to business, as normal. This year, the turnkey benefits have been formally added into FMIT policy form. Another benefit includes FMIT's proactiveness when addressing statutory impacts (i.e., Firefighter's Cancer Bill) facing municipalities.

The City has been insured with the FMIT for 25 years. FMIT insures the primary lines of insurance coverage. The FMIT program has provided excellent service over the years, most especially from a property and liability insurance standpoint. The FMIT's coverages are broad, and they are specifically tailored for municipalities; many of the City's size.

## FMIT Program Pricing for FY2022

Line of Coverage	FY 2021 Premium at \$25,000 Deductible Deductibles \$10,000 Auto PD \$50,000 Property	FY 2022 Premium at \$25,000 Deductibles \$10,000 Auto PD \$50,000 Property	Proposed Premium Increase or Reduction	% Premium Increase or Decrease
General/Professional Liability	\$307,214	\$325,314	\$18,100	5.89%
Automobile Physical Damage (PD)/ Auto Liability	\$110,390	\$103,896	(\$6,494)	-5.88%
Property	\$343,046	\$390,360	\$47,314	13.79%
Workers' Comp	\$186,221	\$201,128	\$14,907	8.01%
<b>Total Premium</b>	<b>\$946,871</b>	<b>\$1,020,698</b>	<b>\$73,827</b>	<b>7.80%</b>

The City's overall property and casualty insurance premium for all lines for FY22 has increased by 7.8 % (\$73,827) from FY21. The increase is due to various factors, but the two main factors are: the addition of the new City buildings such as the Colony West Clubhouse and Fire Station 36; and the overall hardening of the global property insurance market which has caused insurance prices to continue to rise. The cost FMIT pays for its reinsurance has increased by more than 20%; however, FMIT delved into its reserves in order to prevent passing on the total amount of this increase to its members.

The pricing increases or decreases offered to us by FMIT for FY22 are summarized below by line of coverage.

- General Liability/Professional Liability (\$25,000 deductible):

General Liability/Professional liability premiums went up 5.9% (\$18,100). This is mainly due to increased market rates for the Professional Liability (employment practices/public officials/errors & omissions).

- Automobile Physical Damage and Automobile Liability (\$10,000 Physical Damage/ \$25,000 Liability):

The City received a 5.88% (\$6,494) decrease in our combined premium for our automobile physical damage and automobile liability coverage. The premium charges for these lines of coverage tend to fluctuate as we add and delete vehicles and as our automobile liability losses go up and down. The city has approximately 210 vehicles on the current schedule and some with values in excess of \$650,000.

- Property (\$50,000 deductible) Building, Contents, and Contractor's Equipment:

The City's property insurance premiums increased by 13.79% (\$47,314). The City's property rate increase from the FMIT was expected to be in the 15-17% range based on market conditions. In addition, we increased the amount of insurable assets with the addition of the new fire station, the new Colony West Clubhouse, and the Swim Central Annex. This

increase is slightly less than anticipated and is due to the FMIT program and our favorable loss experience.

For FY22, the FMIT made various changes to the policy form which are beneficial to its members; a few are listed here: FMIT increased the Errors & Omissions coverage limit from \$100,000 to \$250,000. FMIT also increased the unscheduled inland marine limit from \$15,000 to \$25,000 which means less reporting requirements for staff. Finally, FMIT increased Terrorism Crisis Management costs limit from \$100,000 to \$250,000; all at no additional premium.

The City's windstorm deductible (per named storm) remains at 5% of the covered loss or damage per occurrence, per location caused by the named storm. This is comparable to hurricane deductibles statewide and for municipalities in Broward County. For FY21 they added a "property mitigation coverage" extension with any named storm with no deductible for emergency stabilization services, water removal, demolition, and tarping up to \$500,000 per named storm which is a cost-saving measure for the City.

- Workers' Compensation (\$25,000 deductible):

The City's workers' compensation premium increased by 8% (\$14,907) from FY2021 to FY2022. The city had a modest increase in payroll estimates for FY22 and our Workers' Compensation Experience Modifier remained near flat at .57. This is one of the lowest Workers' Compensation Experience Modifiers in the last 21-year history!

There are several services that are only offered by the FMIT that are not currently offered by other carriers. These include the previously mentioned turn-key on-site recovery support services prior to and following a loss which includes on-site insurance personnel that set up a base location in our Emergency Operations Center so that they are ready to ride out and assess our damages as soon as the storm passes. Throughout the year the FMIT also offers a grant program that we have been successful in obtaining funding through in the last several years. We have been able to receive an additional \$38,805 in grant funds from the FMIT to help to pay for various safety and liability prevention items throughout the City. Currently the City expects to receive an additional \$6,000 to assist the city in purchasing safety-related equipment; safety measures; training; and/or apparel. FMIT also offers free to members an Employment Law Advisor program to assist members with all facets of public-sector employment law as well as offers on-site and on-line safety training for employees at no cost.

### **Conclusion**

The staff recommends that the City renew its Property, General Liability, Automobile Liability, Automobile Physical Damage, and Workers' Compensation lines of coverage with the Florida Municipal Insurance Trust (FMIT) for FY22 for \$1,020,698.

### **Fiscal Impact**

Funds for this expenditure are available in the FY2022 Account #504-8410-519.45-01 Premiums Property/Liability and Account #504-8410-519.45-02 Insurance Premiums Workers' Compensation. This is an annual contract [currently October 1, 2021, through October 1, 2022] with options to renew each year based on acceptable conditions and premium pricing.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE RENEWAL OF GENERAL LIABILITY, AUTOMOBILE LIABILITY, AUTOMOBILE PHYSICAL DAMAGE, WORKERS' COMPENSATION, AND PROPERTY LINES OF COVERAGE INCLUDING ANY ENDORSEMENTS WITH THE FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) FOR A ONE (1) YEAR PERIOD BEGINNING OCTOBER 1, 2021 AT A COST OF \$1,020,698 AND PAYMENT OF ANY INCREASE RESULTING FROM THE ANNUAL PREMIUM AUDIT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City's policies with the FMIT for General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation, and Property expire October 1, 2021; and

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

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

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

WHEREAS, it is the recommendation of the City Manager and the Director of Human Resources that the City renew its General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation and Property lines of coverage including any endorsements with the FMIT for a one year period beginning on October 1, 2021 based on the renewal quote of \$1,020,698 as submitted by the FMIT (attached as Exhibit 1) and to pay any additional premium resulting from the annual premium audit; and

WHEREAS, the FMIT has signed the Agreement Exhibit Certification and added *Scrutinized Companies* to the original agreement as required (attached as Exhibit 2); and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to renew the City's General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation and Property lines of insurance coverage with the FMIT for a one-year period beginning on October 1, 2021 as outlined above.

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

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

Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission approves the renewal and authorizes the appropriate City officials to execute the necessary documents to effectuate the renewal of the City's General Liability, Automobile Liability, Automobile Physical Damage, Workers' Compensation and Property lines of coverage including any endorsements with the Florida Municipal Insurance Trust (FMIT) for a one year period beginning on October 1, 2021 at a cost of \$1,020,698 per the renewal quote (attached as Exhibit 1) with said lines of coverage to expire on October 1, 2022, and to pay any additional premium resulting from the annual premium audit which has been approved by the City Manager after notification to the City Commission.

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

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

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



PASSED, ADOPTED AND APPROVED this       day of       , 2020

\_\_\_\_\_  
Michelle J. Gomez  
MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER JOHNSON, CMC  
CITY CLERK

RECORD OF COMMISSION VOTE:  
MAYOR GOMEZ \_\_\_\_\_  
DIST 1: COMM. BOLTON \_\_\_\_\_  
DIST 2: COMM. GELIN \_\_\_\_\_  
DIST 3: VM VILLALOBOS \_\_\_\_\_  
DIST 4: COMM. PLACKO \_\_\_\_\_

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

\_\_\_\_\_  
JOHN R. HERIN, JR.  
CITY ATTORNEY



RENEWAL QUOTE FOR 2021-2022

City of Tamarac  
FMIT 0584

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$25,000	\$5,000,000	\$325,314
Deductible Stoploss Amount	\$897,132		
Automobile Liability	\$25,000	\$2,000,000	\$82,914
Deductible Stoploss Amount	\$75,000		
Automobile Physical Damage	Per Schedule		\$20,982
Deductible Stoploss Amount	\$30,000		
Property	\$50,000	\$91,047,802	\$390,360
Workers' Compensation	\$25,000	Total Payroll	
Deductible Stoploss Amount	\$373,337		
Experience Modification	0.57 10/1/21	\$32,595,549	\$201,128
<b>TOTAL FMIT PREMIUM</b>			<b>\$1,020,698</b>

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

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

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**AGREEMENT EXHIBIT CERTIFICATION**

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

CONTRACTOR agrees to the following terms:

**1. Scrutinized Companies**

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

**2. E-Verify**

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

City of Tamarac

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that 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 Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring 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 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST

*Michael J. Morrill*

Signature of Corporate Secretary

Michael J. Morrill

Type/Print Name of Corporate Secy.

8.23.21

Date

Florida League of Cities

Company Name

Signature

Type/Print Name

Date

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(CORPORATE SEAL)



## **Title - TR13670 - Accepting a Stormwater Appropriation from FDEP for \$300,000**

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a grant award from the Florida Department of Environmental Protection for the C-14 Canal Erosion Project in the amount of \$300,000; authorizing the appropriate city officials to execute a Grant Agreement and necessary documents pending legal review between the Florida Department of Environmental Protection and the City of Tamarac for grant funding in the amount of \$300,000; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 3

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	8/25/2021	Resolution
Memo	8/25/2021	Cover Memo
Exhibit A	8/25/2021	Exhibit

CITY OF TAMARAC, FLORIDA  
RESOLUTION NO. R-2021-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE C-14 CANAL EROSION PROJECT IN THE AMOUNT OF \$300,000; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT AND NECESSARY DOCUMENTS PENDING LEGAL REVIEW BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$300,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City Commission of the City of Tamarac wishes to continually revitalize our community while promoting safety and preserving the environment; and

WHEREAS, the City of Tamarac wishes to continually prepare for storm events and manage stormwater runoff and flooding; and

WHEREAS, the City of Tamarac and the South Florida Water Management District (SFWMD) wish to ensure the integrity of the regional SFWMD canal system, including the C-14 Canal located on the northern border of the City of Tamarac, and

WHEREAS, SFWMD determined that two sections of the C-14 northern canal bank located across from two of Tamarac's master stormwater pump stations are eroded and must be restored to prevent further damage and contaminants from entering the regional water ecosystem, and

WHEREAS, SFWMD requested the City of Tamarac restore these two sections of the C-14 canal bank via an unfunded mandate; and

WHEREAS, the City provided for this restoration within the City of Tamarac FY2020 Adopted Capital Improvement Program; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) administers grant funding to municipalities through the House Agriculture and Natural Resources Appropriations Subcommittee (HANRAS) for stormwater projects; and

WHEREAS, the City of Tamarac was awarded an FY2021-22 State of Florida FDEP grant for the C-14 Canal Erosion Project; and

WHEREAS, the Director of Financial Services and Director of Public Services recommend acceptance of the grant award and execution of necessary documents; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept the FDEP grant award for the C-14 Canal Erosion Project and to execute the FDEP agreement pending legal review for grant funding in the amount of \$300,000.

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

Section 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All Exhibits attached HERETO and referenced HEREIN are expressly incorporated and made a specific part of this Resolution.



Section 2: The City Commission of the City of Tamarac HEREBY accepts the \$300,000 grant award from the Florida Department of Environmental Protection (FDEP) for the C-14 Canal Erosion Project.

Section 3: The Tamarac City Manager and appropriate City Officials are HEREBY authorized to execute the State of Florida FDEP grant agreement and necessary documents between the City of Tamarac and FDEP for grant funding for the C-14 Canal Erosion Project in the amount of \$300,000 pending legal review which is attached HERETO as Exhibit A and is incorporated HEREIN by this reference.

Section 4: All Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

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

(The Remainder of this page intentionally left blank)

Section 6: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

MICHELLE J. GOMEZ  
MAYOR

ATTEST:

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JENNIFER JOHNSON, CMC  
CITY CLERK

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

---

JOHN R. HERIN, JR.  
CITY ATTORNEY

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

**To: Michael C. Cernech, City Manager**  
**Through: Christine Cajuste, Director of Financial Services**  
**From: Michael Gresek, Grants Administrator**  
**Date: August 20, 2021**  
**Re: TR#13670: Accepting and Authorizing the Execution of a  
Grant Agreement through FDEP for the C-14 Canal Erosion  
Project**

---

**Recommendation:**

The Director of Financial Services recommends the above referenced item be placed on the agenda for the September 9, 2021 City Commission Meeting.

**Issue:**

The City of Tamarac was awarded a \$300,000 stormwater appropriation through the Florida Legislature. The award will provide funds to rehabilitate two portions of the C-14 canal bank that have experienced erosion due to discharges from the City's stormwater pumps. The attached agreement must be accepted and executed before the project may begin and grant funds may be requested for reimbursement.

**Background:**

In FY2019, the South Florida Water Management District (SFWMD) determined that two sections of the C-14 northern canal bank located across from two of Tamarac's master stormwater pump stations are eroded and must be restored to prevent further damage and contaminants from entering the regional water ecosystem. Accordingly, SFWMD requested the City of Tamarac restore these two sections of the C-14 canal bank via unfunded mandate. To comply with this request, the City placed the project into its FY2020 Adopted Capital Improvement Program for a total amount of \$594,796 under SW20A.

In addition, City staff pursued potential grant opportunities to assist in the funding of the project. The Florida Department of Environmental Protection (FDEP) provides grant funds to local governments through the House Agriculture and Natural Resources Appropriations Subcommittee (HANRAS). To be eligible for funding, projects must provide for development or upgrades to stormwater infrastructure such as stormwater improvements, treatment, and/or drainage enhancements. The City's proposal to rehabilitate the C-14 canal bank met these FDEP criteria and was provided this award to assist with funding the project.

The attached Resolution accepts the agreement and authorizes the appropriate City officials to execute the necessary documents with FDEP pending legal review.

**Fiscal Impact:**

The Florida Legislature appropriated \$110.6 million for water projects across the State during the 2021 Legislative Session. This \$300,000 grant awarded to Tamarac will assist in funding the C-14 Canal North Wall Rehabilitation Project which is included in the FY2020 Adopted Capital Improvement Program for a total amount of \$594,796 under SW20A.

This is a reimbursement grant program and no match is required as a condition to accept the award. The reimbursement period for this agreement begins July 1<sup>st</sup>, 2021 and ends at the expiration date of the agreement or December 31<sup>st</sup>, 2024.

C: Jack Strain, John Doherty, Alan Lam, Keith Glatz, Jeff Streder

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Entity Type:

Grantee Address: FEID: (Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: Project Location(s):
(If different from Agreement Number)

Project Description:

Table with 4 columns: Total Amount of Funding, Funding Source?, Award #s or Line Item Appropriations, Amount per Source(s). Rows include checkboxes for State, Federal, and Grantee Match.

Total Amount of Funding + Grantee Match, if any:

6. Department's Grant Manager Name: Grantee's Grant Manager Name:
Address: or successor
Phone:
Email:

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
Attachment 2: Special Terms and Conditions
Attachment 3:
Attachment 4: Public Records Requirements
Attachment 5: Special Audit Requirements
Attachment 6: Program-Specific Requirements
Attachment 7: Grant Award Terms (Federal) \*Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
Attachment 8: Federal Regulations and Terms (Federal)
Additional Attachments (if necessary):
Exhibit A: Progress Report Form
Exhibit B: Property Reporting Form
Exhibit C: Payment Request Summary Form
Exhibit D:
Exhibit E: Advance Payment Terms and Interest Earned Memo
Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**GRANTEE**

Grantee Name

By \_\_\_\_\_ Date Signed  
(Authorized Signature)

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_ Date Signed  
Secretary or Designee

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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## DWRA Additional Signatures

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Evan Beitsch, DEP Grant Manager

---

Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**



The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

## **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

## **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

## **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;



- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0227**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Tamarac C-14 Canal Erosion Mitigation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

**14. Additional Terms.**

*None.*

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Tamarac C-14 Canal Erosion Mitigation

**PROJECT LOCATION:** The Project will be located in the City of Tamarac within Broward County; Lat/Long (26.2299, 80.2725) (Fig 1) and Lat/Long (26.2297, 80.2942) (Fig 2).

**PROJECT BACKGROUND:** The City of Tamarac (Grantee) will restore the eroded C-14 canal bank in two areas located across from Tamarac's Master Storm Water Pump Stations. The project will reduce the potential for future erosion and contaminants entering the regional water ecosystem adjacent to the Everglades ecosystem. Restoring the canal bank ensures the integrity of the regional South Florida Water Management District (SFWMD) canal system and enables the city to effectively prepare and manage stormwater flooding and runoff within the regional drainage basin.

**PROJECT DESCRIPTION:** The Grantee will install a rock riprap canal bank erosion control system at the two erosion areas approximately 400 linear feet each. The system will restore the eroded canal bank areas located across the C-14 canal from three Tamarac Master Stormwater Pump Stations discharging stormwater during frequent severe weather events.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task #1: Construction**

**Deliverables:** The Grantee will construct Tamarac C-14 Canal Erosion Mitigation in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	300,000	7/1/2021	6/30/2024
Total:			\$300,000		

**Figure 1:**

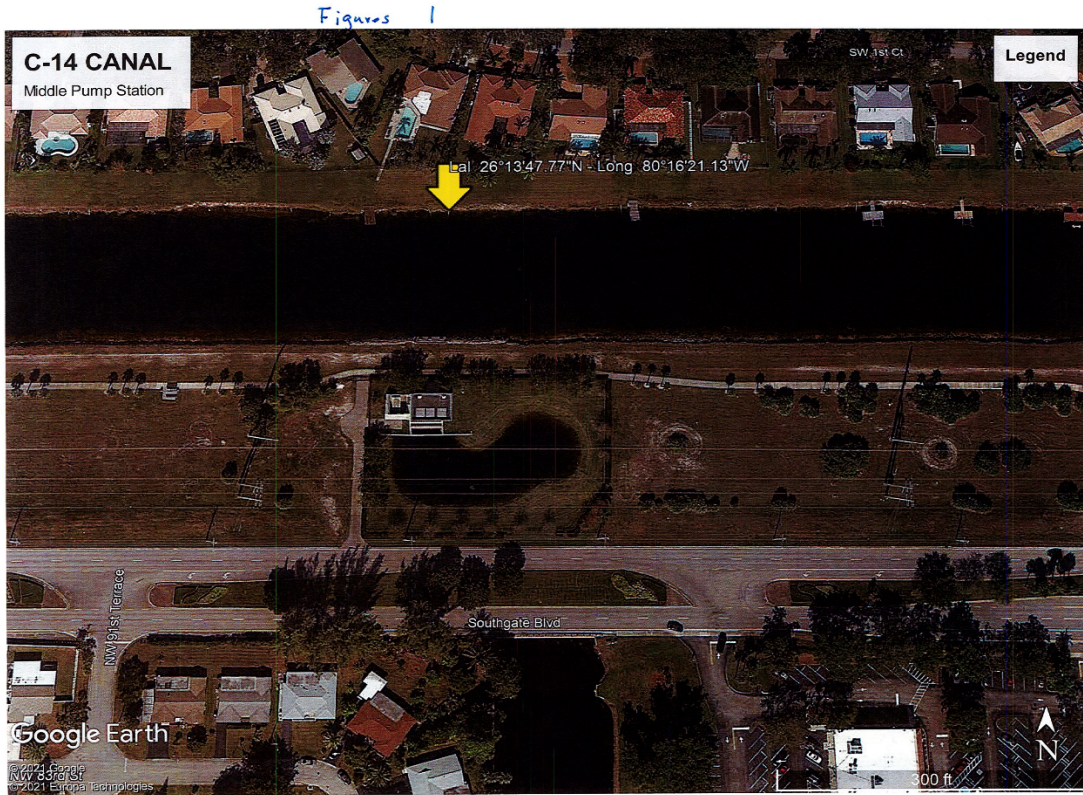


Figure 2:





**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Dept. of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	300,000	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$300,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0227
<b>Project Title:</b>	Tamarac C-14 Canal Erosion Mitigation
<b>Grantee Name:</b>	City of Tamarac
<b>Grantee's Grant Manager:</b>	Michael Gresek
<b>Reporting Period:</b>	Select reporting period. Select year.

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

**Task 1: Task Title**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 2: Task Title**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 3: Task Title**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 4: Task Title**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 5: Task Title**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text



**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager (Original Ink)

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



**Title - TO2482 - Amendment to Home Based Business provision of the Code to provide for consistency with Florida Statutes -HB 403**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code", replacing the term home occupation with home based business, amending Article 3, entitled "Use Regulations" specifically amending Section 10-3.2, entitled "Table of Allowed Uses", and amending Section 10-3.4, entitled "Accessory Uses and Structures", specifically amending Section 10-3.4(D) entitled "Additional Standards for Specific Accessory Uses" and amending Article 4, entitled "Development and Design Standards" specifically amending Section 10-4.3, entitled "Off-Street Parking and Loading" of the City of Tamarac Code of Ordinances, to provide for consistency with HB 403 Florida Statutes and specifying use standards for home based businesses operating within the City of Tamarac; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

Commission District(s):

Citywide

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
1 - TO2482 - Home Based Business Memo	8/30/2021	Cover Memo
1 - TO2482- Home Based Business Ordinance	8/30/2021	Ordinance

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 21 08 006M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO:** Michael C. Cernech,  
City Manager

**FROM:** Maxine A. Calloway  
Community Development Director

**DATE:** August 11, 2021

**RE: TO# 2482: An Ordinance Amending the Home-Based Business Provisions of Chapter 10 of the City's Code of Ordinances, to Provide for Consistency with HB 403 Florida Statutes and Specifying Use Standards for Home Based Businesses Operating within the City Of Tamarac**

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**RECOMMENDATION:**

The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend the Home Based Business provisions of the City's Code to provide for consistency with Florida Statutes HB 403 on First Reading at its September 9, 2021 meeting and on Second Reading at its September 22, 2021 meeting.

