



CITY OF TAMARAC REGULAR CITY COMMISSION MEETING

Commission Chamber

September 22, 2021

7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Placko

INTRODUCTION

- 1. CITY ATTORNEY REPORT**
- 2. CITY MANAGER REPORT**
- 3. PUBLIC PARTICIPATION**

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

Members of the public wishing to provide comments to the members of the City Commission on any matter, including items on the agenda, may submit their comments by email to CityClerk@Tamarac.org. All comments submitted by email shall be made part of the public record. The City has authority under the City Code to regulate the manner in which 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 Sept. 9, 2021 - City Commission Minutes

b. TR13675 - Regional Interlocal for Automatic Aid and Closest Unit Response Agreement

A Resolution of the City Commission of the City of Tamarac Florida, to approve and execute the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response between the City of Tamarac Fire Rescue Department, Broward County Sheriff's Office, Broward County and Municipalities with an effective date of the first day of the first calendar month after execution of this Agreement, authorizing the appropriate City Officials to execute this Agreement; providing for conflicts, providing for severability, and providing for an effective date.

c. TR13656 - Contract Award for the Housing Inspector Construction Liaison

A Resolution of the City Commission of the City of Tamarac, Florida, approving the agreement between the City of Tamarac and TSC Associates, Inc. To provide home inspector, specification writer and construction liaison services at a maximum amount of \$2,800 per project from September 22, 2021 through September 22, 2024, with agreed upon renewal options; authorizing the appropriate City Officials to execute agreement attached hereto as Exhibit "1" and incorporated herein; providing for renewals; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s): Citywide

d. TR13671 - Accepting an Assistance to Fire Fighters (AFG) Grant Award from the US Department of Homeland Security

A Resolution of the City Commission of the City of Tamarac, Florida accepting an assistance to Fire Fighters (AFG) Grant Award from the US Department of Homeland Security (DHS) via the Federal Emergency Management Agency (FEMA) for the purchase of fire rescue equipment and training in the amount of \$74,545; authorizing the City Manager and appropriate City Officials to execute an Agreement and necessary documents pending legal review between DHS, FEMA and the City of Tamarac for grant funding in the amount of \$74,545; providing for up to a ten percent match of \$7,455 in local funds; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

e. TR13676 - BSO Special Detail for Parks & Recreation Department

A Resolution of The City Commission of The City Of Tamarac, Florida, approving a Broward Sheriff's Office Permit Application for Special Details and Authorizing the appropriate City Officials to execute the Permit Application for Police Services to be used by the Parks And Recreation Department in an amount not to exceed \$89,200 In FY 22, October 1, 2021-September 30, 2022; approving funding from the appropriate Parks And Recreation accounts; providing for conflicts; providing for severability; and providing for an effective date.

f. TR13678 - FDOT Beautification Grant

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the City Interim Manager to apply for and accept a Beautification Grant through the Florida Department of Transportation (FDOT) for proposed landscaping improvements on University Boulevard from Southgate Boulevard to NW 78th Street in an amount not to exceed \$100,000.00, providing for at

least a one-to-one match in local funds not exceed \$254,938.00 in the event of approval of the application; providing for acceptance of award, execution of documents, and acceptance of a Joint Participation Agreement (JPA) and Maintenance Memorandum of Agreement (MMOA) with FDOT upon approval of the application, pending legal review; authorizing an appropriation for the receipt and expenditure for this grant, if awarded, to be included in a future Budget Amendment pursuant to F.S. 166.241(2); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

g. TR13680 - Contract Award of \$100,000.00 to Artist Michael Parker for the Social Justice Wall

A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing artist Michael Parker design and the execution of an agreement between the City of Tamarac and Loadwick Parker Enterprises, LLC, attached hereto as Exhibit "A" and incorporated herein, to provide for the fabrication and installation of a social justice artwork at the Tamarac Village Park located at 9090 NW 57th Street, Tamarac; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s): District 2

5. REGULAR AGENDA

a. TR13677 - Sunset Point - Veterans Park Renovation Project

A Resolution of The City Commission of The City Of Tamarac, Florida, Awarding RFP 21-21B Sunset Point And Veterans Park Renovation Project To Home Express Corp. DBA HE Builders, Inc. and approving the execution of an agreement between The City of Tamarac and Home Express Corp. DBA HE Builders, Inc. at a cost not to exceed \$1,800,000.00 and a contingency allowance of \$270,000.00 for a total Project Budget Of \$2,070,000.00. Approving funding from the appropriate Capital Improvement Accounts; providing for conflicts; providing for severability; and providing an effective date.

6. ORDINANCE(S) - FIRST READING

7. PUBLIC HEARING(S)

a. TR13616 - Parkside Memory Care Allocation of Bonus Sleeping Rooms

A Resolution of the City Commission of the City of Tamarac, Florida, allocating seventy-two (72) bonus sleeping rooms to allow for a special residential facility, category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms for the subject property located at 7501 NW 76 Street Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, Southern Bell-Tamarac, according to the plat thereof, as recorded in Plat Book 89, page 39, of the public records of Broward County) to provide for consistency with the land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 1-FLX-21); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

8. ORDINANCE(S) - SECOND 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

9. QUASI-JUDICIAL HEARING(S)

a. TBO47 - Parkside Memory Care ALF Variance - Parking

A Variance from Section 10-4.3(D)(2), Table 10-4.1, Minimum Number of Off-Street Parking Spaces, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety (92) parking spaces.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac ("Commission") has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the "Property") is located in the (PF), Public Facilities Zoning District.

Commission District(s): District 4

b. TBO48 - Parkside Memory Care Variance - Landscape

A Variance from Section 10-4.4(D)(3)(c)(i), Land Development Code, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.

Commission District(s): District 4

c. TR13618 - Parkside Memory Care Major Revised Site Plan

A Resolution of the City Commission of the City of Tamarac, Florida, granting Site Plan Approval (Major) with conditions to allow for the development of a new two (2) story assisted living facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, southern Bell-Tamarac, according to the plat thereof, as recorded in plat book 89, page 39, of the public records of Broward County) (Case No. 12-SP-20); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

10. OTHER

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

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

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



Jennifer Johnson, CMC

City Clerk



Title - Commissioner Placko



Title - Approval of the Sept. 9, 2021 - City Commission Minutes

ATTACHMENTS:

Description	Upload Date	Type
09092021 Draft Minutes	9/16/2021	Backup Material

City Commission Minutes
Thursday, Sept. 9, 2021

CALL TO ORDER: Mayor Gomez called the Thursday, Sept. 9, 2021, Regular City Commission meeting, being held at City Hall, to order at 7:00 p.m.

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

Also in attendance were, Interim City Manager Kathleen Gunn, City Attorney Don DuFresne, and City Clerk Jennifer Johnson.

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

Mayor Gomez asked for a moment of silence in honor of the 20th Anniversary of 9/11 and the 13 Marines who were lost in Afghanistan.

Mayor Gomez announced Don Defresne, of Fox Rothschild, is standing in for John Herin this evening as he has a conflict.

1. CITY ATTORNEY REPORT

None.

2. CITY MANAGER REPORT

a. Woodland Land Use Amendments/Rezoning/Development Agreement Special Meeting Date Discussion and Consensus

Mayor Gomez asked the members of the Commission if they would agree to schedule a Special City Commission meeting, for the above referenced matter, Wednesday, Oct. 20, 2021. By unanimous consensus, the Commission agreed to the date of Wednesday, Oct. 20, 2021.

Mayor Gomez asked to clarify the starting time of the meeting be 6 p.m. The consensus of the Commission was to start the Oct. 20, 2021, Special City Commission meeting at 6 p.m., with Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez being in favor. Commissioner Bolton and Commissioner Gelin were not in favor of 6 p.m.

3. PUBLIC PARTICIPATION

Mayor Gomez opened for public comments.

- a. Patti Lynn, of 6411 NW 58th Street, Tamarac, provided remarks about the 20th Anniversary of 9/11, and the loss of police officers to COVID-19. She urged the members of the Commission to work together during this tough time.
- b. Carol Mendelson, of 8021 NW 72nd Street, Tamarac, provided a statement addressing her concerns regarding recent behavior of the City Commission. She recognized the outstanding residents and staff of the City, and encouraged the Commission to be leaders and as a united team.
- c. Christopher Hodgkins, of 4905 Woodlands Blvd., Tamarac, expressed his concern for obtaining documents related to the 13th Floor project. He asked for the Level I Environmental Study, and the developer's agreement.

- d. Darcy Schiller, of 7879 Granville Drive, Tamarac, provided comments related to the budget, Commission salaries, and the OneTamarac event.

Mayor Gomez closed public comments.

4. CONSENT AGENDA

- a. Approval of the Aug. 23, 2021, City Commission Workshop Minutes
- b. Approval of the Aug. 31, 2021, Special City Commission Meeting Minutes

- c. **TR13632 – Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women**

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 FY2022**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the renewal of General Liability, Automobile Liability, Automobile Physical Damage, Worker's 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.

Mayor Gomez asked the Interim City Manager if there were any additions or deletions.

Interim City Manager, Gunn stated there was none.

Vice Mayor Villalobos motioned to approved. Commissioner Placko seconded

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 5-0.

5. REGULAR AGENDA

None.

6. ORDINANCE(S) FIRST READING

a. TO2482 – Amendment to Home Base Business provision of the Code to provide for consistency with Florida Statute, HB403

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 Standard 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 HB403 Florida Statutes and specifying use standards for home based businesses and operating within the City of Tamarac; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

City Attorney, Dufresne, read the title for the record.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

Mayor Gomez opened for comments from the public. There being none, Mayor Gomez closed public comments.

Discussion by the Commission ensued with clarification regarding home daycare facilities and unmarked overnight vehicles. Community Development Director, Maxine Calloway, stated House Bill 403 is intended to be non-discriminatory, while also allowing for it to be compatible with the city’s code.

Following discussion, Clerk Johnson conducted a roll call vote and the motion carried unanimously.

7. PUBLIC HEARING

None

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.

City Attorney, Dufresne, read the title for the record.

Mayor Gomez asked the members of the City Commission if anyone had any disclosures for TO2477 and/or TO2478. There were no disclosures reported.

Mayor Gomez asked that anyone who would be speaking about TO2477 and TO2478 be sworn in. Community Development Director, Maxine Calloway, Dennis Mele, and Susan Danielson were sworn in by the City Clerk.

Commissioner Bolton motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for comments from the public. There being none, Mayor Gomez closed public comments.

There being no discussion by the City Commission, Clerk Johnson conducted a roll call vote and the motion carried 4-1. Commissioner Gelin, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton dissented.

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 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.

City Attorney, Dufresne, read the title for the record.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

Mayor Gomez opened for comments from the public. There being none, Mayor Gomez closed public comments.

There being no discussion by the City Commission, Clerk Johnson conducted a roll call vote and the motion carried 4-1. Commissioner Gelin, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton dissented.

10. OTHER

a. Discussion and Consensus – Social Justice Wall @Tamarac

Public Art consultant, George Gadson, provided a presentation, which on file with the City Clerk's Office.

Discussion by the Commission ensued related to adding women, local athletes, musicians and having a more diverse group of individuals represented.

The consensus of the Commission was to have the wall located at Tamarac Village, and to bring the artist's contract back at the next meeting for approval.

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 7:46 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 Meeting held Thursday, Sept. 9, 2021.

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PUBLIC PARTICIPATION SIGN-UP SHEET

**REGULAR CITY COMMISSION MEETING
SEPTEMBER 9, 2021**

PLEASE PRINT FULL NAME * ADDRESS * PHONE NO.

[illegible]



Title - TR13675 - Regional Interlocal for Automatic Aid and Closest Unit Response Agreement

A Resolution of the City Commission of the City of Tamarac Florida, to approve and execute the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response between the City of Tamarac Fire Rescue Department, Broward County Sheriff's Office, Broward County and Municipalities with an effective date of the first day of the first calendar month after execution of this Agreement, authorizing the appropriate City Officials to execute this Agreement; providing for conflicts, providing for severability, and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13675 Memo	9/15/2021	Cover Memo
TR13675 Resolution	8/25/2021	Resolution
TR13675 Exhibit 1	9/15/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Fire Department

To: Kathleen Gunn, Interim City Manager
From: Michael Annese, Acting Fire Chief
Date: September 15, 2021
Re: TR 13675 – Regional Interlocal for Automatic Aid and Closest Unit Response Agreement

Recommendation:

Place TR13675 on the September 22, 2021, Commission Meeting Agenda for approval and execution of the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services and Special Operations Response through Automatic Aid and Closest Unit Response between the Municipalities, Broward County, and Broward County Sheriff's Office. This Agreement shall be effective on the first day of the first calendar month after execution of this Agreement by each Party.

Issue:

To support Broward County's goal of achieving Closest Unit Response for life threatening emergency responses through the use of technology and public safety standard operating procedures.

Background:

The closest unit response initiative allows for Broward County Regional 911 Communication Centers to identify the exact location of Broward County Fire Rescue Vehicles utilizing Global Positioning Satellite (GPS) technology and state of the art mapping systems. By installing GPS and broadband capable mobile data terminals in each fire rescue frontline emergency vehicle coupled with 911 dispatch and mobile mapping software, vehicles will be able to respond to incidents more quickly.

Given the need for Fire Rescue Departments to establish communication interoperability and decrease lifesaving response times throughout Broward County; this initiative is consistent with the Fire Rescue Council and Broward County Commissioner's goals of providing multi-agency interoperability and closest unit response capability for all fire rescue agencies within Broward County.

In 2002, the Broward County residents voted by charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for

regional specialty teams.

By and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as *Exhibit 1*, and as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations.

The stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

The Fire Chief recommends that it is in the best interest of the City's citizens to execute this Agreement with Broward County, Broward Sheriff's Office and Municipalities.

The following strategic City's goal is met through this Agreement:

Goal #2 – Tamarac is Safe and People Know It (Security Technology, Quick Emergency Response. Preparedness Fire and Medical Services) enhancing the development of partnerships, and services through the RILA.

Fiscal Impact

None.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, TO APPROVE AND EXECUTE THE REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE BETWEEN THE CITY OF TAMARAC FIRE RESCUE DEPARTMENT, BROWARD COUNTY SHERIFF'S OFFICE, BROWARD COUNTY AND MUNICIPALITIES WITH AN EFFECTIVE DATE OF THE FIRST DAY OF THE FIRST CALENDAR MONTH AFTER EXECUTION OF THIS AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THIS AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to support Broward County's goal of achieving Closes Unit Response (CUR) for life threatening emergency responses through the use of technology and public safety standard operating procedures; and

WHEREAS, the CUR allows for Broward County Regional 911 Communication Centers to identify the exact location of Broward County Fire Rescue Vehicles utilizing Global Positioning Satellite (GPS) technology and state of the art mapping systems; and

WHEREAS, by installing GPS and broadband capable mobile data terminals in each fire rescue frontline emergency vehicle coupled with 911 dispatch and mobile mapping software, vehicles will be able to respond to incidents more quickly; and

WHEREAS, in 2002, the Broward County residents voted by charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate CUR for life-threatening emergencies and support for regional specialty teams; and

WHEREAS, by and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as Exhibit 1, and as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations; and

WHEREAS, the stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the effective date of the Agreement is on the first day of the first calendar month after execution of this Agreement by each Party; and

WHEREAS, it is the recommendation of the Fire Chief that Tamarac execute this Agreement with Broward County, Broward Sheriff's Office and Municipalities; 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 approve this Agreement (attached hereto as Exhibit 1)

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: That the City Commission hereby approves the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closes Unit Response between the City of Tamarac, Broward Sheriff's Office, Broward County and Municipalities. The appropriate City Officials are hereby authorized to execute the Agreement (attached hereto as Exhibit 1).

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 _____, 2021.

MICHELLE GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CITY CLERK

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

JOHN R. HERIN
CITY ATTORNEY

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

This Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response ("Agreement") is entered into between the Municipalities executing this Agreement, the Broward County Sheriff's Office, and Broward County (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

B. The design, purpose, and intention of this Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services ("EMS"), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities.

C. Each Party hereto maintains or contracts for the services, which may include paid or volunteer services, of a Fire Rescue Department with apparatus, firefighting equipment, EMS equipment, and firefighting, EMS, and administrative personnel.

D. The Parties acknowledge that incidents that include but are not limited to the requirement for firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief occur without prior warning, without a set pattern or frequency, and without regard to life, limb, or property.

E. The Parties further recognize that there is a mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected Parties in order that lives and property may be saved.

F. In 2002, Broward County residents voted by Charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for regional specialty teams.

G. By and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties mutually covenant, promise, and agree as follows:

ARTICLE 1. PURPOSE AND INTENT

1.1. The Parties affirm the Recitals stated above as true and correct and incorporate them herein.

1.2. The stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities. This will be accomplished by automatic aid via closest unit response, as defined herein, in addition to the Automatic Aid Addendum agreements that allow for automatic aid between two or more Parties and that are above and beyond the parameters outlined by closest unit response.

1.3. Except to the extent inconsistent with this Agreement, nothing in this Agreement shall preclude or otherwise negate any existing sharing or mutual aid agreements, or agreements pertaining to the compensation or shared expenses of same, that may already exist or may be entered into between any of the Parties. The Parties may continue to enter into such sharing agreements and doing so will not constitute a violation or breach of this Agreement. To the extent anything in this Agreement conflicts with the provisions of any such sharing or Automatic Aid Agreements or other agreements pertaining to the compensation or shared expenses, the provisions of this Agreement shall govern.

ARTICLE 2. DEFINITIONS AND IDENTIFICATIONS

2.1 **Automatic Aid** means assistance dispatched automatically for one Party to one or more other Parties to lend assistance across jurisdictional boundaries for a particular incident.

2.2 **Automatic Aid Addendum** or **AAA** means a written agreement for Automatic Aid between two or more Parties to this Agreement.

2.3 **Available Unit** means a unit in an available status and within the specified estimated time of arrival for the applicable call (if any) from the incident as stated below and with the appropriate unit capabilities based upon the incident at issue, provided that if the applicable Automatic Aid Addendum between the applicable Parties in the incident at issue provides a broader definition of Available Unit, that broader definition shall apply for that incident. The following phases shall proceed in order, commencing with Phase 1, and proceeding to the next phase one calendar year

later unless the Fire Chiefs' Association of Broward County (FCABC), Inc. approve in writing an earlier or delayed progression to the next phase.

Phase	ETA to Incident	Dates of Phase
Phase 1	2 Minutes	Commencement until December 31, 2021
Phase 2	4 Minutes	January 1, 2022 until December 31, 2022
Phase 3	8 Minutes	January 1, 2023 until December 31, 2023
Phase 4	No time limitation	January 1, 2024 and thereafter

2.4 **Closest Unit Response** or **CUR** means lending assistance across jurisdictional boundaries by at least one (1) Available Unit to a Life-Threatening Emergency.

2.5 **Coverage** means the provision of fire protection and services, if needed, to another jurisdiction or geographic area.

2.6 **Life-Threatening Emergency** means the designated incident types that constitute a high priority call under the International Academy of Emergency Dispatch System for both medical and fire, as may be amended from time to time (currently, "Delta" and "Echo" calls).

2.7 **Mutual Aid** means assistance dispatched upon request by one Party to one or more other Parties, in which the lending party approves such request to lend assistance across jurisdictional boundaries for a particular incident.

2.8 **Responding Party** means the agency providing assistance to another agency that has declared an emergency incident.

2.9 **Requesting Party** means the agency requesting assistance from another agency to assist in mitigating an emergency incident.

2.10 **Special Operations** means a specialized response that includes personnel with specific training and knowledge, along with apparatus and equipment, designed to respond to incidents involving hazardous materials, technical rescue, marine, aircraft, water emergency, or other operations that require specialized training and knowledge for mitigation of the incident.

ARTICLE 3. EQUIPMENT AND STAFFING

3.1 **Fire Units** - Each Party must maintain its fire rescue apparatus, equipment, and accessories in good working order. A fire unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.2 **EMS Units** - Each Party must maintain its EMS apparatus, equipment, and accessories in good working order. An EMS unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.3 **EMS Licenses** - All EMS transport units must be licensed by the State of Florida and Broward County as required by applicable law. All EMS units must meet the Advanced Life

Support (ALS) requirements as outlined in Florida Administrative Code Section 64J-1.003, as amended from time to time.

3.4 Staffing - Unless otherwise agreed by applicable Parties in an applicable AAA, all responding units shall be staffed as follows, or augmented to be staffed as follows to fulfill the minimum staffing requirements:

- (a) Fire service units that consist of a fire engine company or a quintuple combination pumper ("quint") shall have at least three (3) state certified firefighter.
- (b) EMS Rescue units shall be staffed, at a minimum, with (i) two (2) state or nationally certified firefighter/paramedics, or (ii) one (1) firefighter/paramedic and one (1) firefighter/emergency medical technician.
- (c) EMS Medical units shall be staffed at a minimum with (i) two (2) state or nationally certified paramedics, or (ii) one (1) paramedic and one (1) emergency medical technician.
- (d) All other responding specialty apparatus and support units shall have appropriately trained and certified personnel for said unit.

ARTICLE 4. REQUEST FOR AID

4.1 An arrangement for Automatic Aid between two or more Parties to this Agreement shall be memorialized as an Automatic Aid Addendum. Any existing automatic aid agreement between two or more Parties that is in place as of the Effective Date of this Agreement and that provides equal or greater automatic aid than outlined in the parameters of this Agreement shall automatically be considered to be an AAA under this Agreement without further action, unless the Parties to that Automatic Aid Agreement agree otherwise in writing. Each AAA shall, at a minimum, specify the applicable apparatus and personnel to be provided and the designated areas for such aid.

4.2 By execution of this Agreement, each Party consents and commits to accept requests for Closest Unit Response from any applicable public safety answering point (PSAP). For any Life-Threatening Emergency (as defined in Section 2.6) originating from within the geographical boundaries of any Party, that Party shall be deemed the Requesting Party and the applicable PSAP shall dispatch units based upon Closest Unit Response parameters.

ARTICLE 5. RESPONSE TO REQUEST FOR AID

5.1 The Parties agree to provide aid to each other by responding to the fire, rescue situations, EMS calls, special operations emergencies, other emergencies, and disasters as requested by the Requesting Party subject to the terms, conditions, and understandings contained in this Agreement and any applicable agreement(s) between the relevant Parties (subject to Section 1.3 above).

5.2 Any Parties executing an AAA for Automatic Aid further agree to provide Automatic Aid as set forth in such AAA to the Parties to that AAA.

5.3 If a call for service originates from outside the geographical boundaries of a particular Party and that Party has Available Units ("Responding Party"), then the Responding Party shall accept and respond to a dispatch request for Closest Unit Response in the same manner as a call for service within the Responding Party's jurisdiction, except as may otherwise be modified by this Agreement.

5.4 The Parties recognize and agree that if, for any reason beyond the reasonable control of the Responding Party, the Available Unit(s) or other requested resources are unable to respond to the request for aid, the Responding Party shall not be liable or responsible in any regard whatsoever for such inability to respond.

5.5 In the event any Party has twelve (12) or more unjustified incidents of being unable to respond with an Available Unit under the parameters of CUR within a calendar year, upon written approval of the Fire Chiefs for the majority of the municipalities that both share a geographical boundary with that Party and are a Party to this Agreement, the Party demonstrating the failure to respond may be terminated as a Party to this Agreement upon sixty (60) days' prior written notice by any such neighboring municipality that is a Party to this Agreement. Any financial or other liabilities that accrued prior to the effective date of termination shall survive such termination of this Agreement.

5.6 Grounds justifying an inability to respond to a request for CUR include, but are not limited to, the following, provided that upon the resolution or removal of any of these grounds justifying an inability to respond, the Responding Party promptly contacts the PSAP and offers to provide the requested assistance:

- (a) The requested unit was inoperative;
- (b) The requested unit was dispatched in error and outside the parameters stated in the Broward County Closest Unit Response Project Charter at Section 4, Project/Service Description, as may be amended or otherwise modified by the applicable Broward County governance boards;
- (c) The requested unit was being utilized on another emergency call; or
- (d) The requested unit is prohibited as matter of federal or state law from providing aid outside the territorial limitations of their jurisdiction.

ARTICLE 6. CONTROL OF FIRE, RESCUE, EMS, AND SPECIAL OPERATIONS,

6.1 The Parties to this Agreement understand and agree that the Incident Command System ("ICS"), as defined by the National Incident Management System ("NIMS"), is the framework for controlling and managing emergency incidents within a given jurisdiction. The Incident Commander ("IC"), as defined within ICS under NIMS, is in charge of the incident and responsible

for tactical coordination of all personnel and equipment used to control an active incident.

6.2 Control of each Responding Party's personnel shall remain with each Responding Party as to the rendition of service, standards of performance, discipline of officers and employees, and other matters incident to the performance of services by the Responding Party's personnel.

6.3 The personnel of the Responding Party shall not be obligated to obey any order that an officer of the Responding Party reasonably believes to be either in violation of the laws of the State of Florida, United States, or the established rules and procedures of the Responding Party. The senior officer of the Responding Party may, in his or her judgment, instruct the personnel of the Responding Party that they are not obligated to comply with any order issued by another Party's personnel that said senior officer believes may result in a likelihood of unreasonable risk of death or bodily injury to the agents, officers, or employees of the Responding Party, or in a significant and substantial loss or damage to the Responding Party's equipment. In the event of said noncompliance, the senior officer will notify the other Party's individual who issued said order, and the senior officer will notify his or her supervisor of the Responding Party.

6.4 Communications at each incident to which a Responding Party is rendering aid shall be in accordance with the National Incident Management System guidelines, unless otherwise agreed by the applicable Parties.

ARTICLE 7. REIMBURSEMENT

7.1 All costs associated with providing aid as defined within this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement, the applicable AAA (if any), or another written agreement between the applicable Parties, or, for a declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

7.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether or not said persons provide any services to any other Party under this this Agreement.

7.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment, and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.

7.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines if applicable. The Requesting Party shall receive, upon request to the Responding

Party, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information (“PHI”) or Electronic Protected Health Information (“e-PHI”) except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), each as amended, and the regulations promulgated thereunder (collectively “HIPAA”), and any other applicable laws and regulations, all as may be amended from time to time.

ARTICLE 8. INDEMNIFICATION

8.1 To the extent permitted and as limited by Section 768.28, Florida Statutes, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney’s fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.

8.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.

8.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.

8.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers’ compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

ARTICLE 9. EFFECTIVE DATE; TERMINATION

9.1 This Agreement shall be effective as to each Party on the first day of the first calendar month after execution of this Agreement by that Party. The effectiveness of this Agreement does not require the execution by all or any minimum number of municipalities, but shall be effective as stated in this Section 9.1 for each executing Party after execution by that Party.

9.2 This Agreement may be terminated by any Party solely as to that Party’s participation in this Agreement upon no less than sixty (60) days’ prior written notice by the provision of such written notice to the entities stated in the Notices provision of this Agreement. Upon receipt of any notice of termination, the Fire Chiefs’ Association of Broward County shall promptly serve such notice upon all other Parties to this Agreement. The termination by any one Party pursuant

to this section shall have no effect upon the continuation of this Agreement as to the other remaining Parties.

ARTICLE 10. GENERAL CONDITIONS

10.1 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity or such rights or limitations may be applicable, nor shall nor anything included herein be construed as consent by any Party to be sued by third parties in any matter arising out of or relating to this Agreement. This section shall survive the termination of this Agreement.

10.2 No Third-Party Beneficiaries. The Parties do not intend to create or confer any rights or obligations in or upon any third party by this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties therefore acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

10.3 Independent Contractor. The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. No party or any agent, employee, subcontractor, or assignee of any Party may represent to another that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to any Party's retirement, leave benefits, or any other benefits of a Party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Parties shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for any other Party or any other Party's officers, employees, agents, subcontractors, or assignees.

10.4 Equal Opportunity; Discrimination. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this interagency agreement.

10.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed on the signature pages below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as provided in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

10.6 Compliance with Law. Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement does not and shall not be deemed to relieve any Party of any of its obligations or responsibilities imposed by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the other Parties to this

Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

10.7 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.8 Entirety of Agreement. Except as to any AAA or other Automatic Aid or Mutual Aid agreement between any of the Parties to this Agreement, this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, unless expressly permitted herein.

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

10.10 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from any other Party. Any attempt to assign this Agreement or any interest or obligation under this Agreement shall be null and void ab initio.

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

10.12 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete

understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort, the language agreed to herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10.13 Authority. Each person signing this Agreement on behalf of any Party warrants that he or she has full legal power and authority to execute this Agreement on behalf of that Party.

10.14 Materiality; Waiver. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

10.15 Public Records. Each Party shall be individually responsible for compliance with the obligations of Chapter 119, Florida Statutes, for any public records made or received by that Party.

10.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document, addendum, or exhibit attached to or incorporated in this Agreement and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of each Party. Any amendment to Automatic Aid Addendums (AAAs) shall require only the written approval by authorized representatives of the Parties to that particular AAA and shall not constitute an amendment to this Agreement.

10.18 Conflict Resolution. The Parties mutually agree that it is beneficial to have a conflict resolution policy in place as an incorporated element of this Agreement. If any Party is in conflict as to another Party relating to a dispute arising out of this Agreement or any provision thereof, an executive director/senior manager of each Party in conflict will meet within thirty (30) days after being notified of a conflict. The Parties in conflict will attempt to resolve the conflict at the senior management level without the need for further resolution, unless it is impractical or not feasible to resolve the issue at the negotiations level. If negotiations fail to resolve the issue, upon request by any Party in the conflict, the conflicting Parties shall mediate the issues by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. Any such mediation shall occur within thirty (30) days after the date mediation is requested by a conflicting Party. The Mediator shall be agreed upon by the Parties in conflict by mutual agreement (if the Parties cannot agree,

each Party in the conflict shall select one (1) mediator, and the selected mediators shall agree upon the mediator that shall conduct the mediation, which may be any of the selected mediators or a different mediator entirely). The conflicting Parties shall pay the Mediator fees promptly and on an equal basis. Litigation may not be commenced by a Party until after any requested mediation has been (i) declared an impasse by the Mediator, (ii) terminated in writing by one or both of the Parties, or (iii) there is an immediate need for judicial relief of an emergency nature (i.e., the need for a temporary restraining order or preliminary injunction). Nothing in this section is intended to prejudice a Party's right to access the courts to obtain judicial relief or assistance; rather, this provision is created to facilitate resolution before litigation is initiated. Provided an appropriate Resolution has been issued by the governing body of the applicable Party and noticed to the applicable entities in compliance with Section 164.1052(1), Florida Statutes, compliance with the provisions of this section shall be deemed by the conflicting Parties to constitute full compliance with the conflict assessment phase obligations of the Parties under Section 164.1053(1), Florida Statutes. Unless the applicable Parties otherwise agree in writing, nothing in this section alleviates the Parties' obligations to comply with Section 164.1055, Florida Statutes, or any necessary notice obligations under Florida law.

10.19 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.20 Recording. This Agreement and any subsequent amendments shall be recorded in the Official Records of Broward County.

The remainder of this page is intentionally blank.

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS
RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

SHERIFF OF BROWARD COUNTY

By: _____
Sheriff of Broward County

Date: _____

Witnessed: _____

Witnessed: _____

Approved as to form and legal sufficiency:

By: _____
Terrence Lynch, General Counsel
Office of the General Counsel

Date: _____

NOTICE ADDRESS PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

MUNICIPALITY

ATTEST:

CITY OF TAMARAC

JENNIFER JOHNSON, CMC, CITY CLERK

By: _____
MICHELLE J. GOMEZ, CITY MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:

JOHN R. HERIN, JR., CITY ATTORNEY

NOTICE ADDRESS FOR CITY OF _____ PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2021

(Signature)

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

(Print Name of Witness)

NOTICE ADDRESS PER § 10.5:

Broward County Regional Emergency
Services and Communications
Attn: Director, Tracy Jackson
201 NW 84 Avenue
Plantation, Florida 33324
Fort Lauderdale, Florida 33301
Email address: tjackson@broward.org

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
2021-08-20 Regional Automatic Aid Agreement
#473096.7



Title - TR13656 - Contract Award for the Housing Inspector Construction Liaison

A Resolution of the City Commission of the City of Tamarac, Florida, approving the agreement between the City of Tamarac and TSC Associates, Inc. To provide home inspector, specification writer and construction liaison services at a maximum amount of \$2,800 per project from September 22, 2021 through September 22, 2024, with agreed upon renewal options; authorizing the appropriate City Officials to execute agreement attached hereto as Exhibit "1" and incorporated herein; providing for renewals; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
1 - TR 13656 Memo- 21-13R 1	9/8/2021	Cover Memo
2 - TR 13656 Reso-21-13R 1	9/8/2021	Resolution
3 - TSC Associates - Executed Agreement 08.2021	9/8/2021	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 09 001M
COMMUNITY DEVELOPMENT

TO: Kathleen Gunn,
Interim City Manager

FROM: Maxine A. Calloway,
Community Development Director

DATE: September 4, 2021

RE: **Approval of the Agreement with TSC Associates, Inc. Resulting from RFP No. 21-13R – Home Inspector, Specification Writer & Construction Liaison for Community Development; Temp. Reso. No. 13656**

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the Agreement between the City of Tamarac and TSC Associates, Inc., for professional services to conduct residential inspections for the Minor Home Repair Program.

Issue: City Commission approval is required for the Agreement with TSC Associates, Inc.

Background: The City currently utilizes TSC Associates, Inc., as the City's Home Inspector, Specifications Writer and Construction Liaison to provide professional services to conduct residential inspections to determine the extent of rehabilitation needed in residential homes, prepare cost estimates, and to prepare industry standard written specifications for property rehabilitation under the guidelines and the direction of the City's Community Development Department-Housing Division. The agreement expired and a new solicitation was published by the Procurement Office.

The City issued Request for Proposal (RFP) #21-13R for a Home Inspector, Specification Writer, & Construction Liaison for the Community Development Minor Home Repair Program on June 13, 2021. The City received three (3) responses to this RFP from TSC Associates, Inc., Housing and Assistive Technology, Inc., and TRC Worldwide Engineering, Inc. TSC Associates, Inc. submitted the highest ranked proposal based on scoring of the evaluation committee.

The evaluation committee consisted of various city staff: Housing & Community Development Manager, Housing and Community Development Programs Coordinator II, City Engineer, Risk & Safety Manager, and the Permit Services Supervisor. After reviewing the proposals, the committee met on July 20, 2021 to discuss them. Two firms, TSC Associates, Inc. and Housing and Assistive Technology, Inc., were selected to make oral presentations on August 12, 2021. The committee held the final meeting immediately after the oral presentations. The committee members unanimously agree to recommend TSC Associates, Inc. as the Home Inspector, Specification Writer, & Construction Liaison.

TSC Associates, Inc. has agreed to serve as the Home Inspector, Specification Writer, & Construction Liaison for the three (3) year term specified in the agreement. There is a potential for renewal and is subject to mutual agreement and successful performance by TSA Associates Inc. According to the schedule of values in the agreement, the maximum value or cost per project is \$2,800 for the entire term of the Agreement.

The Community Development Director and the Purchasing and Contracts Manager recommend that the City Commission approve the Agreement between the City of Tamarac and TSC Associates, Inc. and authorize the Interim City Manager to execute the Agreement and any subsequent renewal options subject to mutual agreement and successful performance by TSC Associates, Inc.

Fiscal Impact: The agreement with TSC Associates, Inc., the City's Home Inspector, Specifications Writer and Construction Liaison is funded by and through CDBG, HOME and SHIP.

This agreement is consistent with the City's Strategic Goal #1 – Tamarac is Home and Goal #4 - Tamarac is Vibrant.



Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 13656
 Exhibit "1" – Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND TSC ASSOCIATES, INC. TO PROVIDE HOME INSPECTOR, SPECIFICATION WRITER AND CONSTRUCTION LIAISON SERVICES AT A MAXIMUM AMOUNT OF \$2,800 PER PROJECT FROM SEPTEMBER 22, 2021 THROUGH SEPTEMBER 22, 2024, WITH AGREED UPON RENEWAL OPTIONS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AGREEMENT ATTACHED HERETO AS EXHIBIT "1" AND INCORPORATED HEREIN; PROVIDING FOR RENEWALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac currently utilizes TSC Associates, Inc. as the City's Home Inspector, Specification Writer and Construction Liaison for the implementation of the City's various housing programs; and

WHEREAS, the City issued Request for Proposal 21-13R for a Home Inspector, Specification Writer, & Construction Liaison for the Community Development Housing Rehabilitation Programs on June 13, 2021; and

WHEREAS, the City received three (3) responses to this Request for Proposal from TSC Associates, Inc., Housing and Assistive Technology, Inc. and TRC Worldwide Engineering, Inc.; and

WHEREAS, TSC Associates, Inc. submitted the highest ranked proposal based on scoring of the evaluation committee; and

WHEREAS, the evaluation committee consisted of various city staff: Housing & Community Development Manager, Housing and Community

Development Programs Coordinator II, City Engineer, Risk & Safety Manager, and Permit Services Supervisor; and

WHEREAS, TSC Associates, Inc. has agreed to serve as the home inspector, specification writer and construction liaison for a three (3) year term with potential for renewal; and

WHEREAS, a renewal option beyond September 22, 2024 may be permitted under the Agreement at the option of the City subject to mutual agreement and subject to successful performance by TSA Associates Inc.; and

WHEREAS, the maximum value per project is \$2,800 for the entire term of the Agreement; and

WHEREAS, there are funds available in the CDBG, HOME, and SHIP programs to cover all costs associated with the performance of the home inspector, specification writer and construction liaison services provided by TSC Associates, Inc; and

WHEREAS, it is the recommendation of the Community Development Director and the Purchasing and Contracts Manager that the Interim City Manager be authorized to execute the Agreement and any subsequent renewal options subject to mutual agreement and successful performance by TSC Associates, Inc.; 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 approve the Agreement, Exhibit "1" (attached hereto, incorporated herein, and made a specific part thereof); and

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

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

SECTION 2: The appropriate City officials are hereby authorized to execute the Agreement and any subsequent renewal option subject to mutual agreement and successful performance by with TSC Associates, Inc. to serve as the City's Home Inspector, Specification Writer and Construction Liaison, a copy of said Agreement is attached hereto as Exhibit "1".

SECTION 3: The City Commission approves this Agreement, and authorized expenditures under the Agreement for an amount not to exceed \$2,800 per project.

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

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or

invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
TAMARAC, FLORIDA THIS _____ DAY OF SEPTEMBER, 2021.

CITY OF TAMARAC, FLORIDA

Michelle J. Gomez, MAYOR

ATTEST:

JENNIFER JOHNSON,
CITY CLERK

M. GOMEZ	_____
M. BOLTON	_____
M. GELIN	_____
E. VILLALOBOS	_____
D. PLACKO	_____

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

JOHN HERIN
CITY ATTORNEY

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
TSC ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and TSC ASSOCIATES, INC., a Florida corporation with principal offices located at P.O. Box 120487 Fort Lauderdale, FL 33312 (the "Contractor") to provide for City-wide **HOME INSPECTOR, SPECIFICATION WRITER & CONSTRUCTION LIAISON FOR COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION PROGRAMS**

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Invitation for Request for Proposal (RFP) Document # 21-13R, "**HOME INSPECTOR, SPECIFICATION WRITER & CONSTRUCTION LIAISON FOR COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION PROGRAMS**", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP # 21-13R, "**HOME INSPECTOR, SPECIFICATION WRITER & CONSTRUCTION LIAISON FOR COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION PROGRAMS**" as issued by the City, and the Contractor's Proposal response dated July 7th, 2021, Request for Proposal RFP #21-13R as issued by the City shall take precedence over the Contractor's Bid. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

- 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to perform the services required for the locations included in the bid package RFP #21-13R, **HOME INSPECTOR, SPECIFICATION WRITER & CONSTRUCTION LIAISON FOR COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION PROGRAMS**
- 2.1.2 Contractor shall furnish all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner as per the specifications listed within the bid document.
- 2.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the

operation of equipment and in the performance of the work.

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

3. Insurance

- 3.1** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

- 3.2** The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this contract:

Line of Business/ Coverage	
Commercial General Liability	\$1,000,000 Occurrence & Aggregate Limit
Including:	
Premises/Operations	
Contractual Liability	
Personal Injury	
Explosion, Collapse, Underground Hazard	
Products/Completed Operations	
Broad Form Property Damage	
Cross Liability and Severability of Interest Clause	

Automobile Liability	\$1,000,000 Occurrence & Aggregate Limit
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Workers' Compensation & Employer's Liability	Statutory
--	-----------

Professional Liability (Claims Made Policy)	\$1,000,000 Occurrence & Aggregate Limit
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- 3.3** The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

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

City reserves its right to select its own defense counsel. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4. Term of Contract

The initial contract period shall be for three (3) years beginning upon award final contract execution and award of the Agreement. The City reserves the right to exercise the option to renew for an additional two (2) year period, for a total contract period not to exceed five (5) years. The City requires a firm price for the initial three (3) year contract period. Renewals will be based on the successful contractor agreeing to the same terms and conditions and by filing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing and Contracts Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

5. Contract Pricing

Contract pricing shall be per the unit pricing enumerated in the Schedule of Values shown in **Exhibit A**, herein. The "Total Bid Price" to Perform Services and Tasks" price (item 1) for each individual project shall include all costs for the Contractor to provide the services and tasks enumerated in Request for Proposal #21-13R, "HOME INSPECTOR, SPECIFICATION WRITER & CONSTRUCTION LIAISON FOR COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION PROGRAMS", Article VII, "TECHNICAL REQUIREMENTS AND SPECIFICATIONS", "REQUIRED SERVICES AND TASKS", except for Section 5.22, which shall be an "Additional Fee" (as shown in Exhibit A, item 7). Contractor shall provide individual quotations for each project executed under this when only certain components are required, as requested by the City. Accordingly, It may be necessary to remove or deduct some items from the Total Bid Price due to requirements of that project. Items 2 through 6 on the Schedule of Values are included as "A La Carte Cost Schedule" items; and reflect tasks that may be deducted from the Total Bid Price. Please note that the sum of A La Carte items shall not be greater than the Total Bid Price.

6. Payments

6.1 Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits shall be processed before the warranty period begins.

6.2 All payments under this Agreement shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7. Remedies

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

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

8. Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

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

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

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

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

8.7 In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9. No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.

Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and

exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10. Waiver of Liens

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

11. Warranty

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

12. Indemnification

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

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

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the **CONTRACTOR'S RESPONSIBILITY** of Contractor under the indemnification agreement.

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

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

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

13. Non-Discrimination & Equal Opportunity Employment

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

14. Independent Contractor

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

not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. Assignment and Subcontracting

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

16. Notice

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

CITY

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

With a copy to City Attorney at the following address:

Fox Rothschild LLP
2 South Biscayne Boulevard
One Biscayne Tower, Suite 2750
Miami, FL 33131
Attn: John R. Herin, Jr., Partner

CONTRACTOR

TSC Associates, Inc.
Mr. Wm. La'Marr Ruffin
P.O. Box 120487
Fort Lauderdale, FL 33312
954-316-8952
Tscinspectservices@gmail.com

17. Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon thirty (30) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.

12.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or

requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18. Addition or Deletion of Services & Budgetary Constraints

The City reserves the right to add to the services specified in this agreement, or to delete any portion of the resulting Contract, at any time, and if such right is exercised by the City the total fee shall be increased or decreased in the same ratio as the service is to the monthly flat rate quoted by contractor and accepted by the City.

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

19. Agreement Subject to Funding

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

20. Venue

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

21. Signatory Authority

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

22. Severability; Waiver of Provisions

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

23. Merger; Amendment

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

24. No Construction Against Drafting Party

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

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

25. Uncontrollable Circumstances

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

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

In the event that any City facility is closed due to uncontrollable forces as indicated in Section 19 of this Agreement, the Contractor shall not bill the City for the cost of hourly employees who are not working, unless such employees have been tasked to complete maintenance at the facility in an effort to restore the facility to operational status.

26. Scrutinized Companies - 287.135 AND 215.473

26.1 By execution of this Agreement, 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, or 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.

26.2 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.

27. Public Records

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

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

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

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

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

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

28. 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.

"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.

29. Custodian of Records

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

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and. (Name of party with whom Agreement is made), signing by and through its -----(President, Owner, C.E.O., etc.) duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

Michael C. Cernech, City Manager

Date

Approved as to form and legal sufficiency:

John R. Herin, Jr., City Attorney

Date

CONTRACTOR

TSC Associates Inc

Company Name

Signature of President/Owner

Wm LaMar Ruffin

Type/Print Name of President/Owner

August 18, 2021

Date

ATTEST:

Jennifer Johnson, CMC. City Clerk

Date

ATTEST:

Signature of Corporate Secretary

Wm LaMar Ruffin

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Wm. LaMarr Ruffin, of TSC Associates, Inc.

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

WITNESS my hand and official seal this 18th day of August, 2021.



Debra M. Chatman
Signature of Notary Public
State of Florida at Large
Debra M. Chatman

Print, Type or Stamp

Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

EXHIBIT A – SCHEDULE OF VALUES

Pricing included below is all-inclusive of labor, travel time equipment, materials, insurance, incidental and accessory items as needed.

1. TOTAL BID PRICE TO PERFORM SERVICES AND TASKS

The Total Bid Price reflects the pricing to perform the required services and tasks defined in Article VII "Technical Requirements and Specifications" of RFP #21-13R except for Item 5.22, which states that in the event the City receives customer complaints regarding a project, and on an as needed basis, the Contractor is required to perform inspections, submit photos and written report of findings on previously completed projects outside of the current fiscal year that may or may not be under warranty. Item 5.22 is included as an "Additional Fee" shown in item 7 below.

TOTAL BID PRICE \$2450.00

A LA CARTE COST SCHEDULE (Items 2 through 6)

There are instances in which portions of the Scope of Work are not performed due to ineligibility or cancellation of the project. As such, when Contractor calculates individual project quotes, Contractor may be required to list a line item break out of cost. This is the agreed upon line-item cost to be subtracted from the Total Price based upon the Scope of Work completed. The total of all line items must not exceed the Total Bid Price

- 2. Initial inspection, preparation of checklist to document a preliminary inspection of each structure and determine deficiencies and submission of photographs.**

EA \$525.00

- 3. Complete Property Information Spreadsheet (PIS) form used in the RCMP program and submission of photographs.**

EA \$250.00

- 4. Prepare scope of work ready for bid purposes and cost estimates**

EA \$575.00

- 5. Conduct pre-bid meeting, which includes inviting contractors on City's pre-qualified list to participate in the bid process, collecting pre-bid sign in sheet at property, answering questions at pre-bid, and issuing addendum as necessary as a result of pre-bid meeting. Attend preconstruction meeting with Homeowner, Contractor and Housing Manager or his/her designee**

EA \$500.00

6. Perform a minimum of two (2) in-progress inspections. Submit in-progress inspection report and photos. Review and approve/disapprove all change orders from contractors. Assist with homeowner and contractor conflict resolution regarding repairs. Conduct Final Inspection to include the review and approval of construction work required for contractor payment. Submit punch list for contractor's review. Conduct follow-up inspections for properties that do not pass initial final inspection. Submit final inspection report and photos. Report and photos must correspond with initial inspection report and photos.

EA \$600.00

7. ADDITIONAL FEE (Section 5.22)

Perform inspections, submit photos and written report of findings on previously completed projects outside of the current fiscal year that may or may not be under warranty.

EA \$350.00

Remainder of Page Intentionally Blank



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/20

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

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

PRODUCER Freeway Insurance Florida #29 7377 Spring Hill Drive Spring Hill, FL 34606 Phone (352) 688-0109 Fax (352) 688-6050		CONTACT NAME: KAYE T. HERMANN PHONE (A/C, No, Ext): (352) 688-0109 FAX (A/C, No): (352) 688-6050 E-MAIL ADDRESS: khermann@freewayinsurancefl.com	
INSURED WILLIAM L. RUFFIN TSC ASSOCIATES, INC. P.O. BOX 120487 FORT LAUDERDALE, FL 33312		INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E: SCOTTSDALE INSURANCE CO. INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	RBS0070381	09/06/2020	09/06/2021	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00						
	MED EXP (Any one person) \$ 5,000.00						
	PERSONAL & ADV INJURY \$ 1,000,000.00						
							GENERAL AGGREGATE \$ 2,000,000.00
							PRODUCTS - COMP/OP AGG \$ 2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
E	PROFESSIONAL LIABILITY	N		RBS0070381	09/06/2020	09/06/2021	1,000,000/1,000,000

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

APPRAISALS & INSPECTIONS:
WILLIAM LA'MAR RUFFIN
LICENSE #CGC061653

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH REGARDS TO GENRAL LIABILITY.

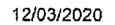
CERTIFICATE HOLDER

CANCELLATION

CITY OF TAMARAC
PURCHASING & CONTRACTS DIVISION
7525 NW 88th AVE.
TAMARAC, FL 33321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

PRODUCER		CONTACT NAME: Scott Black	
Scott Black, Agent		PHONE (A/C, No, Ext): (352) 567-2260	
Most & Black Agency		FAX (A/C, No):	
14022 5th Street		E-MAIL ADDRESS: scott@moslins.com	
Dade City FL 33525		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A : Owners	
Tsc Associates Inc		INSURER B :	
1171 Nw 27Th Ave		INSURER C :	
FORT LAUDERDALE FL 33311-5712		INSURER D :	
COVERAGES		INSURER E :	
CERTIFICATE NUMBER: C122222222		INSURER F :	

REVISION NUMBER:

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

DECLARATION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE		ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
			INSD	WVD							
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:										
									EACH OCCURRENCE	\$	
									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
									MED EXP (Any one person)	\$	
									PERSONAL & ADV INJURY	\$	
									GENERAL AGGREGATE	\$	
									PRODUCTS - COMP/OP AGG	\$	
										\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y		5208229400	12/05/2020	12/05/2021		COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
									BODILY INJURY (Per person)	\$	
									BODILY INJURY (Per accident)	\$	
									PROPERTY DAMAGE (Per accident)	\$	
									Employee Discount	\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE	\$	
									AGGREGATE	\$	
										\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>		
									E.L. EACH ACCIDENT	\$	
									E.L. DISEASE - EA EMPLOYEE	\$	
									E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / MEMBERS											

DATE	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
01/01/2011	01/01/2011

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date
3/1/2021

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

NAIC #

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence \$ Aggregate \$																
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 40%;">WC Statutory Limits</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td>\$1,000,000</td> </tr> </table>	X	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
X	WC Statutory Limits	OTH-ER																				
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			
Other		Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616																				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 84-65-201
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":
TSC Associates, Inc.
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com
Project Name:
 ISSUE 02-04-21 (PH). REISSUE 03-01-21 (PH)

CERTIFICATE HOLDER

CITY OF TAMARAC
PURCHASING AND CONTRACT DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Begin Date: 5/10/2020

[Signature]



Title - TR13671 - Accepting an Assistance to Fire Fighters (AFG) Grant Award from the US Department of Homeland Security

A Resolution of the City Commission of the City of Tamarac, Florida accepting an assistance to Fire Fighters (AFG) Grant Award from the US Department of Homeland Security (DHS) via the Federal Emergency Management Agency (FEMA) for the purchase of fire rescue equipment and training in the amount of \$74,545; authorizing the City Manager and appropriate City Officials to execute an Agreement and necessary documents pending legal review between DHS, FEMA and the City of Tamarac for grant funding in the amount of \$74,545; providing for up to a ten percent match of \$7,455 in local funds; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13671 - Reso - Accepting an Assistance to Fire Fighters (AFG) Grant Award	9/8/2021	Resolution
TR13671 - Memo - Accepting an Assistance to Fire Fighters (AFG) Grant Award from the US Department of Homeland Security	9/8/2021	Cover Memo
TR13671 - Exhibit A - AFG Grant Award letter	9/8/2021	Exhibit

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING AN ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM THE US DEPARTMENT OF HOMELAND SECURITY (DHS) THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN THE AMOUNT OF \$74,545.⁴⁵; AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE AN ASSISTANCE TO FIREFIGHTER GRANT AGREEMENT AND NECESSARY DOCUMENTS PENDING LEGAL REVIEW BETWEEN FEMA AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$74,545.⁴⁵ FOR THE PURCHASE OF FIRE RESCUE EQUIPMENT AND RELATED TRAINING AND PROVIDE FOR A 10% MATCH UP TO \$7,454.⁵⁵ IN LOCAL FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac wishes to provide high quality fire rescue services to residents, businesses and visitors to Tamarac; and

WHEREAS, the U.S. Department of Homeland Security (DHS), through the Federal Emergency Management Agency (FEMA), provides grants to local governments for fire rescue equipment through the Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, the City of Tamarac was awarded an AFG grant for fire rescue equipment and related training in the amount of \$74,545.⁴⁵; and

WHEREAS, the AFG grant program requires and the City is willing to provide a 10% match of up to \$7,454.⁵⁵ in local funds; and

WHEREAS, the Director of Financial Services and Fire Chief recommend acceptance of these grant funds and execution of a grant agreement between FEMA and the City of Tamarac for fire rescue equipment and related training in the amount of \$74,545.⁴⁵ pending legal review which is attached HERETO as Exhibit A and is incorporated HEREIN by this reference; 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 AFG grant funding and to execute an AFG grant agreement in the amount of \$74,545.⁴⁵ and provide a 10% match up to \$7,454.⁵⁵ in local funds for the purchase of fire rescue equipment and related training; and

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 of the City of Tamarac HEREBY accepts the \$74,545.⁴⁵ Assistance to Firefighters (AFG) grant award from the US Department of Homeland Security (DHS) through the Federal Emergency Management Agency (FEMA) for the purchase of fire rescue equipment and related training.

SECTION 3: The Tamarac City Manager and appropriate City Officials are HEREBY authorized to execute an AFG grant agreement and necessary documents pending legal review between FEMA and the City of Tamarac for grant funding in the amount of

\$74,545.⁴⁵ and provide a 10% match up to \$7,454.⁵⁵ in local funds for fire rescue equipment and related training.

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

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

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 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
Interoffice Memorandum
Financial Services Department

To: Kathleen Gunn, Acting City Manager
Through: Christine Cajuste, Director of Financial Services
From: Michael Gresek, Grants Administrator 
Date: September 7, 2021
Re: TR#13671: Accepting and Authorizing the Execution of an Assistance to Firefighters (AFG) grant Agreement

Recommendation:

The Director of Financial Services recommends the above referenced item be placed on the agenda for the September 22nd, 2021 City Commission Meeting.

Issue:

The City of Tamarac was selected for a \$74,545.⁴⁵ Assistance to Firefighters (AFG) grant award through the US Department of Homeland Security (DHS) through the Federal Emergency Management Agency (AFG) for the purchase of fire rescue equipment and related training. The attached Resolution provides for acceptance of the award and execution of the grant agreement.

Background:

The AFG grant program provides funding to local fire departments to enhance their ability to protect the health and safety of the public and first responders who serve them. Approximately \$319.5 million is anticipated to be awarded nation-wide through the program this cycle.

The City applied for and was awarded an AFG grant to provide for fire rescue equipment and related training, specifically toward the following items:

- Hydraulic stretcher utilized on first responder vehicles
- Vehicle extrication device cutter/spreader, i.e. "Jaws of Life"
- CPR device/pre-hospital ventilator to assist cardiac arrest patients on route to hospital

The attached Resolution accepts this AFG award and authorizes the execution of the agreement, which is necessary to apply for reimbursement of these grant funds. The agreement is attached to the Resolution as Exhibit A along with the notice of award letter.

Fiscal Impact:

The City applied for \$78,363.⁶⁴ in federal dollars toward the purchase of the above referenced fire rescue equipment and was awarded a slightly reduced amount of \$74,545.⁴⁵. Since FEMA requires a 10% match to each federal dollar awarded, the award detail is as follows:

EQUIPMENT	REQUEST	AWARD
Hydraulic Stretcher	20,000	16,000
Extrication Device	45,000	45,000
CPR Device	16,200	16,000
Equipment Training	5,000	5,000
Totals	\$ 86,200	\$ 82,000
Federal Share	78,363.64	74,545.45
Matching Funds	7,836.36	7,454.55

This is a reimbursement grant and funds will be received after the City has received the equipment and paid the invoices.

The 10% match will be provided from the Fire Rescue fund 120-4520-522-6401

The grant period of performance is from 8/12/2021 to 8/11/2023.

C: Percy Sales, Keith Glatz, Jeff Streder

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/05/2021



Michael Gresek
TAMARAC, CITY OF
7525 NW 88TH AVENUE
TAMARAC, FL 33321

EMW-2020-FG-18719

Dear Michael Gresek,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$74,545.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$7,454.55 for a total approved budget of \$82,000.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: TAMARAC, CITY OF

DUNS number: 077270940

Award number: EMW-2020-FG-18719

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$77,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$5,000.00
Indirect charges	\$0.00
Federal	\$74,545.45
Non-federal	\$7,454.55
Total	\$82,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Equipment

Power Lift Cot

DESCRIPTION

Hydraulic Stretcher Unit WITHOUT power loader but with XPS Wings to accommodate all body types/sizes

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$16,000.00	\$16,000.00	Equipment

CHANGE FROM APPLICATION

Price from **\$20,000.00** to **\$16,000.00**

JUSTIFICATION

This reduction is because the cost you requested for Power Lift Cot exceeds the average price range calculated from market research and prior awards for the same item.

Vehicle Extrication Equipment

DESCRIPTION

Extrication Device Cutter/Spreader with Tele Ram, battery, charging chord and extension pipe

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$45,000.00	\$45,000.00	Equipment

Specialized Equipment (Other)

DESCRIPTION

CPR Device, i.e. Pre-Hospital Ventilator -- O-TWO Care vent ALS. This new device may be auto-programmed to update and be in compliance as the AHA changes their guidelines.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$16,000.00	\$16,000.00	Equipment

CHANGE FROM APPLICATION

Price from **\$16,200.00** to **\$16,000.00**

JUSTIFICATION

This reduction is because the cost you requested for Specialize Equipment exceeds the average price range calculated from market research and prior awards for the same item.

Additional funding

DESCRIPTION

Crew training on requested equipment

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$5,000.00	\$5,000.00	Other

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: TAMARAC, CITY OF

DUNS number: 077270940

Award number: EMW-2020-FG-18719

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
Article 40	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process.