**ISSUE:**

On July 1, 2021, the Florida Senate enacted HB 403 preempting areas of regulation for Home Based Businesses to the State. The current City of Tamarac Code of Ordinances is not consistent with the Home-Based Business provisions outlined in Florida Statutes and HB-403 and is being amended to ensure to regulatory compliance.

**BACKGROUND:**

The Florida Legislature approved House Bill 403 on July 1, 2021 preempting certain powers for the regulation of Home-Based Businesses to the State. Due to the Bill's enactment, counties and municipalities are prohibited from enacting or enforcing any ordinance, regulation, or policy in violation of the bill provisions. More notably, the State identifies businesses who perform professional services or conduct professional activity within a residential dwelling as a "Home Based Business". As a result, the terminology used in the Bill is inconsistent with that which is currently adopted in the City's Land Development Code. The City's Land Development Code identifies such uses as "home occupations". To that end, it is desirable that the City would amend its Code to remain consistent with the terminology utilized in the enacted legislature to described Home Based Business operations.

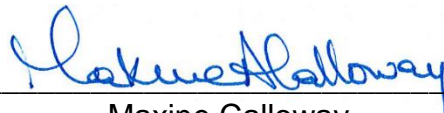
While amending the City's Code to adopt terminology that is consistent with House Bill 403, Staff also deems it to be advantageous to correct an error regarding the citation of use standards for Home Based Businesses in the City's Land Development Code. During the comprehensive rewrite of the City's Code in 2018, Section 10-3.4(D)(5) was inadvertently cited

in the “Table of Allowed Uses” (Section 10-3.2) relative to use standards for Home Based Businesses. The citation is incorrect as it refers to use standards for dwelling caretakers. As a result, the proposed amendment seeks to correct this error to provide for the appropriate section of Code by replacing Section 10-3.4(D)(5) with Section 10-3.4(D)(7) which outlines use standards for Home Based Businesses. Additionally, staff has revised this provision to align with the new requirements as outline in HB 403.

Lastly, Section 10-4.3 of the City’s Land Development Code includes the term “home occupation” in the Accessory Use portion of Off-Street Parking and Loading Table. The term in this section of the Code will also be replaced with Home Based Business to provide for further consistency with Florida Statues. To that end, the proposed Ordinance is attached hereto as reference. (Please see attached Temp Ord. 2482)

**Fiscal Impact:** There is no fiscal impact associated with this item.

This item supports the City’s Strategic Plan Goal #3, “Tamarac is Economically Resilient” by amending the City’s Land Development Code to provide for consistency with House Bill 403, Tamarac will continue to be responsive to policy changes that play an integral role in economic development.



---

Maxine Calloway,  
Community Development Director

Attachment: Temporary Ordinance No. 2482/ Draft Ordinance  
House Bill 403

MAC

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES, ENTITLED "LAND DEVELOPMENT CODE", REPLACING THE TERM HOME OCCUPATION WITH HOME BASED BUSINESS, AMENDING ARTICLE 3, ENTITLED "USE REGULATIONS" SPECIFICALLY AMENDING SECTION 10-3.2, ENTITLED "TABLE OF ALLOWED USES", AND AMENDING SECTION 10-3.4, ENTITLED "ACCESSORY USES AND STRUCTURES", SPECIFICALLY AMENDING SECTION 10-3.4(D) ENTITLED "ADDITIONAL STANDARDS FOR SPECIFIC ACCESSORY USES" AND AMENDING ARTICLE 4, ENTITLED "DEVELOPMENT AND DESIGN STANDARDS" SPECIFICALLY AMENDING SECTION 10-4.3, ENTITLED "OFF-STREET PARKING AND LOADING" OF THE CITY OF TAMARAC CODE OF ORDINANCES, TO PROVIDE FOR CONSISTENCY WITH HB 403 FLORIDA STATUTES AND SPECIFYING USE STANDARDS FOR HOME BASED BUSINESSES OPERATING WITHIN THE CITY OF TAMARAC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2021 the Florida Legislature approved House Bill 403, preempting certain regulatory authority of Home Based Businesses to the State; and

WHEREAS, the City's current Land Development Code identifies professional services or commercial activity conducted within a residential dwelling as home occupations; and

WHEREAS, the term home occupation is inconsistent with the terminology utilized in House Bill 403 to describe such uses and are referred to as "Home Based Businesses" in the Florida Statute; and

WHEREAS, the Bill provides that a home-based business may operate in an area zoned for residential use and may not be prohibited, restricted, regulated, or licensed in

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Words in underscore type are additions.

a manner different from other businesses in a local government's jurisdiction otherwise provided by the Bill; and

WHEREAS, it is desirable that the City's Code remain consistent with the State's regulations for Home Based Businesses; and

WHEREAS, the use standards for Home Based Businesses were inadvertently cited in the "Table of Allowed Uses" as Section 10-3.4(D)(5) during the comprehensive rewrite of the City's Code; and

WHEREAS, use standards for Home Based Businesses in the "Table of Allowed Uses" should be corrected to reflect Section 10-3.4(D)(7) for consistency within the City's Code; and

WHEREAS, the proposed amendment is in alignment with the "Tamarac is Economically Resilient" strategic goal by creating policy that is responsive to the evolving economic climate; and

WHEREAS, policy planning plays an integral role in economic development, and it is in the City's interest to examine how best to implement regulation for Home Based Businesses to enhance and diversify its economic base; and

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

WHEREAS, the City Commission of the City of Tamarac wishes to continue to be responsive to and consistent with state legislature that impacts Tamarac's local businesses and has deemed it to be in the best interest of the citizens, residents, and visitors to the City of Tamarac to amend the Land Development Code to be consistent with House Bill 403 and State Statutes.

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**NOW, THEREFORE, be it ORDAINED by the City Commission of the City of TAMARAC, Florida, as follows:**

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

**SECTION 2.** The City Commission hereby amends Chapter 10, entitled, Land Development Code, Section 10-3.2 entitled, "Table of Allowed Uses", as written so that the Code shall read as follows:

**Section 10-3.2 Table of Allowed Uses**

.....

**(F) Multiple Principal Uses**

- (1) A development may include a single principal use with one or more accessory uses that are customarily incidental and subordinate to the principal use (e.g., home ~~occupation~~ based business as accessory to a dwelling, or administrative offices as accessory to a school or manufacturing use).
- (2) A development may also include multiple principal uses, none of which is necessarily customarily incidental or subordinate to another principal use (e.g., a place of worship combined with a school, a gas station combined with a convenience store, restaurant, or automotive repair use, or a flex building housing retail, industrial service, and warehousing tenants).
- (3) A development with multiple principal uses shall include only those principal uses designated in the use tables as allowed in the applicable zoning district, and each principal use shall be subject to any use-specific standards applicable to the use.

**(G) Licenses and Permits Required.** All uses required by the State of Florida or the federal government to have an approval, license, or permit to operate issued by the State or by another public, quasi-public, or regulatory agency are required by the City of Tamarac to obtain and maintain such approval, license, or permit at all times.

**(H) Table of Allowed Uses**

Table 10-3.1: Allowed Uses					
P = Permitted SE= Special Exception Blank cell = Prohibited					
A = Accessory T= Temporary					
Use Category	Use Type	Residential	Mixed-Use and Nonresidential	Special Purpose	Use Stds

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		R E	R 1	R 2	R 3	M U N	M U C	M U G	N C	B P	I 1	I 2	P F	R C	S U	
<b>RESIDENTIAL</b>																
Household Living	Dwelling, live/work					P	P	P	P		P					10-3.3(B)(4)
	Dwelling, manufactured home		P	P	P											10-3.3(B)(5)

.....

Wireless communication facilities	Alternative tower structure in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Alternative tower structure not in right-of-way	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	10-3.3(E)(4)
	Base station in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Base station not in right-of-way	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	10-3.3(E)(4)
	Eligible facilities request	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Small cell facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Tower	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	10-3.3(E)(4)
<b>ACCESSORY USES</b>																
	Accessory dwelling unit	A	A	A	A											10-3.4(D)(1)
	Assembly hall				A	A	A	A	A				A	A		10-3.3(C)(3)
	Bingo game						A		A					A		10-3.4(D)(2)
	Building-mounted or rooftop antenna				A	A	A	A	A	A	A	A	A		A	
	Car wash and auto detailing, Automatic						A				A					10-3.4(D)(3)
	Car wash and auto detailing, Non-automatic						A				A					10-3.4(D)(3)
	Dormitory or residence hall				A		A						A			
	Drive-through service facility					A			A	A						10-3.4(D)(4)

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	Dwelling, caretaker					A	A	A	A	A	A	A				10-3.4(D)(5)
	Garage or carport	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
	Home <del>occupation</del> <u>based business</u>	A	A	A	A	A	A	A	A							10-3.4(D)(5)( <del>7</del> )
	Outdoor courts, fields, playgrounds and pools	A	A	A	A	A	A	A	A				A	A		10-3.4(D)(8)
	Outdoor seating, commercial					A	A	A	A	A				A		10-3.4(D)(8)

.....

**SECTION 3.** The City Commission hereby amends Chapter 10, entitled, Land Development Code, Section 10-3.4 entitled, “Accessory Uses and Structures”, specifically at Section 10-3.4(D) entitled “Additional Standards for Specific Accessory Uses” as written so that the Code shall read as follows:

**Section 10-3.4 (D) Additional Standards for Specific Accessory Uses**

.....

- (7) **Home ~~Occupations~~ Based Business.** A home ~~occupation~~ based business may be permitted as an accessory use to a principal dwelling unit in any of the residential or mixed-use districts, provided that:
  - (a) **Size/Area Accessory Use.** The activities of the home based businesses must be secondary to the property’s use as a residential dwelling. business or service is located within the dwelling or an associated permitted accessory building, and does not exceed 20 percent of the combined floor area of the structures or 500 square feet, whichever is less.
  - (b) **Employees and Residency.** The principal person or persons providing the business or service shall reside in the dwelling on the premises, except that up to two employees or independent contractors who do not reside at the residential dwelling may work at the business.
  - (c) **Neighborhood Compatibility**
    - (i) All vehicles used in connection with the home ~~occupation~~ based business shall be of a size, and located on the premises in such a manner, so as to not disrupt the quiet nature and visual quality of the neighborhood, the business may not generate a need for parking greater in volume than a similar residence where no business is conducted. and there shall be no more than two vehicles used in connection with any home occupation.
    - (ii) As viewed from the street, the residential property must be consistent with the uses of the residential areas surrounding the property. Any external modifications to a

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~~home based business must conform to the residential character and architectural aesthetics of the neighborhood. No more than one off-street parking space may be provided for the home occupation, in addition to those off-street parking spaces required for the dwelling itself pursuant to this Code.~~

- (iii) No additional parking areas other than driveways shall be located in the required front setback.
- (iv) All business activities must comply with the City's Code concerning signage and equipment processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. There shall be no advertising devices on the property, or other signs of the home occupation, that are visible from outside the dwelling or accessory building.
- (v) All business activities must comply with the City's Code concerning the use, storage, or disposal of hazardous materials. The property shall contain no storage of goods or services that are associated with the home occupation outside of the area approved for a home occupation.
- (vi) The home based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property. Wholesale or retail sales of goods shall not occur on the premises.
- ~~(vii) The home occupation based business shall not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference that can be detected by the normal senses off the premises, including visual or audible interference with radio or television reception. No heavy machinery shall be operated in connection with the home occupation based business. No home occupation based business shall use chemicals, materials, or equipment that are not normally found in a residential area. No pickup or deliveries shall be made by anyone other than the licensee.~~

~~(d) **Prohibited Home Occupations Based Businesses.** The following uses, because of their impacts on the surrounding residential area, shall not be permitted as home occupations based businesses: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four students are being instructed at one time); dental offices; medical offices; the painting of vehicles, trailers or boats; private schools with organized classes; motor vehicle towing operation; gun or ammunition sales; auto sales brokers (if any vehicles for sale are brought to the residence); barber shops having more than one chair, beauty shops having more than one chair; welding shops; nursing homes.~~

.....

**SECTION 4.** The City Commission hereby amends Chapter 10, entitled, Land Development Code, Section 10-4.3 entitled, "Off Street Parking and Loading", as written so that the Code shall read as follows:

**Section 10-4.3 Off-Street Parking and Loading**

.....

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ACCESSORY		
	Assembly hall	1 per 250 SF; 25 percent can be grassed
	Accessory dwelling unit	1 per DU
	Bingo game	1 per 200 SF
	Building-mounted or rooftop antenna	N/A
	Car wash and auto detailing, automatic	1 per 500 SF
	Dormitory or residence hall	1 per 10 beds
	Drive-through service facility	See 10-4.3(l)
	Dwelling, caretaker	1 per DU
	Garage or carport	N/A; Spaces may be counted as required parking spaces
	Home <del>occupation</del> based business	See 10-3.4(7)(i) N/A
	Outdoor courts, fields, playgrounds, and pools	See Schedule C
	Outdoor seating, commercial	See Schedule C
	Outdoor storage non-sales, accessory	See Schedule B
	Outdoor vehicle storage, accessory	See Schedule B
	Satellite dish	N/A
	Small wind energy system	See Schedule C
	Solar energy collection system, accessory use	N/A
	Utility shed	N/A
	Other accessory uses that comply with Code standards	N/A

.....

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

**SECTION 6. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or

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parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

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

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**Title - TO2477 - Land Use map Change of 5601 N Hiatus Road to change the future land use designation of approximately 15.82 gross acres of land from “Commercial” to “Industrial”**

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a Small Scale Land Use Plan Amendment to the City of Tamarac’s Comprehensive Plan Future Land Use Map in accordance with Chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said lands situated, lying, and being in Broward County, Florida, and located at 5601 N Hiatus Road, and more particularly described in the legal description shown in Exhibit “A” attached hereto, to change the future land use designation of approximately 15.82 gross acres of land from “Commercial” to “Industrial” to facilitate and allow for the development of an industrial use and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac (Case No. 1-LUA-21); authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date

Commission District(s):

District 2

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
1 - 5601 LUPA Memo	8/11/2021	Cover Memo
2 - Temporary Ordinance No 2477	8/11/2021	Cover Memo
2 - Exhibit A - Legal Description	8/4/2021	Exhibit
3 - Land Use Plan Amendment – Justification Narrative	8/4/2021	Backup Material
4 - Location Map	8/11/2021	Cover Memo
5 - City of Tamarac Future Land Use Map	8/4/2021	Backup Material
6 - Application for Amendment to the City of Tamarac Land Use Plan	8/4/2021	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 21-08-002M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO:** Michael C. Cernech  
City Manager

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

**DATE:** August 11, 2021

**RE:** 5601 N Hiatus Road Industrial Project – Small Scale Land Use Plan Amendment  
**TEMP ORDINANCE NO. 2477; CASE#:1-LUA-21; MF#:01-00;**

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**RECOMMENDATION:** The Director of Community Development recommends that the Mayor and City Commission approve on First Reading the proposed Small Scale Land Use Plan Amendment to allow for the redevelopment of the subject property into a distribution center at its August 25, 2021, meeting with a condition of approval (see attached Temporary Ordinance No. 2477).

**ISSUE:** Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, BOF FL 5601 Hiatus, LLC, c/o Bridge Investment Group, is requesting approval of a Small Scale Land Use Plan Amendment to change the future land use designation of the subject property from “Commercial” to “Industrial” to allow for the redevelopment of the subject property into a distribution center (see attached Land Use Plan Amendment – Justification Narrative).



Aerial Photograph



## City Commission

### 5601 N Hiatus Road Industrial Project – Small Scale Land Use Plan Amendment

#### 1-LUA-21 – Temporary Ordinance No. 2477

August 11, 2021 – Page 2

**LOCATION:** The developed subject property is located at 5601 N Hiatus Road and is bounded by N Hiatus Road to the east, W Commercial Boulevard to the south, and Madison Avenue to the west (see Aerial Photograph above and attached Location Map). The property is 15.82 gross acres in size that includes the half right-of-way width of N Hiatus Road, W Commercial Boulevard, and Madison Avenue, has a current City of Tamarac Future Land Use designation of “Commercial”, has a Broward County Land Use Map designation of “Commerce”, and a current zoning classification of MU-C (Mixed-Use Corridor) (see attached City of Tamarac Future Land Use Map).

#### Surrounding Land Use and Zoning:

North: Sonny’s Enterprises, car wash equipment manufacturer, zoned BP (Business Park) with a future land use designation of “Commercial.”

South: Shell gasoline service station and vacant property in the City of Sunrise zoned I-1 (Light Industrial) with a future land use designation of “Industrial.”

East: Gold Coast Schools, real estate school, and Care Spot, urgent care facility, zoned MU-C (Mixed-Use Corridor) with a City of Tamarac Future Land Use designation of “Commercial.”

West: Hampton Inn and Suites and Wood Spring Suites hotels zoned MU-C (Mixed-Use Corridor) with a future land use designation of “Industrial.”

**BACKGROUND:** On September 27, 2000, the City Commission approved Resolution No. R-2000-261 granting New Development Site Plan approval to allow for the construction of a one hundred thousand (100,000) square foot, two-story office building with associated parking, landscaping, and infrastructure improvements, and on November 16, 2001, the new two-story office building received a Certificate of Occupancy. The building was home to the Convergys Corporation, a telemarketing sales business, until 2017.

The building was then vacant from 2017 until 2019 when it was occupied as a Federal Services Administrative Office that assisted with the 2020 U.S. Census. The Federal Services Administrative Office was removed in 2021, and the existing building is now currently vacant.

Accompanying this application is a request to change the zoning of the subject property from MU-C (Mixed-Use Corridor) to BP (Business Park). The current MU-C zoning of the subject property does not allow for industrial uses pursuant to the Table of Allowed Use, Section 10-3.2(H), Code of Ordinances. Therefore, the proposed Small Scale Local Land Use Plan Amendment and rezoning is required to allow for the distribution center.

On June 29, 2021, the Governor of the State of Florida approved House Bill No. 487 (see attached House Bill No. 487). The bill increases the maximum acreage of a small scale comprehensive plan amendment from ten (10) acres to fifty (50) acres. It also increases the maximum acreage for a small scale comprehensive plan amendment within a rural area of opportunity from twenty (20) acres to one hundred (100) acres. Thus, the proposed land use amendment to change 15.82 gross acres from “Commercial” to “Industrial” is small scale in nature. However, the proposed Small Scale Local Land Use Plan Amendment does not require review from the State Department of Economic Opportunity following

## City Commission

### 5601 N Hiatus Road Industrial Project – Small Scale Land Use Plan Amendment

#### 1-LUA-21 – Temporary Ordinance No. 2477

August 11, 2021 – Page 3

the approval of the City Commission on First Reading and second reading, and may proceed without notice from the State of Florida.

Additionally, the proposed Scale Local Land Use Plan Amendment will not require an amendment to the Broward County Land Use Plan, as the County's "Commerce" designation will support the industrial use. However, the proposed Small Scale Local Land Use Plan Amendment will require recertification of the City's Future Land Use Map through Broward County Planning Council. The City will require the applicant to complete the land use map recertification process as a condition of approval.

Furthermore, to legally substantiate the granting of the development requests, the applicant will be required to file the appropriate applications with the Broward County to officially amend the existing plat to allow for industrial use on the subject property.

Finally, an application for Site Plan Approval, Major, for the proposed distribution center has been submitted concurrently for review. The application for Site Plan Approval, Major, will be forwarded to the Planning Board and City Commission for review and decision following the review by the Development Review Committee.

**ANALYSIS:** Amending the Comprehensive Plan is a matter committed to the legislative discretion of the City Commission. Section 10-5.4(B)(3), Code of Ordinances, identifies review standards the City Commission shall consider and weigh the relevance and the extent to which the proposed amendment is necessary. These review standards and the responses to each standard, as it applies to the subject petition, are shown below.

*(a) A change in projections or assumptions from those on which the Comprehensive Plan is based: Are public facilities and services available for the proposed use.*

The proposed development is consistent with the existing surrounding land use and zoning designations, as well as with the City's Comprehensive Plan. The proposed amendment provides an additional location for an industrial land use in close proximity to major transportation facilities that includes urban principal arterial rights-of-way and the Sawgrass Expressway. Public facilities and services are available for the proposed distribution center. Finally, the proposed industrial land use represents a decrease in potable water, sanitary sewer, and traffic demand in comparison to the existing office use (see attached Application for Amendment to City of Tamarac Land Use Plan).