This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FG-18719	2. Amendment No. N/A	3. Recipient No. 591039552	4. Type of Action AWARD	5. Control No. WX00641N2021T
6. Recipient Name and Address TAMARAC, CITY OF 7525 NW 88TH AVE FORT LAUDERDALE, FL 33321	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742	
9. Name of Recipient Project Officer Michael Gresek	9a. Phone No. 954-5973562	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program		10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 08/05/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/12/2021 to 08/11/2023 Budget Period 08/12/2021 to 08/11/2023	

15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$74,545.45	\$74,545.45	\$7,454.55
Totals			\$0.00	\$74,545.45	\$74,545.45	\$7,454.55
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
Michael Gresek					08/16/2021	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE	
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate					08/05/2021	



Title - TR13676 - BSO Special Detail for Parks & Recreation Department

A Resolution of The City Commission of The City Of Tamarac, Florida, approving a Broward Sheriff's Office Permit Application for Special Details and Authorizing the appropriate City Officials to execute the Permit Application for Police Services to be used by the Parks And Recreation Department in an amount not to exceed \$89,200 In FY 22, October 1, 2021-September 30, 2022; approving funding from the appropriate Parks And Recreation accounts; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
Temp.Reso#13676 Memo BSO special detail for P&R Dept.	9/1/2021	Cover Memo
TR13676 - BSO Reso Special Detail for Parks & Recreation Department	9/15/2021	Resolution
Temp.Reso#13676 Exhibit 1 BSO special detail for P&R Dept.	9/1/2021	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS AND RECREATION

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

DATE: August 26, 2021

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

**RE: Temp. Reso. #13676 - Police
Services to be used by the
Parks and Recreation
Department in FY 22**

Recommendation:

I recommend approval and execution of a Broward Sheriff's Office Permit Application for Special Details (exhibit 1) for police services to be used by the Parks and Recreation Department in an amount not to exceed \$89,200 in FY22, October 1, 2021-September 30, 2022.

Issue:

Special Details for police services to be used by the Parks and Recreation Department in FY22

Background:

Parks and Recreation utilizes the Broward Sheriff's Office to provide police services at various parks and recreation facilities, programs and events for the safety and security of our customers and staff. Parks and Recreation hires off-duty detail officers to provide the special details and has budgeted \$89,200 to cover those services in FY22. The Special Detail Office at the Broward Sheriff's Office has indicated that they are currently working on potential rate increases; however, no decisions have been made with respect to rate or date of any changes. We are using the same permit application form and rate as last year.

Broward Sheriff's Office detail will be utilized Monday-Fridays from 6-10 p.m., Saturdays from 2-10 p.m. and Sundays from 12-4 p.m. In addition, Broward Sheriff's Office detail will continue to be utilized for a variety of special events. The Broward Sheriff's Office provides detail services in-kind for our Veterans Day, Memorial Day, and Turkey Trot events. The Broward Sheriff's Office is a sole-source provider of the police services needed as they are the only organized police force in the City of Tamarac.

Fiscal Impact:

The hiring of Broward Sheriff's Office Special Details to maintain safe parks and recreation facilities is an on-going program. Temp. Reso. #13497 authorizes the City Commission to approve and the appropriate City officials to execute a Broward Sheriff's Office Permit for Special Details for FY22.

Temp. Reso. #13676 - Memo
August 26, 2021
Page 2

Funding for this item will be through budgeted Parks and Recreation Department funds for said purpose. The expense for the BSO Special Details will be charged to account number 001-7010-572-3407, Other Contractual Services – Police Protection (\$79,200), account number 001-7010-572-5700, Events (\$4,000), account number 001-7010-572-5701 – July 4th Celebration (\$1,000), account number 001-7010-572-5702 – Multicultural Festival (\$2,000) and account number 001-7010-572-5705 – Tamarac Village Events (\$3,000).

A handwritten signature in black ink, reading "Gregory Warner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gregory Warner

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A BROWARD SHERIFF'S OFFICE PERMIT APPLICATION FOR SPECIAL DETAILS AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PERMIT APPLICATION FOR POLICE SERVICES TO BE USED BY THE PARKS AND RECREATION DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$89,200 IN FY 22, OCTOBER 1, 2021-SEPTEMBER 30, 2022; APPROVING FUNDING FROM THE APPROPRIATE PARKS AND RECREATION ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2020, the City Commission of the City of Tamarac, Florida, approved an Agreement for Police Services between the City of Tamarac and the Broward Sheriff's Office for a five year period with the option for one five year renewal effective October 1, 2020, through September 30, 2025 approved by Resolution R-2020-093; and

WHEREAS, Section 36 c. of the Agreement, Special Details Services, provides that the Broward Sheriff's Office is authorized to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours; and

WHEREAS, per paragraph 8 of the Terms and Conditions of the Permit Application (Exhibit 1) for Special Details, attached hereto as Exhibit "1", the minimum charge for each deputy sheriff on any Special Detail will be for three (3) hours of service, at the usual detail charge of \$43.00 (rate effective February 6, 2016); specialized or motorized detail equipment will incur additional charges as noted in paragraph 8 of the Terms and Conditions of the Permit Application for Special Details; and

WHEREAS, in an effort to maintain safety in our parks and recreation facilities, programs, and events, certain police services are required by the Parks and Recreation Department; and

WHEREAS, the Broward Sheriff's Office has been providing such needed services to Parks and Recreation as required; and

WHEREAS, funds exist in the appropriate Parks and Recreation accounts entitled "Other Contractual Services - Police Protection", "Events" and "July 4th Celebration", Multicultural Festival and Tamarac Village events; and

WHEREAS, the Parks and Recreation Director and the Purchasing and Contracts Manager recommend approval and execution of a Broward Sheriff's Office Permit Application for Special Details, to be used by the Parks and Recreation Department for police services for City of Tamarac parks and recreation facilities in an amount not to exceed \$89,200 in FY 22; 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 approve and execute a Broward Sheriff's Office Permit Application for Special Details to be used by the Parks and Recreation Department for police services for City of Tamarac parks and recreation facilities in an amount not to exceed \$89,200 in FY 22.

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

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

SECTION 2: The City Commission hereby approves the Parks and Recreation Department at the City of Tamarac to use the special detail police services of BSO to maintain the safety within our parks and recreation facilities, programs and events in an amount not to exceed \$89,200 in Fiscal Year 2022. The appropriate City officials are further authorized to execute the necessary special detail permit applications as may be necessary.

SECTION 3: Funding for this service will be from the appropriate Parks and Recreation accounts entitled "Other Contractual Services – Police Protection", "Events", and "July 4th Celebration", Multicultural Festival, and Tamarac Village events.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 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



Broward Sheriff's Office
 Special Details
 2601 West Broward Boulevard
 Ft. Lauderdale, FL 33312
 Phone No. (954) 831-8199
 Fax No. (954) 797-0926

PERMIT NO. _____

PERMIT APPLICATION FOR SPECIAL DETAILS
ALL INFORMATION MUST BE TYPED OR PRINTED

Full Legal Name of Permittee: City of Tamarac, Florida

Check One: ☒ Corporation, State of _____
 _____ Partnership, State of _____
 _____ Fictitious name registered to _____

Attach copy of Driver's License of individual, partner or corporate officer

Federal Employer Identification Number (corporation, partnership, fictitious name) or Social Security Number (of individual): _____

Mailing Address of Permittee: City of Tamarac
7525 N.W. 88 Ave., Tamarac, FL 33321
 Telephone No. (954) 597-3620
 Facsimile No. (954) 597-3650
 E-Mail Address linda.probert@tamarac.org

Permittee will promptly notify BSO's Special Details Unit of any change to the above information.

Address Where Special Details will be performed: Various City parks located in the City of Tamarac
 Permanent (under \$2000 month) _____ (Com. Ctr., Sports Complex, Tamarac Park,
 Permanent (over \$2000 month) _____ Caporella Park, Sunset Pt., Mainlands, etc.
 Point of Service _____ Telephone No. (954) 954-597-3620
 Entertainment _____
 Pre-Paid _____

Period of Employment: October 1, 2021 September 30, 2022
 Beginning Date Ending Date

Hours to be Worked: Varies as needed _____
 From To

Number of Deputies Requested: _____

Type of Service Requested (i.e., security, traffic etc.): Traffic, security

Special or Motorized Detail Equipment Requested. Yes _____ No _____

If yes, check one: Motorcycle_____ Boat_____

TERMS AND CONDITIONS

SCOPE OF SERVICES

1. The Broward Sheriff's Office ("BSO") may contract for the employment of BSO deputies during their off-duty hours, for public or private security services (Special Details). BSO does not provide bodyguard services. No permit will be approved involving civil matters unless there is a signed court order stating a deputy needs to accompany an individual and it is outside the routine services offered through BSO civil enforcement division.
2. BSO is **NOT** obligated to provide Special Details. BSO reserves the right to refuse to issue permits to any individual, fictitious name, partnership or corporation for any reason. Although every reasonable effort will be made to fill your detail, there is no guarantee it will be filled. Please call prior to the detail date to confirm coverage.
3. Permittee may establish general rules regarding the duties to be performed by the deputy sheriff providing Special Details; however, the Permittee has no authority over the deputy sheriff. Permittee understands and agrees that while a deputy sheriff is performing Special Details, the deputy sheriff may be required to report to duty. Some instances where the deputy sheriff may be required to report to duty include responding to 9-1-1 calls and responding to hurricanes or natural disasters. In this event, the Special Detail Service will be cancelled for the duration of the emergency, and Permittee will only be charged for the actual number of hours worked plus any charges for specialized or motorized detail equipment. Permittee understands and agrees that BSO may or may not be able to provide Permittee with notice if the deputy sheriff is required to report to duty.
4. Permittee agrees to contact the Special Details Office in the event issues arise with respect to the deputy sheriff's performance of duties under this Permit. The Special Details Office is open 8:00 a.m. to 4:30 p.m. Monday through Friday. The telephone number is (954) 831-8199. The Special Details Office is closed on weekends and holidays. In an emergency situation, **Permittee may call the Supervisor of Special Details at: Cell number (954) 635-7989.**
5. BSO will attempt to accommodate requests for specialized or motorized detail equipment; however, Permittee understands and agrees that BSO may not be able to fulfill this request. In the event BSO does not fulfill a request for specialized or motorized detail equipment, BSO agrees not to assess the specialized or motorized detail equipment fee against Permittee.
6. Permit application cannot be changed or amended in any way, by Permittee, without express written consent of BSO. Permittee shall not assign or transfer this Permit, or the BSO provided services rendered under it, without express written consent of BSO.

CANCELLATION

7. In Order to cancel a Special Detail, Permittee must contact the Special Details Office during normal working hours and provide at least three (3) hours notice of the cancellation. The Special Details Office will attempt to contact the deputy sheriff to advise of the cancellation; however, if the Special Details

Office can not contact the deputy sheriff and the deputy sheriff appears at the Special Detail or if less than three (3) hours notice during normal working hours was provided, then Permittee agrees to pay BSO for the three (3) hour minimum and any motorized vehicle charge. Notwithstanding the foregoing, Permittee may cancel a detail in an unforeseen emergency situation and if Permittee exercise this option and BSO is obligated to pay any minimum charges or costs to the deputy who appears at the regularly scheduled time and date of the detail period, then Permittee shall reimburse BSO for those expenses.

COMPENSATION

8. The minimum charge for each Deputy Sheriff on any Special Detail will be for three (3) hours of service at the detail rate of \$43.00 per hour. The minimum charge for each Community Service Aide will be three (3) hours of service at the detail rate of \$25.00 per hour. If there are more than four (4) deputies, a Sergeant will be required at the rate of \$46.00 per hour. In the event three (3) or more Sergeants are working, a Lieutenant will be required at the rate of \$49.00 per hour.
 9. Any establishment licensed to serve and or sell alcohol will be assessed an annual permit fee of \$100.00 to be paid on or before the commencement of each calendar year. If a detail for an alcohol establishment commences within the calendar year, the annual permit fee of \$100 will be assessed in total without proration. The minimum charges as set forth in paragraph eight (8) above shall apply to alcohol establishments, except that the hourly rates set forth in paragraph 8 shall increase to \$52.00 per hour for Deputy Sheriffs, \$55.00 for Sergeants and \$58.00 for Lieutenants.
 10. The number of deputies required for each venue will be determined by mutually agreement between the parties and if the parties cannot come to an agreement prior to the event, BSO may elect not to render services under this agreement at that certain event or venue. When determining the number of deputies required for each venue, the parties shall reasonably consider the events nature, the attendees numbers and character, the security risks applicable to that particular venue, the venues location, the time period for the event, any instances of past security incidents at a like venue, any other such reasonable factors.
 11. Any compensation over and above the established quoted written rate is prohibited. Specialized or motorized detail units or equipment will incur additional charges:
 - marked vehicle--will incur a \$10.00 fee per deputy for each detail service where a BSO marked unit is utilized to fulfill the request of the permittee; to include all traffic escort services.
 - boat--\$12.00 per hour for fuel;
- BSO makes no guarantees that specialized or motorized detail equipment will be available. Although every effort will be made to fill your detail, there is no guarantee it will be filled. Please call prior to the detail date to confirm coverage.
12. A premium rate of \$10.00 per hour per deputy sheriff and or community service aide will be applied to the usual detail rate for Special Details on the following holidays: Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day; Thanksgiving Day; Day after Thanksgiving Day, Christmas Eve; Christmas Day; New Year's Eve; New Year's Day.
 13. All payments are due to Broward Sheriff's Office, P.O. Box 9507, Ft. Lauderdale, FL 33310 and in U.S. currency. A fee per Florida State Statute will be charged for any checks returned insufficient funds. Payment types and frequency are dependent on the category of the permit which are as follows:
 - a. Permanent Details (under \$2,000.00 monthly) – Billed monthly, to pay monthly.

- b. Permanent Details (over \$2,000.00 monthly) – Billed Bi-weekly, to pay bi-monthly.
- c. Point of Service/One Time Details - Payment in advance or given to the deputy on the day of service, before the service commences.
- d. Entertainment Details – Payment is required prior to the event.
- e. Weekend Call Out Details – In Emergency situations payment may be made at the time of service, at the discretion of the Sheriff's Office.

*Bi-Monthly is defined as the 1st and 15th of each month.

14. Permittee will be responsible for the payment of all fees associated with Permittee's detail request. It will be the permittee's responsibility to ensure that the billed amount on the provided voucher is correct.

SPECIAL EVENTS

15. Any event that is expected to require more than 10 deputies and/or has an expected guest / participant count of 75 or more people shall require a special review and written approval by the BSO Administrative Point of Contact and the Special Detail Manager.
- a. Any Special Detail that is reviewed and classified as a Special Event will be charged an Administrative fee of \$40 per/hr. not to exceed more than four (4) hours. The Permittee will be responsible for communicating with BSO to ensure all requirements and permitting is satisfied prior to final approval.
 - b. Community Service Aides can be authorized to work non-security, traffic related details at the CSA rate of \$25.00 per/hr.
 - c. The Permittee will be required to provide proof of Special Event Permitting from all affected jurisdictions (cities), parks, and private venues before final approval will be granted.

TERMINATION

16. If the Permittee is requesting BSO Special Detail Services on an ongoing basis beyond one event, then This Permit will be a month to month agreement, which shall automatically renew monthly until such time as either party terminates it or on an annual basis. Permittee agrees to complete a new Permit Application annually to continue the Special Detail Services, if requested by BSO. Either party may terminate this permit by providing the other party with written notice. However, all unpaid fees and charges for services already performed by BSO shall still be due and payable to the Permittee after said termination. Under no circumstances is BSO obligated to render services under this agreement if the Permittee has failed to timely pay for past rendered services.

INDEMNIFICATION

17. BSO is a state agency as defined in section 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law while they are employed by BSO. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.
18. City of Tamarac is a municipal agency as defined in section 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law while they are employed by City. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.
19. BSO and the City of Tamarac shall be separately liable and responsible for the actions of their respective officers, agents and employees in performance of their respective obligations under the Agreement unless otherwise dictated by Florida Statute 30.2905 (2)(a).

AMENDMENTS

20. The parties may amend the terms and conditions herein, upon mutual consent in writing signed by both parties.

EMPLOYER STATUS

The personnel provided by BSO to the City of Tamarac under this agreement are considered BSO employees and to the extent allowable under Florida Statute 30.295(2)(a) the City of Tamarac shall not be responsible for any employee benefits

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE TERMS AND CONDITIONS. I AM AUTHORIZED TO SIGN ON BEHALF OF THE ENTITY LISTED BELOW.

Legal name of entity: City of Tamarac, Florida

By (signature): _____

Print Name and title of person signing: Kathleen Gunn, Interim City Manager

Date Signed: _____

TO BE COMPLETED BY SPECIAL DETAILS OFFICE

After reviewing this request, it is recommended that this permit Application be:

Approved: Special Detail Manager

Date

Disapproved

Date

SPECIAL EVENT

Administrative Point of Contact-Supervisor

Date



Title - TR13678 - FDOT Beautification Grant

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the City Interim Manager to apply for and accept a Beautification Grant through the Florida Department of Transportation (FDOT) for proposed landscaping improvements on University Boulevard from Southgate Boulevard to NW 78th Street in an amount not to exceed \$100,000.00, providing for at least a one-to-one match in local funds not exceed \$254,938.00 in the event of approval of the application; providing for acceptance of award, execution of documents, and acceptance of a Joint Participation Agreement (JPA) and Maintenance Memorandum of Agreement (MMOA) with FDOT upon approval of the application, pending legal review; authorizing an appropriation for the receipt and expenditure for this grant, if awarded, to be included in a future Budget Amendment pursuant to F.S. 166.241(2); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13678 MEMO	9/16/2021	Cover Memo
TR 13678 RESOLUTION	9/15/2021	Resolution

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Kathleen Gunn, Interim City Manager

Thru: Jack Strain, Public Services Director 

From: Troy Gies, Budget and Contracts Manager

Date: September 15, 2021

Re: Temp. Reso. #13678 – Authorizing the Interim City Manager to Apply for and Accept an FDOT Beautification Grant, and to Execute a Beautification Grant, Landscape, Construction, and Maintenance Agreement – City Commission Meeting of September 22, 2021.

Recommendation:

I recommend that the City Commission approve a Resolution authorizing the Interim City Manager to apply for and accept an FDOT Beautification Grant for University Boulevard from Southgate Boulevard to NW 78th Street, and, if awarded, further authorizing the Interim City Manager to execute a Beautification Grant, Landscape, Construction, and Maintenance Agreement.

Issue:

The Florida Department of Transportation (FDOT) provides funds to municipalities for landscape projects on state owned Rights-of-Way. For projects located within Broward County, FDOT administers these funds through the Highway Beautification Grant Program.

Background:

FDOT and the City of Tamarac have expressed interest in completing certain landscaping improvements to various FDOT Rights-of-Way to beautify and improve major corridors within the City of Tamarac.

FDOT provides grant funding for such projects through a Highway Beautification Grant Program. The proposed Resolution, seeks to authorize the Interim City Manager to apply for, accept, and, if awarded, to enter into a Beautification Grant, Landscape, Construction, and Maintenance Agreement, which is required by FDOT to receive the grant funding.

The authorization to apply for, accept, and enter into an Agreement with FDOT would allow the City to begin the procurement process and expedite the beautification projects.

The proposed landscaping project on University Boulevard helps to further the implementation of the adopted 2020 Go Forward Roadway Landscape Master Plan. FDOT Grant, if awarded would help leverage local funds to reduce the net cost of the project to the City.

Fiscal Impact:

The FDOT Beautification Grant Program of up to \$100,000.00 does not require a match, but award success is increased with a local match. The estimated total cost of the proposed landscaping improvements is \$354,938.00. If awarded, the FDOT Grant would not exceed

\$100,000.00 and the City's match in local funds would not exceed \$254,938.00. The City is responsible for the initial outlay of funds for the total project cost. If awarded the grant, and upon successful completion of the project, the grant-funded portion of the program would be reimbursed via the FDOT Beautification Grant.

An appropriation for the receipt and expenditure of this grant, if awarded, will be required pursuant to F.S. 166.241(2), and will be included in a future Budget Amendment.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR PROPOSED LANDSCAPING IMPROVEMENTS ON UNIVERSITY BOULEVARD FROM SOUTHGATE BOULEVARD TO NW 78TH STREET IN AN AMOUNT NOT TO EXCEED \$100,000.00, PROVIDING FOR AT LEAST A ONE-TO-ONE MATCH IN LOCAL FUNDS NOT EXCEED \$254,938.00 IN THE EVENT OF APPROVAL OF THE APPLICATION; PROVIDING FOR ACCEPTANCE OF AWARD, EXECUTION OF DOCUMENTS, AND ACCEPTANCE OF A JOINT PARTICIPATION AGREEMENT (JPA) AND MAINTENANCE MEMORANDUM OF AGREEMENT (MMA) WITH FDOT UPON APPROVAL OF THE APPLICATION, PENDING LEGAL REVIEW; AUTHORIZING AN APPROPRIATION FOR THE RECEIPT AND EXPENDITURE FOR THIS GRANT, IF AWARDED, TO BE INCLUDED IN A FUTURE BUDGET AMENDMENT PURSUANT TO F.S. 166.241(2); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac wishes to continually revitalize our community and preserve the environment of Tamarac; and

WHEREAS, The City Commission of the City of Tamarac desires to enhance the beautification of corridors leading into and out of the City; and

WHEREAS, the Broward Highway Beautification Grant Program provides funds to municipalities within Broward County for landscape projects on state owned Rights-of-Way; and

WHEREAS, the Florida Department of Transportation (FDOT) Beautification Grant Program is designed to provide grant funds for landscaping projects to beautify and improve FDOT Rights-of-Way, and, if awarded, FDOT requires the recipient to enter into a Beautification Grant, Landscape, Construction, and Maintenance Agreement; and

WHEREAS, the City of Tamarac has identified the medians and rights-of-way along University Boulevard between Southgate Boulevard and NW 78th Avenue, a major thoroughfare into the City of Tamarac, as an area that would benefit from beautification and landscaping improvements; and

WHEREAS, the estimated total cost of said landscaping improvement project is approximately \$354,938.00; and

WHEREAS, the City agrees to provide a match in local funds in an amount not to exceed \$254,938.00, in the event of approval of the grant application; and

WHEREAS, FDOT requires the City to enter into a Joint Participation Agreement (JPA) and Maintenance Memorandum of Agreement (MMOA) between the City and FDOT in the event of approval of the grant application; and

WHEREAS, the Director of Public Services, the Director of Community Development, and the Director of Financial Services recommend the City Commission of the City of Tamarac to authorize the Interim City Manager to apply for and accept an

FDOT Beautification Grant, and, if awarded, the Interim City Manager be further authorized to execute and enter into a JPA and MMOA with FDOT; 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 authorize the Interim City Manager to apply for and accept an FDOT Beautification Grant, and, if awarded, the Interim City Manager is hereby further authorized to execute and enter into a JPA and MMOA with FDOT.

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

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

Section 2: The City Commission of the City of Tamarac does HEREBY authorize the Interim City Manager to apply for and accept an FDOT Beautification Grant for landscaping enhancements on University Boulevard between Southgate Boulevard and NW 78th Street, in an amount not to exceed \$100,000.00, providing for at least one-to-one match in local funds not to exceed \$254,938.00, in the event of approval of the FDOT Grant Application.

Section 3: Upon approval of the FDOT Grant Application, the Interim City Manager is HEREBY authorized to accept the award, execute the necessary

documents to enter into a Joint Participation Agreement (JPA) and Maintenance Memorandum of Agreement (MMOA) with FDOT following legal review and approval.

Section 4: An appropriation for the receipt and expenditure for this grant, if awarded, will be included in a future Budget Amendment pursuant to F.S. 166.214(2).

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

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

“The remainder of this page is left blank intentionally”

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 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



Title - TR13680 - Contract Award of \$100,000.00 to Artist Michael Parker for the Social Justice Wall

A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing artist Michael Parker design and the execution of an agreement between the City of Tamarac and Loadwick Parker Enterprises, LLC, attached hereto as Exhibit "A" and incorporated herein, to provide for the fabrication and installation of a social justice artwork at the Tamarac Village Park located at 9090 NW 57th Street, Tamarac; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
1 - TR13680-_Memo	9/9/2021	Cover Memo
2 - TR13680_Resolution	9/9/2021	Resolution
Exhibit - Parker Contract Tamarac 8242021	9/9/2021	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 09 002M
COMMUNITY DEVELOPMENT

TO: Kathleen Gunn,
Interim City Manager

FROM: Maxine Calloway,
Director of Community Development

DATE: September 9, 2021

**RE: TR # 13680: Approval of Agreement Between Loadwick Parker Enterprise
and the City of Tamarac for Social Justice Wall**

Recommendation:

The Director of Community Development recommends that the Mayor and City Commission approve an Agreement between Artist Michael Parker of Loadwick Parker Enterprise, LLC and the City of Tamarac for the fabrication and install of a social justice wall at Tamarac Village Park at its September 22, 2021 meeting.

Issue:

Commission approval is necessary to award a public art contract valued at \$100,000 to Artist Michael Parker for the fabrication and installation of a social justice wall at Tamarac Village Park.

Background:

The City, through its Public Art Committee has facilitated the installation of several significant Public Art pieces throughout the community. In furtherance of the City's objective in branding the City as a public art destination, the Public Art Committee identifies several locations throughout the City for public art projects that are later brought before the Commission for consideration.

In response to the Commission's interest to have social justice monument(s) or sculpture(s) in the City's public art portfolio, the public art administrators presented options to the City Commission at their Wednesday, November 10, 2020 meeting. During that meeting, staff was directed to work with the Artist to bring back a rendering to determine whether there was consensus to include a social justice wall at the Tamarac Village Park. Artist Michael Parker was retained based on his experience in developing similar concepts in other areas and specifically the city of Tampa. Artist Michael Parker developed a conceptual plan which included portraits of examples that could be placed on the wall, which was presented to the City Commission. At the September 9, 2021 City Commission meeting, the Commission gained consensus to move forward with the design and retain Artist Michael Parker to complete a community service campaign, fabricate and install the artwork at the Tamarac Village Park.

Analysis:

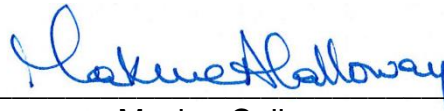
The City will enter into a contract with Loadwick Parker Enterprise, LLC ("Artist") in an amount not to exceed \$100,000 to engage the community in developing portraits, fabrication and install the proposed sculpture at the Tamarac Village Park located at 9090 NW 57th Street, Tamarac, Florida, as further outlined below:

- Contract value not to exceed \$100,000.00.
- Work to be completed within 1 year form the date that a Notice to Proceed is issued
- Work to be completed in accordance with the final Design Proposal as approved by the City.
- Artist to provide insurance and indemnify the City.
- The Agreement may be terminated by the City for convenience, upon seven (7) days written notice by the City to the Artist.

City support of this initiative is consistent with the City's Strategic Plan, Goal #4: Tamarac is Vibrant

Fiscal Impact:

The Public Art Program is funded by and through a public art fee generated from the construction value of improvements to real property in the City. As such, funds are generated on a continuous basis, and will be available in the Public Art Program to cover all costs associated with funding the Agreement.



Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 13680
 Exhibit "A" – Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING ARTIST MICHAEL PARKER DESIGN AND THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND LOADWICK PARKER ENTERPRISES, LLC, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, TO PROVIDE FOR THE FABRICATION AND INSTALLATION OF A SOCIAL JUSTICE ARTWORK AT THE TAMARAC VILLAGE PARK LOCATED AT 9090 N.W. 57TH STREET, TAMARAC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public art within the City; and

WHEREAS, the City is infusing public art into the Tamarac Village Park with the creation and installation of artistic portraits to be installed on a proposed wall at Tamarac Village; and

WHEREAS, on September 9, 2021, The City Commission gained consensus on an overall conceptual design created by Artist Michael Parker for the proposed wall at the Tamarac Village Park; and

WHEREAS, Artist Michael Parker has agreed to a contract value, not to exceed \$100,000 to engage the community, fabricate and install artistic portraits on the proposed wall at the Tamarac Village Park; and

WHEREAS, the Director of Community Development and the Public Art Committee recommend that the City Commission approve the Agreement with Loadwick Parker Enterprise, LLC and authorize the appropriate City Officials to execute same with Artist Michael Parker; 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 approve and authorize the execution of the Agreement with Loadwick Parker Enterprise, LLC, attached hereto as Exhibit "A" and incorporated herein, for a contract price of \$100,000.00;

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

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

SECTION 2: The Agreement is hereby approved, and the appropriate City officials are authorized to execute the Agreement with Loadwick Parker Enterprise, LLC for a contract price of \$100,000.00 copy of said Agreement is attached hereto as Exhibit "A".

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 , 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,
CITY ATTORNEY



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
LOADWICK PARKER ENTERPRISE, LLC**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Loadwick Parker Enterprise, LLC, a Florida Limited Liability Corporation with principal offices located at 911 Ornela St. SW, Ruskin, FL 33570 referred to herein as (Artist) to provide for an a Social Justice Public Art Wall Mural to be located at the Tamarac Village at 9090 N.W. 57th Street , Tamarac FL 33321.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, and Artists proposal titled "Memorial Wall Proposal", received by City on August 20, 2021, incorporated herein by reference; and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail followed in precedence by this Agreement, followed in order by Artist's response to Call for Artist.

2) The Work

2.1. The Artist shall perform the following Scope of Work under this Agreement as set forth below:

2.1.1 As used in this Agreement, unless the context otherwise requires: "Work" means the work of art consisting of creation and / or installation of a Social Justice Public Art Wall Mural placed at this location. The mural shall involve community engagement and research about social justice issues and prominent people involved throughout history for the fight for social justice.

2.1.2 The artwork shall be durable and require minimal ongoing maintenance. South Florida has a sub-tropical climate and is hot and humid with an intense sun and seasonal heavy rain. Problems with fading should be avoided. Artist to provide a list of materials to be used prior to commencing work on the project.

2.1.3 The Artist and/or its authorized agents and representatives shall

perform all services and furnish all supplies, material and equipment as necessary for the design and fabrication of the Work by the Artist and its transportation and delivery, and installation at the Site consistent with the final Design Proposal as approved by the Owner, including but not limited to for the required insurance coverages, supplies, materials, small tools, and equipment.

2.1.4 Meetings and Marketing: The Artist shall be responsible for the following related to meetings and marketing requirements:

2.1.4.1 Conduct one (1) public lecture at a venue to be determined in the City of Tamarac.

2.1.4.2 Be available for a minimum of three (3) meetings with the Public Art Committee or the City Commission to discuss aspects of the artwork. Such meetings may be attended in person or virtually.