The Traffic Circulation Analysis within the attached Application for Amendment to City of Tamarac Land Use Plan is based on the most applicable Institute of Traffic Engineers (ITE) trip generation rates for the existing and proposed land use designations. The existing land use designation for the subject property is Commercial and it is the accepted practice of the Broward County Planning Council to utilize the ITE "Shopping Center" rate to analyze an amendment with a commercial land use designation.

The City's Traffic Consultant, Traf Tech, reviewed the Traffic Circulation Analysis within the attached Application for Amendment to City of Tamarac Land Use Plan for the proposed Land Use Plan Amendment from Commercial to Industrial.

**City Commission**

**5601 N Hiatus Road Industrial Project – Small Scale Land Use Plan Amendment**

**1-LUA-21 – Temporary Ordinance No. 2477**

**August 11, 2021 – Page 4**

Section 1 of the Traffic Circulation Analysis within the attached Application for Amendment to City of Tamarac Land Use Plan identifies the roadways impacted by the amendment, their configuration, and their levels of service. Traf Tech reviewed and confirmed that the daily and peak hour data to be consistent with the latest and most current traffic data reported by the Broward Metropolitan Planning Organization (Broward MPO).

Section 2 of the Traffic Circulation Analysis within the attached Application for Amendment to City of Tamarac Land Use Plan identifies the level of service for the impacted roadways for the long range planning horizon (2040). Traf Tech has reviewed and confirmed that the daily and peak hour data is consistent with the latest and most current traffic data reported by the Broward MPO for the 2040 planning horizon. It was acknowledged that several of the roadway segments within the project's area of influence are projected to operate at Level of Service (LOS) "F" in the 2040 horizon year.

Section 3 of the Traffic Circulation Analysis within the attached Application for Amendment to City of Tamarac Land Use Plan evaluates the traffic impacts of the proposed actions. This analysis is based upon the trip generation characteristics of the existing land use and the proposed land use. The trip generation calculations for the existing land use designation ("Commercial" – Shopping Center) have been reviewed and appear to be reasonable and accurate. Similarly, the trip generation calculations for the proposed land use ("Industrial" – High-Cube Parcel Hub Warehouse) designation have been reviewed and appear to be reasonable and accurate. The conclusion of the analysis is that the proposed land use designation of Industrial yields less daily and peak hour traffic than the current land use designation Commercial.

*(b) Is the plan amendment suitable for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources of the site.*

The plan amendment is suitable for the proposed distribution center in relation to the character of the land and the surrounding area. The subject property is currently developed with a vacant office building with associated parking, landscaping, and infrastructure. As a developed site, there are no natural resources of the site. Additionally, the subject property does not contain any historic resources.

*(c) Is the plan amendment the minimum amount of land needed to achieve the goals and requirements of the Comprehensive Plan.*

The proposed plan amendment is the minimum amount of land needed in order to achieve the goals and requirements of the Comprehensive Plan and redevelop subject property with the proposed distribution center. The applicant has not requested an amendment on any lands other than the subject property.

The proposed amendment is also consistent with the following policies Comprehensive Plan:

Future Land Use Element

Policy 10.8 – Facilitate the development of commercial, industrial, utilities, and other

**City Commission**

**5601 N Hiatus Road Industrial Project – Small Scale Land Use Plan Amendment**

**1-LUA-21 – Temporary Ordinance No. 2477**

**August 11, 2021 – Page 5**

nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

Policy 11.3 – Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

*(d) A change in the policies, objectives, principles, or standards governing the physical development of the City or any other geographic areas addressed by the Comprehensive Plan.*

The subject property contains an office building that is currently vacant. The subject property was utilized by the original commercial tenant until 2017. After being vacant for two (2) years, the subject property was then used on a temporary basis from 2019 until the beginning of 2021. The proposed land use plan amendment from Commercial to Industrial will provide a location for the proposed distribution center as the Industrial land use designation allows for light and heavy industrial uses.

*(e) Identification of errors or omissions in the Comprehensive Plan.*

The proposed amendment does not represent an error or omission in the Comprehensive Plan. The proposed amendment is needed to create a more sustainable development on the subject property.

It is the opinion of the Director of Community Development that the review standards for a comprehensive plan amendment, as outlined in Section 10-5.4(B)(3), Code of Ordinances, have been satisfied. The Director of Community Development supports the request for the proposed Small Scale Land Use Plan Amendment based upon the above analyses of the application.

**CONCLUSION:** This item supports Goal #4 of the City of Tamarac’s 2040 Strategic Plan, “Tamarac is Vibrant.” The approval of the small scale land use plan amendment will allow for the redevelopment of the subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

This request also supports the following policies of the Future Land Use Element of the City of Tamarac 2007 Comprehensive Plan:

Policy 1.4 - The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances.

Policy 7.4 - Tamarac shall consider the impact of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.

Policy 10.8 – Facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

**City Commission**

**5601 N Hiatus Road Industrial Project – Small Scale Land Use Plan Amendment**

**1-LUA-21 – Temporary Ordinance No. 2477**

**August 11, 2021 – Page 6**

Policy 11.3 – Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

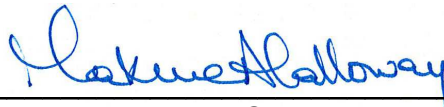
Policy 16.1 - The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in the review and approval of amendments to the City Land Use Element.

The Director of Community Development recommends that the Mayor and City Commission approve on First Reading the proposed Small Scale Land Use Plan Amendment to allow for the redevelopment of the subject property into a distribution center at its August 25, 2021, meeting with the following condition of approval:

1. The applicant shall submit the appropriate applications to the Broward County Planning Council to recertify the City's Future Land Use Map and supply a copy of the approved recertified map to the Community Development Department prior to the issuance of a building permit.

**FISCAL IMPACT:** Construction value to be calculated during review Site Plan Approval, Major, of proposed distribution center.

**INTERVENING ACTION:** At its August 4, 2021 meeting, the Planning Board voted 5-1 to forward a favorable recommendation for the proposed Small Scale Land Use Plan Amendment to allow for the redevelopment of the subject property into a distribution center to the City Commission at its August 25, 2021, meeting for First Reading with the same condition of approval recommended by the Director of Community Development.



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Maxine A. Calloway  
Director of Community Development

Attachments: Temporary Ordinance No. 2477

Land Use Plan Amendment – Justification Narrative

Location Map

City of Tamarac Future Land Use Map

House Bill No. 487

Application for Amendment to City of Tamarac Land Use Plan

MAC:RWJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2021 - \_\_\_\_\_

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING A SMALL SCALE LAND USE PLAN AMENDMENT TO THE CITY OF TAMARAC'S COMPREHENSIVE PLAN FUTURE LAND USE MAP IN ACCORDANCE WITH CHAPTER 163, SPECIFICALLY SECTION 163.3187 OF THE FLORIDA STATE STATUTES, FOR SAID LANDS SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LOCATED AT 5601 N HIATUS ROAD, AND MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION SHOWN IN EXHIBIT "A" ATTACHED HERETO, TO CHANGE THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 15.82 GROSS ACRES OF LAND FROM "COMMERCIAL" TO "INDUSTRIAL" TO FACILITATE AND ALLOW FOR THE DEVELOPMENT OF AN INDUSTRIAL USE AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC (CASE NO. 1-LUA-21); AUTHORIZING TRANSMITTAL OF THE SMALL SCALE LAND USE MAP AMENDMENT TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION OF THE CITY OF TAMARAC FUTURE LAND USE MAP; PROVIDING FOR AMENDMENT TO THE LAND USE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 require adoption of a comprehensive plan; and

WHEREAS, the City of Tamarac, Florida, pursuant to the Local Government Comprehensive Planning Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been submitted to, and reviewed by, the South Florida Regional Planning Council and the State of Florida Department of Economic Opportunity; and

WHEREAS, Section 163.3187(1), Florida Statutes, allows local governments to periodically make small scale land use amendments to their Comprehensive Plan Future Land Use Map, if the proposed amendment: (a) involves a use of fifty (50) acres or

fewer, (b) the proposed amendment does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and (c) the property that is the subject of the proposed amendment is not located within an area of critical state concern; and

WHEREAS, the subject area, consisting of approximately 15.82 gross acres in size, located at 5601 N Hiatus Road and more particularly described in the legal description shown in Exhibit "A" is currently designated by the City Comprehensive Plan Future Land Use Map as "Commercial"; and

WHEREAS, the Broward County Land Use Map designation of the subject property is Commerce; and

WHEREAS, Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, BOF FL 5601 Hiatus, LLC, c/o Bridge Investment Group, has filed an application for a Small Scale Land Use Map Amendment to change the designated use of the 15.82 gross acres from Commercial to Industrial, to allow for the development of an industrial use;

WHEREAS, the Future Land Use Map amendment is being adopted conditionally upon Broward County recertification; and

WHEREAS, the Planning Board, after a duly noticed public hearing held on August 4, 2021, reviewed the Small Scale Land Use Plan Amendment and found the application to be consistent with the goals, policies and objectives of the Comprehensive Plan and recommended approval of the Small Scale Land Use Plan amendment to the Mayor and City Commission; and

WHEREAS, the City Commission of the City of Tamarac finds that the adoption of the proposed Small Scale Land Use Plan Amendment to the Future Land Use Map is consistent with the Comprehensive Plan and in the best interest of the citizens and residents of the City of Tamarac.

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

SECTION 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part of this Ordinance.

SECTION 2: That the City of Tamarac’s Future Land Use Map is hereby amended for the lands for which the legal description is hereto attached as Exhibit “A”, from Commercial to Industrial subject to the following condition:

1. The applicant shall submit the appropriate applications to the Broward County Planning Council to recertify the City’s Future Land Use Map and supply a copy of the approved recertified map to the Community Development Department prior to the issuance of a building permit.

SECTION 3: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City’s amended Future Land Use Map for approval and recertification of same.

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

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

SECTION 6: This Ordinance shall not become effective until thirty-one (31)



days after adoption on second reading, if not otherwise challenged and the Broward County Planning Council recertifies the City's Future Land Use Map as consistent with the County Land Use Plan.

PASSED, APPROVED, ON FIRST READING this            day of            , 2021.

PASSED, APPROVED, ON SECOND READING this            day of            , 2021.

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MICHELLE J. GOMEZ,  
MAYOR

ATTEST:

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JENNIFER JOHNSON, CMC  
CITY CLERK

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

---

JOHN R. HERIN JR.  
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this \_\_\_\_ day of \_\_\_\_\_ 202\_.

Exhibit "A"

A parcel of land being a portion of Tract B and a portion of Tact C, Westpoint Section 7 Plat, according to the plan thereof recorded in Plat Book 162, Page 23, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

Commence at the southeast corner of the southeast one-quarter (SE ¼) of Section 7, Township 49 South, Range 41 East, as shown on said plat;

Thence S. 89°06'50" W., along the south line of said southeast one-quarter (SE ¼), a distance of 1094.63 feet, to a point of intersection with the centerline of Hiatus Road as shown on said plat;

Thence N. 01°07'32" W., along said centerline a distance of 401.53 feet, to a point on the arc of a tangent curve concave to the west;

Thence northerly and northwesterly along the arc of said curve to the left, having: a radius of 1800.00 feet, a central angle of 05°38'03", for an arc distance of 177.00 feet, to a point on a non-tangent line;

Thence west, a distance of 62.87 feet, to a point on the west right-of-way line of said Hiatus Road, said point also being the point of beginning;

Thence continue west, a distance of 1049.07 feet;

Thence S. 00°44'46" E., a distance of 523.40 feet to a point on the south line of said Tract C and the northerly right of way line of Commercial Boulevard as shown on said plat;

Thence N. 89°06'50" E, a distance of 217.00 feet;

Thence S. 84°02'36" E, a distance of 100.72 feet;

Thence N. 89°06'50" E, a distance of 699.81 feet;

Thence N. 43°59'39" E., a distance of 49.59 feet. The previous four courses being coincident with the south line of Tract C and the northerly right of way line of Commercial Boulevard. The next five courses being coincident with the west right of way line for Hiatus Road and the easterly line for said Tract C;

Thence N. 01°07'32" W., a distance of 199.56 feet;

Thence S. 88°52'28" W., a distance of 12.00 feet;

Thence N. 01°07'32" W., a distance of 106.53 feet to a point of curvature of a tangent concave to the west;

Thence northerly along arc of said curve, to the left, having a radius of 1716.00 fee, a central angle of 03°31'18" for an arc distance of 105.47 feet to a point on a non-tangent line;

Thence N. 11°04'37" E., a distance of 74.22 feet to the point of beginning.

Said land situate within the City of Tamarac, Broward County, Florida.

May 10, 2021

City of Tamarac  
Planning and Zoning Department  
7525 NW 88 Avenue, Room 206  
Tamarac, FL 33321

**Re: 5601 Acquisitions, LLC - 5601 N. Hiatus Road**

**Land Use Plan Amendment – Justification Narrative**

On behalf of 5601 Acquisitions, LLC (the “Applicant”), please accept this request for consideration of the proposed land use plan amendment application involving the property located at 5601 N. Hiatus Road (“Property”) in the City of Tamarac (“City”). The Property is generally located at the Northwest corner of Commercial Boulevard and Hiatus Road and consists of approximately 12.5 acres. The Property is currently zoned Mixed-Use Corridor (“MU-C”) with a Commercial land use designation.

The Applicant is requesting that the land use plan designation on the Property be changed from Commercial to Industrial to allow for the proposed distribution facility. The existing MU-C zoning district does not permit the distribution center use desired by the Applicant. The Applicant is also proposing a rezoning to the Business Park (“BP”) zoning district to allow for the proposed distribution.

The Property is currently developed with a two-story 100,980 square feet office building. The Property provides a redevelopment opportunity for industrial development that is consistent with surrounding development and zoning, as well as both the City’s Comprehensive Plan and Broward County Comprehensive Plan. A complete analysis of the proposed land use plan amendment and the impact on community facilities and services is provided with this application. The proposed development request meets the criteria outlined in section 10-5.4(B) of the City’s Land Development Code as indicated below:

- a. A change in projections or assumptions from those based on which the Comprehensive Plan is based: Are public facilities and services available for the proposed use;**

The proposed development is consistent with the surrounding development and land use and zoning designations, as well as with the City’s Comprehensive Plan and Broward County Comprehensive Plan. The proposed amendment provides a location for industrial development in an area with nearby access to major transportation facilities including the

arterial streets and the Sawgrass Expressway, which will be advantageous to the proposed distribution center use. Additionally, when the City’s Comprehensive Plan was prepared, it did not anticipate growth of e-commerce and the need for additional Industrial land needed to accommodate this market shift. Public facilities and services are available for the proposed distribution center use. The proposed use represents a decrease in potable water, sanitary sewer, and traffic demand in comparison to the existing office building.

**b. Is the plan amendment suitable for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources of the site;**

The plan amendment is suitable for the proposed distribution center for a number of reasons related to the character of the Property and the surrounding area. The Property is currently developed with a vacant office building that is in need of redevelopment. As a developed site, there are no environmental or natural resources on the Property that are in need of protection. The Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Property.

**c. Is the plan amendment the minimum amount of land needed to achieve the goals and requirements of the Comprehensive Plan;**

The proposed amendment and development plan is the minimum needed in order to redevelop the underutilized Property with the proposed distribution facility. The Applicant is not requested an amendment on any lands other than the specific land included in the redevelopment plan. The Applicant is requesting that the land use plan designation on the Property be changed from Commercial to Industrial to allow for the proposed use. The proposed amendment is consistent with the surrounding development and land use and zoning designations as further described in the analysis provided by the Applicant. The proposed amendment is also consistent with the City’s Comprehensive Plan and Broward County Comprehensive Plan. Specifically, the proposed amendment is consistent with the following policies of the City’s Comprehensive Plan:

Policy 10.8 Facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

Policy 11.3 Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

The proposed amendment is also consistent with the following policies of the Broward County Land Use Plan:

POLICY 2.3.1 Local governments shall employ their local land use plans, zoning ordinances and land development codes to establish differing intensities of commerce

development compatible with adjacent and surrounding land uses, including but not limited to lands designated “Commercial,” “Industrial” or similar designations by the local land use plan.

POLICY 2.3.2 Local governments shall employ their local land use plans and development regulations to establish appropriate intensity standards for non-residential future land use categories compatible with adjacent existing and future land uses.

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

**d. A change in the policies, objectives, principles, or standards governing the physical development of the City or any other geographic areas addressed by the Comprehensive Plan, or**

The Property is currently underutilized with a vacant office building. The proposed amendment provides a location for industrial development in an area with nearby access to major transportation facilities including the arterial streets and the Sawgrass Expressway, which will be advantageous to the proposed distribution center use. The proposed use satisfies the increasing demand and trend toward e-commerce.

**e. Identification of errors or omissions in the Comprehensive Plan.**

The proposed amendment does not represent an error or omission in the Comprehensive Plan. The proposed amendment is needed to account for a change in market conditions and create a more sustainable development on the Property.

We respectfully request that you consider this proposed land use plan amendment application. Please contact me at (954) 527-6258 should you have any questions related to this request.

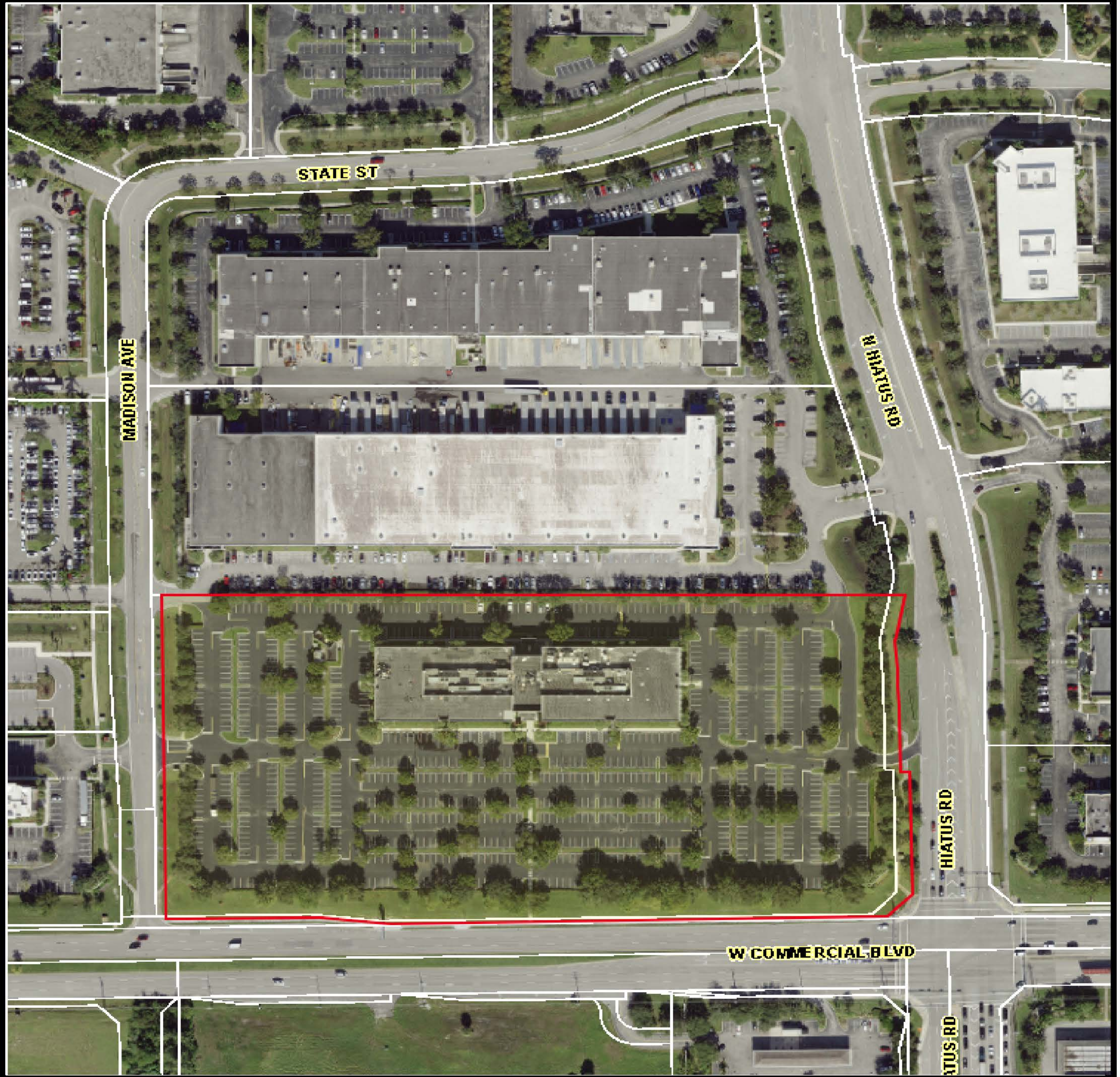
Sincerely,

GREENSPOON MARDER LLP

*Shane Zalonis*

Shane Zalonis  
For the Firm

5601 N Hiatus Road Industrial Project  
Large Scale Land Use Plan Amendment  
and Rezoning  
Case No. 1-LUA-21 and 2-Z-21



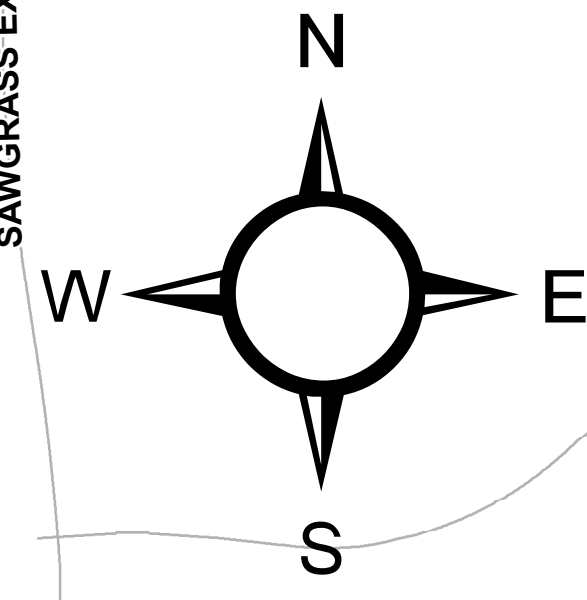
Subject Property



Maxine Calloway, Director  
Community Development  
7525 NW 88 Avenue  
Tamarac, FL 33321  
Telephone (954) 597-3530

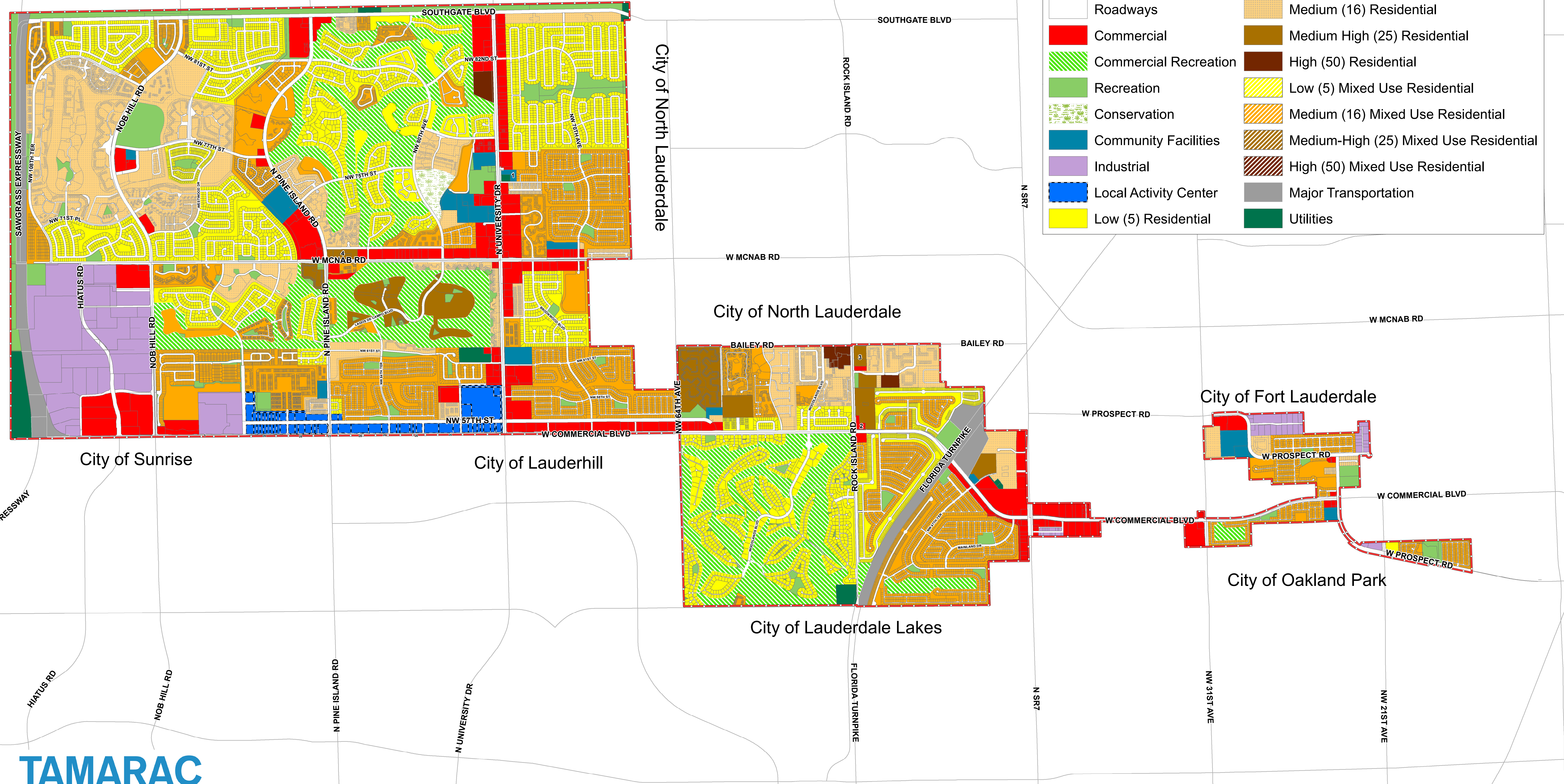
# City of Tamarac Future Land Use Map

LAND USE PLAN AMENDMENTS				
ORDINANCE #	DESIGNATION CHANGE	DEVELOPMENT NAME	FLEXIBILITY UNITS	GROSS ACRES
1	O-2018-13	Utilities to Community Facilities		2.33
2	O-2019-02	Medium-High Residential to Commercial		3.02
3	O-2019-07	Commercial to Medium-High Residential	120	6.64
4	O-2019-09	Commercial to Medium-High Residential	212	8.74

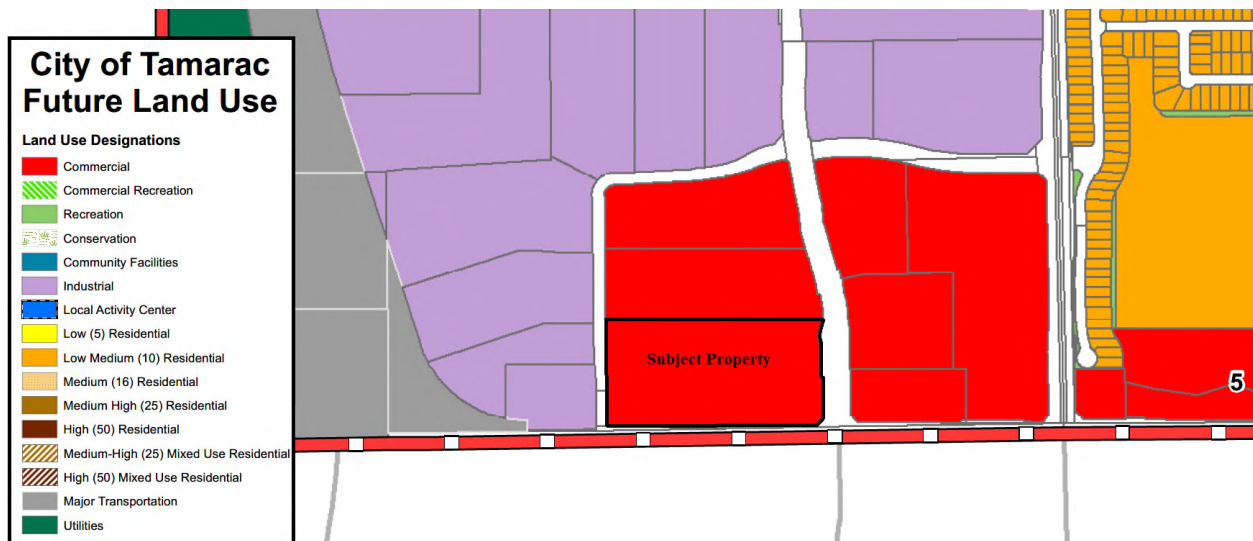


### Legend

	Boundary		Low Medium (10) Residential
	Roadways		Medium (16) Residential
	Commercial		Medium High (25) Residential
	Commercial Recreation		High (50) Residential
	Recreation		Low (5) Mixed Use Residential
	Conservation		Medium (16) Mixed Use Residential
	Community Facilities		Medium-High (25) Mixed Use Residential
	Industrial		High (50) Mixed Use Residential
	Local Activity Center		Major Transportation
	Low (5) Residential		Utilities



# APPLICATION FOR AMENDMENT TO CITY OF TAMARAC LAND USE PLAN



May 2021  
Revised July 2021



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**EXHIBITS**

Exhibit A	Survey of Property
Exhibit B	Location Map
Exhibit C	Current Land Use Plan Designation
Exhibit D	Proposed Land Use Plan Designation
Exhibit E	Potable Water Service Letter
Exhibit F	Sanitary Sewer Service Letter
Exhibit G	Solid Waste Service Letter
Exhibit H	Drainage Service Letter
Exhibit I	Mass Transit Service Letter
Exhibit J	State of Florida Review
Exhibit K	Conceptual Site Plan

**1. TRANSMITTAL INFORMATION**

- A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a Proposed Amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the Proposed Amendment to the Broward County Land Use Plan.**

This amendment application is related only to the City of Tamarac Land Use Plan. The requested land use designation is consistent with the existing Broward County Land Use Plan designation and no amendment is required. Therefore, there is no need to transmit this amendment to Broward County.

- B. Name, title, address, telephone number and e-mail address of the local government contact person.**

Maxine A. Calloway, Esq., AICP  
Director of Community Development  
City of Tamarac  
7525 NW 88 Avenue, Room 206  
Tamarac, FL 33321  
Telephone: (954) 597-3530  
E-mail: maxine.calloway@tamarac.org

- C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan Amendment.**

This amendment application is only to the City of Tamarac Land Use Plan and will not be transmitted to Broward County.

- D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.**

According to the City of Tamarac Land Development Code, notice of the public hearings for a land use plan amendment is published at least seven (7) days prior to the first City Commission public hearing, and at least five (5) days before the second City Commission public hearing. In addition, a sign including the public hearing notice, will be placed on the Property and in the clubhouse or offices of the adjacent homeowners association(s) as applicable, at least ten (10) days before the date fixed for the meeting, in a form established by City staff. Individual notice will also be mailed a minimum of ten (10) days in advance of the meeting to the owner of the land subject to the application (if different from the applicant),

and any organization or person who has registered to receive notice of development application public hearings, and the owners of real property within 400 feet of the land subject to the application.

**E. Whether the amendment is one of the following:**

**\*Development of Regional Impact**

**\*Small-scale development (per Chapter 163.3187 Florida Statutes)**

**\*Emergency (please describe on separate page)**

This amendment does not qualify as any of the above amendment types. The amendment is a large scale amendment to the City of Tamarac Land Use Plan and does not require an amendment to the Broward County Land Use Plan.

**2. APPLICANT INFORMATION**

**A. Name, title, address, telephone number and e-mail address of the applicant.**

5601 Acquisitions, LLC  
1776 Peachtree Street NW, Suite 100  
Atlanta, GA 30309  
Contact: Gene Buckley  
Telephone: (770) 436-3400  
E-mail: GBuckley@tpa-grp.com

**B. Name, title, address, telephone number and e-mail address of the agent.**

Greenspoon Marder LLP  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301  
Contact: Dennis D. Mele, Esq.  
Telephone: (954) 527-2409  
Facsimile: (954) 333-4009  
E-mail: dennis.mele@gmlaw.com

**C. Name, title, address, telephone number and e-mail address of the property owner(s).**

BOF FL 5601 HIATUS LLC  
% BRIDGE INVESTMENT GROUP  
5 Concourse Pkwy, Ste 500  
Atlanta, Georgia 30328-6101  
Contact: Kelly Kuykendall  
Telephone: (407) 269-2125  
E-mail: Kelly.Kuykendall@bridgeig.com

**D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).**

The property that is the subject of this application is located at 5601 Hiatus Road ("Property") and is currently designated Commercial on the City of Tamarac ("City") Land Use Plan and Commerce on the Broward County Land Use Plan. The Property is currently developed with an office building that has been vacant for several years thereby providing very little public benefit to the City. Although the City obtains property tax revenues from the Property, no jobs, services, or sales tax revenues are generated from the vacant office building. This application will result in redevelopment of an underutilized property in a manner that will benefit the community.

The existing Commercial land use plan designation allows for a variety of office and commercial uses. Several factors in the economy have resulted in a decrease in the amount of commercial land needed to serve the population. The demand for brick and mortar retail stores that are permitted by the existing Commercial designation has slowed over the past several years due to the increase of e-commerce over the last decade. That trend was accelerated during the pandemic and is continuing on an upward trend. The demand for office space has declined due in part to heavy reliance on computer technology resulting in more people being able to work remotely. The pandemic has highlighted this trend and there may be even less demand for office space in the area moving forward. For these reasons, the Commercial land use plan designation does not provide for the best use of the Property.

The applicant is requesting that the City Land Use Plan designation on the Property be changed from Commercial to Industrial to allow for the redevelopment of the Property as a distribution center. The high demand and growing trend of e-commerce reinforces the need for the proposed use and the location of this Property is well suited for a distribution center. The Property is located with direct access to major transportation facilities including the arterial roadways and the Sawgrass Expressway, which will be advantageous to the proposed distribution center use. The distribution center will provide additional jobs for the residents of the City as well as increased sales tax revenues from the many employees shopping and eating in the nearby establishments in the City.

The Proposed Amendment will result in a development that is compatible with the surrounding area. The City and its neighbor to the south, City of Sunrise, have both established commerce centers that surround the Property. The parcels to the west and south are currently designated Industrial on the respective land use plans. The parcel immediately to the north is designated Commercial but the existing use is a heavy commercial/warehouse use. In addition, there are no residential uses in the immediate area of the Property.

This Property provides a redevelopment opportunity for industrial development that is consistent with surrounding development and zoning, as well as the City's

Comprehensive Plan. The Proposed Amendment supports the City’s redevelopment objectives because it will result in a more sustainable development. The analysis in this application demonstrates that there is adequate capacity in the municipal infrastructure systems to accommodate the proposed development. In addition, when the traffic generated by the maximum allowable development under the existing land use plan designation is compared with the proposed distribution center, there is a reduction of traffic. Finally, the redevelopment will provide job opportunities for residents and increased tax revenues for the City.

**3. AMENDMENT SITE DESCRIPTION**

**A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the Proposed Amendment.**

The Property is located at the northwest corner of West Commercial Boulevard and Hiatus Road. The Property contains approximately 12.55 acres.

**B. Sealed survey, including legal description of the area proposed to be amended.**

A survey of the Property proposed to be amended is provided as **Exhibit A**. A more legible digital copy is also provided with this application.

**C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.**

A location map that identifies the boundaries of the Property is provided as **Exhibit B**. The proposed use of the Property is a distribution center with approximately 68,000+/- square feet of building area.

**4. EXISTING AND PROPOSED USES**

**A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.**

The existing and proposed land use plan designations on the Property are provided below.

	<b>Broward County</b>	<b>City of Tamarac</b>
Current	Commerce	Commercial
Proposed	Commerce	Industrial

The current City Land Use Plan designation for the Property is depicted on **Exhibit C**. The proposed City Land Use Plan designation is depicted on **Exhibit D**.

**B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.**

The flexibility provisions of the Broward County Land Use Plan have not been used for areas adjacent to the Property. This application does not include a request for allocation of flexibility provisions.

**C. Existing use of amendment site and adjacent areas.**

Amendment Site: Office

Adjacent Properties: North: Warehouse  
South: Vacant, Gas Station (City of Sunrise)  
East: Office, Retail, Restaurant, Urgent Care  
West: Hotels

**D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.**

For analytical purposes, this application assumes that a 125,500 square foot distribution facility could be constructed on the property. This square footage number is based on a ratio of 10,000 square feet of building area per acre. Although the City Land Use Plan and Land Development Code may allow a larger building, this is the professionally accepted development intensity used for analyzing land use plan amendments.

**E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.**

The Property is currently designated Commercial and contains 12.55 acres. For the purposes of the analysis of the impacts of this requested amendment, the maximum allowable development on the Property is assumed to be 125,500 square feet of commercial/shopping center use.

**5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES**

**The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each**

public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

**A. Potable Water Analysis**

- 1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.**

The City's 10 Year Water Supply Facilities Work Plan is dated May 16, 2016, and was adopted on December 14, 2016. The adopted level of service for potable water service as specified in the Infrastructure Element of the City of Tamarac Comprehensive Plan is as follows:

- 110 gallons per capita per day in the Western Service Area (Tamarac Water Treatment Plant)
- 179 gallons per capita per day in the Eastern Service Area (Fort Lauderdale Water Treatment Plants)
- 115 gallons per capita per day in the BCU Service Area (Broward County Water Treatment Plants)

- 2. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.**

The City of Tamarac receives potable water from three separate water service providers. The Proposed Amendment is located in the region of the western service area, which receives potable water from the Tamarac Water Treatment Plant located at 7803 N.W. 61 Street.

The current plant accelerator treatment capacity is rated at 16 million gallons per day ("MGD") with a filtration capacity rated at 16 MGD. The plant draws water from 19 active raw water wells currently permitted by SFWMD to withdraw 7.58 MGD, not to exceed the monthly average of 8.04 MGD. The current average withdrawal rate of the plant is 6.72 MGD. A proposed commitment of 241,250 gallons per day ("GPD") is currently allocated to development projects within the City. The City's water treatment plant has sufficient capacity to meet the proposed water demands resulting from the proposed development. The City of Tamarac has a 20-year consumptive use permit (CUP No. 06-00071-W) with the



South Florida Water Management District (“SFWMD”). The expiration date of the permit is February 12, 2024.

3. **Identify the net impact on potable water demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.**

<b>Current Land Use Plan Designation: Commercial</b>		
<b>Development Intensity</b>	<b>Generation Rate*</b>	<b>Demand</b>
125,500 sq. ft. Commercial	42 GPD/1,000 sq. ft.	5,271 GPD
<b>Proposed Land Use Plan Designation: Industrial</b>		
<b>Development Intensity</b>	<b>Generation Rate*</b>	<b>Demand</b>
125,500 sq. ft. Warehouse	33 GPD/1,000 sq. ft.	4,141 GPD
		<b>Net Change: -1,130 GPD</b>

\*Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

4. **Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See **Exhibit E**.

Mustafa Albassam, P.E.  
 City Engineer  
 City of Tamarac  
 6011 Nob Hill Road, 2<sup>nd</sup> Floor  
 Tamarac, FL 33321  
 (954)597-3705  
[Mustafa.Albassam@tamarac.org](mailto:Mustafa.Albassam@tamarac.org)

**B. Sanitary Sewer Analysis**

1. **Provide the sanitary sewer level of service per the adopted and certified local land use plan.**

The adopted level of service for sanitary sewer service in the City as specified in the Infrastructure Element of the City of Tamarac Comprehensive Plan is 124 gallons per capita per day in the Western Service Area (Broward County Wastewater Treatment Facilities) and 131 gallons per capita per day in the Eastern Service Area (Fort Lauderdale Wastewater Treatment Facilities).

2. **Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current**

**and committed demand on the plant and planned plant capacity expansions, including year and funding sources.**

The Property is located in the western service area, where wastewater generated is conveyed to Broward County’s wastewater system and treated at the Broward County North Regional Wastewater Plant (“BCNRWP”) at 2555 West Copans Road in the City of Pompano Beach. The City of Tamarac maintains an interlocal agreement with Broward County to treat all wastewater generated in the western service area. The agreement provides a maximum of 8.04 MGD reserve capacity at the North Regional Wastewater Treatment Plant (“NRWT”). The NRWT has a design capacity of 95 MGD. The current plus committed demand on plant capacity is 75.17 MGD. The available plant capacity is 19.83 MGD. The NRWT is presently servicing the Property and can provide sanitary sewer services to the Property from the existing facilities. There are no planned wastewater treatment plant capacity increases at this time. The plant capacity of 95 MGD is projected to serve the needs of all the large users including the City of Tamarac through the year 2040.

3. **Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot\* or dwelling unit.**

<b>Current Land Use Plan Designation: Commercial</b>		
<b>Development Intensity</b>	<b>Generation Rate*</b>	<b>Demand</b>
125,500 sq. ft. Commercial	34 GPD/1,000sq. ft.	4,267 GPD
<b>Proposed Land Use Plan Designation: Industrial</b>		
<b>Development Intensity</b>	<b>Generation Rate*</b>	<b>Demand</b>
125,500 sq. ft. Industrial Warehouse	27 GPD/1,000sq. ft.	3,388 GPD
		<b>Net Change: -879 GPD</b>

\*Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

4. **Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See Exhibit F.

**C. Solid Waste Analysis**

1. **Provide the solid waste level of service per the adopted and certified local land use plan.**

According to the City’s Comprehensive Plan, the adopted level of service for solid waste is 8.9 pounds per capita per day at Broward County Disposal Facilities (BIC Landfill and Resource Recovery Facility). All solid waste collection is provided by City contracted service providers.

2. **Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.**

Waste Management, Inc. is responsible for solid waste collection services within the City limits. The City doesn't own or operate any solid waste processing facilities. The City contracts with Waste Management, Inc. for processing and transportation of all the City's municipal waste. Waste Management has adequate staff, fleet, and ability to continue collecting and transporting the City’s solid waste through 2032. The solid waste facility servicing the disposal of solid waste for the subject area is the Wheelabrator South Broward facility located in the City of Fort Lauderdale. This facility has the capacity to process approximately 840,000 tons of waste per year. The capacity of the facility can process 840,000 tons of waste per year. Last year the facility processed 835,738 tons of waste per year.