2.1.4.3 Artist to provide professional photos of the sculpture for publication and marketing purposes.

2.1.5 The Artist shall determine the artistic expression, scope, design, color, material, and texture of the Work as set forth in the Design Proposal subject to review and written acceptance by the Owner on a timely basis as set forth in this Agreement. The size shall be determined by City and Artist prior of commencement of work.

2.1.6 The Artist shall at the Artist's sole expense obtain any and all required licenses, permits and approvals required with respect to the fabrication and its obligations for installation of the finished Work at the Site.

2.1.7 The City shall provide the Artist with copies of all pertinent information relating to any and all applicable state, county or city ordinances, statutes, codes, regulations, and/or requirements referenced in this Agreement on a timely basis as may be required.

2.1.8 It is understood and agreed that immediately upon execution of this Agreement, the City shall appoint in writing an individual to serve as the City's authorized representative for purposes of administering this Agreement, and that the City's authorized representative shall be the primary contact for such purposes. It is expressly agreed that the Artist also may discuss the Work or its requirements with various departments of the City but any approvals required under this Agreement must be obtained in writing from the City or its authorized representative. Email constitutes writing for such purposes.

- 2.1.9** Artist shall appoint an authorized representative for administering the Agreement on behalf of the Artist and shall be the City's primary contact for obtaining any and all necessary approvals from the Artist. All approvals required must be authorized in writing by the Artist or its authorized representative. Email constitutes writing for such purposes.

2.1.10 Address of Artwork:

The Artwork will be located at the Tamarac Village site located at 9090 NW 57th Street, Tamarac, FL 33321.

2.2 Commencement of Work & Project Schedule

- 2.2.1** Upon execution of this Agreement and issuance of a written Notice to Proceed by City, which shall be issued upon approval and acceptance of the final Design Proposal by the City, consistent with the requirements of this Agreement, and upon the Artist's receipt of the first installment payment from the City in accordance with this Agreement.

2.2.2 Project Work Schedule:

Work shall be completed within 1 year from the date that a Notice to Proceed is issued.

2.3 Fabrication

- 2.3.1** The Artist shall complete the design, fabrication, transportation and installation of the Work in conformity with the final Design Proposal as approved by the City.
- 2.3.2** Design development and modifications with drawings and/or models sufficient to secure the approval of the Public Art Committee and the City Commission.
- 2.3.3** Any material changes proposed by the Artist in the scope, design, color, size, material or texture of the Work as depicted in the Design Proposal shall be presented to the City for approval in writing prior to implementation. A change shall be deemed "material" if it alters the form, fit or function of the Work. Any such change shall be evidenced by the execution of a written amendment or change order to this Agreement signed by both parties.
- 2.3.4** Once the Work has been fabricated, the Artist shall submit a report to the City, accompanied by photographs, slides, or other acceptable documentation substantiating that the fabrication of the Work has been completed in accordance with the Design Proposal.

2.4 Installation

- 2.4.1** The Artist is responsible for the transportation, delivery, off-truck loading of the artwork at the designated site, and installation of the Work.
- 2.4.2** The Artist shall make arrangements for access to the Site for delivery (if applicable) and installation of the Work with the City or its authorized representative.
- 2.4.3** The Artist shall be responsible for all expenses, labor and equipment incurred in connection with delivery of the Work and for Site preparation and installation of the Work.
- 2.4.4** The Artist shall exercise commercially reasonable efforts to limit installation operations to the Site unless otherwise approved by the City or its authorized representative.
- 2.4.5** Artist shall utilize commercially acceptable methods to maintain and anchor the artwork and the work site during installation in a safe and secure manner, in order to protect against injury and vandalism. In the event of a predicted storm event, Artist shall take all necessary precautions to remove any loose materials at the job site within a period of twenty-four (24) hours prior to any such predicted storm event.
- 2.4.6** The Artist shall insure that the Site is clean, free of dust, construction debris, and trash during installation, and at other times when directed by the City. At all times while finish work is being accomplished, the Artist shall insure that the Site is clean, free of dust, construction debris and trash. Directly upon completion of the Work, the Artist shall remove from the Site all of their respective equipment and any waste materials not previously disposed of, leaving the Site clean and ready for the City's final inspection.
- 2.4.7** Delivery and installation of the Work shall be in conformance with all applicable federal, state, county, and municipal laws, including any applicable health, safety, and fire regulations.

2.5 Post-Installation

- 2.5.1** Except as set forth below, the risk of destruction or damage to the Work or any part thereof shall be borne by the Artist until written acceptance of the Work. Accordingly, except as set forth herein, the Artist shall at its sole cost and expense, repair and restore damage to any portion of the Work until written acceptance of the Work by the City. Notwithstanding the foregoing, after delivery of the Work to the Site and during installation and until final acceptance of the Work by the City as installed, under no circumstances shall the Artist be

responsible for the cost of repair for any damage caused by job-site contractors or subcontractors hired by the City or otherwise not under the Artist's contractual control or supervision or in the event of vandalism or natural disasters resulting in damage to the Work or at the Site.

- 2.5.2** Upon installation of the Work, the Artist shall provide and submit all information on the Work as may be requested by the City for its files, including but not limited to technical and maintenance information including any "As Built" drawings, photographs, plans, all required warranties as may be applicable, for use in maintaining and repairing the Work, information regarding copyright of the Work by the Artist, updated biographical information, and a statement regarding the Work.

2.6 Artist's Representations to the City

- 2.6.1** The Artist represents and warrants to the City that the fabrication and installation of the Work will be performed in a workmanlike manner and that the Work will be free of defects in workmanship or materials consistent with the final Design Proposal and plans approved by the City and that the Artist will, at the Artist's own expense, remedy any defects due to faulty workmanship or materials that arise within a period of three years from the Completion Date and the date the Work is finally accepted by the City or five days after the Completion Date, whichever shall first occur. Any and all such repair shall be completed by the Artist in a proper, workmanlike manner consistent with the Technical and Maintenance Record. This warranty does not apply to damage to the Work that may be caused by hurricane or high winds that result in the Work being struck by matter or materials.
- 2.6.2** Warranties provided to the Artist by the sub-contractors, if any, shall be for at least one year from the date of final acceptance by the City. All warranties related to the Work performed by sub-contractors under this Agreement are hereby incorporated by reference and are considered to define the extent and limitations of warranties extended by the Artist to the City.
- 2.6.3** The Artist represents and warrants to the City that the Work is solely the result of the artistic efforts of the Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type from any source whatsoever.
- 2.6.4** The personal skill, judgment and creativity of the Artist are essential elements of this Agreement. Therefore, although the parties recognize that the Artist may employ qualified personnel to work under the Artist's supervision, the Artist shall not assign, transfer or

subcontract the creative and artistic portions of the Work to a person other than the Artist without the prior written consent of the City's authorized representative.

- 2.6.5** The Artist represents and warrants to the City that the Work will be a unique placement and the artistic expressions included in the Work do not infringe upon any copyright. The Artist will not execute or authorize another to execute a duplicate Work consisting of a mural of the exact same design and dimensions as the Work for placement anywhere in the State of Florida. For the purposes of this warranty, if the dimensions of another artwork exceed 75% of the dimensions of the commissioned Work, the other artwork shall be deemed to be of the same dimensions as the commissioned Work. This warranty shall continue in effect for a period consisting of the life of the Artist plus 50 years and shall be binding on the Artist's heirs and assigns.
- 2.6.6** The Artist agrees that the Artist or other's acting on behalf of the Artist will not make reference to or reproduce the Work, or any portion thereof, in a way which reflects discredit on the Owner or the Work.

2.7 City's Responsibilities

- 2.7.1** Upon request by the Artist, the City shall furnish the Artist, at no cost to the Artist, the following information or services, provided however that the City does not guarantee the accuracy of information provided and assumes no liability therefore:

As applicable to the project, one (1) copy of all available data pertinent to the Work, and information relative to code requirements, policies, standards, criteria, and studies relating to the Work. However, the Artist shall be responsible for searching the records and requesting the information required.

- 2.7.2** The City shall promptly examine all materials and information submitted by the Artist to the City for approval and acceptance and shall take all actions and render all decisions promptly to avoid unreasonable delay in the progress and acceptance of the Design Proposal, and the Artist's Work. The City shall keep the Artist advised concerning the progress of the City's review of any and all materials and information submitted by the Artist to the City and of the Work. Response by the City to the Artist's written request for decisions shall be made as soon as possible but in any event within the timeframes mandated by this Agreement.
- 2.7.3** The City shall pay the Artist on a timely basis in accordance with the Local Government Prompt Payment Act, Section 218.70, *Fla. Stat*,

et. seq, and the terms and conditions of this Agreement and shall not modify, repair or use the Work or the Artist's name in any manner that reflects discredit on the Work or on the name of the Artist or on the reputation of the Artist.

2.7.4 In view of the parties' intention that the Work shall constitute the artistic expression of the Artist and that all right, title and interest in and to any and all intellectual property associated with the Work shall not make and shall not permit any third party to make, any additional, exact duplicate two or three-dimensional reproductions of the final Work, including but not limited to any sculptures, drawings, paintings, photographs or other images except with the written permission of the Artist. Notwithstanding the foregoing, the City may make and use two-dimensional reproductions of the Work with proper attribution to the Artist and the Artist for non-commercial publicity purposes to promote the Work as set forth herein.

2.8 Repair and Restoration

Except as otherwise set forth in this Agreement, maintenance of the Work after installation of the Work at the Site and the City's written acceptance of the Work shall be the responsibility of the City. The City shall maintain the Work and/or make minor or emergency repairs without the Artist's approval or consultation, provided such work is performed in accordance with recognized principles of conservation as determined by the Artist. It will be policy of the City to consult with the Artist regarding repairs and restoration which are undertaken during the Artist's lifetime when that is practicable only when such work does not comply with the maintenance guidelines provided by the Artist. To facilitate consultation, the Artist will notify the City of any change in the Artist's permanent address. If the Artist is unable or unwilling to perform any necessary repairs or restoration, the City will cause to have such work performed at the City's own expense in accordance with the Artist's specifications for maintenance and repair contained in the Technical and Mechanical Record" to be provided by Artist to City prior to final completion of the project.

2.9 Removal or Restoration

Notwithstanding any provision of law, the parties agree that removal, destruction or relocation of the Work may occur. While it is the City's intent to permanently retain and publicly display the Work it has acquired through the Public Art program, circumstances may arise that would make it prudent for the City to remove the Work from public display. The Artist hereby acknowledges that the Work when installed, will be incorporated within and made a part of the Site in such a way that removing the Work from the Site, or destruction or modification of "Site" may cause the destruction, distortion or mutilation, of the Work. The Artist hereby acknowledges that the Work,

when installed, will be the property of the City. The Artist therefore agrees that the City shall have absolute right incidental to its ownership of the Site and the Work to remove, relocate, replace, transport, transfer, sell, or store the Work, (such actions being referred to herein as "Removal"), or to destroy, (such actions being referred to herein as "Destructions"), the Work at such times as the City shall deem necessary in order to exercise its powers and responsibilities with respect to the Site. The City shall notify the Artist in writing no less than 90 days in advance of such removal. In the event of any damage whatsoever to the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist.

2.10 Public Hazard

In the event that the Owner determines that the Work presents an imminent hazard to the public, the City may authorize the removal of the Work without approval of the Artist. The Artist shall be notified within thirty (30) days of such action, and the City shall then consider options for the final disposition, repair, reinstallation, maintenance or deaccession of the Work. In the event of any damage whatsoever to the Work or deaccession of the Work, the Artist reserves the right to withdraw attribution of the Work to the Artist.

2.11 Traffic Control and Working Hours

Pricing provided by Artist under this Agreement shall include all costs relating to the maintenance of pedestrian traffic during installation including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.

3) Intellectual Property Rights and Ownership

3.1 Unless otherwise expressly agreed to in writing by the City, ownership of all art acquired through expending funds in the public art fund shall be vested in the City, which shall obtain title to each work of art. Additionally, all Engineering Drawings, photographs, shop drawings, plans, materials and specifications shall become the property of the City upon completion of the project, and shall be delivered to City prior to completion of the Agreement. Artist shall provide a waiver of rights. Title to the Work shall pass to the City upon written notice to the Artist of final acceptance of the Work after installation at the Site.

3.2 It is expressly understood and agreed that the Artist retains: (1) all right, title and interest in all intellectual property associated with the Work, including but not limited to all rights to the design of the Work, all rights to all copyrights with respect to the Work under the Copyright Act of 1976, 17 U.S.C. & 101, et seq., as amended by the Visual Artists Rights Act of 1990, and any successor act, and all moral rights; and (3) all rights expressly granted in this Agreement.

- 3.3** The Artist hereby grants the City the sole and exclusive right to display the Work, and two-dimensional reproductions of the Work, and upon the prior consent of the Artist, which consent shall not be unreasonably withheld, to loan the Work and such reproductions to others with authority to display it publicly with proper attribution to the Artist. Except for those rights retained as provided herein, the Artist agrees that the Artist shall not undertake any public display of the Work in a three dimensional form.
- 3.4** With the Artist's prior, written consent, the Artist hereby authorizes the City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Work for educational, public relations, arts promotional, non-commercial purposes. For the purposes of this Agreement, the following are among those deemed to be reproductions for non-commercial purposes: brochures and pamphlets pertaining to the City; reproduction in exhibition catalogues, books, slides, photographs and in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational nature; electronic media and television from stations operated for educational purposes. On any and all such reproductions, the City shall place a copyright notice in the form and manner required to protect the copyright in the Work under the United States copyright law, the Berne Convention and any and all copyright international conventions as may be enacted and/or amended from time to time.
- 3.5** All references to the Work and all reproductions of the Work shall credit the Work to the Artist unless the Artist makes a specific written request to not include the Artist as part of the credit.
- 3.6** The Artist agrees that all formal references to the Work and noncommercial reproductions of the Work under the Artist's control shall include the following credit line: "A Public Art Commissioned for the City of Tamarac, Florida."
- 3.7** The Artist also shall be available at such time or times as may be agreed between the City and the Artist to attend inauguration or presentation ceremonies relating to the final installation of the Work and the transfer of title to the Work to the City. The City shall use its best efforts to arrange for publicity for the completed Work in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation.
- 3.8** The Artist may, as part of this Agreement, be requested by the City with reasonable advance notice to discuss the Work with the general public and/or press/media representatives in special meetings scheduled for this purpose. Scheduling of all such requests shall take into account the Artist's schedules and commitments and may occur as agreed by the parties in writing. The Artist shall be entitled to be reimbursed by the City for travel

and expenses for such events in accordance with the City's standard travel policies and procedures. In addition, the Artist hereby consents to allow the City and/or its agents to photograph, record or videotape the Artist relating to the performance of the Artwork.

4) Contract Sum AND Funding

- 4.1** The City agrees to pay Artist a fixed sum **not to exceed One Hundred Thousand dollars and no cents (\$100,000)** for work completed under this Agreement which shall include Artwork cost consisting of design development, consultation, professional fees, labor, materials, fabrication and Installation.

5) Payments

Payment shall be paid in the following installments, expressed as percentages of the fixed price, each installment to represent full and final payment for all services and material provided to payment thereof.

- 5.1 25% (\$25,000.00)** due upon Contract Signing and Notice to Proceed as approved by the City's Administrative Agent, and upon the Artist's submission of a properly completed invoice to the City.
- 5.2 25% (\$25,000.00)** due upon 100% of completed design as approved by the City's Administrative Agent subject to the Artist's submission to the City of proof of completion of this task, and upon the Artist's submission of a properly completed invoice to the City.
- 5.3 25% (\$25,000.00)** due upon 50% of completed fabrication as approved by the City's Administrative Agent subject to the Artist's submission to the City of proof of completion of this task, and upon the Artist's submission of a properly completed invoice to the City.
- 5.4 15% (\$15,000.00)** due upon 100% of completed fabrication as approved by the City's Administrative Agent subject to the Artist's submission to the City of proof of completion of this task, and upon the Artist's submission of a properly completed invoice to the City.
- 5.5 10% (\$10,000.00)** due within 15 days of acceptance of installed work as approved by the City's Administrative Agent subject to the Artist's submission to the City of proof of completion of this task, and upon the Artist's submission of a properly completed invoice to the City.
- 5.6** The City reserves the right to review and inspect all work incorporated into the project, and shall only pay for work approved by the City. This provision shall be subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6) Independent Contractor

- 6.1** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Artist is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Artist shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Artist's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Artist, which policies of Artist shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Artist's funds provided for herein. The Artist agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Artist and the City and the City will not be liable for any obligation incurred by Artist, including but not limited to unpaid minimum wages and/or overtime premiums.
- 6.2** The Artist, its employees, subcontractors, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the parties.
- 6.3** Neither the Artist nor any of its employees, subcontractors, volunteers or agents shall receive or be entitled to any benefits afforded to CITY employees.
- 6.4** The Artist acknowledges that they: i) maintain a separate business with their own work facility, truck, equipment, materials, or similar accommodations; ii) hold or have applied for a federal employer identification number, unless they are a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations; iii) perform work or are available to perform work for any entity in addition to or besides the CITY at their own election without the necessity of completing an employment application or process; receive compensation for work or services rendered on a competitive bid basis or completion of a task or a set of tasks as defined by this contractual agreement.

7) Insurance and Indemnification

7.1 Artist's & Installation Firm's Insurance

Prior to commencement of any work pursuant to this Agreement, both the Artist and any Installation firm subcontracted by the Artist shall obtain at Artist's / Sub-contractor's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Artist shall maintain such insurance in full force and effect during the life of this Agreement. Artist shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Artist shall indemnify and save the City harmless from any damage or injury resulting from the failure of either Artist or any subcontractor to obtain or maintain such insurance.

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

Line of Business/ Coverage	<u>Limits</u>
Commercial General Liability	Occurrence & Aggregate \$1,000,000
Including:	
Premises/Operations	
Contractual Liability	
Personal Injury	
Explosion, Collapse, Underground Hazard	
Products/Completed Operations	
Broad Form Property Damage	
Cross Liability and Severability of Interest Clause	
Automobile Liability	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory

If the Artist has no employees as defined by Florida Statutes and Regulations, the Artist will be required to submit a signed letter so stating, to the City. In addition, Artist shall be responsible for providing a copy of Artist's *Certificate of Election to be Exempt from Florida's Workers' Compensation Law* from the State of Florida Division of Workers' Compensation.

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Artist nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Artist will ensure that all subcontractors will comply with the

above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Subcontractors shall name the Artist and City as additional insureds; and shall produce appropriate certificates of insurance to be placed on file with the City.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Artist's liability insurance policies shall be endorsed to add the City of Tamarac as an additional insured. The Installation Sub-contractor (if applicable) shall name the City of Tamarac and the Artist as Additional Insureds. The Artist's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Artist shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Artist purchase a bond to cover the full amount of the deductible or self-insured retention. If the Artist is to provide professional services under this Agreement, the Artist must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

7.2. Indemnification

- 7.2.1** The Artist shall indemnify and hold harmless the City their elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Artist or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 7.2.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.2.3** The Artist shall pay and/or defend all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

- i. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Artist under the indemnification agreement.
- ii. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8) Non-Discrimination & Equal Opportunity

The Artist is an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability. The Artist will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Artist shall agree to post in conspicuous places, available to employees and applicants for employment, appropriate legal notices as required by law.

The City is an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability. The City will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City shall agree to post in conspicuous places, available to employees and applicants

for employment, appropriate legal notices as required by law.

9) Notice

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

CITY

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

With a copy to City Attorney at the following address:

Fox Rothschild, LLP
One Biscayne Tower
2 South Biscayne Blvd.
Suite 2750
Miami, FL 33331
ATTN: John R. Herin Jr., Partner
Tel: (305) 442-6544
Fax: (305) 442-6541
jherin@foxrothschild.com

ARTIST

Loadwick Parker Enterprise LLC
911 Ornela St., SW
Ruskin, FL 33570
Attn: Michael Parker

10) Termination

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

10.2 Default by Artist: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Artist neglect or fail to perform or observe any of the terms, provisions,

conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Artist of written notice of such neglect or failure.

10.3 Termination Due to Cancellation of the Project: This Agreement may be terminated by the City if the City Commission fails to fund the cost of this Agreement pursuant to Article 16 "Agreement Subject to Funding" of this Agreement, or if the City Commission fails to approve the art project to create a Social Justice Public Art Wall Mural which this Agreement will support.

11) Public Records

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

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

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

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

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

11.2 During the term of the contract, the Artist shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall

be subject to the approval of the City's Auditor. The Artist agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

12) 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, or 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.

13) E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further

acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

14) Uncontrollable Forces

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

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

15) Agreement Subject to Funding

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

16) Venue and Jurisdiction

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. By execution of this Agreement, Artist agrees to be subject to the jurisdiction of the State of Florida for the express purpose of the resolution of any disputes arising from this Agreement. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

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

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any

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

19) Merger; Amendment

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

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21) PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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

CITY OF TAMARAC

Michelle J. Gomez
Mayor

Date:

ATTEST:

Michael C. Cernech
City Manager

Jennifer Johnson, CMC
City Clerk

Date:

Date

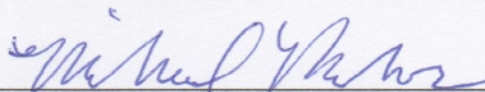
Approved as to form and legal sufficiency:

John R. Herin, Jr., City Attorney

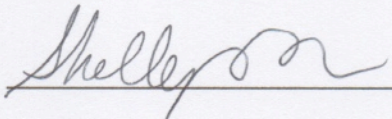
Date

ATTEST:

LOADWICK PARKER ENTERPRISE, LLC


Artist

Michael Parker, Manager
Printed Name of Artist



Shelley Davis 8/24/21

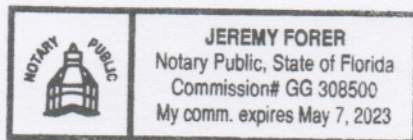
8/24/21
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Hillsborough :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Michael Parker, Manager of Loadwick Parker Enterprise, LLC, a Florida Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ^{24th} day of August, 2021.



[Signature]
Signature of Notary Public
State of Florida at Large

Jeremy Forer
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

Florida Drivers License
Type of I.D. Produced

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



Title - TR13677 - Sunset Point - Veterans Park Renovation Project

A Resolution of The City Commission of The City Of Tamarac, Florida, Awarding RFP 21-21B Sunset Point And Veterans Park Renovation Project To Home Express Corp. DBA HE Builders, Inc. and approving the execution of an agreement between The City of Tamarac and Home Express Corp. DBA HE Builders, Inc. at a cost not to exceed \$1,800,000.00 and a contingency allowance of \$270,000.00 for a total Project Budget Of \$2,070,000.00. Approving funding from the appropriate Capital Improvement Accounts; providing for conflicts; providing for severability; and providing an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13677 MEMO - Sunset Point - Veterans Park Renovation Project	9/13/2021	Cover Memo
Temp. Reso#13677 RESO Sunset Point - Veterans Park renovations	9/9/2021	Resolution
Temp. Reso#13677 EXHIBIT 1 Sunset Point - Veterans Park renovations	9/8/2021	Exhibit
TR13677 - EXHIBIT 2 Sunset Point - Veterans Park Renovation Project	9/13/2021	Exhibit

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

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

DATE: September 1, 2021

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

**RE: Temp. Reso. #13677 – Award of
IFB #21-12R – Sunset Point -
Veterans Park Renovation
Project**

Recommendation:

I recommend authorizing the appropriate City Officials to award IFB#21-21B and execute an Agreement with Home Express Corp. DBA HE Builders, Inc., for the Sunset Point and Veterans Park Renovation Project for an amount not to exceed \$1,800,000.00; and adding a contingency amount of \$ 270,000 to the project account for a total project budget of \$2,070,000.00

Issue:

Award of IFB #21-21B to, and executing an agreement with, Home Express Corp. DBA HE Builders, Inc. for the Sunset Point and Veterans Park Renovation Project

Background:

Sunset Point and Veterans Parks are used frequently by our community's children and families. The restrooms at these facilities are both more than 20 years old. Due to extensive use, weather elements and normal wear and tear at both Sunset Point and Veterans Parks, the restroom facilities have had to be repaired multiple times and have become eyesores for the community. This has necessitated the replacement of the restroom facilities. Also, the current parking lots at the two (2) parks have proven to be insufficient to accommodate the activities and events taking place. The expansion of the parking lots at Sunset Point Park and reconfiguration of the Veterans Park parking lot will serve the resident usage and the surrounding homeowners more effectively.

The City of Tamarac advertised IFB #21-21B seeking qualified firms to propose for the Sunset Point and Veterans Park Renovation Project. A total of two (8) firms responded (Exhibit 1). It was determined by the City Purchasing Division that Home Express Corp. DBA HE Builders, Inc. was the most responsive and responsible proposer and that the proposal best meets the needs of the City.

Home Express Corp. DBA HE Builders, Inc. has 18 years of experience working on construction projects in the South Florida area. Successful projects include sizable renovation work for the Port of Miami and the Continuum in South Beach Condominium. Home Express Corp. has added Kailas Contractors as a partner on this project. Kailas contractors has completed multiple projects for the City of Tamarac ranging from roadway asphalt and drainage to constructing the bikeways. In addition, Kailas has completed a number of South Florida municipal roadway and drainage projects which includes a parking lot and drainage improvement project at Miramar Regional Park. Home Express Corp. DBA HE Builders is a Hispanic/Latino Minority Business Enterprise owned firm certified by the State of Florida.

The scope of the project includes all labor, materials, equipment, engineering and obtaining all applicable permits, licenses, insurance, and supervision necessary to complete the project as specified herein. Elements include the replacement of the restroom facilities at Sunset Point and Veterans Parks, a reconfiguration of the Veterans Park parking lot and a new parking lot being constructed at Sunset Point Park and an enhancement to the Veterans Memorial Wall. The new parking lot at sunset Point Park will have 66 paved spots and Veterans park will have 55 spots. All proposed improvements shall be completed in accordance with the project bid documents, design plans, specifications / scope of work,

special conditions, special provisions and all applicable federal, state, county, and local regulatory requirements.

Temp. Reso. #13677 authorizes the award of IFB #21-21B to Home Express Corp. DBA HE Builders, Inc., at a cost not to exceed \$1,800,000.00, and authorizes the appropriate City Officials to execute an Agreement between Home Express Corp. DBA HE Builders, Inc. and the City pertaining to Sunset Point and Veterans Park Renovation Project

A contingency allowance in the amount of \$270,000.00 is added to the project account to be used only on an as needed basis and shall require prior written approval by the City for utilization. The total project budget for this project is \$2,070,000.00

Fiscal Impact:

Funding has been budgeted in projects PW18E, PW 19C and PW 20F in the City's Capital Improvement Budget.

A handwritten signature in black ink, appearing to read "Gregory Warner", with a long horizontal line extending to the right.

Gregory Warner

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED IFB 21-21B SUNSET POINT AND VETERANS PARK RENOVATION PROJECT TO HOME EXPRESS CORP. DBA HE BUILDERS, INC. AND APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND HOME EXPRESS CORP. DBA HE BUILDERS, INC. AT A COST NOT TO EXCEED \$1,800,000.00 AND A CONTINGENCY ALLOWANCE OF \$270,000.00 FOR A TOTAL PROJECT BUDGET OF \$2,070,000.00. APPROVING FUNDING FROM THE APPROPRIATE CAPITAL IMPROVEMENT ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to provide its residents and visitors a higher level of service by enhancing and improving its outdoor recreation facilities and environment; and

WHEREAS, Sunset Point Park is located at 11000 McNab Rd. in the City of Tamarac, Florida and Veterans Park is located at 7825 Southgate Blvd. in the City of Tamarac, Florida; and

WHEREAS, the City published Request for Proposals IFB# 21-21B for the Sunset Point and Veterans Park Renovation Project on August 1, 2021; and

WHEREAS, Request for Proposals IBF# 21-21B is incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City received eight (8) responses from firms including Home Express Corp. DBA HE Builders, Inc. and;

WHEREAS, a copy of the ranking sheet is attached hereto as "Exhibit 1"; and

WHEREAS, The Purchasing Division determined that the proposal response submitted by HOME EXPRESS CORP. DBA HE Builders, Inc., incorporated by reference and available in the Office of the City Clerk, was the most responsive and responsible proposer and best able to meet the needs of the City; and

WHEREAS, the City of Tamarac has negotiated an agreement (attached hereto as "Exhibit 2") with HOME EXPRESS CORP. DBA HE Builders, Inc., for their services based on their proposal at a cost not to exceed \$1,800,000.00; and

WHEREAS, a contingency allowance in the amount of \$270,000.00 is added to this project to be used only on an as needed basis. The City Manager, or his designee, shall be authorized to make changes, issue Change Orders pursuant to Section 6-147(j) of the City Code, and close the contract award including, but not limited to, making final payment and release of bonds when the work has been successfully completed within the terms and conditions of the contract and within the price; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Parks and Recreation, and the Purchasing and Contracts Manager that the contract for Sunset Point and Veterans Park Renovation project be awarded to HOME EXPRESS CORP. DBA HE Builders, Inc.; 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 award the contract for the Sunset Point and Veterans Park Renovation Project, at a cost not to exceed \$1,800,000.00 to Home Express Corp. DBA HE Builders, Inc., and a contingency in the amount of \$270,000.00, for a total budget of \$2,070,000.00.

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

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

SECTION 2: The City Commission hereby awards IFB No.21-21B to and approves an Agreement between the City of Tamarac and Home Express Corp. DBA HE Builders, Inc. , for the Sunset Point and Veterans Park Renovation Project and the appropriate City Officials are hereby authorized to execute the Agreement in the amount of \$1,800,000.00 and authorize a contingency allowance of \$270,000.00 subject to section 6-147(j) of the City Code.

SECTION 3: An expenditure of \$1,800,000.00, and a contingency in the amount of \$270,000.00 for a total project budget of \$2,070,000.00 is hereby approved.

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

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

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

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
City Clerk

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

JOHN R. HERIN, JR.
City Attorney

21-21B Sunset Point Veterans Park Renovation Project																			
				Home Express Corp		Marcdan Inc.		Emerald Construction Corp		Conengineers Builders LLC		Sagaris Corp		MBR Construction, Inc.		HG CONSTRUCTION DEVELOPMENT & INVESTMENT INC		Waypoint Contracting, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Indemnification	1	Lump Sum	10.00	10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$10.00	\$ 10.00	\$10.00	\$ 10.00	\$10.00	\$ 10.00	\$10.00	\$ 10.00
2	BID SCHEDULE - General	1	Lump Sum	\$30,527.00	\$ 30,527.00	\$75,075.00	\$ 75,075.00	\$41,761.27	\$ 41,761.27	\$122,980.00	\$ 122,980.00	\$80,000.00	\$ 80,000.00	\$57,403.00	\$ 57,403.00	\$64,000.00	\$ 64,000.00	\$54,950.00	\$ 54,950.00
3	BID SCHEDULE - Sunset Point Park	1	Lump Sum	\$904,930.00	\$ 904,930.00	\$905,241.50	\$ 905,241.50	\$984,820.31	\$ 984,820.31	\$1,047,900.58	\$ 1,047,900.58	\$1,120,500.00	\$ 1,120,500.00	\$1,094,008.00	\$ 1,094,008.00	\$1,126,856.00	\$ 1,126,856.00	\$1,096,493.00	\$ 1,096,493.00
4	BID SCHEDULE - Veterans Park	1	Lump Sum	\$854,533.00	\$ 854,533.00	\$986,521.00	\$ 986,521.00	\$1,124,141.30	\$ 1,124,141.30	\$981,242.08	\$ 981,242.08	\$1,172,630.00	\$ 1,172,630.00	\$1,258,096.00	\$ 1,258,096.00	\$1,233,593.11	\$ 1,233,593.11	\$1,305,793.00	\$ 1,305,793.00
5	BID SCHEDULE - ALTERNATES				\$ 6,000.00		\$ -		\$ 31,100.00		\$ 4,038,285.32		\$ 247,000.00		\$ 16,200.00		\$ 12,300.00		\$ 20,700.00
6																			
7																			
8																			
9																			
Subtotal:				\$ 1,790,000.00		\$ 1,966,847.50		\$ 2,150,732.88		\$ 2,152,132.66		\$ 2,373,140.00		\$ 2,409,517.00		\$ 2,424,459.11		\$ 2,457,246.00	

Rhonda Kaplan
Senior Procurement Specialist

Alternates have not been deducted from subtotals.

CONSTRUCTION AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

Home Express Corporation D/B/A HE Builders

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Home Express Corp. DBA HE Builders a Florida corporation with principal offices located at 245 Michigan Avenue Suite GL2, Miami Beach, Florida 33139 (the "Contractor") to provide for construction services to Sunset Point Veterans Park Renovation Project.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No.21-21B for "Sunset Point Veterans Park Renovation Project", issued by the City of Tamarac on July 14, 2021 including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated August 17, 2021, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 21-21B for "Sunset Point – Veterans Park Renovation Project" as issued by City, and the contractor's bid response; Bid 21-21B for "Sunset Point – Veterans Park Renovation Project" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.
 - 2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - 2.1.4 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3. INSURANCE

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:
- General Liability - \$1M/\$2M
 - Automobile – \$1M/\$1M
 - Workers Comp – Statutory

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

- 4.1** Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.
- 4.2** The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the

surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

- 4.3** Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract price, or an additional bond shall be conditioned that the Contractor correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials
- 4.4** Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or **Bonds referenced above shall be recorded in the Public records of Broward County at the Bidder's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Three Hundred and Sixty Five (365)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Three Hundred and Thirty Five (335)** calendar days from issuance of City's Notice to Proceed.
- 5.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of **One Million Eight Hundred Thousand Dollars (\$ 1,800,000.00)**.

7. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period. All necessary Release of Liens and Affidavits shall be processed

before the warranty period. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

8. REMEDIES

- 8.1** Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 8.2** Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

9. CHANGE ORDERS

- 9.1** All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively.
- 9.2** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.
- 9.3** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 9.4** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 9.5** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 9.6** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from

delays unless Contractor has given the notice and the supporting data required by this Paragraph.

- 9.7 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 9.8 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

10. LIQUIDATED DAMAGES

Project Substantial completion shall be within Three Hundred and Thirty-Five (335) calendar days from Contractor's receipt of City's Notice to Proceed. Final Completion shall be Three Hundred Sixty-Five (365) calendar days from date of City's Notice to Proceed. All time limits stated in the Contract Documents are of the essence of the Agreement. The parties acknowledge that damages arising from delay in meeting these time limits are difficult or impossible to ascertain. Therefore, the parties hereby agree that in the event that the Contractor fails to meet the time limits, as may be extended by the City in accordance with the terms of the Agreement or as otherwise provided in the Agreement, liquidated damages will be assessed against Contractor in the amount of Five Hundred Dollars (\$500.00) for each calendar day beyond the time imposed until such work is completed.

11. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of

the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

12. WAIVER OF LIENS

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

13. WARRANTY

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

14. INDEMNIFICATION

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

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

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

16. INDEPENDENT CONTRACTOR

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

17. ASSIGNMENT AND SUBCONTRACTING

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

18. NOTICE

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

CITY

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

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

Fox Rothschild LLP
 2 South Biscayne Boulevard
 One Biscayne Tower, Suite 2750
 Miami, FL 33131
 Attn: John R. Herin, Jr.

CONTRACTOR

Name: Home Express Corp. DBA HE Builders
 Address: 245 Michigan Avenue Suite GL2, Miami Beach Florida 33139
 FIN/EIN: 56-2429411
 Contract Licensee: CGC1508204
 Contact: Matias Otero
 Email: marisabel@he-builders.com
 Phone: 954-319-4058
 Fax: 305-397-0324

19. TERMINATION

- 19.1 Termination for Convenience:** This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.
- 19.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

20. AGREEMENT SUBJECT TO FUNDING

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

21. VENUE

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

22. SIGNATORY AUTHORITY

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

23. SEVERABILITY; WAIVER OF PROVISIONS

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

24. UNCONTROLLABLE CIRCUMSTANCES

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

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

25. MERGER; AMENDMENT

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

26. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

27. CONTINGENT FEES

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

28. SCRUTINIZED COMPANIES - 287.135 AND 215.473

- 28.1** By execution of this Agreement, 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, or 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.
- 28.2** 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.

29. PUBLIC RECORDS

- 29.1** The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 29.1.1** Keep and maintain public records required by the CITY in order to perform the service.
- 29.1.2** Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.
- 29.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.
- 29.1.4** Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

- 29.2** During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

30. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31. CUSTODIAN OF RECORDS

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

City of Tamarac



Purchasing and Contracts Division

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Kathleen Gunn, Interim City Manager

Jennifer Johnson, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

John R. Herin, Jr., City Attorney

Date

CONTRACTOR

ATTEST:

Home Express Corp DBA HE Builders

Company Name

Signature of Corporate Secretary

Signature of President

Corporate Secy. (Printed Name)

Matias Otero

President (Printed Name)

(CORPORATE SEAL)

September 10, 2021

Date

City of Tamarac



Purchasing and Contracts Division

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :

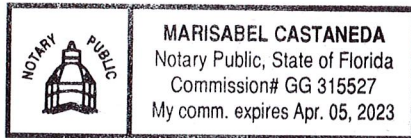
:SS

COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Matias Otero, President of Home Express Corp DBA HE Builders a Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of September 10, 2021.

Signature of Notary Public
State of Florida at Large



Marisabel Castaneda

Print, Type or Stamp
Name of Notary Public



Personally, known to me or
Produced Identification

FLDL

Type of I.D. Produced



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



Title - TR13616 - Parkside Memory Care Allocation of Bonus Sleeping Rooms

A Resolution of the City Commission of the City of Tamarac, Florida, allocating seventy-two (72) bonus sleeping rooms to allow for a special residential facility, category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms for the subject property located at 7501 NW 76 Street Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, Southern Bell-Tamarac, according to the plat thereof, as recorded in Plat Book 89, page 39, of the public records of Broward County) to provide for consistency with the land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 1-FLX-21); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care Flex and Redevelopment Memo 1-FLX-21	9/15/2021	Cover Memo
2 - Temporary Resolution No 13616	6/7/2021	Resolution
3 - Flex Unit Narrative and Justification Letter	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - Site Plan	9/15/2021	Backup Material
6 - Allocation of Bonus Sleeping Rooms Parkside Memory Care ALF Email	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-09-005M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn
Interim City Manager

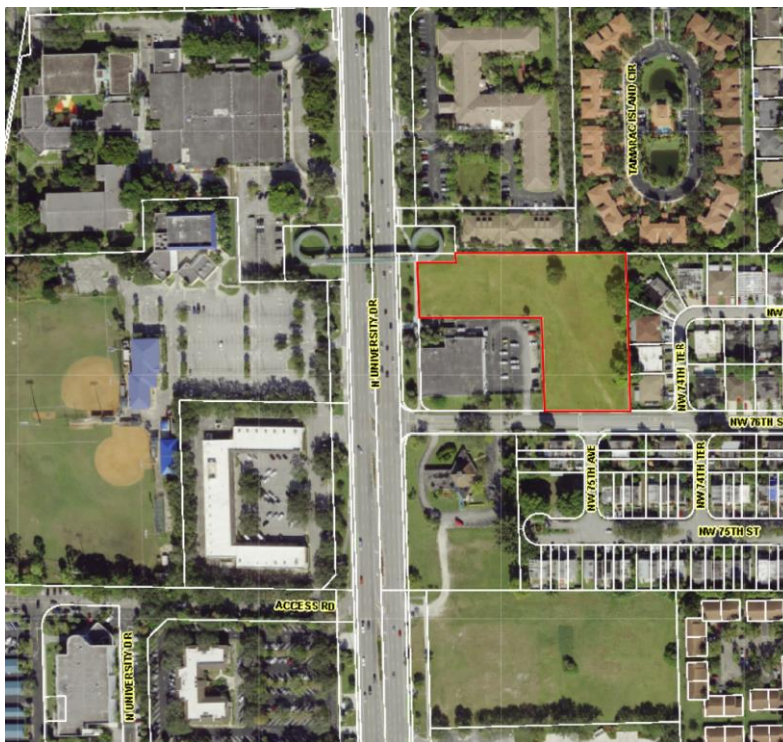
FROM: Maxine A. Calloway,
Director of Community Development

DATE: September 9, 2021

RE: Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage
TEMP RESOLUTION NO. 13616; CASE#:1-FLX-21; MF#:02-18;

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping at its September 22, 2021 meeting with a condition of approval (see attached Temporary Resolution No. 13616).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping room (see attached Flex Unit Narrative and Justification Letter).



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T

City Manager

Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage

1-FLX-21 – Temp Resolution No. 13616

September 9, 2021 – Page 2

property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North: Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East: F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: On July 11, 2018, the subject property was rezoned from B-1 (Neighborhood Business District) to Public Facilities (PF) pursuant to the City-wide rezoning and revised Land Development Code adoption by the City Commission.

On August 22, 2018, a small scale local land use plan amendment was approved by the City Commission which changed the future land use designation of the subject property from “Utilities” to “Community Facilities”. The previous future land use designation of “Utilities” allowed for utilities, ancillary uses, recreation, non-residential agriculture, and communication facilities but did not allow for special residential facilities. The “Community Facilities” future land use designation allowed for community facilities and special residential facilities such as an assisted living facility.

The small scale local land use plan amendment provided a future land use designation consistent with the zoning of the subject property to allow for the development of an assisted living facility as a Special Residential Facility, Category (3). A Special Residential Facility, Category (3), is defined by the Broward County Land Use Plan as: (a) Any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or (b) Any housing facility licensed by the State of Florida for more than eight (8) unrelated elderly individuals; or (c) Governmentally subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly of harm to themselves or others; or (d) Any not-for-profit housing facility for unrelated elderly individuals; or (e) Any housing facility which provides a life-care environment.

City Manager

Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage

1-FLX-21 – Temp Resolution No. 13616

September 9, 2021 – Page 3

The small scale local land use plan amendment only required approval from the City Commission and did not require evaluation by reviewing agencies defined in Florida Statutes 163.3184(1)(c) as the proposed amendment involved fewer than ten (10) acres, did not involve a text change to the City's Comprehensive Plan, and was not located within an area of critical state concern. Also, the proposed small scale local land use plan amendment did not require an amendment to the Broward County Land Use Plan as the subject property was designated "Community" on the Broward County Land Use Plan Map.

The City of Tamarac future land use designation of "Community Facilities" is consistent with the "Community" Broward County Land Use Plan designation which permits Special Residential Facilities.

ANALYSIS: The applicant is requesting the allocation of seventy-two (72) Bonus Sleeping to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds (see attached Site Plan). The proposed Assisted Living Facility is defined as a Special Residential Facility, Category (3), by the Broward County Land Use Plan. Special Residential Facilities as defined by the Broward County Land Use Plan are permitted in the "Community" Broward County Land Use designation.

Pursuant to the Broward County Land Use Plan, Special Residential Facilities are subject to the Special Residential Facilities provisions and allocation of redevelopment, flexibility, or bonus sleeping rooms. The Broward County Land Use Plan allows local governments to permit a maximum of one hundred (100) "bonus" sleeping rooms, that are permanently dedicated to Special Residential use without allocating density. The Administrative Rules Document: Broward County Land Use Plan then allows local governments to utilize the Special Residential Facilities provisions of the Broward County Land Use Plan regardless of whether such provisions are incorporated within the certified local land use plans. The Special Residential Facilities provisions of the Broward County Land Use Plan shall be utilized as the Special Residential Facilities provisions of the Broward County Land Use Plan have not been incorporated into the City of Tamarac Comprehensive Plan.

Pursuant to the Administrative Rules Document: Broward County Land Use Plan, written approval from the Broward County Planning Council Executive Director is required prior to approval by a local government for special residential facilities projects involving allocation of all or a portion of the one hundred (100) bonus sleeping rooms for which the local government does not have to assign density. Approval of the allocation of seventy-two (72) Bonus Sleeping Rooms was received from the Broward County Planning Council Executive Director, Barbara Blake Boy, on May 19, 2021 (see attached City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email).

Section 10-5.4(S)(4), Code of Ordinances, identifies review standards to be determined by the City Commission to approve the request. These review standards and the responses to each standard, as it applies to the subject petition, are shown below.

(a) Would be consistent with the Comprehensive Plan;

Goal: The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.

City Manager
Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage
1-FLX-21 – Temp Resolution No. 13616
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Objective 1: The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.

Policy 1.10: A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

Objective 4: The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.

(b) Would address a community need;

The proposed allocation of Bonus Sleeping Rooms will provide an assisted living facility housing option within the City for individuals requiring memory care.

(c) Would be compatible with the surrounding area;

The proposed allocation of Bonus Sleeping Rooms will allow the development of a vacant parcel into an assisted living facility. An existing assisted living facility is located adjacent to the north of the subject property on N University Drive. A memory care building for the assisted living facility abuts the subject property to the north and contains twenty-four (24) beds in eighteen (18) rooms.

(d) Could be adequately served by City and Broward County facilities and services; and

The proposed assisted living facility requesting the allocation of seventy-two (72) Bonus Sleeping Rooms is serviced by NW 76 Street and N University Drive with Broward County Bus Transit Service available on N University Drive. Additionally, adequate City water and sewer are available to service the subject property. Finally, adequate Fire Safety service is provided by the City's Fire Department and Police service is provided by the Broward Sheriff's Office.

(e) Would provide sufficient dedication of land for municipal purposes, or payment in lieu of such dedication.

A dedication of land for municipal purposes for the allocation of seventy-two (72) Bonus Sleeping Rooms is not provided nor is a payment in lieu of such dedication.

Assigning Bonus Sleeping Rooms is a matter committed to the legislative discretion of the City Commission. In deciding the application, the City Commission shall consider the characteristics of the development proposed to use the Bonus Sleeping Rooms. It is the opinion of the Director of Community Development that the review standards for the allocation of Bonus Sleeping Rooms, as outlined in Section 10-5.4(S)(4), Code of Ordinances, have been satisfied.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The approval of the allocation of seventy-two (72) Bonus Sleeping Rooms will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance,

City Manager
Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage
1-FLX-21 – Temp Resolution No. 13616
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image, and attractiveness of the community.

The Director of Community Development recommends that the Mayor and City Commission approve the proposed allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms at its September 22, 2021 meeting with a condition of approval:

1. The allocation of seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms is contingent upon approval of the Site Plan (Major) for Parkside Memory Care ALF (Case No. 12-SP-20).

FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 5-0 to forward a favorable recommendation of approval for the proposed allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms to the City Commission at its June 23, 2021 meeting.

At its June 23, 2021 meeting, the City Commission voted 4-1 to table the item until the next City Commission meeting.



Maxine A. Calloway
Director of Community Development

Attachments: Temporary Resolution No. 13616
Flex Unit Narrative and Justification Letter
Location Map
Site Plan
City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email

MAC:RWJ

CITY OF TAMARAC, FLORIDA

TEMPORARY RESOLUTION NO. 13616

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ALLOCATING SEVENTY-TWO (72) BONUS SLEEPING ROOMS TO ALLOW FOR A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3), AS DEFINED IN THE BROWARD COUNTY LAND USE PLAN, CONTAINING SEVENTY-TWO (72) SLEEPING ROOMS FOR THE SUBJECT PROPERTY LOCATED AT 7501 NW 76 STREET TAMARAC, FLORIDA (TRACT A LESS THE NORTH 20 FEET OF THE WEST 85 FEET, AND ALL OF TRACT C, SOUTHERN BELL-TAMARAC, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY) TO PROVIDE FOR CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 1-FLX-21); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, has requested that certain real estate property located at 7501 NW 76 Street, containing 2.33 net acres of land, be allocated seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms; and

WHEREAS, the subject property is zoned PF, Public Facilities, which permits the use of an Assisted Living Facility in accordance with Section 10-3.2 of the Land Development Code; and

WHEREAS, in accordance with Section 10-2.4(A)(2) of the Land Development Code, the purpose of the Public Facility (PF) zoning district is intended to provide for educational institutions, municipal governmental facilities, and other related activities; and

WHEREAS, the Broward County Land Use Map category of the subject property is Community; and

WHEREAS, Special Residential Facilities are not specifically designated on the Future Broward County Land Use Plan Map (Series) as a separate land use category; and

WHEREAS, Special Residential Facilities are permitted within the Community land use category of the Broward County Land Use Plan; and

WHEREAS, each local government may permit a maximum of one hundred (100) bonus sleeping rooms within the local governmental boundary permanently dedicated to a Special Residential Facility use without an additional allocation of density; and

WHEREAS, local governments may utilize the Special Residential Facilities provisions of the Broward County Land Use Plan regardless of whether such provisions are incorporated within the certified local land use plans; and

WHEREAS, the proposed Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms warrants the allocation of seventy-two (72) bonus sleeping rooms to be consistent with the Broward County Land Use Plan; 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 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 regarding the review of the petition for allocation of Bonus Sleeping Rooms; and

WHEREAS, the Director of Community Development recommends approval (with condition); and

WHEREAS, the Planning Board recommended approval (with condition) on June 2, 2021; and

WHEREAS, the City Commission has examined the application, the staff and Planning Board recommendations; and

WHEREAS, the City Commission has determined that the application is in compliance with all elements of the Comprehensive Plan, or will be in compliance with all elements of the Comprehensive Plan prior to the issuance of a Certificate of Occupancy for

the development; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac, Florida to grant approval of the allocation of seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms for the subject property located at 7501 NW 76 street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) (Case No. 1-FLX-21).

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: That the subject property located at 7501 NW 76 Street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) is hereby allocated seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms (Case No 1-FLX-21) subject to the following condition:

1. The allocation of seventy-two (72) bonus sleeping rooms to allow for a Special

Residential Facility, Category (3), containing seventy-two (72) sleeping rooms is contingent upon approval of the Site Plan (Major) for Parkside Memory Care ALF (Case No. 12-SP-20).

SECTION 3: That the City of Tamarac Unified Flex Table shall be changed to reflect such allocation of Bonus Sleeping Rooms upon the effective date of this Resolution.

SECTION 4: That the City of Tamarac shall notify the Broward County Planning Council in writing and submit the City of Tamarac Unified Flex Table reflecting a total of twenty-eight (28) remaining Bonus Sleeping Rooms for future allocation.

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

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

SECTION 7: This Resolution shall become effective immediately upon its 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
ORDINANCE as to form.

JOHN R. HERIN JR.
CITY ATTORNEY

May 3, 2021

Parkside Assisted Living Facility
Flex Unit Narrative/Justification Statement

On behalf of Serena Properties Pembroke Pines, LLC (the “Applicant”), please accept this request for consideration of the proposed flex unit allocation for the proposed Parkside Assisted Living Facility (“Parkside ALF”). The Applicant is the owner of approximately 2.32 acres of vacant land located at the northeast corner of University Drive and NW 76th Street in the City of Tamarac (“City”). The property can be further identified by Broward County Property Appraiser folio number 494103230030 (the “Subject Property”). The Applicant has submitted a site plan application and variance application in connection with this flex unit allocation application.

Specifically, the Applicant is requesting for 36 flex units to be allocated for the proposed memory care assisted living facility. The Broward County Planning Council has advised that 36 flex units should be allocated for this project based on 72 sleeping room count for the proposed Parkside ALF (See **Exhibit A**).

The requested flex unit request satisfies the review criteria established in Section 10-5.4(S) of the City Code as set forth below.

a. Would be consistent with the Comprehensive Plan.

The proposed flex unit request is consistent with the goals, objectives, and policies of the land use element of the City’s Comprehensive Plan. The proposed flex units, along with the recently submitted site plan and variance applications, will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed flex unit request is consistent with the following goals, policies, and objectives of the City’s Future Land use Element of the Comprehensive Plan.

- GOAL – The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.
- Objective 1 – The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.
- Policy 1.10 – A special residential facility is a facility is a facility licensed to serve

clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- Objective 10 – The City will continue to lead by example and implement land use controls which promote ‘green practices’ and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

b. Would address a community need.

The proposed flex unit allocation and associated development will allow the Applicant to develop a vacant parcel into an attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring memory care.

c. Would be compatible with the surrounding area.

The proposed Parkside ALF will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed Parkside ALF is designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure that the development of the Subject Property does not result in any adverse environmental impacts on the area.

d. Could be adequately served by City and Broward County facilities and services.

As stated above, the proposed Parkside ALF is designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. Approval of the flex unit allocation will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the City Code and facilitate an important and efficient use of the Subject Property. The Applicant is proposing an appropriate parking space count that adequately serves the proposed Parkside ALF on the Subject Property and the proposed use. The site plan application reflects significant landscaping and buffering proposed

May 3, 2021

Serena Properties Pembroke Pines LLC

Tamarac Memory Care ALF - Flex Unit Narrative/Justification Statement

Page No. 3

along the eastern and northern property lines.

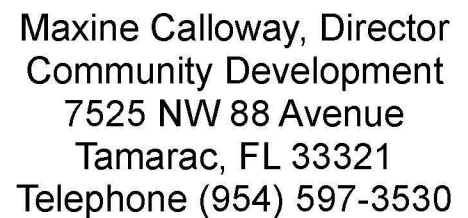
e. Would provide sufficient dedication of land for municipal purposes, or payment in lieu of such dedication.

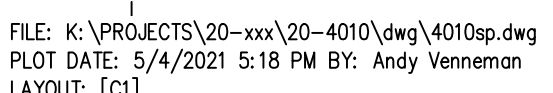
Land dedication is not required for the proposed Parkside ALF.

The flex units request is consistent with the standards of granting flex units as set forth by the City in Section 10-5.4(S) of the Code. The Applicant has demonstrated that the request 1) would be consistent with the Comprehensive Plan 2) would address a community need; 3) would be compatible with the surrounding area 4) could adequately served by City and Broward County facilities and services; and; 5) would provide sufficient dedication of land for municipal purposes, or payment in lieu of such dedication.

The Applicant respectfully requests the City approve the requested flex units. Please contact me at (954) 527-2443 should you have any questions related to this request.

Case No. 1-FLX-21, 1-B-21, & 12-SP-20





PARKING CALCULATION: TABLE 10-4.1 GROUP LIVING: 1 SPACE/400 S.F.	
REQUIRED PARKING	108 SPACES
REDUCED PARKING DEMAND STRATEGY (SECTION 10-4.3):	
TRANSIT ACCESSIBILITY: 15% REDUCTION (WITHIN 1000' OF A BUS STOP)	16 SPACES REDUCTION
TOTAL PARKING REQUIRED	92 SPACES
PROVIDED PARKING	
TOTAL PARKING PROVIDED (35 REGULAR & 2 A.D.A.)	37 SPACES
BICYCLE PARKING:	
REQUIRED: 4 BIKE PARKING/10 SPACES OR 20 BIKE RACKS	
PROVIDED: 20 BICYCLE PARKING	
LOADING	
REQUIRED LOADING: LESS THAN 50,000 S.F.	1 SPACE
PROVIDED LOADING: 12' X 25'	1 SPACE

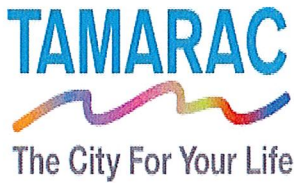
FFMA FLOOD ZONE: X

SHEET No.
C1

Collette Tibby

From: Robert Johnson III
Sent: Wednesday, May 19, 2021 3:49 PM
To: Blake Boy, Barbara
Cc: Maxine Calloway; Von Stetina, Deanne; Teetsel, Dawn; Andrew S. Maurodis (amaurodis@wsh-law.com)
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

Thank you Barbara!



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

From: Blake Boy, Barbara [mailto:BBLAKEBOY@broward.org]
Sent: Wednesday, May 19, 2021 3:42 PM
To: Robert Johnson III <Robert.Johnson@tamarac.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>; Andrew S. Maurodis (amaurodis@wsh-law.com) <amaurodis@wsh-law.com>
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob-

Thank you for the updated request.

The request is consistent with the Administrative Rules Document and is approved per Article 3.10.

The contents of this email are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, local zoning, the City's land development regulations or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.



Please feel free to contact me if you have any questions.
Barbara

Barbara Blake Boy, Executive Director

115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>

Sent: Wednesday, May 19, 2021 3:21 PM

To: Blake Boy, Barbara <BBLAKEBOY@broward.org>

Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>

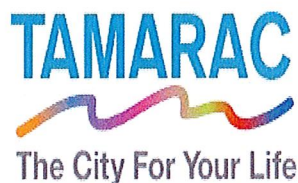
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Barbara,

Thank you so much for your telephone call and email below. This greatly clarifies the required allocations for Special Residential Facilities.

Please accept this email as the City's revised request to provide approval of the allocation of seventy-two (72) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III

Senior Planner

Community Development Department

7525 NW 88th Ave, Tamarac, FL 33321

Tel: 954-597-3533 Fax: 954-597-3540

www.tamarac.org

From: Blake Boy, Barbara [<mailto:BBLAKEBOY@broward.org>]

Sent: Wednesday, May 19, 2021 2:11 PM

To: Robert Johnson III <Robert.Johnson@tamarac.org>

Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>

Subject: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob—

Thank you for submitting the written request to approve an allocation of bonus sleeping rooms per the Administrative Rules Document Article 3.10, as the City has not adopted the provision into its effective Plan. Per the Broward County Land Use Plan, each local government has been granted 100 bonus sleeping rooms to utilize for special residential facilities within its boundaries, without the need for an additional allocation of density.

Bonus sleeping rooms have no equivalent and are required to be allocated on a one (1) to one (1) basis; conversely, the allocation of one (1) flexibility unit or one (1) dwelling unit would be

equal to two (2) sleeping rooms, regardless of the number of beds. Therefore, the requested approval is subject to the City allocating either 72 bonus sleeping rooms or 36 flexibility units to the 72 room facility. If the City proceeds with the 72 bonus sleeping rooms, please reply all to the email to clarify the City's request.



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

Barbara

Barbara Blake Boy, Executive Director

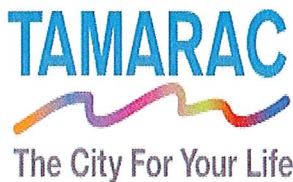
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>
Sent: Wednesday, May 19, 2021 12:58 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>
Subject: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Good Afternoon Barbara,

In accordance with Section 3.10(C), Broward County Administrative Rules Document, please provide approval of the allocation of thirty-six (36) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. The City of Tamarac has not incorporated the Special Residential Facilities provision of the Broward County Land Use Plan within the City's Local Land Use Plan and therefore your written approval is required prior to approval by the City of Tamarac. Approval of the allocation of Bonus Sleeping Rooms for the referenced use is scheduled for the June 23, 2021 City Commission meeting following a recommendation by the Planning Board on June 2, 2021. Attached as Exhibit A is prior correspondence with your office regarding the number of bonus sleeping rooms required to be allocated. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

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.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

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Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.



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:

Description	Upload Date	Type
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

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.