3. **Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot\* or dwelling unit.**

<b>Current Land Use Plan Designation: Commercial</b>		
<b>Development Intensity</b>	<b>Generation Rate</b>	<b>Demand</b>
125,500 sq. ft. Commercial	1 lb./100 sq. ft./day	1,255 lbs./day
<b>Proposed Land Use Plan Designation: Industrial</b>		
<b>Development Intensity</b>	<b>Generation Rate*</b>	<b>Demand</b>
125,500 sq. ft. Warehouse	2 lbs./100 sq. ft./day	2,510 lbs./day
		<b>NET CHANGE: +1,255 lbs./day</b>

\*Table 6-A Solid Waste Generation Rates, Broward County Comprehensive Plan, Solid Waste Element

4. **Correspondence from the solid waste provider verifying the information submitted as part of the application in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See Exhibit G.

Bob Hely  
 Wheelabrator Technologies

Marketplace Manager  
4400 S State Road 7  
Fort Lauderdale, FL 33314  
(954)581-6606  
[rhely@wtienergy.com](mailto:rhely@wtienergy.com)

**D. Drainage Analysis**

**1. Provide the drainage level of service per the adopted and certified local land use plan.**

The adopted level of service standards for drainage facilities as contained in the City of Tamarac Comprehensive Plan are as follows:

- a. FEMA criteria for minimum floor elevation and protection of floodplains;
- b. Standards as established by the Broward County Department of Natural Resources, South Florida Water Management District, Broward County Water Management Division, and the City of Tamarac for off-site discharge, on-site retention, and best management practices for pollutant discharge; and
- c. Ten (10) year storm will produce a headwater no higher than four (4) inches above the lowest catch basin rim in parking lots or two (2) inches below the edge of pavement in subdivisions.

**2. The elevation for the area depicted on the “100 Year Flood Elevation Map. ”Identify the drainage district and drainage systems serving the amendment area.**

The Broward County 100 Year Flood Map depicts the Property with elevation 9.5 NAVD. The Property is within the drainage jurisdiction of the Broward County Environmental Engineering and Permitting Division and South Florida Water Management District. The primary drainage system is the South Florida Water Management district, the secondary system is the City, and the tertiary system is the Westpoint Center. There is no local drainage district.

**3. Identify any planned drainage improvements, including year, funding sources and other relevant information.**

No improvements are planned by the City to serve this Property.

**4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.**

**Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.**

There is an existing Broward County Surface Water Management License for the Property SWM1998-002-10 and South Florida Water Management District Environmental Resource Permit ERP Application # 06-02068-S-05. These approvals will be modified for the new development.

- 5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.**

**The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.**

The wet season water level for the Property is 4.5 NAVD. The design storm elevation for the 10 year 1 day, 25 year 3 day and 100 year 3 day events is 9.5 NAVD. The remainder of the information is unavailable at this time and will be provided after the storm drainage analysis is prepared after completion of the preliminary site plan.

- 6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.**

See Exhibit H.

**E. Recreation and Open Space Analysis**

- 1. Provide the recreation and open space level of service per the adopted and certified local land use plan.**

The City has adopted a level of service for public parks, recreation, and open space of 3 acres per 1,000 population.

- 2. For amendments which will result in an increased demand for “community parks” acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.**

Not applicable to this application.

3. **Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.**

Not applicable to this application.

4. **Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.**

Not applicable to this application.

5. **As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.**

Not applicable to this application. This Proposed Amendment does not result in a loss of open space.

**F. Traffic Circulation Analysis**

1. **Identify the roadways impacted by the Proposed Amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.**

The roadway network that will be most impacted by the Proposed Amendment includes one (1) east-west roadway and three (3) north-south roadways. These four (4) roadways include Commercial Boulevard (State Road 870), Hiatus Road, Nob Hill Road, and Pine Island Road.

The number of lanes, roadway capacity, current traffic volumes, adopted levels of service (LOS), and current operating conditions (LOS) of the roadway segments located within the study area are documented in Tables 1a and 1b. Table 1a shows existing conditions on all study roadway segments for daily conditions while Table 1b includes current conditions during the critical PM peak hour. As shown in these two tables, all study roadway segments are currently operating at acceptable levels of service (LOS).

**Table 1a: Existing Traffic Conditions (Daily)**

Roadway		Lanes	Capacity	2019 AADT	Level of Service	
From	To				Adopted	Current
<b>Commercial Boulevard</b>						
west	Hiatus Rd	6	59,900	37,000	D	C
Hiatus Rd	Nob Hill Rd	6	59,900	37,000	D	C
Nob Hill Rd	Pine Island Rd	6	59,900	38,500	D	C
Pine Island Rd	east	6	59,900	48,000	D	C
<b>Hiatus Road</b>						
south	Commercial Blvd	4	37,810	14,200	D	C
Commercial Blvd	McNab Rd	4	37,810	14,900	D	C
<b>Nob Hill Road</b>						
south	Commercial Blvd	4	37,810	30,500	D	C
Commercial Blvd	McNab Rd	4	37,810	31,000	D	C
McNab Rd	north	4	37,810	24,500	D	C
<b>Pine Island Road</b>						
south	Commercial Blvd	6	56,905	36,000	D	C
Commercial Blvd	McNab Rd	6	56,905	29,000	D	C
McNab Rd	north	4	37,810	28,500	D	C

Source: Broward Metropolitan Planning Organization (MPO).

**Table 1b: Existing Traffic Conditions (PM Peak Hour)**

Roadway		Lanes	Capacity	2019 AADT	Level of Service	
From	To				Adopted	Current
<b>Commercial Boulevard</b>						
west	Hiatus Rd	6	5,390	3,515	D	C
Hiatus Rd	Nob Hill Rd	6	5,390	3,515	D	C
Nob Hill Rd	Pine Island Rd	6	5,390	3,658	D	C
Pine Island Rd	east	6	5,390	4,560	D	C
<b>Hiatus Road</b>						
south	Commercial Blvd	4	3,401	1,349	D	C
Commercial Blvd	McNab Rd	4	3,401	1,416	D	C
<b>Nob Hill Road</b>						
south	Commercial Blvd	4	3,401	2,898	D	C
Commercial Blvd	McNab Rd	4	3,401	2,945	D	C
McNab Rd	north	4	3,401	2,328	D	C
<b>Pine Island Road</b>						
south	Commercial Blvd	6	5,121	3,420	D	C
Commercial Blvd	McNab Rd	6	5,121	2,755	D	C
McNab Rd	north	4	3,401	2,708	D	C

Source: Broward Metropolitan Planning Organization (MPO).

2. **Identify the projected level of service for the roadways impacted by the Proposed Amendment for the long range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.**

Tables 2a and 2b document the projected levels of service (LOS) for the primary roadways located near the Property. The 2040 projected daily traffic volumes (AADT) and PM peak hour volumes were obtained from the Broward MPO and their most recent Level of Service Spreadsheet (Broward County Roadway Capacity and Level of Service Analysis for 2019 and 2040).

**Table 2a: Future Traffic Conditions (Daily)**

Roadway From	To	Lanes	Capacity	2040 AADT	Level of Service	
					Adopted	Current
<b>Commercial Boulevard</b>						
west	Hiatus Rd	6	59,900	46,300	D	C
	Hiatus Rd	6	59,900	46,300	D	C
	Nob Hill Rd	6	59,900	52,200	D	C
	Pine Island Rd east	6	59,900	57,500	D	C
<b>Hiatus Road</b>						
south	Commercial Blvd	4	37,810	50,600	D	F
	Commercial Blvd	4	37,810	46,800	D	F
<b>Nob Hill Road</b>						
south	Commercial Blvd	4	37,810	38,400	D	F
	Commercial Blvd	4	37,810	49,300	D	F
	McNab Rd north	4	37,810	42,900	D	F
<b>Pine Island Road</b>						
south	Commercial Blvd	6	56,905	63,800	D	F
	Commercial Blvd	6	56,905	49,100	D	C
	McNab Rd north	4	37,810	47,800	D	F

Source: Broward Metropolitan Planning Organization (MPO).



**Table 2b: Future Traffic Conditions (PM Peak Hour)**

Roadway From	To	Lanes	Capacity	2040 AADT	Level of Service	
					Adopted	Current
<b>Commercial Boulevard</b>						
west	Hiatus Rd	6	5,390	4,399	D	C
Hiatus Rd	Nob Hill Rd	6	5,390	4,399	D	C
Nob Hill Rd	Pine Island Rd	6	5,390	4,959	D	C
Pine Island Rd	east	6	5,390	5,463	D	F
<b>Hiatus Road</b>						
south	Commercial Blvd	4	3,401	4,807	D	F
Commercial Blvd	McNab Rd	4	3,401	4,446	D	F
<b>Nob Hill Road</b>						
south	Commercial Blvd	4	3,401	3,648	D	F
Commercial Blvd	McNab Rd	4	3,401	4,684	D	F
McNab Rd	north	4	3,401	4,076	D	F
<b>Pine Island Road</b>						
south	Commercial Blvd	6	5,121	6,061	D	F
Commercial Blvd	McNab Rd	6	5,121	4,665	D	C
McNab Rd	north	4	3,401	4,541	D	F

Source: Broward Metropolitan Planning Organization (MPO).

- 3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant can provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.**

The Daily and PM peak hour trip generation potential of the existing City Land Use Plan designation and the proposed City Land Use Plan designation (at maximum intensity) has been calculated using trip generation rates published by the Institute of Transportation Engineers (ITE) in the document Trip Generation, Tenth Edition. The trip generation comparison analysis was based on the following assumptions:

**EXISTING LAND USE AND INTENSITY**

- Retail: 125,500 square feet of retail space

**PROPOSED LAND USE AND INTENSITY**

- Warehouse: a 125,500 square foot facility

According to the subject ITE document, the most appropriate land use categories representing existing and future land use designations are Land Use #820 – Shopping Center and Land Use #156 – High-Cube Parcel Hub Warehouse, respectively. Trip generation rates and equations used to determine the vehicle trips associated with this analysis are shown below.

**Shopping Center – ITE Land Use #820**

- Weekday:  $T = 37.75 (X)$  where T = number of trips and X = 1,000 square feet gross leasable area
- AM Peak Hour:  $T = 0.94 (X)$
- PM Peak Hour:  $T = 3.81 (X)$

**High-Cube Parcel Hub Warehouse – ITE Land Use #156**

- Weekday:  $T = 7.75 (X)$  where T = number of trips and X = 1,000 square feet gross floor area
- AM Peak Hour:  $T = 0.70 (X)$
- PM Peak Hour:  $T = 0.64 (X)$

Table 3 presents the results of the trip generation comparison analysis.

**Table 3: Trip Generation Comparison Analysis**

Land Use	Scale	Units	Number of Trips		
			AM Peak	PM Peak	Daily
<b>APPROVED LAND USE</b>					
Shopping Center (LUC 820)	125.50	ksf	118	478	4,738
<b>Total</b>			<b>118</b>	<b>478</b>	<b>4,738</b>
<b>PROPOSED LAND USE</b>					
High-Cube Parcel Hub Warehouse (LUC 156)	125.50	ksf	88	80	973
<b>Total</b>			<b>88</b>	<b>80</b>	<b>973</b>

Source: ITE Trip Generation Manual (10th Edition)

<b>Difference</b>	-	-	<b>(30)</b>	<b>(398)</b>	<b>(3,765)</b>
-------------------	---	---	-------------	--------------	----------------

4. Provide any transportation studies relating to this amendment, as applicable.

Additional traffic studies will be provided during the site plan review process.

**G. Mass Transit Analysis**

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

According to the Broward County Transit (“BCT”) Division, BCT Route 55 is located within one-quarter mile of the amendment site. Please refer to the table below for detailed information regarding Route 55.

As part of the 30 year Mobility Advancement Program, BCT plans to implement several fixed route bus improvements, including shorter headways, increased span of service, and route realignment to better meet passenger needs. New local service via McNab Road/Cypress Creek Boulevard, between Federal Highway and Hiatus Road, is currently prioritized for study as part of the Transit Development Plan. Capital improvements to existing or future bus stops located adjacent to the Property will be addressed during the project’s development review process.

BCT has adequate capacity for current and planned services to meet additional service demand as described in this Proposed Amendment.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
BCT 55	Weekday	6:00a – 11:04p	30 Minutes
	Saturday	6:00a – 11:04p	30 Minutes
	Sunday	7:05a – 10:19p	45 Minutes

**2. Describe how the Proposed Amendment furthers or supports mass transit use.**

The Proposed Amendment will provide additional job opportunities along an existing mass transit route. Route 55 runs along Hiatus Road and Nob Hill Road and provides service into the Property and the northwest area of the City. Route 55 also runs along Commercial Boulevard from Nob Hill Road to A1A. This route provides residents in the City the opportunity to travel to numerous shopping and employment opportunities using mass transit.

**3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.**

See Exhibit I.

**H. Public Education Analysis**

**1. Public School Impact Application.**

Not applicable to this application.

2. **The associated fee in the form of a check made payable to the SBBC.**

Not applicable to this application.

3. **Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.**

Not applicable to this application.

## 6. **ANALYSIS OF NATURAL AND HISTORIC RESOURCES**

**Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.**

- A. **Historic sites or districts on the National Register of Historic Places or locally designated historic sites.**

The Property is currently developed with an office building. The Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. In addition, no National Register historic sites are located adjacent to the Property.

- B. **Archaeological sites listed on the Florida Master Site File.**

Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Property. Correspondence from the Florida Department of State, Division of Historical Resources confirming this information is provided as **Exhibit J**.

- C. **Wetlands.**

According to the Broward County Wetlands Map dated December 31, 2017 there are no wetlands on the Property. Further, the Property is currently developed and no wetlands exist on the Property.

- D. **Local Areas of Particular Concern as identified within the Broward County Land Use Plan.**

The Property is not identified as a Local Area of Particular Concern.

- E. **Priority Planning Area Map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.**

According to the map published by Broward County dated December 8, 2015, the Property is not located in a Priority Planning Area.

- F. "Endangered" or "threatened species" or "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.**

The Applicant is not aware of any endangered or threatened species or species of special concern on the Property.

- G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.**

The Applicant is not aware of any listed plants located on the Property.

- H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 "Wellfield Protection." If so, specify the affected zone and any provisions which will be made to protect the wellfield.**

According to the Broward County Wellfield Map, the Property is not located within a wellfield zone of influence.

- I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.**

The Property is currently developed land. Additional soil may need to be added during the development to comply with current flood protection regulations.

- J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.**

The Property is not an oceanfront property. Thus, the proposed development will not affect any beach access.

## **7. AFFORDABLE HOUSING**

**Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.**

Not applicable to this application.

## 8. LAND USE COMPATIBILITY

**Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.**

The City of Tamarac Comprehensive Plan includes identifies specific policies that address land use compatibility including the following:

**Policy 1.4:** The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board of agendas of surrounding cities to identify land use proposals which might affect the City of Tamarac.

**Explanation:** The Property is located adjacent to the Commercial Boulevard corridor. The current land use plan designation is Commercial on the City Land Use Plan. The surrounding uses include a mixture of commercial and industrial uses. Specifically, there are hotels to the west, and a mixture of office, retail, and restaurant uses to the East. A warehouse is located to the north. South of the Property across Commercial Boulevard is within the municipal limits of the City of Sunrise and includes a gas station as well as vacant land zoned for industrial use. The Applicant is requesting a land use plan amendment to facilitate development of a distribution facility. The proposed Conceptual Site Plan for the Property is provided as **Exhibit K**. The proposed Industrial land use designation and distribution facility is consistent with the surrounding area, as it mirrors the industrial land use designation of the properties West and South.

**Policy 15.3:** The City of Tamarac shall coordinate its land use planning and implementation activities with those of adjacent cities in order to enhance consistency and compatibility among the cities' plans.

**Explanation:** The land located south of the Property across Commercial Boulevard is in the municipal limits of the City of Sunrise. The City of Sunrise Land Use Plan designation is Industrial in this area, and is currently zoned for Light Industrial uses. The Proposed Amendment and the resulting distribution facility is consistent and compatible with the land use plan and zoning designations in the City of Sunrise.

**Policy 16.1:** The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in review and approval of amendments to the City Land Use Element.

**Explanation:** The Proposed Amendment will result in a development that is compatible with the surrounding area. The City and its neighbor to the south, City of Sunrise, have both established commerce centers that surround the Property. The parcels to the west

and south are currently designated Industrial on the respective land use plans. The parcel immediately to the north is designated Commercial but the existing use is a heavy commercial/warehouse use. In addition, there are no residential uses in the immediate area of the Property. The Community Development Department will conduct a detailed review of the site plan to ensure that the site design elements such as setbacks and buffers are sufficient to maximize compatibility with the surrounding properties.

**9. HURRICANE EVACUATION ANALYSIS**

**(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).**

**Provide a hurricane evacuation analysis based on the Proposed Amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.**

According to the Broward County Emergency Evacuation Map, the Property is not located within an evacuation zone.

**10. REDEVELOPMENT ANALYSIS**

**Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.**

The Property is not located within a Community Redevelopment Area.

**11. INTERGOVERNMENTAL COORDINATION**

**Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.**

The land located south of the Property across Commercial Boulevard is located in the municipal limits of the City of Sunrise. An additional copy of this application will be provided to the City of Tamarac for distribution to the City of Sunrise.

**12. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN**

Specifically the Proposed Amendment is consistent with the following policies of the County Land Use Plan:

**POLICY 2.3.1** Local governments shall employ their local land use plans, zoning ordinances and land development codes to establish differing intensities of commerce development compatible with adjacent and surrounding land uses, including but not limited to lands designated “Commercial,” “Industrial” or similar designations by the local land use plan.

**POLICY 2.3.2** Local governments shall employ their local land use plans and development regulations to establish appropriate intensity standards for non-residential future land use categories compatible with adjacent existing and future land uses.

**Explanation:** The Proposed Amendment is compatible with the adjacent and surrounding land uses. The majority of the land in the area between the Sawgrass Expressway and Nob Hill Road and between Commercial Boulevard and McNab Road is designated for industrial land use. The areas located adjacent to the Property to the west, northwest, and south are also share the proposed Industrial land use designation. The proposed distribution center is consistent and compatible with the established development pattern in the area.

**POLICY 2.1.2** The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

**Explanation:** The Proposed Amendment will promote redevelopment of an existing underutilized property that contains a vacant office building. Tax revenues will increase and additional job opportunities will be created through the redevelopment of the Property. The Property is in an ideal location for the proposed distribution center because it has direct access to major transportation facilities including the arterial streets and the Sawgrass Expressway. There are no residential uses in the immediate area of the Property.

**POLICY 2.14.7** Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

**Explanation:** The traffic study provided with this application demonstrates that when the maximum allowable development under the current land use plan designation is compared to the same for the proposed land use plan designation the amendment will result in a decrease in traffic.

**13. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF TAMARAC LAND USE PLAN**

**Policy 1.4** The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community



Development Department will continue to review the Planning Commission Board agendas for surrounding cities to identify land use proposals which might affect the City of Tamarac.

**Explanation:** The analysis provided in Section 8 of this application demonstrates that Proposed Amendment is consistent and compatible with the existing uses and land use plan designations in the surrounding area.

**Policy 1.5** The City will continue to promote “quality development” in all land use categories by the establishment of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.

**Explanation:** The Proposed Amendment promotes the industrial redevelopment of a currently underutilized vacant office building on the Property. The Community Development Department will review the proposed site plan and implement the City’s Land Development Code and design criteria to develop a high quality distribution center that will be an asset to the community.

**Policy 10.8** Facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

**Explanation:** The Land Use Plan identifies a large area in the western portion of the City that is most appropriate for industrial development given the convenient access to the Sawgrass Expressway. This area ensures that industrial uses are separated from the predominately residential areas of the City and do not adversely affect existing or future residential areas. The Proposed Amendment will allow for a distribution center to be development in this nonresidential area of the city where it is consistent and compatible with the existing uses and land use plan designations in the surrounding area.

**Policy 11.2** The City’s Land Development regulations shall continue to require safe and convenient onsite traffic circulation and adequate off-street parking.

**Explanation:** The proposed Conceptual Site Plan for the Property is provided as **Exhibit K**. Safe and convenient traffic circulation is a necessity for a distribution facility and the plan is designed with priority given to onsite traffic circulation. Adequate off-street parking is also represented on the plan. City staff will review details of the access, circulation and parking during the site plan review process to determine the adequacy of these elements.