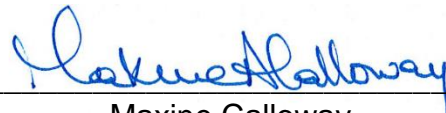
While amending the City's Code to adopt terminology that is consistent with House Bill 403, Staff also deems it to be advantageous to correct an error regarding the citation of use standards for Home Based Businesses in the City's Land Development Code. During the comprehensive rewrite of the City's 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 Statutes. 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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a manner different from other businesses in a local government's jurisdiction otherwise provided by the Bill; and

WHEREAS, it is desirous 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	
RESIDENTIAL																
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)
ACCESSORY USES																
	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 occupation <u>based business</u>	A	A	A	A	A	A	A	A							10-3.4(D)(5)(<u>7</u>)
	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

.....

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 occupation based business	See 10-3.4(7)l(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.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this day of , 2021.

PASSED, 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,
CITY ATTORNEY

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Title - TBO47 - Parkside Memory Care ALF Variance - Parking

A Variance from Section 10-4.3(D)(2), Table 10-4.1, Minimum Number of Off-Street Parking Spaces, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety (92) parking spaces.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac ("Commission") has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the "Property") is located in the (PF), Public Facilities Zoning District.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care ALF Variance Parking Memo 1-B-21	9/13/2021	Cover Memo
2 - TBO47 - Board Order Approving Parking	6/7/2021	Board Orders
3 - Variance Narrative Justification Statement	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - Site Plan	6/7/2021	Backup Material
6 - Trip Generation and Parking Statement	6/7/2021	Backup Material
7 - Traffic and Parking Statement Review	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-09-004M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn
Interim City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: September 9, 2021

RE: Parkside Memory Care ALF – Variance
TEMP BOARD ORDER NO. 47; CASE#: 1-B-21; MF#:02-18

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, of the City's Code of Ordinances at its September 22, 2021 meeting with a condition of approval (see attached Board Order Approving Variance - Temp Board Order No. 47).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting approval of the following variance (see attached Variance Narrative/Justification Statement):

A variance from Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety-two (92) parking spaces.



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North: Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East: F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: The applicant has requested Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms (see attached Site Plan). The assisted living facility building is proposed at 43,000 square feet in gross floor area.

Thirty-seven (37) parking spaces are proposed to support the seventy-two (72) room assisted living facility where ninety-two (92) parking spaces are required based on the minimum parking requirement of one (1) parking space per four hundred (400) square feet of net floor area and utilizing a fifteen (15) percent reduction of required parking spaces due to the proximity of the bus stop on N University Drive.

A Trip Generation and Parking Statement, prepared by DC Engineers, Inc., was submitted by the applicant (see attached Trip Generation and Parking Statement). The statement examined the peak parking demand using Institute of Transportation Engineers parking demand formulas. The statement concludes that the thirty-seven (37) parking spaces proposed are expected to adequately accommodate the anticipated parking demand of the Parkside Memory Care ALF. The City’s Traffic Consultant, Traf Tech, concurred that the proposed parking supply should be adequate to meet the anticipated parking demand (see attached Traffic and Parking Statement Review).

ANALYSIS: A variance means a modification of the zoning ordinance regulations when such variance will not be contrary to the public interest, and when, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. Section 10-5.4(Q), Code of Ordinances, identifies standards to be employed in order for the City Commission to authorize any variance from the terms of the Zoning

chapter of the Code of Ordinances and other zoning ordinances.

These standards and the responses to each standard, as it applies to the subject petition, are shown below.

Variance Request 1: Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances

1. *Special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;*

Special conditions and circumstances exist that pertain to the subject property that do not generally apply to other property. The subject property has an irregular “L” shaped configuration that surrounds the existing AT&T Telecommunications property and is adjacent to residential uses to the east and a portion to the north. The shape and size of the lot in relation to the minimum number of off-street parking spaces required creates a unique condition that hinders development of the subject property for the proposed use of an assisted living facility. As such, these circumstances are peculiar to the land and do not generally apply to other property subject to the standard from which the Variance is sought.

2. *The special conditions and circumstances referred to above are not the result of the actions of the landowner;*

The special conditions and circumstances referred to above are not the result of the actions of the landowner. The “L” shaped lot configuration of the subject property does not provide the appropriate area to meet the requirements for ninety-two (92) parking spaces for the proposed assisted living facility. The lot dimensions limit the potential development area of the subject property. As such, the petitioner did not create the special conditions and circumstances referenced above.

3. *Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;*

Because of the special conditions and circumstances, the literal application of this provision would effectively deprive the landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship. The literal application of the Code requiring one (1) space per four hundred (400) square feet of net floor area would create a surplus of parking spaces that would not be utilized even during peak parking demand. As such, the special conditions and literal enforcement of this provision, would effectively deprive landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship.

4. *The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;*

The variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties since an assisted living facility is permitted within the Public Facilities (PF) zoning classification. Granting the variance would not confer any special privilege on the landowner that is denied to other similarly situated properties as other properties are not faced with such significant constraints.

5. *The extent of the Variance is the minimum necessary to allow a reasonable use of the property;*

The variance is the minimum necessary to allow a reasonable use of the property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief from the stringent requirements of the Off-Street Parking Requirements while preserving the character of the proposed development. The granting of the requested variance to allow for thirty-seven (37) parking spaces is consistent with the proposed use and is necessary for the reasonable use of the subject property. As such, this is the minimum variance necessary to allow a reasonable use of the property.

6. *The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;*

Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances, requires minimum number of off-street parking spaces for each specific use to accommodate peak parking demands. Residents of the assisted living facility will not have personal vehicles. This significantly reduces the need for parking spaces. As such, provided parking spaces are supplied for staff and guests. The provided Trip Generation and Parking Statement, prepared by DC Engineers, Inc., demonstrates that sufficient parking will be provided to meet the peak parking demands for the proposed assisted living facility. As such, the variance is in harmony with the general purpose and intent of the Code of Ordinances and preserves its spirit.

7. *The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.*

The variance will not adversely affect the health or safety of persons residing or working in the neighborhood and will not be injurious to property or otherwise be detrimental to the public welfare. The variance will improve conditions in the neighborhood by allowing the development of an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed development will not have any adverse effects on the health and safety of persons residing or working in the neighborhood as adequate parking on the subject property has been provided, and will not be injurious to property or other improvements. Further, the variance is not otherwise detrimental to the public welfare.

8. *The Variance is consistent with the Comprehensive Plan.*

The variance is consistent with the City's Comprehensive Plan. The "Community Facilities" future land use designation is consistent with the PF (Public Facilities) zoning classification of the subject property. Additionally, the proposed assisted living facility development meets the following goals, policies and objectives of the Future Land Use Element of the City's Comprehensive Plan:

- Policy 1.5 - The City will continue to promote “quality development” in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.
- Policy 2.2 - Facilities and services must meet the level of service standards established by this Comprehensive Plan. Facilities and services must be available concurrent with development or development orders, and permits issued by the City must be specifically conditioned on the availability of facilities and services necessary to serve the proposed development.
- Policy 11.2 - The City’s Land Development regulations shall continue to require safe and convenient onsite traffic circulation and adequate off-street parking.
- Policy 12.7 - The City should ensure that development proposals utilize design standards in the land development regulations to maintain and enhance the design aesthetic and create a sense of place.

It is the opinion of the Director of Community Development that the request for variances meet each of the general variance review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based on the fact that owing to special circumstances or conditions beyond the landowner’s control, the literal application of the standards would result in undue and unique hardship to the landowner and the deviation would not be contrary to the public.

CONCLUSION: This item supports Goal #4 of the City of Tamarac’s 2040 Strategic Plan, “Tamarac is Vibrant.” The approval of the variance will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

This application also supports Policy 1.4 of the Future Land Use Element of the City of Tamarac Comprehensive Plan that 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 the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, of the City’s Code of Ordinances at its September 22, 2021 meeting with the following condition of approval:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care by the City Commission (Case #12-SP-20).

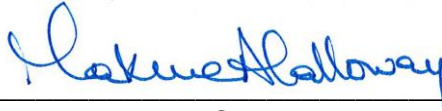
FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 3-2 to forward a favorable recommendation of approval for the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, of the City’s Code of Ordinances to the City Commission at its June

City Manager
Parkside Memory Care ALF – Variance
Case No. 1-B-21 – Temp Board Order No. 47
September 9, 2021 – Page 6

23, 2021 meeting with a condition of approval recommended by staff.

At its June 23, 2021 meeting, the City Commission voted 4-1 to table the item until the next City Commission meeting.



Maxine Calloway
Director of Community Development

Attachments: Board Order Approving Variance - Temp Board Order No. 47
 Variance Narrative/Justification Statement
 Location Map
 Site Plan
 Trip Generation and Parking Statement
 Traffic and Parking Statement Review

MAC:RWJ

Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

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**BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA**

**HEARING DATE: June 23, 2021
CASE NO. 1-B-21**

IN RE: The Application of: Parkside Memory Care ALF
7501 NW 76 Street, Tamarac, Florida

Property Folio Identification Number: 494103230030

Property Legal Description:

Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County.

BOARD ORDER APPROVING VARIANCE

Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC (the “Applicant”) filed an application with the City of Tamarac (“City”) Department of Community Development seeking approval of the following Variances:

Variance Request: Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances:

A variance from Section 10-4.3(D)(2), Table 10-4.1, Minimum Number of Off-Street Parking Spaces, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety (92) parking spaces.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac (“Commission”) has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the “Property”) is located in the (PF), Public Facilities Zoning District.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **June 2, 2021**, and recommend to the City Commission, **APPROVAL OF THE APPLICATION WITH CONDITIONS**.

Following consideration of all testimony and evidence presented at the City Commission hearing on **June 23, 2021**, and pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, the Commission finds as follows:

1. That special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought.
2. The special conditions and circumstances referred to above are not the result of the actions of the landowner.
3. Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner.
4. The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought.
5. The extent of the Variance is the minimum necessary to allow a reasonable use of the property.
6. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit.
7. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.
8. The Variance is consistent with the Comprehensive Plan.

Pursuant to the authority contained in Section 10-5.4 (Q) of the City of Tamarac Code of Ordinances, the Applicants’ request for Variance approval as outlined is hereby **GRANTED** subject to the following condition:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care ALF, Case #12-SP-20, by the City Commission.

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2021, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

By: _____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I hereby certify that on this day, before me, by means of ☒ **physical presence** or ☐ **online** notarization, appeared City Commission, Mayor Michelle J. Gomez, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac (“City”) City Commission, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City Commission.

Sworn to and subscribed before me this _____ day of _____, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

May 3, 2021

Parkside Assisted Living Facility
Variance Narrative/Justification Statement

On behalf of Serena Properties Pembroke Pines, LLC (the “Applicant”), please accept this request for consideration of the proposed variance application. The Applicant is the owner of approximately 2.32 acres of vacant land located at the northeast corner of University Drive and NW 76th Street in the City of Tamarac (“City”). The property can be further identified by Broward County Property Appraiser folio number 494103230030 (the “Subject Property”). The Applicant has submitted a site plan application in connection with this variance application for a proposed Parkside Assisted Living Facility (“Parkside ALF”) that will serve memory care residents only. The Applicant is requesting a variance from the landscape buffer requirements pursuant Section 10-4.4(D)(3)(c)(i) of the City’s Land Development Code (“City Code”) and a parking reduction pursuant to Table 10-4.1 of the City Code as more specifically described below.

- I. **Landscape Buffer.** The site data regulations of the City’s Code require a 25 foot landscape buffer along the east and north sides of the Subject Property that abut R-2 and R-3 residential properties. The Applicant is proposing a variance from the required 25 foot landscape buffer on the east and north sides of the Subject Property, as referenced in Code section 10-4.4(D)(3)(c)(i). The Applicant is proposing a 14 foot landscape buffer to the east and a 13 foot landscape buffer to the north.

- II. **Parking Reduction.** The City Code requires one (1) parking space per 400 square feet for assisted living facilities for a total of 108 spaces for the proposed Parkside ALF. Per the trip generation and parking statement provided by

transportation engineer J. Suzanne Danielson, the Applicant meets the criteria in City Code Section 10-4.3(F)(6)(a) as the proposed use is located within 1,000 feet of a bus or rapid transit stop which allows for the City's Director of Community Development to authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 10-4.1. A fifteen (15) percent reduction reduces the required parking spaces by a total of 16 spaces, bringing the total required parking spaces to 92 spaces. As such, the Applicant is requesting a variance from the parking requirements from Table 10-4.1 to reduce the amount of required parking spaces from 92 parking spaces to 37 parking spaces (35 regular and 2 handicap). Per the parking statement, "37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center." Pursuant to the traffic and parking statement review by TrafTech Engineering, Inc., "we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility."

The requested variances satisfy the review criteria established by the City in Section 5.4(Q)(4)(a) of the Code as set forth below.

- i. **There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard form from which the Variance is sought;**

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The Subject Property is L-shaped configured lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the City's landscape buffer requirements create a unique condition that hinder development of the Subject Property.

b. Parking Variance from Table 10-4.1

- i. The Subject Property lies on an L shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the current parking Code requirements create a unique condition that hinder development of the Subject Property.

ii. **The special conditions and circumstances referred to above are not the result of the actions of the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. The conditions referred to above are not the result of the actions of the Applicant. Due to the unusual L-shape configuration of the Subject Property, it is not feasible to meet the requirements for a 25 foot landscape buffer to the east and northeast as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances will allow the Applicant to develop a currently vacant parcel into an attractive memory care assisted living facility.

b. Parking Variance from Code Table 10-4.1

- i. The conditions referred to above are not the result of the actions of the Applicant. As discussed above, the unusual L-shape configuration of the Subject Property makes it impossible to meet the requirements for 108 parking spaces (92 parking spaces following the fifteen (15) percent reduction) for the proposed Parkside ALF as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances and site plan will allow the Applicant to transform the existing vacant parcel into an aesthetically-pleasing assisted living facility in the community.

iii. **Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. As mentioned above, the Code currently requires a 25 foot landscape buffer between the proposed development and the residential properties located to the east and northeast. The Applicant is proposing a 14 foot landscape buffer to the east and 13 foot landscape buffer to the north. The Subject Property lies on an L-shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection

with the current landscape buffer Code requirement create a unique condition that restricts development of the Subject Property. The Subject Property will be well buffered as shown on the attached plans. In this regard, the literal application of the Code would significantly limit the potential development area of the Subject Property.

b. Parking Variance from Code Table 10-4.1

- i. As mentioned above, the Code requires 108 parking spaces (92 parking spaces after the fifteen (15) percent reduction). The strict and literal implementation of the Code that requires 1 space per 400 square feet of building, would produce a result that is inconsistent with municipal intent as the parking space requirements as set forth in the City Code would create a surplus of parking spaces that would not be utilized even during peak demand.

The proposed Parkside ALF is for memory care residents only. As such, the future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed would only be for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF. In this regard, the literal application of the City Code would significantly limit the potential development area of the Subject Property.

iv. **The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;**

- a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Granting of the proposed landscape buffer variance will not confer any special privilege to the Applicant, and will only allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- b. Parking Variance from Code Table 10-4.1
 - i. Granting of the proposed parking reduction will not confer any special privilege to the Applicant, and will only serve to allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- v. **The extent of the Variance is the minimum necessary to allow a reasonable use of the property;**
 - a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)
 - i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 14 foot landscape buffer to the east and 13 foot landscape buffer to the north is consistent with the neighboring landscape buffers, is necessary for the reasonable use of the

Subject Property and the variance requested is the minimum variance to accomplish this purpose. The requested variance to allow for a 14 foot landscape buffer along the eastern property line and 13 foot landscape buffer along the northern property line is the minimum necessary to allow a reasonable use of the Subject Property and will afford a consistent and contiguous appearance while also providing screening and buffering.

b. Parking Variance from Code Table 10-4.1

- i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 37 parking spaces is consistent with the proposed use of the property and is necessary for the reasonable use of the Subject Property. The variance requested is the minimum variance to accomplish this purpose and is the minimum necessary to allow a reasonable use of the Subject Property. As indicated in the trip generation and parking statement, “the number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center.” The proposed Parkside ALF is for memory care residents only. As such, future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed are for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF.

vi. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Approval of the variance will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The site plan application reflects significant landscaping and buffering proposed along the eastern and northern property lines.

b. Parking Variance from Code Table 10-4.1

- i. Approval of the variances will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The Applicant is proposing an appropriate parking space count that would adequately serves the proposed development of the Subject Property and the proposed use.

vii. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an

attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

b. Parking Variance from Table 10-4.1

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

viii. The Variance is consistent with the Comprehensive Plan.

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City's Comprehensive Plan. The proposed variances, along with the recently submitted site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City's Future Land use Element of the Comprehensive Plan.
 - GOAL – The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.
 - Objective 1 – The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
 - Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities,

for a variety of lifestyles.

- Objective 10 – The City will continue to lead by example and implement land use controls which promote ‘green practices’ and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

b. Parking Variance from Table 10-4.1

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City’s Comprehensive Plan. The proposed variances, along with the site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City’s Future Land use Element of the Comprehensive Plan.
 - GOAL – The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.
 - Objective 1 – The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a

family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

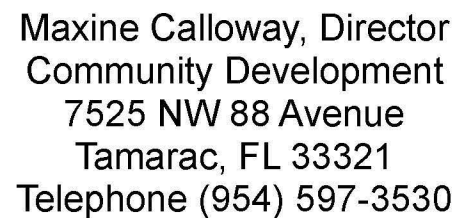
- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- Objective 10 – The City will continue to lead by example and implement land use controls which promote ‘green practices’ and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

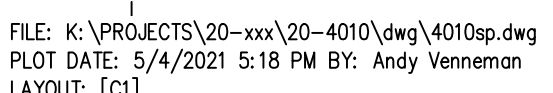
The requested variances are consistent with the standards of granting a variance as set forth by the City in Section 10-5.4(Q)(4)(a) of the City Code. The Applicant has demonstrated that 1) there are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the variance is sought, that do not generally apply to other property subject to the standard form from which the variance is sought; 2) the special conditions and circumstances referred to above are not the result of the actions of the landowner; 3) because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the variance is sought, and would result in unnecessary and undue hardship on the landowner; 4) the Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought; 5) the extent of the variance is the minimum necessary to allow a reasonable use of the property; 6) the variance is in harmony with the general purpose and intent of this Code and preserves its spirit; (7) the

variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and (8) the variance is consistent with the Comprehensive Plan.

The Applicant respectfully requests the City grant the requested variances. Please contact me at (954) 527-2443 should you have any questions related to this request.

Case No. 1-FLX-21, 1-B-21, & 12-SP-20





PARKING CALCULATION: TABLE 10-4.1 GROUP LIVING: 1 SPACE/400 S.F.	
REQUIRED PARKING	108 SPACES
REDUCED PARKING DEMAND STRATEGY (SECTION 10-4.3):	
TRANSIT ACCESSIBILITY: 15% REDUCTION (WITHIN 1000' OF A BUS STOP)	16 SPACES REDUCTION
TOTAL PARKING REQUIRED	92 SPACES
PROVIDED PARKING	
TOTAL PARKING PROVIDED (35 REGULAR & 2 A.D.A.)	37 SPACES
BICYCLE PARKING:	
REQUIRED: 4 BIKE PARKING/10 SPACES OR 20 BIKE RACKS	
PROVIDED: 20 BICYCLE PARKING	
LOADING	
REQUIRED LOADING: LESS THAN 50,000 S.F.	1 SPACE
PROVIDED LOADING: 12' X 25'	1 SPACE

FFMA FLOOD ZONE: X

SHEET No.
C1

January 20, 2021

Ms. Seema Lakhani
Serena Properties Pembroke Pines, LLC
18201 SW 52 Court
Southwest Ranches, FL 33331

**Re: Parkside ALF Memory Care - Tamarac, Florida
Trip Generation and Parking Statement**

Dear Ms. Lakhani:

Pursuant to your request, Danielsens Consulting Engineers, Inc. (DC Engineers, Inc.) has prepared this trip generation and parking statement specific to development of a 43,000 square foot, 96-bed assisted living facility (ALF) and memory care center to be constructed at 7620 N. University Drive (SR 817) (along the east side of N. University Drive north of NW 76 Street) within municipal limits of the City of Tamarac, Florida. Figure 1 shows the location of the project site and a current site plan is included as Attachment A.

The following is a summary of our findings.

Trip Generation

Estimates of trip generation were determined using rates and formulae published in the Institute of Transportation Engineers (ITE) report *Trip Generation* (10th Edition). Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates for the proposed land use are as follows:

Assisted Living - ITE Land Use #254

- Weekday: $T = 2.60(X)$ (50% in/50% out)
where T = number of trips, X = beds
- AM Peak Hour: $T = 0.19(X)$ (63% in/37% out)
- PM Peak Hour: $T = 0.26(X)$ (38% in/62% out)

Table 1, attached, summarizes trip generation results for the proposed ALF and memory care center. As shown in Table 1, the proposed development is expected to generate 250 vehicle trips per day (vpd) with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

It is estimated that these vehicle trips will traverse the project driveways as shown in Figure 2, attached. A two (2)-way, two (2)-lane driveway is proposed along NW 76 Street and a one (1)-lane, one (1)-way (exit only) driveway is proposed within an existing access easement along N. University Drive. The one (1)-way exit only driveway is in use today by the existing Southern Bell facility located south and west of the project site.

Parking Requirement

According to requirements of the City of Tamarac Code of Ordinances (Table 10-4.1), the ALF and memory care center proposed should provide 81 parking spaces as shown below.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	43,000 sf/96 beds	1/400 sf ⁽¹⁾	108
Transit Accessibility ⁽²⁾			-16
Eligible Alternatives ⁽³⁾			-11
Total			81

(1) Code rate reflected – Group Living.

(2) 15% reduction - within 1000' of a bus stop.

(3) 10% reduction. Van service etc.

The site plan included as attachment A shows that 37 parking spaces are proposed to be located on site.

ITE Parking Rate

Historical data published by the Institute of Transportation Engineers (ITE) in the document *Parking Generation* (5th Edition) has been considered in place of rates provided by the City's Code. We have examined the peak period parking demand under two (2) different variables: number of beds and 1,000 square feet gross floor area (gfa). The table below shows that the average rate of 0.39 parking spaces per bed yields a demand of 37 parking spaces and the average rate of 0.72 parking spaces per 1,000 square feet gross floor area yields 31 spaces. Attachment B includes applicable pages from the ITE document.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	96 beds	0.39/bed	37
	43,000 sf	0.72/1,000 gfa	31

(1) ITE rate reflected – LUC 254 Assisted Living

Parking at Comparable Site

Wickshire Tamarac (formerly Atria Tamarac), located at 7650 N. University Drive in Tamarac, is a 79,529 square foot assisted living and memory care center located just north of the project site. As requested during our methodology meeting with City staff (held on Tuesday January 5, 2021), the number of parking spaces provided at this site were noted during a field review. The 55 parking spaces observed yield a parking supply rate of one (1) space per 1,446 square feet which is comparable to that proposed: one (1) space per 1,162 sf.

Conclusions

As shown in Table 1, the proposed Parkside ALF and memory care facility is expected to generate 250 vpd with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

DC ENGINEERS, INC.

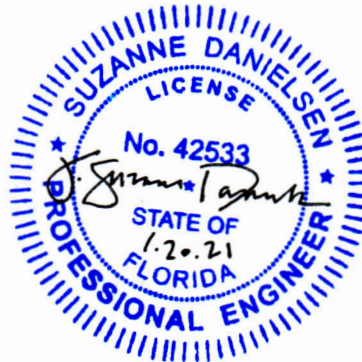
Although the City's Code requires 81 parking spaces as demonstrated above, review of parking generation rates published within ITE's document *Parking Generation* (5th Edition) shows that 37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center. The 37 parking spaces proposed are, therefore, expected to adequately accommodate the anticipated parking demand of the Parkside ALF and memory care center.

Of course, please call or email with any questions you may have.

DANIELSEN CONSULTING ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 3202

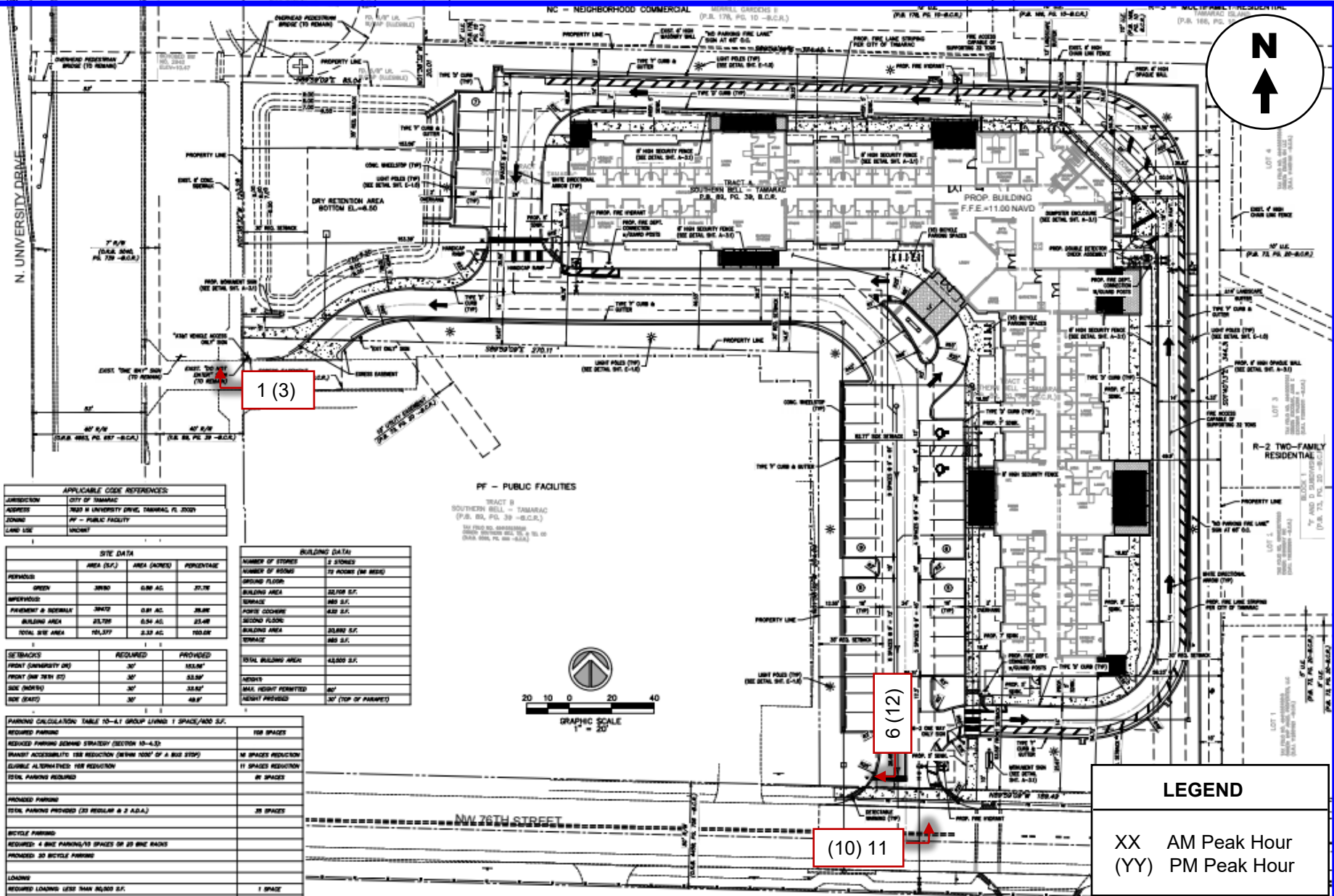


Table 1: Trip Generation Summary Proposed Use

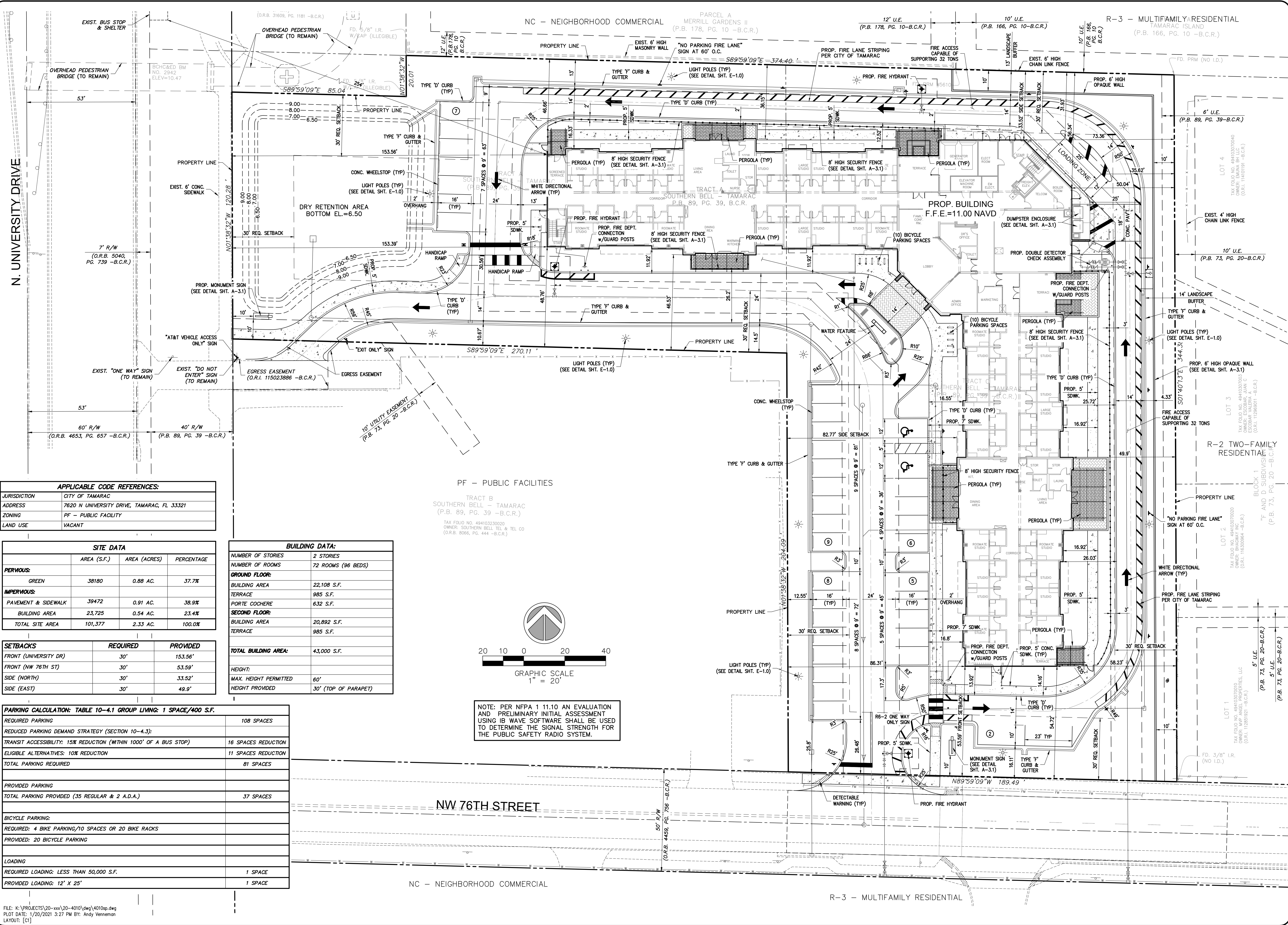
Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
Assisted Living (LUC 254)	96	beds	18	11	7	25	10	15	250
Subtotal			18	11	7	25	10	15	250
Net New Trips			18	11	7	25	10	15	250