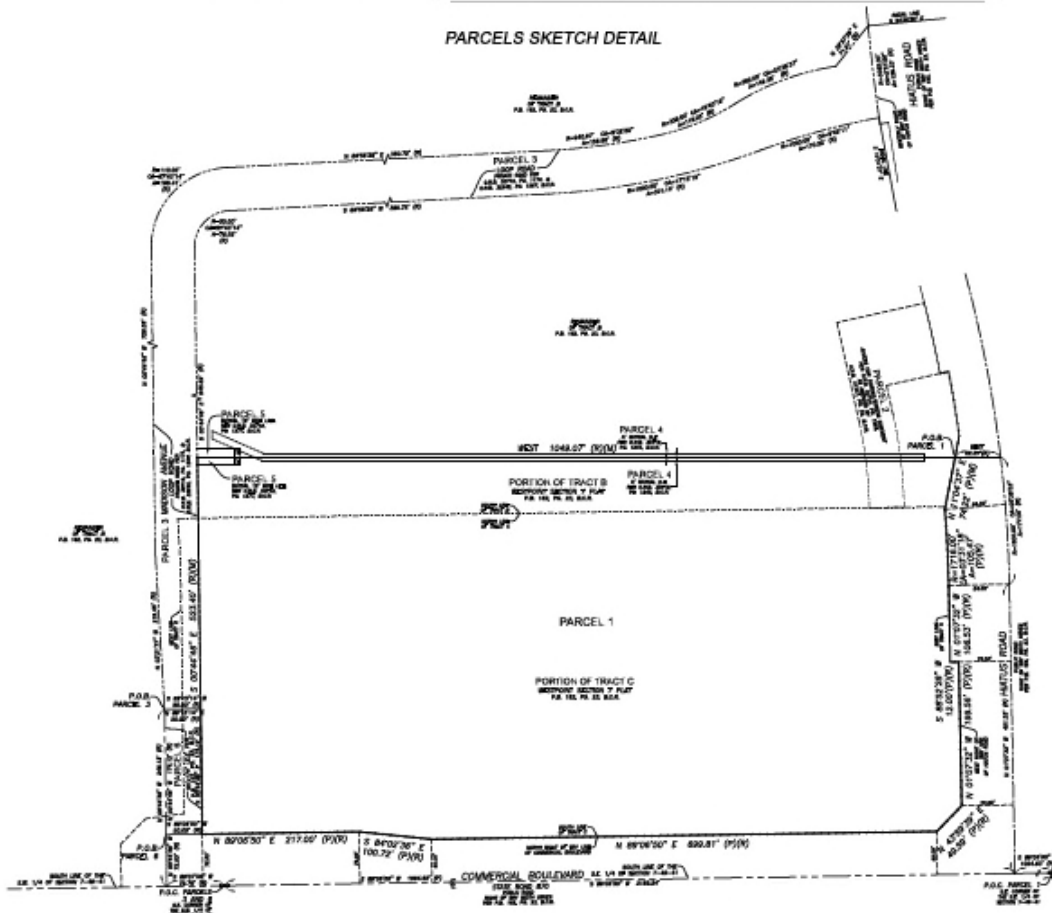
**Policy 11.3** Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

**Explanation:** The Property is located within a half mile of the Sawgrass Expressway, and is adjacent to Commercial Boulevard, one of the City's main arterial roads. The Property provides for excellent access to major transportation facilities that are needed for a successful distribution facility.



ALTA INSPS LAND TITLE SURVEY OF: **5601 N. HIATUS ROAD, TAMARAC, FL**

PARCELS SKETCH DETAIL



ALTA INSPS LAND TITLE SURVEY  
 TRACTS B AND C  
 PORTION OF SECTION 7 PLAT  
 OF SECTION 36 RANGE 28 E C 1 E  
 COUNTY OF PALM BEACH STATE OF FLORIDA

DATE	11/11/2011
BY	J.M.O.
CHECKED BY	J.M.O.
SCALE	AS SHOWN

ECS2527  
 02

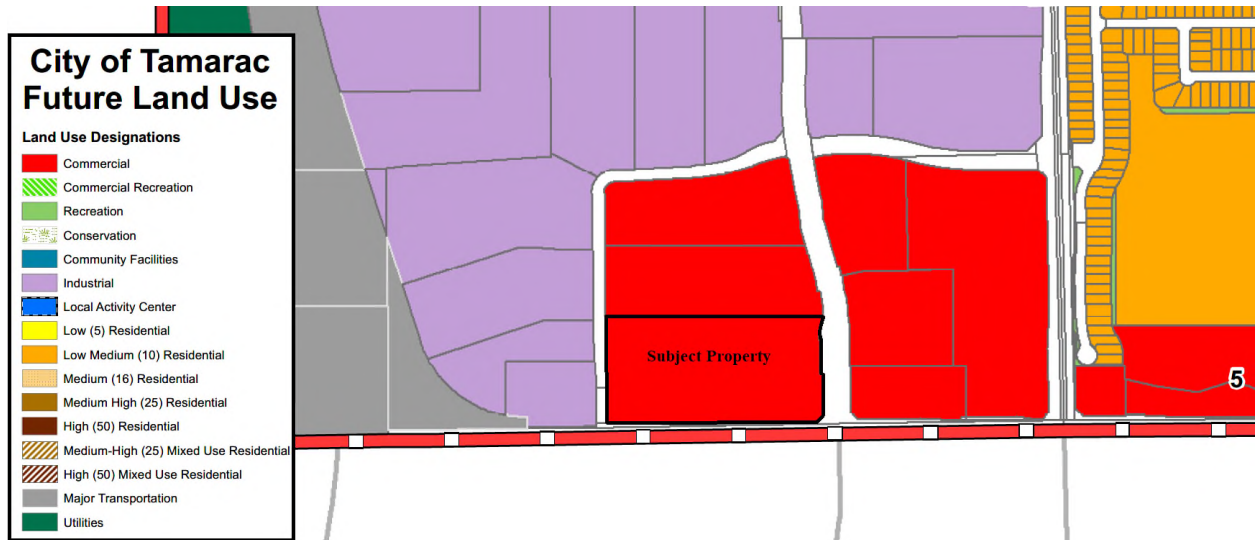
# EXHIBIT B

## Location Map



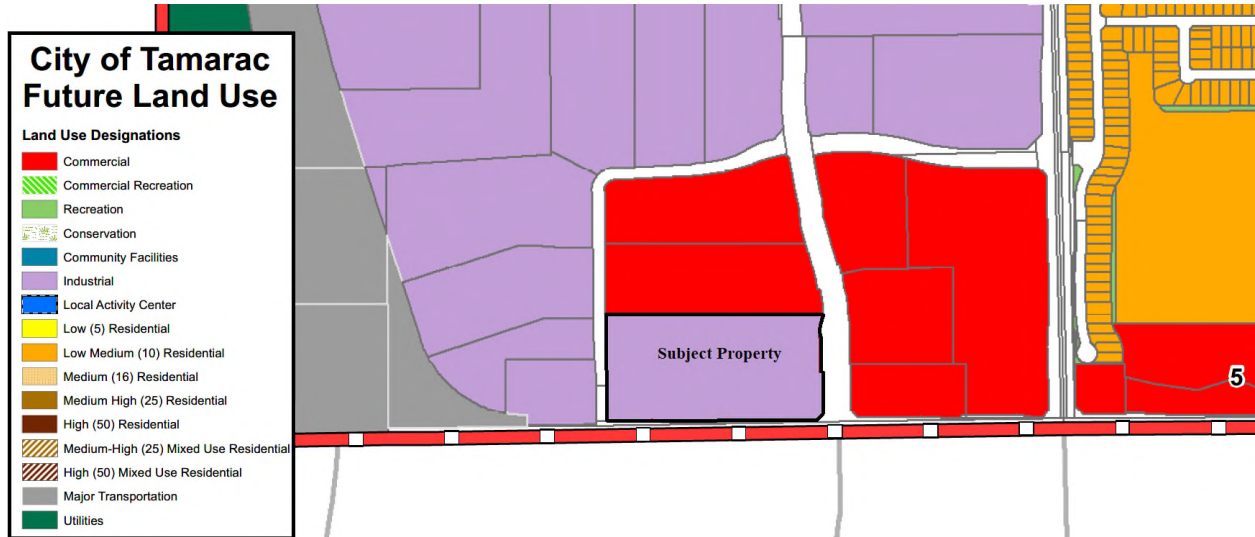
# EXHIBIT C

## Current Land Use Plan Designation



# EXHIBIT D

## Proposed Land Use Plan Designation



# EXHIBIT E

Potable Water Service Letter



July 27, 2021

**Shane Zalonis**  
GreenspoonMarder  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

Re: **Water and Sewer availability - WESTPOINT SECTION 7 PLAT 162-23 B A POR OF TR B & TR C DESC AS: COMM AT SE COR OF SE1/4 OF SEC 7-49-41, W 1094.63, N 401.53,NLY & NWLY AN ARC DIST 177, W 62.87**

Mr. Zalonis,


Pursuant to your request, this letter is to inform you that the above referenced property is located within the City of Tamarac's water and wastewater service area. In addition, existing water and wastewater infrastructure is located within the vicinity of this property.

The current plant accelerator treatment capacity is rated at 16 MGD with a filtration capacity rated at 16 MGD. The City's water supply system is equipped and comes from 19 raw water wells, currently permitted by SFWMD to withdraw 7.58 MGD and must not exceed the monthly average of 8.04 MGD or 30,320 ERC's. The current average daily withdrawal rate of the plant is 6.72 MGD. There is a proposed commitment of 241,250 GPD (965 ERC's) allocated to development projects currently proposed to be constructed within the City. In addition, there are a number of LUPA's already in progress with a combined proposed allocation of 209,250 GPD (837 ERC's). Therefore, there is a surplus capacity of approximately 852,625 GPD (3,410.5 ERC's) available under the current SFWMD permit.

Based on the provided information and your projected additional demand of 4855 GPD (19.42 ERC's), the City's water treatment plant has sufficient capacity, at present, to meet the proposed additional potable water demands resulting from the above referenced project.

Should you have any questions or require any additional information, please do not hesitate to contact me at (954) 597-3705.

Sincerely,

  
Mustafa Albassam, P.E.  
City Engineer

Cc: John Doherty, Assistance Director of Public Services  
Eric Woods, Engineer Review Technician/Inspector

# EXHIBIT F

Sanitary Sewer Service Letter

## Shane Zalonis

---

**From:** Manrique, Mario <MMANRIQUE@broward.org>  
**Sent:** Thursday, February 18, 2021 11:23 AM  
**To:** Shane Zalonis  
**Cc:** Cynthia Pasch  
**Subject:** RE: Sanitary Sewer Service - Land Use Plan Amendment - Tamarac - Folio 494107100031

Hello Shane,

The following is our reply to your request. Thanks and have a nice day.

### Broward County North Regional Wastewater Treatment Plant:

Current Plant Capacity: 95.0 MGD

Current plus committed demand on plant capacity: 75.17 MGD

Planned Plan Capacity: There are no planned wastewater treatment plant capacity increases at this time.

Available Plant Capacity: 19.83 MGD



**Mario Manrique, E.I.**

Broward County Water and WasteWater Services  
2555 Copans Rd., Pompano Beach, FL 33069  
Tel: 954-831-0968 Fax: 954-831-0925  
[mmanrique@broward.org](mailto:mmanrique@broward.org)

---

**From:** Shane Zalonis <Shane.Zalonis@gmlaw.com>  
**Sent:** Tuesday, February 16, 2021 5:34 PM  
**To:** Manrique, Mario <MMANRIQUE@broward.org>  
**Cc:** Cynthia Pasch <cynthia.pasch@gmlaw.com>  
**Subject:** Sanitary Sewer Service - Land Use Plan Amendment - Tamarac - Folio 494107100031

**External Email Warning:** This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to [ETSSecurity@broward.org](mailto:ETSSecurity@broward.org).

Good Evening,

# EXHIBIT G

Solid Waste Service Response

## Shane Zalonis

---

**From:** Robert Hely <rhely@wtienergy.com>  
**Sent:** Wednesday, March 31, 2021 10:14 AM  
**To:** Shane Zalonis  
**Subject:** RE: Land Use Plan Amendment Verification of Solid Waste Service - 5601 N. Hiatus Road

On behalf of Wheelabrator South Broward , please accept this email in response to your request for confirmation of adequate capacity to handle the solid waste anticipated to be generated by your proposed development project in the City of Tamarac, Florida. We agree with your analysis and we have ample capacity to handle the solid waste needs for your project. Wheelabrator South Broward process all of the solid waste generated in the City of Tamarac , and this project will have no adverse impact to our facility.

---

**From:** Shane Zalonis <Shane.Zalonis@gmlaw.com>  
**Sent:** Wednesday, March 31, 2021 10:00 AM  
**To:** Robert Hely <rhely@wtienergy.com>  
**Subject:** Land Use Plan Amendment Verification of Solid Waste Service - 5601 N. Hiatus Road

\*\*\* EXTERNAL email. Please be cautious and evaluate before you click on links, open attachments, or provide credentials. \*\*\*

Good Morning Mr. Hely,

Please see our attached request for verification of solid waste service in regard to a land use plan amendment application.

Please let me know if any additional information is needed to process our request.

Thank you,

# GreenspoonMarder

**Greenspoon Marder LLP**  
Shane Zalonis, Legal Assistant  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301  
Main Telephone: (954) 491-1120 ext. 1158  
Direct Telephone: (954) 527-6258  
Fax: (954) 333-4176  
[shane.zalonis@gmlaw.com](mailto:shane.zalonis@gmlaw.com)  
[www.gmlaw.com](http://www.gmlaw.com)

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# EXHIBIT H

## Drainage Service Response



Public Works Department  
**WATER AND WASTEWATER SERVICES**  
2555 W. Copans Road • Pompano Beach, Florida 33069 • 954-831-0705 • FAX 954-831-0708

February 23, 2021

GreenspoonMarder, LLP  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301  
Attn: Shane Zalonis

via e-mail to: [Shane.Zalonis@gmlaw.com](mailto:Shane.Zalonis@gmlaw.com)

RE: Land Use Plan Amendment Verification of Drainage Service  
5601 N. Hiatus Road, Tamarac, FL

Dear Mr. Zalonis:

In reply to your letter of February 22, 2021 I offer the following comments.

**Item 2.** You are correct about the permitting authorities. However, the drainage systems are:  
South Florida Water Management District: primary system  
City of Tamarac: secondary system  
Westpoint Center: tertiary system

There is no local drainage district.

**Item 5.** Wet season water level  
Broward County now uses the "Future Conditions Groundwater Elevation" map which can be found at this web site: <https://geohub-bcgis.opendata.arcgis.com/app/future-conditions-groundwater-elevation>. As stated on the map, the elevation on the map or the local control elevation should be used for design purposes. The map elevation for this site is 4.5 NAVD. Please consult the City to find if a higher control elevation is used for the area.

The remainder of the information appears to be substantially correct. Please do not hesitate to contact me at 954-831-0778 or [sjuncosa@broward.org](mailto:sjuncosa@broward.org) if you have further questions.

Sincerely,

*Susan Juncosa*  
Susan Juncosa  
Natural Resources Specialist  
Water Management Division

**SUSAN  
JUNCOSA** Digitally signed by  
SUSAN JUNCOSA  
Date: 2021.02.23  
10:36:24 -05'00'

Broward County Board of County Commissioners  
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine  
Broward.org

**EXHIBIT I**  
Mass Transit Service Letter





Transportation Department

**TRANSIT DIVISION- Service and Capital Planning**

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

**VIA EMAIL**

March 11, 2021

Shane Zalonis  
Legal Assistant  
Greenspoon Marder LLP  
PNC Building  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, FL. 33301

RE: Transit Verification Letter – 5601 N. Hiatus Road LUPA

Dear Shane Zalonis:

Broward County Transit (BCT) has reviewed your correspondence dated February 17, 2021, regarding 5601 N. Hiatus Road Land Use Plan Amendment (LUPA) located in the City of Tamarac for current and planned transit service. The current transit service provided within a quarter mile of the amendment site includes BCT fixed route 55. Please refer to the following table for detailed information.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
BCT 55	Weekday	6:00a – 11:04p	30 minutes
	Saturday	6:00a – 11:04p	30 minutes
	Sunday	7:05a – 10:19p	45 minutes

As part of the 30 year [Mobility Advancement Program](#), BCT plans to implement several fixed route bus improvements, including shorter headways, increased span of service, and route realignment to better meet passenger needs. New local service via McNab Road/Cypress Creek Boulevard, between Federal Highway and Hiatus Road, is currently prioritized for study as part of the Transit Development Plan.

Please be advised that capital improvements to existing or future bus stops located adjacent or within the amendment site will be addressed during the project’s development review process.

BCT has adequate capacity for current and planned services to meet additional service demand as described in this proposed LUPA. BCT recommends that any proposed (re)development on the amendment site be designed to provide safe movement for

Broward County Board of County Commissioners  
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine  
[www.broward.org](http://www.broward.org)



Transportation Department

**TRANSIT DIVISION- Service and Capital Planning**

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

pedestrians and bicycles including transit connectivity between the existing sidewalk / bicycle network and proposed future bus stops.

Please feel free to call me at 954-357-8387 or email me at [Dimunoz@broward.org](mailto:Dimunoz@broward.org) if you require any additional information or clarification on this matter.

Sincerely,

*Diego B. Munoz*

Diego B. Munoz  
Planner  
Service and Strategic Planning

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine  
[www.broward.org](http://www.broward.org)

# EXHIBIT J

State of Florida Historic Preservation Review

## Shane Zalonis

---

**From:** Vovsi, Eman M. <Eman.Vovsi@DOS.MyFlorida.com>  
**Sent:** Thursday, February 18, 2021 8:59 AM  
**To:** Shane Zalonis  
**Subject:** RE: TRS Search Request Re: 5601 N. Hiatus Road, Tamarac  
**Attachments:** Template\_102.pdf

Completed; all "clear on docket"  
Regards,

Eman M. Vovsi, Ph.D.  
Sr. Data Base Analyst – Florida Department of State  
Bureau of Historic Preservation - Florida Master Site File – Tallahassee, FL 32399-0250 – Phone:  
850.245.6377 – e-mail: [Eman.Vovsi@DOS.MyFlorida.com](mailto:Eman.Vovsi@DOS.MyFlorida.com)

"Due the COVID 19 Pandemic, and depending on the requested information, work load and limited staffing, it may take longer than usual to get a response. Thank you for your patience and understanding during this time."

---

**From:** Shane Zalonis <Shane.Zalonis@gmlaw.com>  
**Sent:** Wednesday, February 17, 2021 4:14 PM  
**To:** FMSFILE <FMSFILE@dos.myflorida.com>  
**Cc:** Cynthia Pasch <cynthia.pasch@gmlaw.com>  
**Subject:** TRS Search Request Re: 5601 N. Hiatus Road, Tamarac

### EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

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Good Afternoon,

Please see our attached request regarding the property located at 5601 North Hiatus Road in the City of Tamarac.

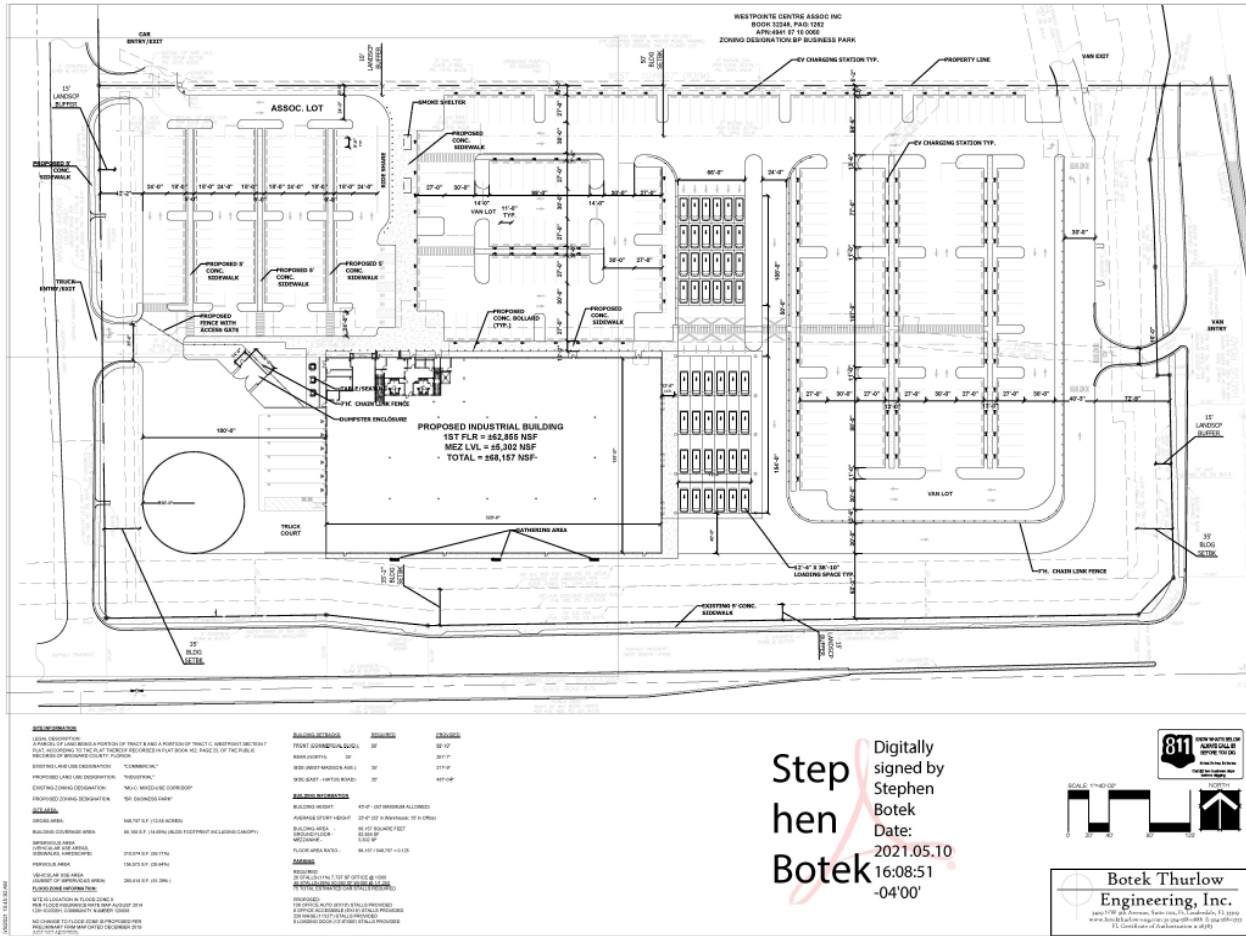
Thank you,

# GreenspoonMarder

**Greenspoon Marder LLP**  
Shane Zalonis, Legal Assistant  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301  
Main Telephone: (954) 491-1120 ext. 1158  
Direct Telephone: (954) 527-6258  
Fax: (954) 333-4176  
[shane.zalonis@gmlaw.com](mailto:shane.zalonis@gmlaw.com)