Source: ITE Trip Generation Manual (10th Edition)

ATTACHMENT A

Site Plan

K:\PROJECTS\20-4010\dwg\4010sp.dwg, C:\2020\2021\12\11\PM, 11, Sun-Tech Engineering, Inc. (A/E/V), Sun-Tech Engineering, Inc. (A/E/V)



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com
Certificate of Auth. #7097LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

STE
Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

REVISIONS	
NO.	DESCRIPTION

PARKSIDE ALF MEMORY CARE
TAMARAC

FLORIDA

DATE: JULY 2020
SCALE: 1" = 20'
DESIGNED BY: C.R.L.
DRAWN BY: A.E.V.
JOB #: 20-4010

CLIFFORD R. LOUTAN
PROFESSIONAL ENGINEER
No. 56890
STATE OF FLORIDA

DATE: January 20, 2021
This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
Printed copies of this document are
not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

ATTACHMENT B

LUC 254

Assisted Living (254)

Peak Period Parking Demand vs: Beds

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

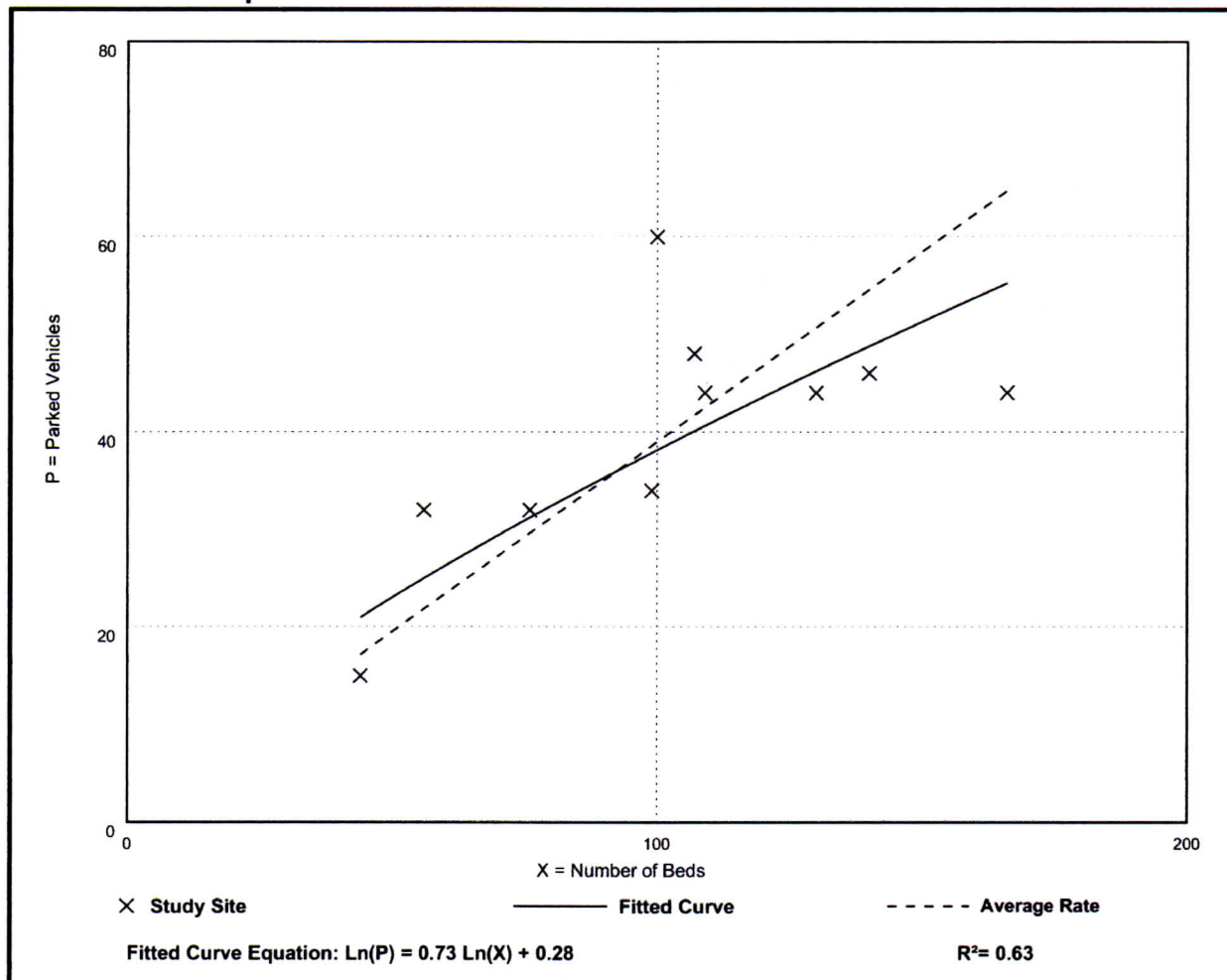
Number of Studies: 10

Avg. Num. of Beds: 103

Peak Period Parking Demand per Bed

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.39	0.27 - 0.60	0.34 / 0.58	***	0.11 (28%)

Data Plot and Equation



Assisted Living (254)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

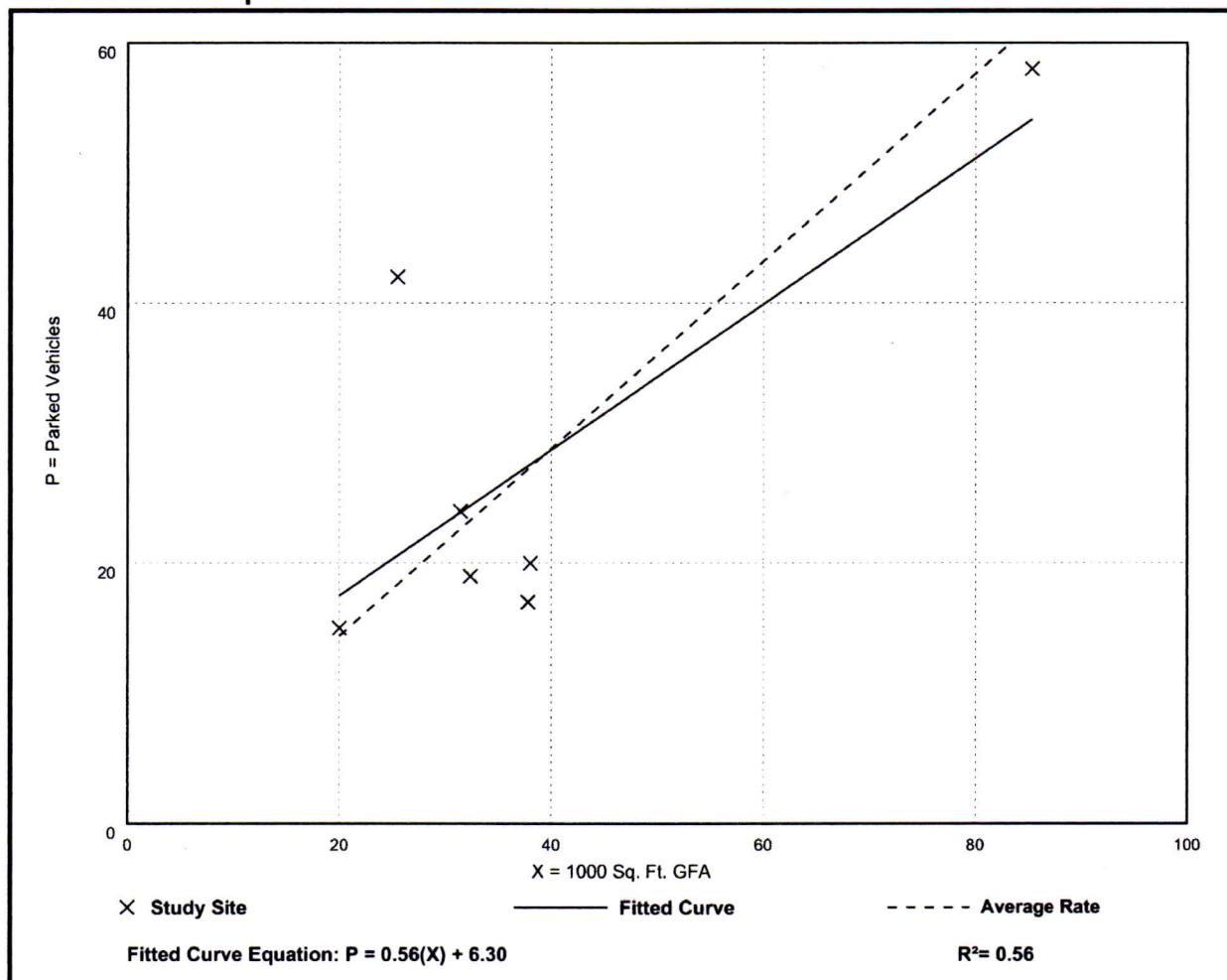
Number of Studies: 7

Avg. 1000 Sq. Ft. GFA: 39

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.72	0.45 - 1.65	0.56 / 1.47	***	0.34 (47%)

Data Plot and Equation



March 12, 2021

Mr. Robert W. Johnson, III
Senior Planner
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

**Re: Parkside ALF Memory Care
Traffic & Parking Statement Review**

Dear Rob:

Traf Tech Engineering, Inc. has reviewed the traffic and parking statement in connection with the proposed Parkside ALF Memory Care facility to be located in the City of Tamarac. The subject site is located generally in the northeast quadrant of the intersection at NW 76th Street and University Drive. The subject property is currently vacant. The referenced traffic and parking statement was prepared by DC Engineers, Inc. and is dated January 20, 2021. Our comments relative to this statement are as follows:

- We have reviewed the trip generation calculations and concur with the results.
- According to the calculations presented in the subject statement, this facility with 96 beds / 43,000 square feet requires 81 parking spaces per City Code. The proposed site plan includes 37 parking spaces. The Applicant has presented parking generation data published by the Institute of Transportation Engineers (ITE) that supports the adequacy of the proposed parking supply. Parking data collected at a similar assisted living facility located immediately north of the subject site also indicates that the proposed parking supply will be adequate. Based upon this information, we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility.

We have no additional comments on the traffic and parking statement at this time. If you have any questions, please do not hesitate to contact us.

Sincerely,

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer



Title - TBO48 - Parkside Memory Care Variance - Landscape

A Variance from Section 10-4.4(D)(3)(c)(i), Land Development Code, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care ALF Variance Landscape Memo 1-B-21	9/15/2021	Cover Memo
2 - TBO48 - Board Order Approving Landscaping Variance	6/7/2021	Board Orders
3 - Variance Narrative Justification Statement	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - Site Plan	6/7/2021	Backup Material
6 - Trip Generation and Parking Statement	6/7/2021	Backup Material
7 - Traffic and Parking Statement Review	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-09-003M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn
Interim City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: September 9, 2021

RE: Parkside Memory Care ALF – Variance
TEMP BOARD ORDER NO. 48; CASE#: 1-B-21; MF#:02-18

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, and Section 10-4.4(D)(3)(c)(i) of the City's Code of Ordinances at its September 22, 2021 meeting with a condition of approval (see attached Board Order Approving Variance - Temp Board Order No. 48).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting approval of the following variances (see attached Variance Narrative/Justification Statement):

A variance from Section 10-4.4(D)(3)(c)(i), Code of Ordinances, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North:** Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South:** AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East:** F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West:** AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: The applicant has requested Site Plan Approval (Major) to allow for the development

of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms (see attached Site Plan). The assisted living facility building is proposed at 43,000 square feet in gross floor area.

The subject property abuts a residential district along a portion of the north property line and along the east property line. Properties that directly abut or are directly across from any public right-of-way, canal, other water body, or any other separator from any residential district are required to provide a buffer area on the nonresidential plot. The buffer area is required at a minimum continuous depth of twenty-five (25) feet of landscaped area. A buffer area with a minimum continuous depth of thirteen (13) feet of landscape area is proposed along a portion of the north property line and fourteen (14) feet of landscape area is proposed along the east property line prompting the request for additional variance.

ANALYSIS: A variance means a modification of the zoning ordinance regulations when such variance will not be contrary to the public interest, and when, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. Section 10-5.4(Q), Code of Ordinances, identifies standards to be employed in order for the City Commission to authorize any variance from the terms of the Zoning chapter of the Code of Ordinances and other zoning ordinances.

These standards and the responses to each standard, as it applies to the subject petition, are shown below.

Variance Request: Section 10-4.4(D)(3)(c)(i), Code of Ordinances

1. *Special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;*

Special conditions and circumstances exist that pertain to the subject property that do not generally apply to other property. The subject property has an irregular “L” shaped configuration that surrounds the existing AT&T Telecommunications property and is adjacent to residential uses to the east and a portion to the north. The shape and size of the lot in relation to the minimum twenty-five (25) feet landscaping depth required creates a unique condition that hinders development of the subject property for the proposed use of an assisted living facility. As such, these circumstances are peculiar to the land and do not generally apply to other property subject to the standard from which the Variance is sought.

2. *The special conditions and circumstances referred to above are not the result of the actions of the landowner;*

The special conditions and circumstances referred to above are not the result of the actions of the landowner. The “L” shaped lot configuration of the subject property does not provide the appropriate area to meet the requirement of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District. The lot dimensions limit the potential development area of the subject property. As such, the petitioner did not create the special conditions and circumstances referenced above.

3. *Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;*

Because of the special conditions and circumstances, the literal application of this provision would effectively deprive the landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship. The literal application of the Code requiring a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District would not allow for a rear access drive around the building. As such, the special conditions and literal enforcement of this provision, would effectively deprive landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship.

4. *The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;*

The variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties as the required solid masonry wall of at least six (6) feet in height is provided within the buffer area, as well as, all required trees and hedges. Granting the variance would not confer any special privilege on the landowner that is denied to other similarly situated properties as other properties are not faced with such significant constraints.

5. *The extent of the Variance is the minimum necessary to allow a reasonable use of the property;*

The variance is the minimum necessary to allow a reasonable use of the property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief from the stringent requirements of the Minimum Landscaping Requirements while preserving the character of the proposed development. The granting of the requested variance to allow for a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line is consistent with the proposed use and is necessary for the reasonable use of the subject property. As such, this is the minimum variance necessary to allow a reasonable use of the property.

6. *The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;*

The general purpose and intent of Section 10-4.4(D)(3)(c)(i), Code of Ordinances, is to protect the residential use from the abutting nonresidential use. This variance is in harmony with the general purpose and intent of this code as all buffer requirements are met with exception to the minimum continuous landscape area depth required. As such, the variance is in harmony with the general purpose and intent of the Code of Ordinances and preserves its spirit.

7. *The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.*

The variance will not adversely affect the health or safety of persons residing or working in the

neighborhood and will not be injurious to property or otherwise be detrimental to the public welfare. The variance will improve conditions in the neighborhood by allowing the development of an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed development will not have any adverse effects on the health and safety of persons residing or working in the neighborhood as adequate buffering has been provided on the subject property, and will not be injurious to property or other improvements. Further, the variance is not otherwise detrimental to the public welfare.

8. *The Variance is consistent with the Comprehensive Plan.*

The variance is consistent with the City's Comprehensive Plan. The "Community Facilities" future land use designation is consistent with the PF (Public Facilities) zoning classification of the subject property. Additionally, the proposed assisted living facility development meets the following goals, policies and objectives of the Future Land Use Element of the City's Comprehensive Plan:

- Goal - The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare
- Policy 1.5 - The City will continue to promote "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.
- Policy 1.10: A special residential facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
- Objective 10: The City will continue to lead by example and implement land use controls which promote 'green practices' and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

It is the opinion of the Director of Community Development that the request for variances meet each of the general variance review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based on the fact that owing to special circumstances or conditions beyond the landowner's control, the literal application of the standards would result in undue and unique hardship to the landowner and the deviation would not be contrary to the public.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The approval of the variance will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

This application also supports Policy 1.4 of the Future Land Use Element of the City of Tamarac Comprehensive Plan that 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.”

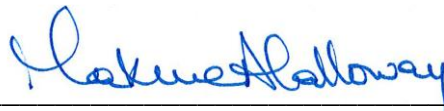
The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request from the requirements of Section 10-4.4(D)(3)(c)(i) of the City’s Code of Ordinances at its September 22, 2021 meeting with the following condition of approval:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care by the City Commission (Case #12-SP-20).

FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 5-0 to forward a favorable recommendation of approval for the proposed variance request from the requirements of Section 10-4.4(D)(3)(c)(i) of the City’s Code of Ordinances to the City Commission at its June 23, 2021 meeting with a condition of approval recommended by staff.

At its June 23, 2021 meeting, the City Commission voted 4-1 to table the item until the next City Commission meeting.



Maxine Calloway
Director of Community Development

Attachments: Board Order Approving Variance - Temp Board Order No. 48
 Variance Narrative/Justification Statement
 Location Map
 Site Plan
 Trip Generation and Parking Statement
 Traffic and Parking Statement Review

MAC:RWJ

Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

Space Above This Line for Processing Data

Space Above This Line for Recording

**BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA**

**HEARING DATE: June 23, 2021
CASE NO. 1-B-21**

IN RE: The Application of: Parkside Memory Care ALF
7501 NW 76 Street, Tamarac, Florida

Property Folio Identification Number: 494103230030

Property Legal Description:

Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County.

BOARD ORDER APPROVING VARIANCE

Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC (the “Applicant”) filed an application with the City of Tamarac (“City”) Department of Community Development seeking approval of the following Variances:

Variance Request: Section 10-4.4(D)(3)(c)(i), Code of Ordinances:

A Variance from Section 10-4.4(D)(3)(c)(i), Land Development Code, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac (“Commission”) has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the “Property”) is located in the (PF), Public Facilities Zoning District.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **June 2, 2021**, and recommend to the City Commission, **APPROVAL OF THE APPLICATION WITH CONDITIONS**.

Following consideration of all testimony and evidence presented at the City Commission hearing on **June 23, 2021**, and pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, the Commission finds as follows:

1. That special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought.
2. The special conditions and circumstances referred to above are not the result of the actions of the landowner.
3. Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner.
4. The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought.
5. The extent of the Variance is the minimum necessary to allow a reasonable use of the property.
6. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit.
7. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.
8. The Variance is consistent with the Comprehensive Plan.

Pursuant to the authority contained in Section 10-5.4 (Q) of the City of Tamarac Code of Ordinances, the Applicants’ request for Variance approval as outlined is hereby **GRANTED** subject to the following condition:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care ALF, Case #12-SP-20, by the City Commission.

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2021, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

By: _____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I hereby certify that on this day, before me, by means of ☒ **physical presence** or ☐ **online** notarization, appeared City Commission, Mayor Michelle J. Gomez, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac (“City”) City Commission, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City Commission.

Sworn to and subscribed before me this _____ day of _____, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

May 3, 2021

Parkside Assisted Living Facility
Variance Narrative/Justification Statement

On behalf of Serena Properties Pembroke Pines, LLC (the “Applicant”), please accept this request for consideration of the proposed variance application. The Applicant is the owner of approximately 2.32 acres of vacant land located at the northeast corner of University Drive and NW 76th Street in the City of Tamarac (“City”). The property can be further identified by Broward County Property Appraiser folio number 494103230030 (the “Subject Property”). The Applicant has submitted a site plan application in connection with this variance application for a proposed Parkside Assisted Living Facility (“Parkside ALF”) that will serve memory care residents only. The Applicant is requesting a variance from the landscape buffer requirements pursuant Section 10-4.4(D)(3)(c)(i) of the City’s Land Development Code (“City Code”) and a parking reduction pursuant to Table 10-4.1 of the City Code as more specifically described below.

- I. **Landscape Buffer.** The site data regulations of the City’s Code require a 25 foot landscape buffer along the east and north sides of the Subject Property that abut R-2 and R-3 residential properties. The Applicant is proposing a variance from the required 25 foot landscape buffer on the east and north sides of the Subject Property, as referenced in Code section 10-4.4(D)(3)(c)(i). The Applicant is proposing a 14 foot landscape buffer to the east and a 13 foot landscape buffer to the north.

- II. **Parking Reduction.** The City Code requires one (1) parking space per 400 square feet for assisted living facilities for a total of 108 spaces for the proposed Parkside ALF. Per the trip generation and parking statement provided by

transportation engineer J. Suzanne Danielson, the Applicant meets the criteria in City Code Section 10-4.3(F)(6)(a) as the proposed use is located within 1,000 feet of a bus or rapid transit stop which allows for the City's Director of Community Development to authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 10-4.1. A fifteen (15) percent reduction reduces the required parking spaces by a total of 16 spaces, bringing the total required parking spaces to 92 spaces. As such, the Applicant is requesting a variance from the parking requirements from Table 10-4.1 to reduce the amount of required parking spaces from 92 parking spaces to 37 parking spaces (35 regular and 2 handicap). Per the parking statement, "37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center." Pursuant to the traffic and parking statement review by TrafTech Engineering, Inc., "we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility."

The requested variances satisfy the review criteria established by the City in Section 5.4(Q)(4)(a) of the Code as set forth below.

- i. **There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard form from which the Variance is sought;**

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The Subject Property is L-shaped configured lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the City's landscape buffer requirements create a unique condition that hinder development of the Subject Property.

b. Parking Variance from Table 10-4.1

- i. The Subject Property lies on an L shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the current parking Code requirements create a unique condition that hinder development of the Subject Property.

ii. **The special conditions and circumstances referred to above are not the result of the actions of the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. The conditions referred to above are not the result of the actions of the Applicant. Due to the unusual L-shape configuration of the Subject Property, it is not feasible to meet the requirements for a 25 foot landscape buffer to the east and northeast as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances will allow the Applicant to develop a currently vacant parcel into an attractive memory care assisted living facility.

b. Parking Variance from Code Table 10-4.1

- i. The conditions referred to above are not the result of the actions of the Applicant. As discussed above, the unusual L-shape configuration of the Subject Property makes it impossible to meet the requirements for 108 parking spaces (92 parking spaces following the fifteen (15) percent reduction) for the proposed Parkside ALF as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances and site plan will allow the Applicant to transform the existing vacant parcel into an aesthetically-pleasing assisted living facility in the community.

iii. **Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. As mentioned above, the Code currently requires a 25 foot landscape buffer between the proposed development and the residential properties located to the east and northeast. The Applicant is proposing a 14 foot landscape buffer to the east and 13 foot landscape buffer to the north. The Subject Property lies on an L-shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection

with the current landscape buffer Code requirement create a unique condition that restricts development of the Subject Property. The Subject Property will be well buffered as shown on the attached plans. In this regard, the literal application of the Code would significantly limit the potential development area of the Subject Property.

b. Parking Variance from Code Table 10-4.1

- i. As mentioned above, the Code requires 108 parking spaces (92 parking spaces after the fifteen (15) percent reduction). The strict and literal implementation of the Code that requires 1 space per 400 square feet of building, would produce a result that is inconsistent with municipal intent as the parking space requirements as set forth in the City Code would create a surplus of parking spaces that would not be utilized even during peak demand.

The proposed Parkside ALF is for memory care residents only. As such, the future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed would only be for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF. In this regard, the literal application of the City Code would significantly limit the potential development area of the Subject Property.

iv. **The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;**

- a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Granting of the proposed landscape buffer variance will not confer any special privilege to the Applicant, and will only allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- b. Parking Variance from Code Table 10-4.1
 - i. Granting of the proposed parking reduction will not confer any special privilege to the Applicant, and will only serve to allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- v. **The extent of the Variance is the minimum necessary to allow a reasonable use of the property;**
 - a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)
 - i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 14 foot landscape buffer to the east and 13 foot landscape buffer to the north is consistent with the neighboring landscape buffers, is necessary for the reasonable use of the

Subject Property and the variance requested is the minimum variance to accomplish this purpose. The requested variance to allow for a 14 foot landscape buffer along the eastern property line and 13 foot landscape buffer along the northern property line is the minimum necessary to allow a reasonable use of the Subject Property and will afford a consistent and contiguous appearance while also providing screening and buffering.

b. Parking Variance from Code Table 10-4.1

- i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 37 parking spaces is consistent with the proposed use of the property and is necessary for the reasonable use of the Subject Property. The variance requested is the minimum variance to accomplish this purpose and is the minimum necessary to allow a reasonable use of the Subject Property. As indicated in the trip generation and parking statement, “the number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center.” The proposed Parkside ALF is for memory care residents only. As such, future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed are for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF.

vi. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Approval of the variance will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The site plan application reflects significant landscaping and buffering proposed along the eastern and northern property lines.

b. Parking Variance from Code Table 10-4.1

- i. Approval of the variances will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The Applicant is proposing an appropriate parking space count that would adequately serves the proposed development of the Subject Property and the proposed use.

vii. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an

attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

b. Parking Variance from Table 10-4.1

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

viii. The Variance is consistent with the Comprehensive Plan.

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City's Comprehensive Plan. The proposed variances, along with the recently submitted site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City's Future Land use Element of the Comprehensive Plan.
 - GOAL – The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.
 - Objective 1 – The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
 - Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities,

for a variety of lifestyles.

- Objective 10 – The City will continue to lead by example and implement land use controls which promote ‘green practices’ and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

b. Parking Variance from Table 10-4.1

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City’s Comprehensive Plan. The proposed variances, along with the site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City’s Future Land use Element of the Comprehensive Plan.
 - GOAL – The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.
 - Objective 1 – The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a

family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- Objective 10 – The City will continue to lead by example and implement land use controls which promote ‘green practices’ and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

The requested variances are consistent with the standards of granting a variance as set forth by the City in Section 10-5.4(Q)(4)(a) of the City Code. The Applicant has demonstrated that 1) there are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the variance is sought, that do not generally apply to other property subject to the standard form from which the variance is sought; 2) the special conditions and circumstances referred to above are not the result of the actions of the landowner; 3) because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the variance is sought, and would result in unnecessary and undue hardship on the landowner; 4) the Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought; 5) the extent of the variance is the minimum necessary to allow a reasonable use of the property; 6) the variance is in harmony with the general purpose and intent of this Code and preserves its spirit; (7) the

variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and (8) the variance is consistent with the Comprehensive Plan.

The Applicant respectfully requests the City grant the requested variances. Please contact me at (954) 527-2443 should you have any questions related to this request.