# EXHIBIT K

## Conceptual Site Plan



**NELSON**  
 (Nelson Architecture, Inc.)

5200 Avalon Blvd.  
 Alpharetta, GA 30009  
 Phone: (770) 453-8800  
 WWW.NELSONARCHITECTURE.COM

OWNER:  
 WESTPONTS CENTRE ASSOCIATION INC  
 1400 WEST 27TH AVENUE, SUITE 1100  
 ATLANTA, GEORGIA, FL 30309

LANDSCAPE ARCHITECT:  
 ANDERSON, HARRIS & COMPANY LANDSCAPE  
 6702 59TH AVENUE  
 ATLANTA, GEORGIA, FL 30328  
 PH: 770-453-8800

DATE: 2021.05.10  
 157 WESTCOTT ROAD  
 ATLANTA, GEORGIA, FL 30309  
 404.525.6500

**INDUSTRIAL DEVELOPMENT**

5601 N. HATLASS ROAD  
 TAMARAC, FL 33321

NOT FOR CONSTRUCTION

SCALE: 1" = 40'-0"

**Step  
 hen  
 Botek**

Digitally signed by  
 Stephen Botek  
 Date: 2021.05.10  
 16:08:51 -04'00'

**Botek Thurlow  
 Engineering, Inc.**  
 1805 W. 11th Avenue, Suite 100, Ft. Lauderdale, FL 33309  
 www.botekthurlow.com | 954-488-8888 | 954-488-8888  
 FL Certificate of Registration # 0001

**SITE PLAN**

**C-0.11**



**Title - TO2478 - Rezoning of 5601 N Hiatus Road from MU-C (Mixed-Use Commercial) zoning classification to BP (Business Park) zoning classification**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 12.55 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current MU-C (Mixed-Use Corridor) zoning classification to BP (Business Park) zoning classification, to facilitate the development of a distribution center use and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 2-Z-21); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date

Commission District(s):

District 2

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
1 - 5601 Rezoning Memo 2-Z-21	8/11/2021	Cover Memo
2 - Temporary Ordinance No 2478	8/11/2021	Ordinance
2 - Exhibit A - Legal Description	8/4/2021	Exhibit
3 - Rezoning Justification Narrative	8/4/2021	Backup Material
4 - Location Map	8/11/2021	Cover Memo
5 - City of Tamarac Current Zoning Map	8/4/2021	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 21-08-003M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO:** Michael C. Cernech  
City Manager

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

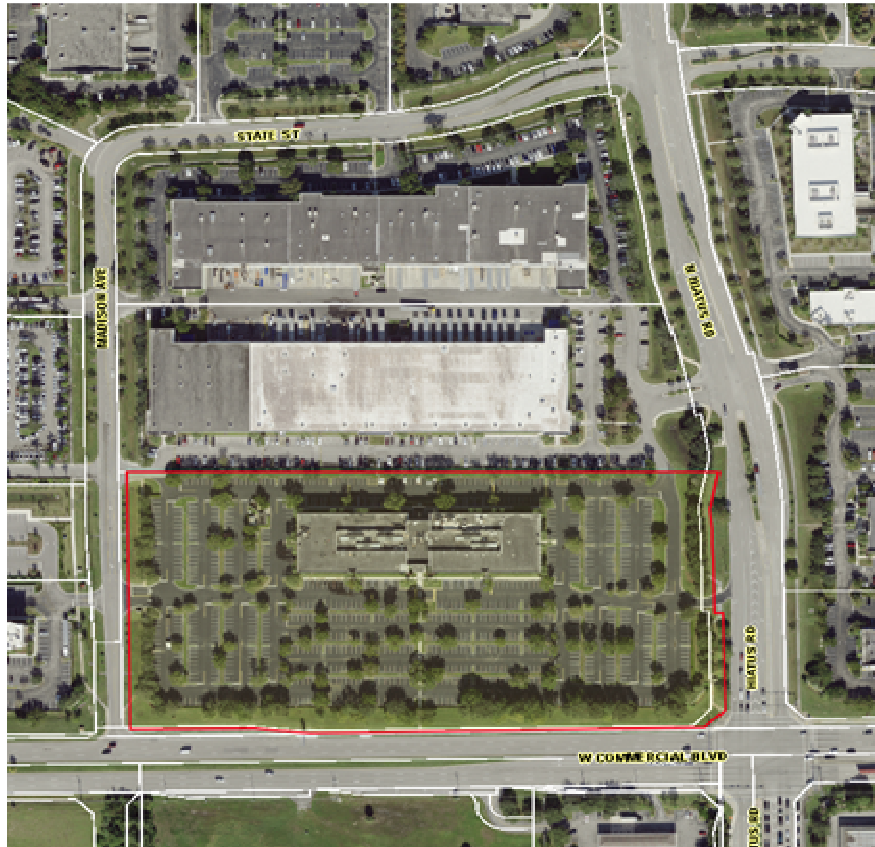
**DATE:** August 11, 2021

**RE:** 5601 N Hiatus Road Industrial Project – Rezoning  
**TEMP ORDINANCE NO. 2478; CASE#:2-Z-21; MF#:00-01;**

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**RECOMMENDATION:** The Director of Community Development recommends that the Mayor and City Commission approve on First Reading the proposed rezoning to allow for the redevelopment of the subject property into a distribution center at its August 25, 2021, meeting for First Reading with a condition of approval (see attached Temporary Ordinance No. 2478).

**ISSUE:** Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, BOF FL 5601 Hiatus, LLC, c/o Bridge Investment Group, is requesting approval of a Rezoning to change the current zoning of the subject property, approximately 12.55 acres from MU-C (Mixed-Use Corridor) to BP (Business Park) (see attached Rezoning Justification Narrative).



Aerial Photograph

**City Commission**  
**5601 N Hiatus Road Industrial Project – Rezoning**  
**2-Z-21 – Temporary Ordinance No. 2478**  
**August 11, 2021 – Page 2**

**LOCATION:** The developed subject property is located at 5601 N Hiatus Road and is bounded by N Hiatus Road to the east, W Commercial Boulevard to the south, and Madison Avenue to the west (see Aerial Photograph above and attached Location Map). The property is approximately 12.55 acres in size, has a current City of Tamarac Future Land Use designation of “Commercial” and a current zoning classification of MU-C (Mixed-Use Corridor) (see attached City of Tamarac Current Zoning Map).

Surrounding Land Use and Zoning:

- North: Sonny’s Enterprises, car wash equipment manufacturer, zoned BP (Business Park) with a future land use designation of “Commercial.”
- South: Shell gasoline service station and vacant property in the City of Sunrise zoned I-1 (Light Industrial) with a future land use designation of “Industrial.”
- East: Gold Coast Schools, real estate school, and Care Spot, urgent care facility, zoned MU-C (Mixed-Use Corridor) with a City of Tamarac Future Land Use designation of “Commercial.”
- West: Hampton Inn and Suites and Wood Spring Suites hotels zoned MU-C (Mixed-Use Corridor) with a future land use designation of “Industrial.”

**BACKGROUND:** On September 27, 2000, the City Commission approved Resolution No. R-2000-261 granting New Development Site Plan approval to allow for the construction of a one hundred thousand (100,000) square foot, two-story office building with associated parking, landscaping, and infrastructure improvements, and on November 16, 2001, the new two-story office building received a Certificate of Occupancy. The building was home to the Convergys Corporation, a telemarketing sales business, until 2017.

The building was then vacant from 2017 until 2019 when it was occupied as a Federal Services Administrative Office that assisted with the 2020 U.S. Census. The Federal Services Administrative Office was removed in 2021, and the existing building is now currently vacant.

Accompanying this application is a request for a Small Scale Local Land Use Plan Amendment to change the future land use designation of the subject property from “Commercial” to “Industrial” to allow for a proposed distribution center. The applicant will be required to guide this application through the City and State of Florida prior to Second and Final Reading for both the land use plan amendment and rezoning applications.

Finally, an application for Site Plan Approval, Major, for the proposed distribution center has been submitted concurrently for review. The application for Site Plan Approval, Major, will be forwarded to the Planning Board and City Commission for review and decision following the review by the Development Review Committee.

**ANALYSIS:** Amending the Zoning Map is a matter committed to the legislative discretion of the City Commission. Section 10-5.4(F)(3), Code of Ordinances, identifies review standards to be employed when considering an application for rezoning. In deciding the application, the City Commission shall consider and weigh the relevance of and the extent to which the proposed amendment:



**City Commission**  
**5601 N Hiatus Road Industrial Project – Rezoning**  
**2-Z-21 – Temporary Ordinance No. 2478**  
**August 11, 2021 – Page 3**

*(a) Is consistent with the Comprehensive Plan;*

In conjunction with the rezoning petition, the applicant is requesting a small scale land use plan amendment from Commercial to Industrial to allow for the proposed distribution center. If the land use plan amendment is approved, the proposed rezoning to BP (Business Park) will be consistent with the proposed Industrial land use plan designation.

*(b) Is consistent with any provisions of this Code or the Tamarac City Code;*

Section 10-1.6.(B) of the Land Development Code requires consistency between development plans and the Comprehensive Plan. The applicant has submitted an application for a small scale land use plan amendment to change the land use designation on the subject property from Commercial to Industrial to allow for the proposed distribution center. The rezoning to BP (Business Park) will be consistent with the Comprehensive Plan following the approval of the land use plan amendment as the Business Park (BP) zoning district allows for distribution center uses.

*(c) Addresses a demonstrated community need;*

Consumers are increasingly purchasing goods through internet vendors. The pace of that trend has increased exponentially due to the COVID-19 virus. In addition to the increasing rate of online purchasing, consumers are expecting their products to be delivered in shorter timeframes. This demand results in a need for more localized distribution centers. The proposed distribution center use would address a demonstrated community need by allowing for quicker and more efficient deliveries of goods.

*(d) Is required by changed conditions;*

Major shifts in the economy have resulted in a decrease in the amount of office space needed to serve the population. This is due in part to computer technology resulting in employees being able to work remotely. The existing vacant office building on the subject property demonstrates this trend. This rezoning will allow for uses allowed in the Business Park (BP) zoning district such as the proposed distribution center by accounting for the decrease in the demand for office space.

*(e) Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;*

The proposed rezoning is consistent with the existing surrounding development, as well as the adjacent land use and zoning districts. The majority of the land in the Tamarac Commerce Park – Westpoint Centre is zoned BP (Business Park). This includes the adjacent parcel located immediately north of the subject property. The existing uses of the surrounding properties include a warehouse adjacent to the north of the Property, hotels to the west, office and retail uses to the east, and to the south across Commercial Boulevard in the City of Sunrise is vacant land zoned for industrial use as well as a gasoline service station. Therefore, the Business Park (BP) zoning is the appropriate zoning district for the land.

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

**City Commission**  
**5601 N Hiatus Road Industrial Project – Rezoning**  
**2-Z-21 – Temporary Ordinance No. 2478**  
**August 11, 2021 – Page 4**

The proposed rezoning is consistent with the development pattern of the area. The majority of the land in the Tamarac Commerce Park – Westpoint Centre is zoned BP (Business Park). This includes the adjacent parcel located immediately north of the subject property. A logical and orderly development pattern would be created by extending the Business Park (BP) zoning district to include the subject property. Thus, the proposed rezoning will result in a logical and orderly development pattern.

*(g) Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).*

The proposed rezoning provides a location with adequate access to major transportation facilities for uses allowed within the Business Park (BP) zoning district such as the proposed distribution center. Additionally, the proposed use represents a decrease in potable water and sanitary sewer demand in comparison to the existing office use. The stormwater management system will accommodate the drainage from the subject property and will not have any negative impacts on the surrounding properties. Finally, the City contracts with Waste Management for solid waste collection and disposal, and adequate safety services are available.

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

The land is currently developed with an existing office building, landscaping, parking, and infrastructure. The proposed rezoning will avoid significantly adverse impacts on the natural environment as the Business Park (BP) zoning district requires a maximum total impervious area of seventy (70) percent and a minimum landscape pervious area of thirty (30) percent. The City's Land Development Code also provides performance standards in relation to air and noise quality and requires that developments integrate stormwater and floodplain protection to enhance the environment, aesthetic qualities, and property values in the City.

*(i) Would be consistent with the public interest and the purposes and intent of the Land Development Code.*

The general purpose of the Land Development Code is to guide and manage the development of Tamarac in a way that takes into account present and future needs and resources while promoting the health, safety, prosperity, and general welfare of the City's citizens and property owners. The subject property is currently underutilized with a vacant office building. The Business Park (BP) zoning district allows for the proposed distribution center use. This use addresses present and future needs by accommodating the market trend toward internet commerce. The rezoning would promote the health, safety, prosperity, and general welfare of the City's citizens and property owners by allowing a use that will deliver goods to residents of the City in an expeditious manner. Therefore, the proposed rezoning is consistent with the public interest and the purpose and intent of the Land Development Code.

**City Commission**  
**5601 N Hiatus Road Industrial Project – Rezoning**  
**2-Z-21 – Temporary Ordinance No. 2478**  
**August 11, 2021 – Page 5**

It is the opinion of the Director of Community Development that the review standards for a rezoning, as outlined in Section 10-5.4(F)(3), Code of Ordinances, have been satisfied. The Director of Community Development supports the request for the proposed rezoning based upon the above analyses of the application.

**CONCLUSION:** This item supports Goal #4 of the City of Tamarac’s 2040 Strategic Plan, “Tamarac is Vibrant.” The approval of the rezoning will allow for the redevelopment of the subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

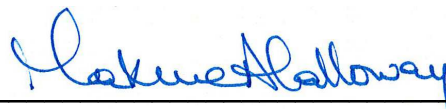
This request also supports Policy 1.4 of the Future Land Use Element of the City of Tamarac Comprehensive Plan which states, “The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances.”

The Director of Community Development recommends that the Mayor and City Commission approve on First Reading the proposed rezoning to allow for the redevelopment of the subject property into a distribution center at its August 25, 2021, meeting with the following condition of approval:

1. The applicant shall submit the appropriate applications to the Broward County Planning Council to recertify the City’s Future Land Use Map and supply a copy of the approved recertified map to the Community Development Department prior to the issuance of a building permit.

**FISCAL IMPACT:** Construction value to be calculated during review Site Plan Approval, Major, of proposed distribution center.

**INTERVENING ACTION:** At its August 4, 2021 meeting, the Planning Board voted 5-1 to forward a favorable recommendation for the proposed rezoning to allow for the redevelopment of the subject property into a distribution center to the City Commission at its August 25, 2021, meeting for First Reading with the same condition of approval as recommended by the Director of Community Development.



---

Maxine A. Calloway  
Director of Community Development

Attachments: Temporary Ordinance No. 2478  
Rezoning Justification Narrative  
Location Map  
City of Tamarac Current Zoning Map

MAC:RWJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2021 - \_\_\_\_\_

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 12.55 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED IN EXHIBIT "A" , FROM THE CURRENT MU-C (MIXED-USE CORRIDOR) ZONING CLASSIFICATION TO BP (BUSINESS PARK) ZONING CLASSIFICATION, TO FACILITATE THE DEVELOPMENT OF A DISTRIBUTION CENTER USE AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 2-Z-21); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, BOF FL 5601 Hiatus, LLC, c/o Bridge Investment Group, is requesting approval of a Rezoning to change the current zoning of the subject property, approximately 12.55 acres from MU-C (Mixed-Use Corridor) to BP (Business Park); and

WHEREAS, in accordance with the Land Development Code, the purpose of the BP (Business Park) zoning district is intended to provide for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design; and

WHEREAS, City administration believes the proposed rezoning is consistent with the Comprehensive Plan in that the proposed zoning designation will be consistent with the proposed underlying land use designation; and

WHEREAS, the Broward County Land Use Map designation of the subject property is Commerce; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of

Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the rezoning of the subject property and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard; and

WHEREAS, on August 4, 2021, the Planning Board held a duly advertised Public Hearing and found the rezoning application met the requirements of Article II, Section 10-5.4(F) of the Code of Ordinances, and is in harmony with the goals, objectives and policies of the Comprehensive Plan and recommends approval; and

WHEREAS, the Director of Community Development recommends approval of this rezoning; and

WHEREAS, the City Commission of the City of Tamarac, Florida, hereby accept the Planning Board's recommendation and find that the proposed rezoning is consistent with the City of Tamarac Comprehensive Plan and is therefore in the best interest of the City.

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

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: That the lands for which the legal description is hereto attached as Exhibit "A", (incorporated herein and made a specific part of this Ordinance) are hereby rezoned from MU-C (Mixed-Use Corridor) to BP (Business Park) subject to the following

conditions:

1. The applicant shall submit the appropriate applications to the Broward County Planning Council to recertify the City’s Future Land Use Map and supply a copy of the approved recertified map to the Community Development Department prior to the issuance of a building permit.

SECTION 3: That the official Zoning Map of the City of Tamarac shall be changed to reflect such zoning designation upon the effective date of this Ordinance.

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

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

SECTION 6: This Ordinance shall not become effective until thirty-one (31) days after the associated Land Use Plan Amendment becomes effective, if not otherwise challenged.

PASSED, APPROVED, ON FIRST READING this            day of            , 2021.

PASSED, APPROVED, ON SECOND READING this            day of            , 2021.

\_\_\_\_\_  
MICHELLE J. GOMEZ,  
MAYOR

ATTEST:

---

JENNIFER JOHNSON, CMC  
CITY CLERK

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

---

JOHN R. HERIN JR.  
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this \_\_\_\_ day of \_\_\_\_\_ 202\_.

Exhibit "A"

A parcel of land being a portion of Tract B and a portion of Tact C, Westpoint Section 7 Plat, according to the plan thereof recorded in Plat Book 162, Page 23, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

Commence at the southeast corner of the southeast one-quarter (SE ¼) of Section 7, Township 49 South, Range 41 East, as shown on said plat;

Thence S. 89°06'50" W., along the south line of said southeast one-quarter (SE ¼), a distance of 1094.63 feet, to a point of intersection with the centerline of Hiatus Road as shown on said plat;

Thence N. 01°07'32" W., along said centerline a distance of 401.53 feet, to a point on the arc of a tangent curve concave to the west;

Thence northerly and northwesterly along the arc of said curve to the left, having: a radius of 1800.00 feet, a central angle of 05°38'03", for an arc distance of 177.00 feet, to a point on a non-tangent line;

Thence west, a distance of 62.87 feet, to a point on the west right-of-way line of said Hiatus Road, said point also being the point of beginning;

Thence continue west, a distance of 1049.07 feet;

Thence S. 00°44'46" E., a distance of 523.40 feet to a point on the south line of said Tract C and the northerly right of way line of Commercial Boulevard as shown on said plat;

Thence N. 89°06'50" E, a distance of 217.00 feet;

Thence S. 84°02'36" E, a distance of 100.72 feet;

Thence N. 89°06'50" E, a distance of 699.81 feet;

Thence N. 43°59'39" E., a distance of 49.59 feet. The previous four courses being coincident with the south line of Tract C and the northerly right of way line of Commercial Boulevard. The next five courses being coincident with the west right of way line for Hiatus Road and the easterly line for said Tract C;

Thence N. 01°07'32" W., a distance of 199.56 feet;

Thence S. 88°52'28" W., a distance of 12.00 feet;

Thence N. 01°07'32" W., a distance of 106.53 feet to a point of curvature of a tangent concave to the west;

Thence northerly along arc of said curve, to the left, having a radius of 1716.00 fee, a central angle of 03°31'18" for an arc distance of 105.47 feet to a point on a non-tangent line;

Thence N. 11°04'37" E., a distance of 74.22 feet to the point of beginning.

Said land situate within the City of Tamarac, Broward County, Florida.



May 10, 2021

City of Tamarac  
Planning and Zoning Department  
7525 NW 88 Avenue, Room 206  
Tamarac, FL 33321

**Re: 5601 Acquisitions, LLC - 5601 N. Hiatus Road**

**Rezoning – Justification Narrative**

On behalf of 5601 Acquisitions, LLC (the “Applicant”), please accept this request for consideration of the proposed rezoning application involving the property located at 5601 N. Hiatus Road (“Property”) in the City of Tamarac (“City”). The Property is generally located at the northwest corner of Commercial Boulevard and Hiatus Road and consists of approximately 12.5 acres. The Property is currently zoned Mixed-Use Corridor (“MU-C”) with a Commercial land use designation.

The Applicant is proposing to redevelop the Property with a distribution facility, and the MU-C zoning district does not permit the distribution center use desired by the Applicant. As such, the Applicant is proposing a rezoning to the Business Park (“BP”) zoning district. In conjunction with this rezoning application, the Applicant is also proposing the land use plan designation on the Property be changed from Commercial to Industrial to allow for the proposed use. The proposed rezoning is consistent with the proposed land use plan amendment for the Property.

The Property is currently developed with a two-story 100,980 square feet office building. The underutilized Property provides a redevelopment opportunity for industrial development that is consistent with surrounding development and zoning. A significant majority of the land in the area between the Sawgrass Expressway and Nob Hill Road north of Commercial Boulevard and south of McNab Road is currently zoned BP, including the parcel located immediately north of the Property. The proposed rezoning request meets the criteria outlined in Section 10-5.4(B) of the City’s Land Development Code as indicated below:

**a. Is consistent with the Comprehensive Plan;**

In conjunction with this rezoning application, the Applicant is requesting that the land use plan designation on the Property be changed from Commercial to Industrial to

allow for the proposed use. If the land use plan amendment is approved, the proposed rezoning will be consistent with the proposed Industrial land use plan designation. Further, the proposed development plan is consistent with the surrounding development and land use and zoning designations. Specifically, the proposed rezoning and resulting industrial development are consistent with the following policies of the City’s Comprehensive Plan:

Policy 10.8 Facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

Policy 11.3 Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

The proposed rezoning is consistent with the following policies of the Broward County Land Use Plan:

POLICY 2.3.1 Local governments shall employ their local land use plans, zoning ordinances and land development codes to establish differing intensities of commerce development compatible with adjacent and surrounding land uses, including but not limited to lands designated “Commercial,” “Industrial” or similar designations by the local land use plan.

POLICY 2.3.2 Local governments shall employ their local land use plans and development regulations to establish appropriate intensity standards for non-residential future land use categories compatible with adjacent existing and future land uses.

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

**b. Is consistent with any provisions of this Code or the Tamarac City Code;**

As mentioned above, the Applicant has also submitted an application for a City land use plan amendment to change the land use designation on the Property from Commercial to Industrial. With approval of this land use plan amendment, the rezoning will be consistent with the land use plan, which is a requirement in the Code. In conjunction with this rezoning, the Applicant is proposing a site plan for a 68,000+/- distribution facility. The Applicant will work with City staff during the land development approval process to ensure compliance with the applicable standards of the Code.

**c. Addresses a demonstrated community need;**

Prior to the COVID-19 pandemic, consumers were already moving at an increasing rate toward purchasing good via an online platform. The pace of that trend has increased exponentially due to COVID-19. In addition to the increasing rate of on-line purchasing, consumers are expecting their products to be delivered in shorter timeframes. This faster service results in a need for more localized distribution facilities. The proposed distribution center use would benefit the local community by allowing for quicker and more efficient deliveries of good, as well as creating an additional source of local jobs for residents.

**d. Is required by changed conditions;**

Major shifts in the economy have resulted in a decrease in the amount of office space needed to serve the population, due in part to heavy reliance on computer technology resulting in more people being able to work remotely. The existing vacant office building on the Property demonstrates this trend. This rezoning will allow for many of the uses that are currently permitted in the MU-C district, including Professional and Business Offices, but will also allow for the proposed distribution center. This distribution facility will help to improve delivery timeframes for those goods purchased via an online platform. This rezoning is required to account not only for the decrease in the demand for office space but also for the rise in the e-commerce sector of the economy.

**e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;**

The proposed rezoning is consistent with the existing surrounding development, as well as the adjacent land use and zoning designations. The majority of the land in the area between the Sawgrass Expressway and Nob Hill Road north of Commercial Boulevard and south of McNab Road is currently zoned BP, including the parcel located immediately north of the Property. The parcels located to the northwest of the Property are also zoned BP. Therefore, the extension of the BP zoning district south and east to include the Property would be an appropriate zoning district for the Property because it is consistent with the existing zoning pattern in the area. The existing uses of the surrounding properties include a warehouse adjacent to the north of the Property, hotels to the west, office and retail uses to the east, and vacant land designated for industrial use as well as a gas station to the south across Commercial Boulevard in the City of Sunrise. The proposed rezoning is also consistent with the Broward County Commerce land use designation on the Property, which allows for the proposed distribution center use.

**f. Would result in a logical and orderly development pattern;**

The proposed rezoning is consistent with the development pattern of the area as well as the City's policies regarding industrial land. The majority of the land in the area

between the Sawgrass Expressway and Nob Hill Road north of Commercial Boulevard and south of McNab Road is currently zoned BP, including the parcel located immediately north of the Property. The properties immediately to the north and to the northwest are already zoned BP. A logical and orderly development pattern would be created by extending the BP district to include the Property. Extending the existing BP district is also consistent with Policy 11.3 of the City’s Comprehensive Plan, which states, “Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.” The Property is adjacent to two (2) arterial roadways: Commercial Boulevard and Hiatus Road. It is also located just east of the Sawgrass Expressway. For these reasons, the proposed rezoning will result in a logical and orderly development pattern.

**g. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities);**

The proposed rezoning provides a location for industrial development in an area with nearby access to major transportation facilities including arterial streets and the Sawgrass Expressway, which will be advantageous to the proposed distribution center use. The land use plan amendment application for this Property documents that the public facilities and services are available and adequate for the proposed distribution center use. Specifically, the proposed use represents a decrease in potable water and sanitary sewer demand in comparison to the existing office use. The stormwater management system will accommodate the drainage from the Property and will not have any negative impacts on the surrounding properties. The security measures that will be in place for the proposed use will ensure that the need for police protection is minimized. The City contracts with Waste Management for solid waste collection and disposal for all properties in the City. The Applicant will coordinate with Waste Management to place appropriate solid waste collection containers on the Property so that the solid waste is managed properly. The proposed development plan will be reviewed by all the City departments to ensure that all facilities and services are adequate and in place prior to any construction on the Property.

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

The land is currently developed with an existing office building, and the proposed rezoning and resulting development will not alter the environmental character of the site. The Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Property.

**i. Would be consistent with the public interest and the purposes and intent of this Code.**

The proposed rezoning is consistent with the City's Code, the City's Comprehensive Plan, and the Broward County Comprehensive Plan. The Property is currently underutilized with a vacant office building. The rezoning to BP and resulting distribution center use addresses the public interest by helping to accommodate the growing market trend toward e-commerce. The rezoning would benefit the local community by creating jobs and providing a local distribution center that will efficiently delivery supplies to local residents in this area of the City. This Property is an ideal location for the proposed use due to its location with respect to the arterial roadway network and the Sawgrass Expressway.

We respectfully request that you consider this proposed rezoning application. Please contact me at (954) 527-6258 should you have any questions related to this request.

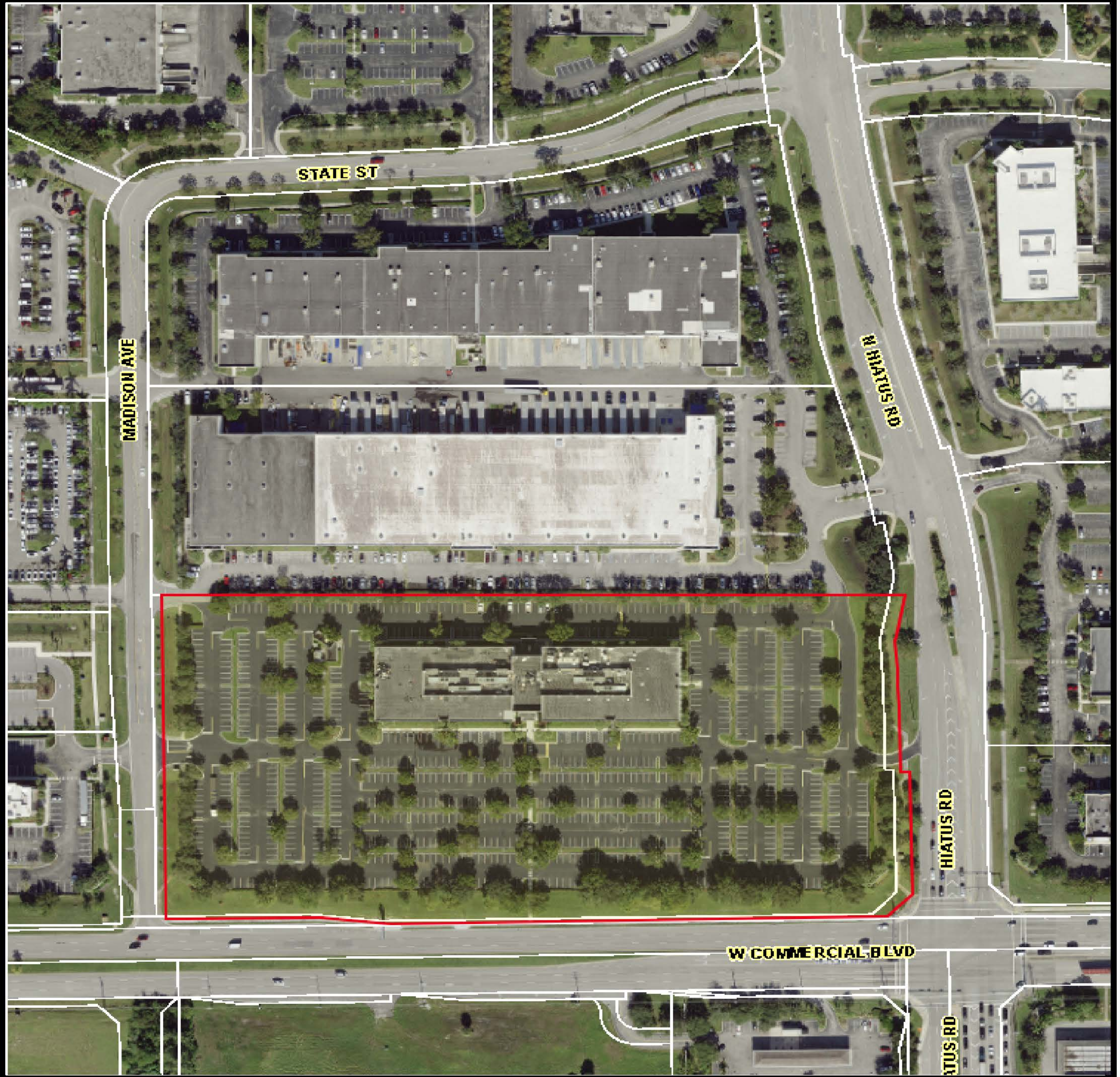
Sincerely,

GREENSPOON MARDER LLP

*Shane Zalonis*

Shane Zalonis  
For the Firm

5601 N Hiatus Road Industrial Project  
Large Scale Land Use Plan Amendment  
and Rezoning  
Case No. 1-LUA-21 and 2-Z-21




Subject Property

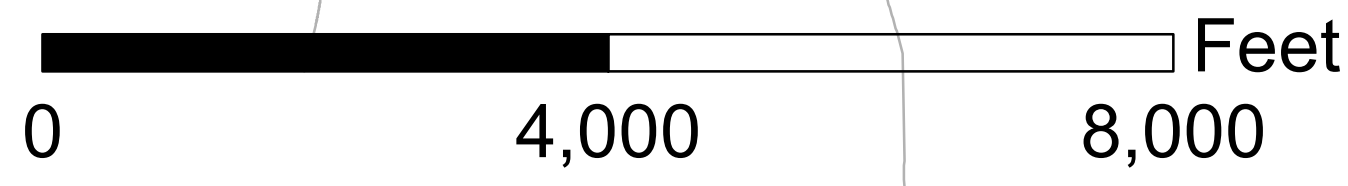
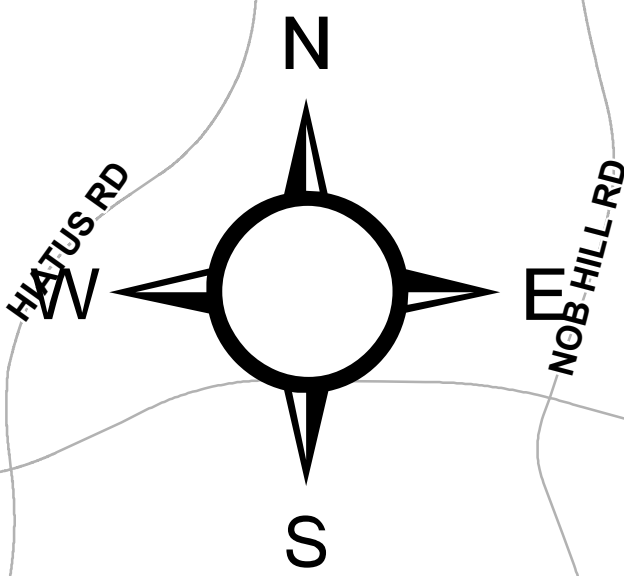
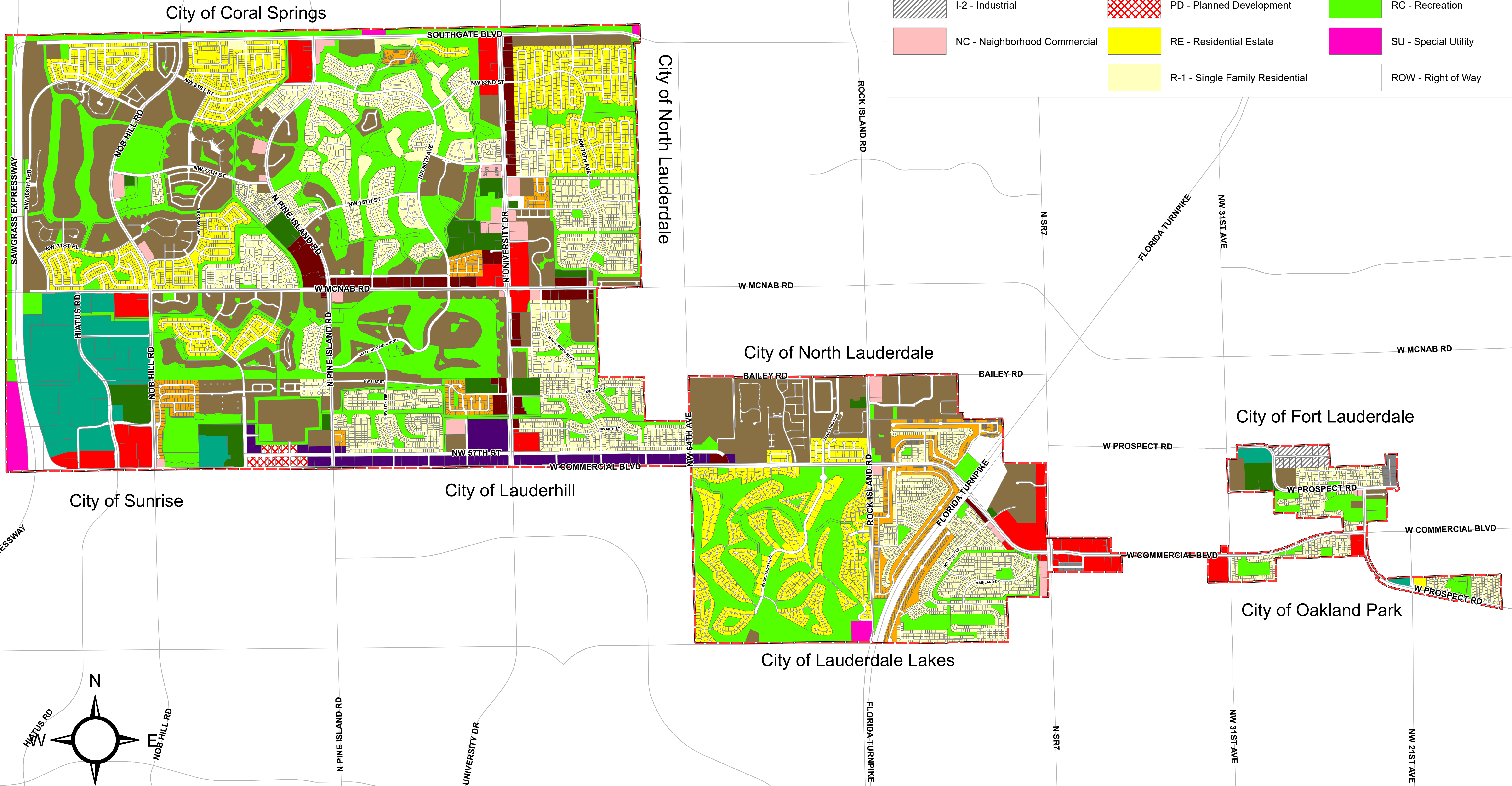


Maxine Calloway, Director  
Community Development  
7525 NW 88 Avenue  
Tamarac, FL 33321  
Telephone (954) 597-3530

# City of Tamarac Current Zoning Map

## Legend

	Boundary		MU-C - Mixed-Use Corridor		R-2 - Two-Family Residential
	BP - Business Park		MU-G - Mixed-Use General		R-3 - Multi-Family Residential
	I-1 - Light Industrial		MU-N - Mixed-Use Neighborhood		PF - Public Facilities
	I-2 - Industrial		PD - Planned Development		RC - Recreation
	NC - Neighborhood Commercial		RE - Residential Estate		SU - Special Utility
			R-1 - Single Family Residential		ROW - Right of Way





## Title - Discussion & Consensus - Social Justice Wall @ Tamarac Village

Commission District(s):

Citywide

### **ATTACHMENTS:**

**Description**

Social Justice Wall Presentation

**Upload Date**

9/2/2021

**Type**

Backup Material





Preliminary ideas for:

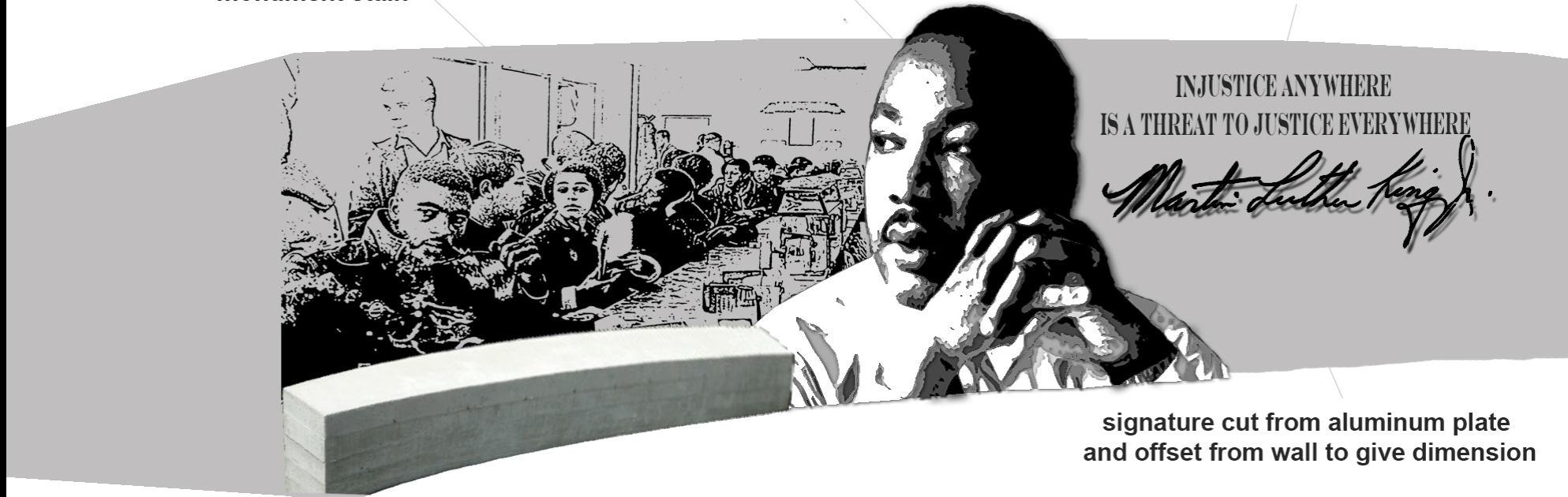
# Memorial Wall at Tamarac Village

September 9, 2021

Imagery sandblasted into concrete and stained with rubberized monument stain

Layered aluminum plate. Each color a different layer creating a three dimensional portrait

Quote sandblasted and stained



signature cut from aluminum plate and offset from wall to give dimension

**NOTE:** This image is just a DRAFT with the intention of showing preliminary composition, material and general scale. In the larger template, I have used images of well know social justice activists. In the final design, I would like to use as many local leaders and activists as possible with a couple of more well known people mixed in. I would like to conduct a series of meetings and discussions with the appropriate local community members to identify these local leaders. The imagery and direction of the overall composition may change after gathering information at the meetings and discussions.

Wing/Tapered End wall





INJUSTICE ANYWHERE  
IS A THREAT TO JUSTICE EVERYWHERE.  
*Martin Luther King Jr.*  
*Rosa Parks*



THE TIME IS ALWAYS RIGHT  
TO DO WHAT IS RIGHT.  
*Rosa Parks*  
*Coretta Scott King*





Images from the finished  
“Leaders Row” Tampa wall  
mural



Go on  
AMERICAN!  
Also

*[Signature]*

THE BRAVEST MOST DIGNIFIED  
MAN YOU COULD EVER BE



Henry Joyner

THE LAST MAN STANDING  
ON CENTRAL AVENUE

JOYNER'S  
COTTON CLUB