Case No. 1-FLX-21, 1-B-21, & 12-SP-20

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

K:\PROJECTS\20-xxx\20-4010\dwg\4010sp.dwg
PLOT DATE: 5/4/2021 5:18:54 PM BY: Andy Venneman
LAYOUT: [C1]

APPLICABLE CODE REFERENCES:			
JURISDICTION	CITY OF TAMARAC		
ADDRESS	7501 NW 76th STREET, TAMARAC, FL 33321		
ZONING	PF - PUBLIC FACILITY		
LAND USE	VACANT		

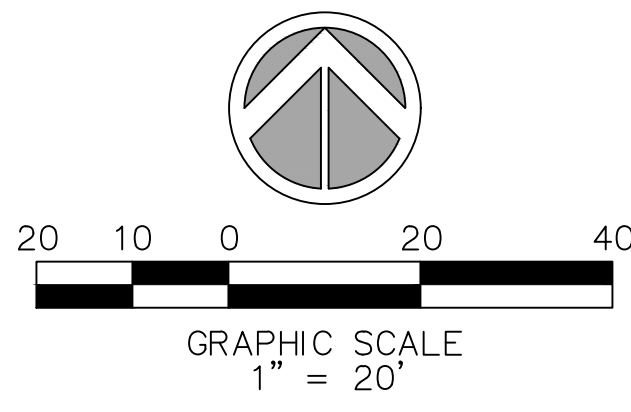
SITE DATA			
	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
PERVIOUS:			
GREEN	38180	0.88 AC.	37.7%
IMPERVIOUS:			
PAVEMENT & SIDEWALK	39472	0.91 AC.	38.9%
BUILDING AREA	23,725	0.54 AC.	23.4%
TOTAL SITE AREA	101,377	2.33 AC.	100.0%

SETBACKS	REQUIRED	PROVIDED
FRONT (UNIVERSITY DR)	30'	153.56'
FRONT (NW 76TH ST)	30'	53.59'
SIDE (NORTH)	30'	33.52'
SIDE (EAST)	30'	49.9'

PARKING CALCULATION: TABLE 10-4.1 GROUP LIVING: 1 SPACE/400 S.F.	
REQUIRED PARKING	108 SPACES
REDUCED PARKING DEMAND STRATEGY (SECTION 10-4.3):	
TRANSIT ACCESSIBILITY: 15% REDUCTION (WITHIN 1000' OF A BUS STOP)	16 SPACES REDUCTION
TOTAL PARKING REQUIRED	92 SPACES
PROVIDED PARKING	
TOTAL PARKING PROVIDED (35 REGULAR & 2 A.D.A.)	37 SPACES
BICYCLE PARKING:	
REQUIRED: 4 BIKE PARKING/10 SPACES OR 20 BIKE RACKS	
PROVIDED: 20 BICYCLE PARKING	
LOADING	
REQUIRED LOADING: LESS THAN 50,000 S.F.	1 SPACE
PROVIDED LOADING: 12' X 25'	1 SPACE

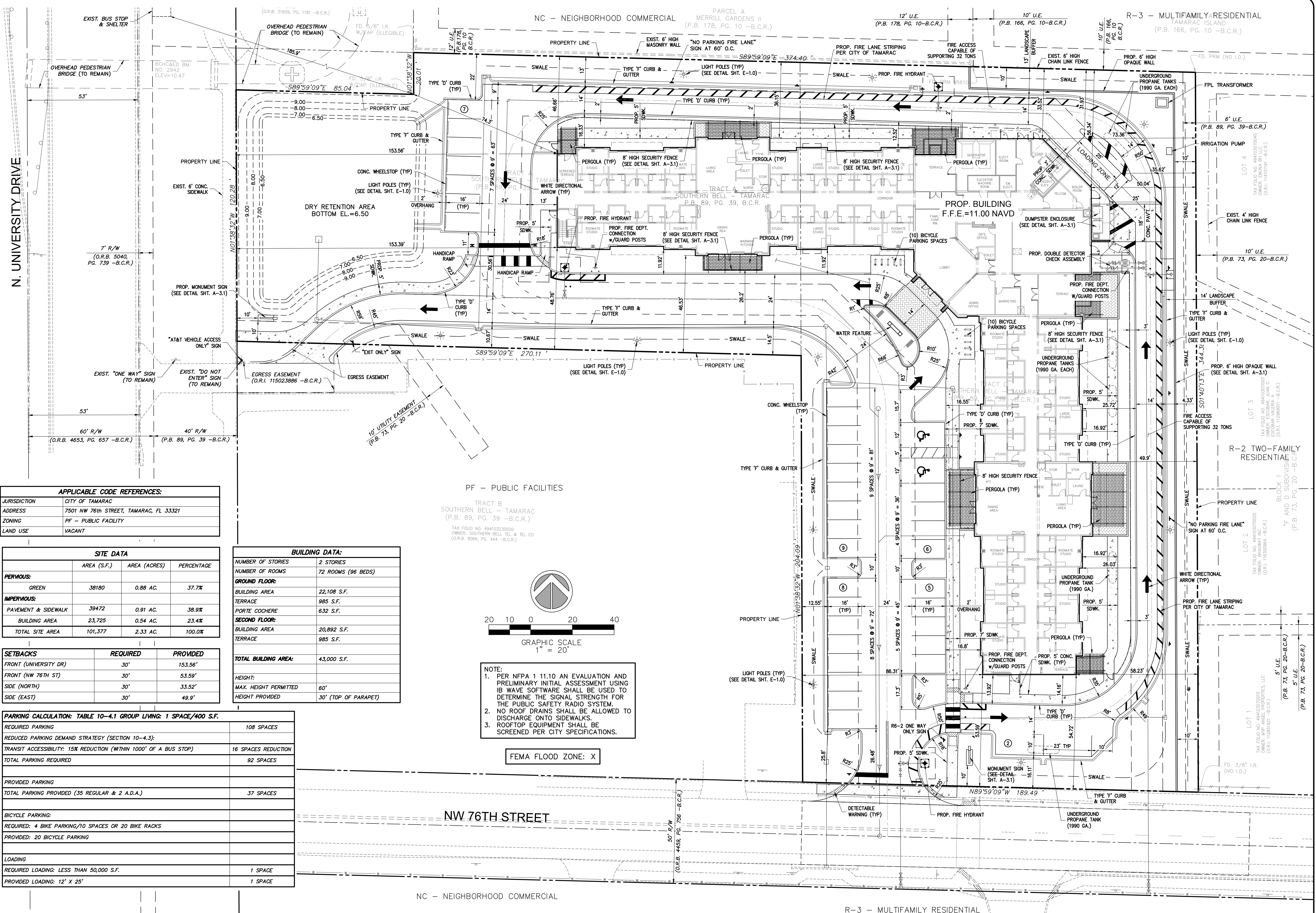
BUILDING DATA:	
NUMBER OF STORIES	2 STORIES
NUMBER OF ROOMS	72 ROOMS (96 BEDS)
GROUND FLOOR:	
BUILDING AREA	22,108 S.F.
TERRACE	985 S.F.
PORTE COCHERE	632 S.F.
SECOND FLOOR:	
BUILDING AREA	20,892 S.F.
TERRACE	985 S.F.
TOTAL BUILDING AREA:	43,000 S.F.
HEIGHT:	
MAX. HEIGHT PERMITTED	60'
HEIGHT PROVIDED	30' (TOP OF PARAPET)

PF - PUBLIC FACILITIES
TRACT B
SOUTHERN BELL - TAMARAC
(P.B. 89, PG. 39 -B.C.R.)
TAX FOLD NO. 494103230200
OWNER: SOUTHERN BELL TEL & TEL CO
(O.R.B. 8066, PG. 444 -B.C.R.)



- NOTE:
- PER NFPA 1 11.10 AN EVALUATION AND PRELIMINARY INITIAL ASSESSMENT USING IB WAVE SOFTWARE SHALL BE USED TO DETERMINE THE SIGNAL STRENGTH FOR THE PUBLIC SAFETY RADIO SYSTEM.
 - NO ROOF DRAINS SHALL BE ALLOWED TO DISCHARGE ONTO SIDEWALKS.
 - ROOFTOP EQUIPMENT SHALL BE SCREENED PER CITY SPECIFICATIONS.

FEMA FLOOD ZONE: X



REVISIONS	
NO.	DESCRIPTION

PARKSIDES ALF MEMORY CARE

FLORIDA

TAMARAC

SITE PLAN

DATE: JULY 2020
SCALE: 1" = 20'
DESIGNED BY: C.R.L.
DRAWN BY: A.E.V.
JOB #: 20-4010

CLIFFORD R. LOUTAN
P.E.
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: May 4, 2021

This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SHEET No.
C1

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com

Sun-Tech Engineering, Inc.
Engineers - Planners - Surveyors

STE

Certificate of Auth. #00707LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

January 20, 2021

Ms. Seema Lakhani
Serena Properties Pembroke Pines, LLC
18201 SW 52 Court
Southwest Ranches, FL 33331

**Re: Parkside ALF Memory Care - Tamarac, Florida
Trip Generation and Parking Statement**

Dear Ms. Lakhani:

Pursuant to your request, Daniels Consulting Engineers, Inc. (DC Engineers, Inc.) has prepared this trip generation and parking statement specific to development of a 43,000 square foot, 96-bed assisted living facility (ALF) and memory care center to be constructed at 7620 N. University Drive (SR 817) (along the east side of N. University Drive north of NW 76 Street) within municipal limits of the City of Tamarac, Florida. Figure 1 shows the location of the project site and a current site plan is included as Attachment A.

The following is a summary of our findings.

Trip Generation

Estimates of trip generation were determined using rates and formulae published in the Institute of Transportation Engineers (ITE) report *Trip Generation* (10th Edition). Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates for the proposed land use are as follows:

Assisted Living - ITE Land Use #254

- Weekday: $T = 2.60(X)$ (50% in/50% out)
where T = number of trips, X = beds
- AM Peak Hour: $T = 0.19(X)$ (63% in/37% out)
- PM Peak Hour: $T = 0.26(X)$ (38% in/62% out)

Table 1, attached, summarizes trip generation results for the proposed ALF and memory care center. As shown in Table 1, the proposed development is expected to generate 250 vehicle trips per day (vpd) with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

It is estimated that these vehicle trips will traverse the project driveways as shown in Figure 2, attached. A two (2)-way, two (2)-lane driveway is proposed along NW 76 Street and a one (1)-lane, one (1)-way (exit only) driveway is proposed within an existing access easement along N. University Drive. The one (1)-way exit only driveway is in use today by the existing Southern Bell facility located south and west of the project site.

Parking Requirement

According to requirements of the City of Tamarac Code of Ordinances (Table 10-4.1), the ALF and memory care center proposed should provide 81 parking spaces as shown below.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	43,000 sf/96 beds	1/400 sf ⁽¹⁾	108
Transit Accessibility ⁽²⁾			-16
Eligible Alternatives ⁽³⁾			-11
Total			81

(1) Code rate reflected – Group Living.

(2) 15% reduction - within 1000' of a bus stop.

(3) 10% reduction. Van service etc.

The site plan included as attachment A shows that 37 parking spaces are proposed to be located on site.

ITE Parking Rate

Historical data published by the Institute of Transportation Engineers (ITE) in the document *Parking Generation* (5th Edition) has been considered in place of rates provided by the City's Code. We have examined the peak period parking demand under two (2) different variables: number of beds and 1,000 square feet gross floor area (gfa). The table below shows that the average rate of 0.39 parking spaces per bed yields a demand of 37 parking spaces and the average rate of 0.72 parking spaces per 1,000 square feet gross floor area yields 31 spaces. Attachment B includes applicable pages from the ITE document.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	96 beds	0.39/bed	37
	43,000 sf	0.72/1,000 gfa	31

(1) ITE rate reflected – LUC 254 Assisted Living

Parking at Comparable Site

Wickshire Tamarac (formerly Atria Tamarac), located at 7650 N. University Drive in Tamarac, is a 79,529 square foot assisted living and memory care center located just north of the project site. As requested during our methodology meeting with City staff (held on Tuesday January 5, 2021), the number of parking spaces provided at this site were noted during a field review. The 55 parking spaces observed yield a parking supply rate of one (1) space per 1,446 square feet which is comparable to that proposed: one (1) space per 1,162 sf.

Conclusions

As shown in Table 1, the proposed Parkside ALF and memory care facility is expected to generate 250 vpd with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

DC ENGINEERS, INC.

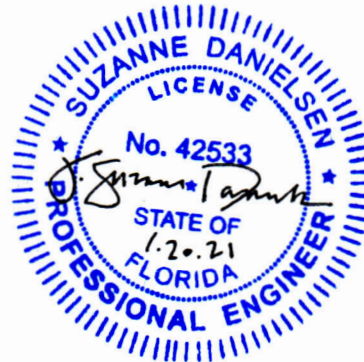
Although the City's Code requires 81 parking spaces as demonstrated above, review of parking generation rates published within ITE's document *Parking Generation* (5th Edition) shows that 37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center. The 37 parking spaces proposed are, therefore, expected to adequately accommodate the anticipated parking demand of the Parkside ALF and memory care center.

Of course, please call or email with any questions you may have.

DANIELSEN CONSULTING ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 3202

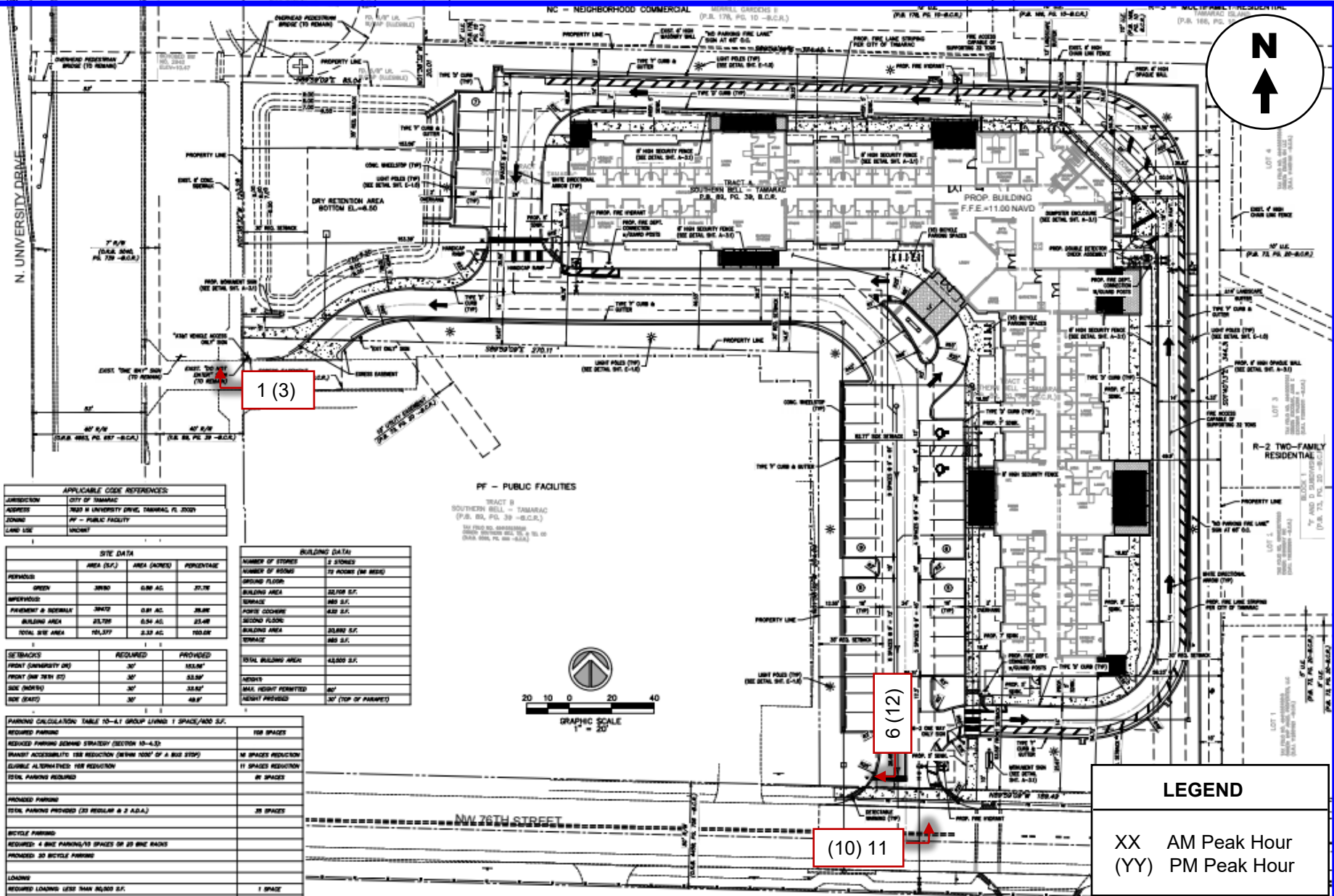


Table 1: Trip Generation Summary Proposed Use

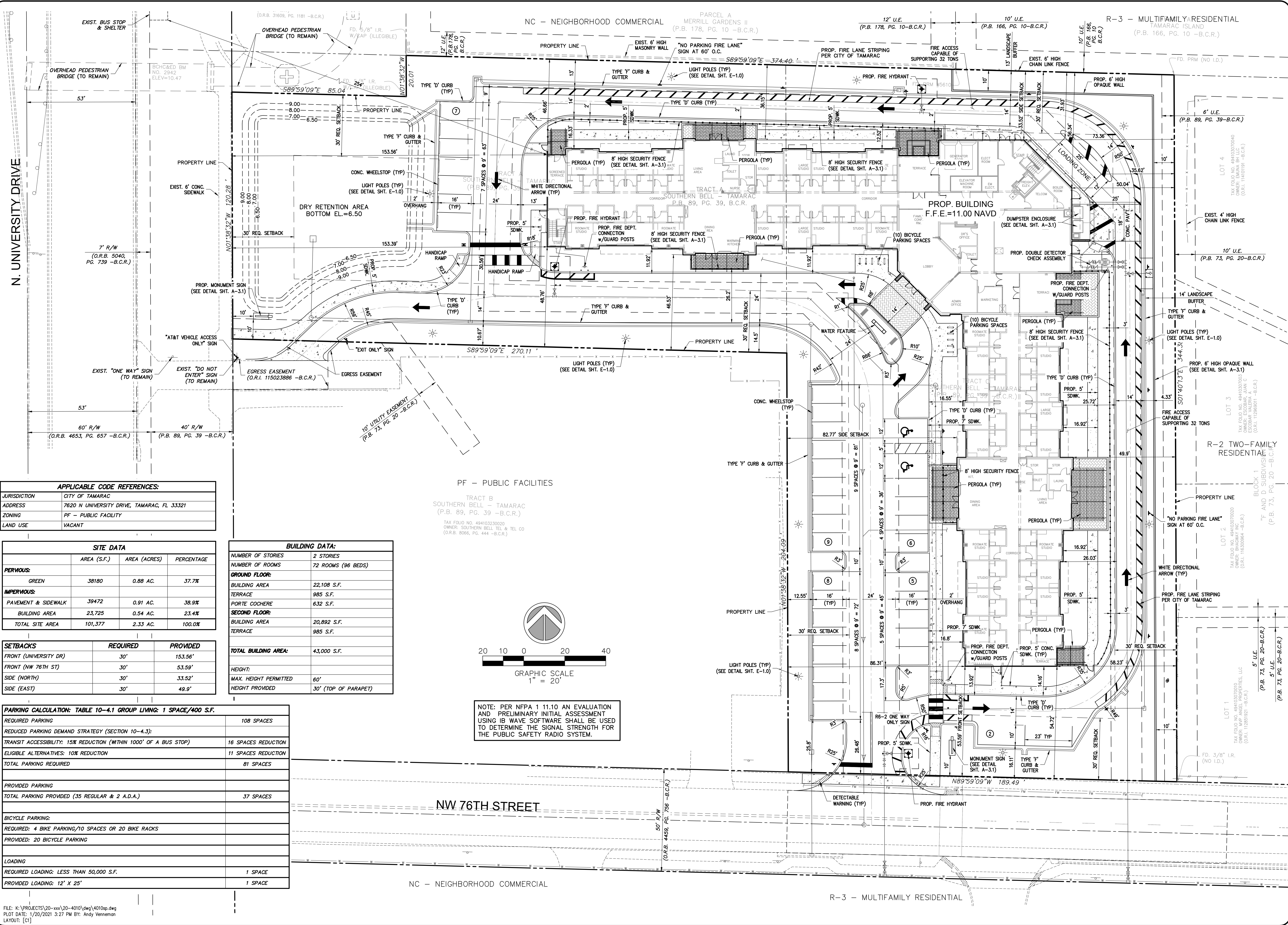
Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
Assisted Living (LUC 254)	96	beds	18	11	7	25	10	15	250
Subtotal			18	11	7	25	10	15	250
Net New Trips			18	11	7	25	10	15	250

Source: ITE Trip Generation Manual (10th Edition)

ATTACHMENT A

Site Plan

K:\PROJECTS\20-4010\dwg\4010sp.dwg, C:\2020\2021\12\11\PM, 11, Sun-Tech Engineering, Inc. (A/E/V), Sun-Tech Engineering, Inc. (A/E/V)



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com
Certificate of Auth. #7097LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

STE
Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

REVISIONS	
NO.	DESCRIPTION

PARKSIDE ALF MEMORY CARE
TAMARAC

FLORIDA

DATE: JULY 2020
SCALE: 1" = 20'
DESIGNED BY: C.R.L.
DRAWN BY: A.E.V.
JOB #: 20-4010

CLIFFORD R. LOUTAN
PROFESSIONAL ENGINEER
No. 56890
STATE OF FLORIDA

DATE: January 20, 2021
This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
Printed copies of this document are
not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

ATTACHMENT B

LUC 254

Assisted Living (254)

Peak Period Parking Demand vs: Beds

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

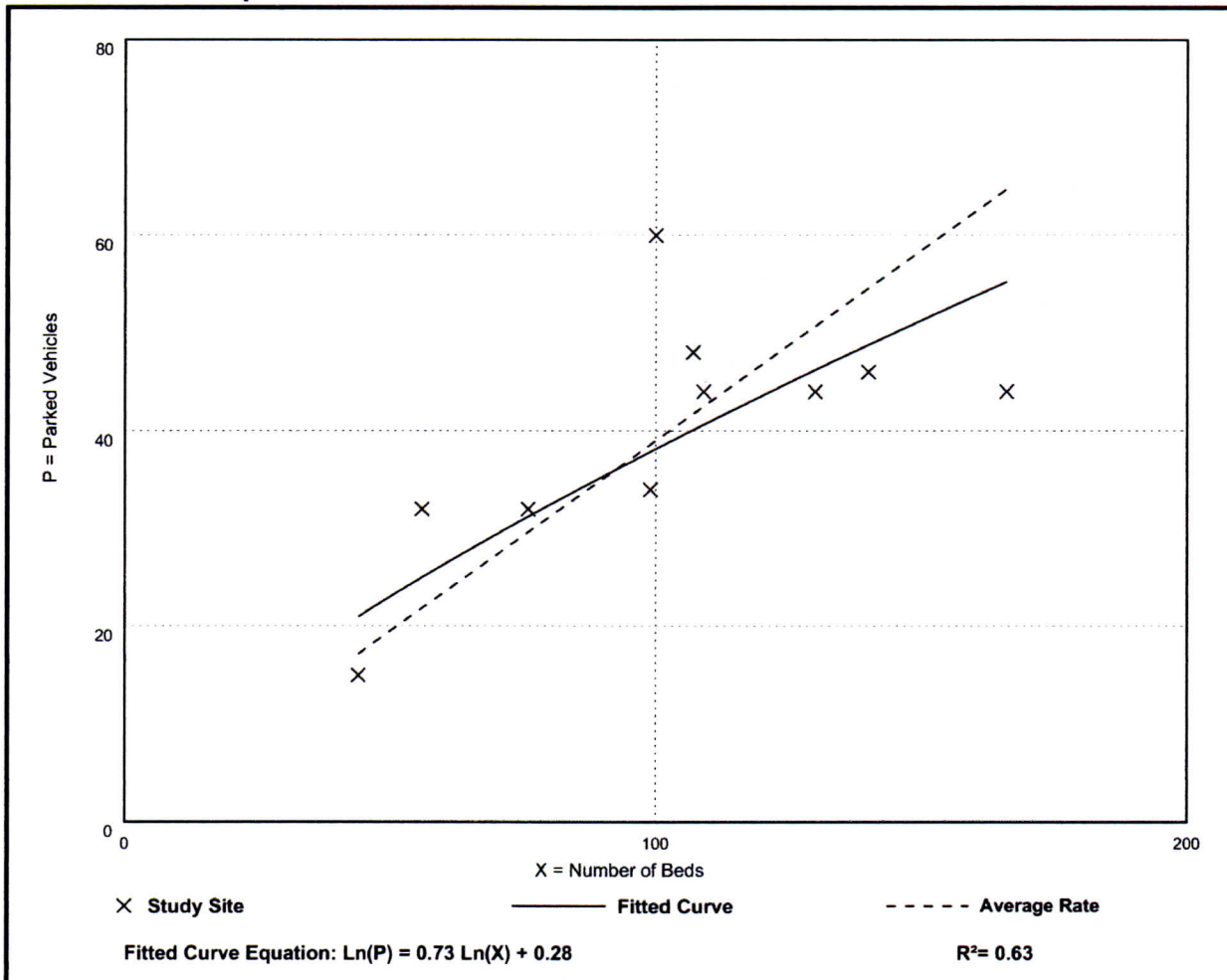
Number of Studies: 10

Avg. Num. of Beds: 103

Peak Period Parking Demand per Bed

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.39	0.27 - 0.60	0.34 / 0.58	***	0.11 (28%)

Data Plot and Equation



Assisted Living (254)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

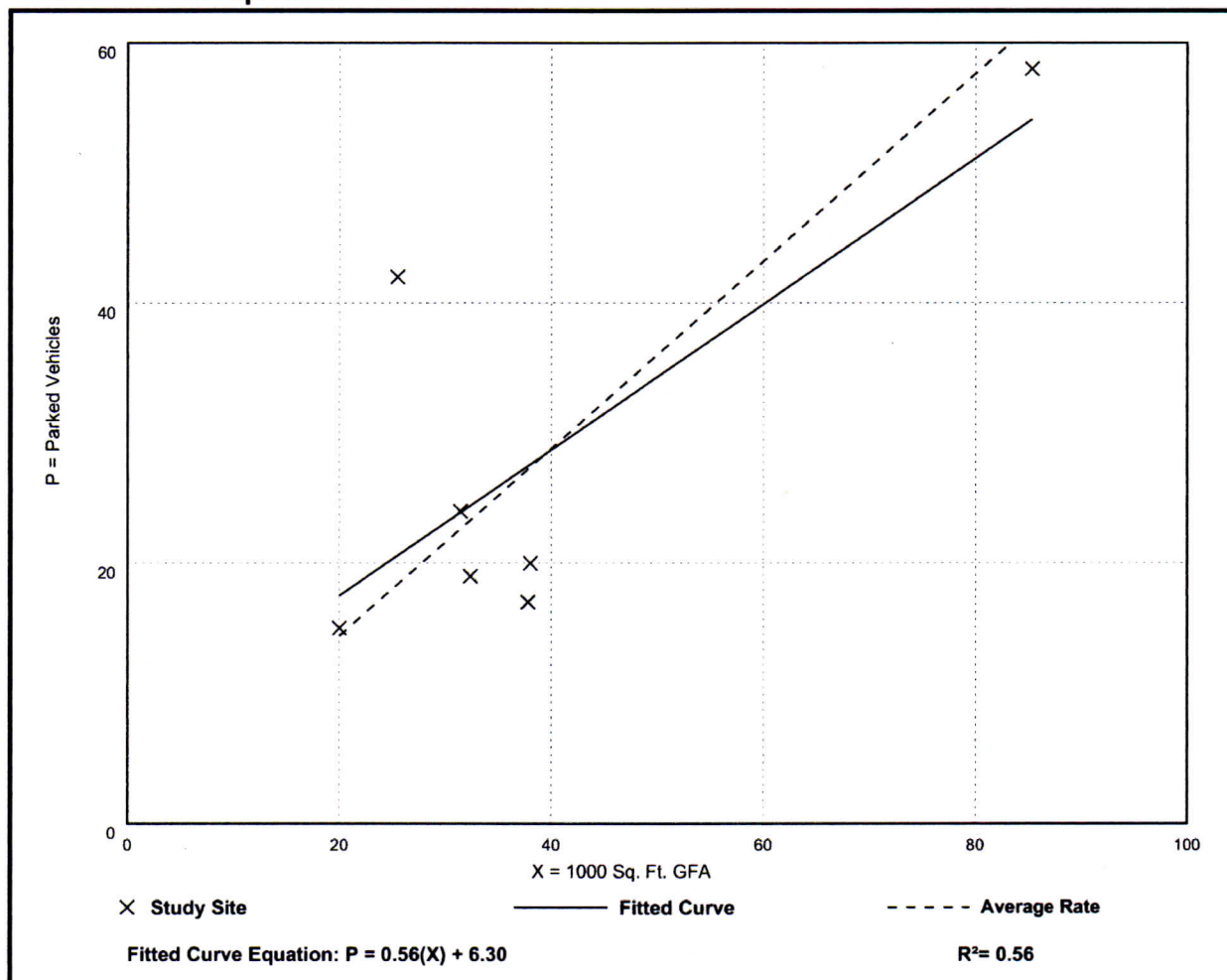
Number of Studies: 7

Avg. 1000 Sq. Ft. GFA: 39

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.72	0.45 - 1.65	0.56 / 1.47	***	0.34 (47%)

Data Plot and Equation



March 12, 2021

Mr. Robert W. Johnson, III
Senior Planner
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

**Re: Parkside ALF Memory Care
Traffic & Parking Statement Review**

Dear Rob:

Traf Tech Engineering, Inc. has reviewed the traffic and parking statement in connection with the proposed Parkside ALF Memory Care facility to be located in the City of Tamarac. The subject site is located generally in the northeast quadrant of the intersection at NW 76th Street and University Drive. The subject property is currently vacant. The referenced traffic and parking statement was prepared by DC Engineers, Inc. and is dated January 20, 2021. Our comments relative to this statement are as follows:

- We have reviewed the trip generation calculations and concur with the results.
- According to the calculations presented in the subject statement, this facility with 96 beds / 43,000 square feet requires 81 parking spaces per City Code. The proposed site plan includes 37 parking spaces. The Applicant has presented parking generation data published by the Institute of Transportation Engineers (ITE) that supports the adequacy of the proposed parking supply. Parking data collected at a similar assisted living facility located immediately north of the subject site also indicates that the proposed parking supply will be adequate. Based upon this information, we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility.

We have no additional comments on the traffic and parking statement at this time. If you have any questions, please do not hesitate to contact us.

Sincerely,

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer



Title - TR13618 - Parkside Memory Care Major Revised Site Plan

A Resolution of the City Commission of the City of Tamarac, Florida, granting Site Plan Approval (Major) with conditions to allow for the development of a new two (2) story assisted living facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, southern Bell-Tamarac, according to the plat thereof, as recorded in plat book 89, page 39, of the public records of Broward County) (Case No. 12-SP-20); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care MRSP Memo 12-SP-20	9/13/2021	Cover Memo
2 - Temporary Resolution No 13618	6/7/2021	Resolution
3- Project Narrative and Justification Letter	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - City of Tamarac - Allocation of Bonus Sleeping Rooms Parkside Memory Care ALF	6/7/2021	Backup Material
6 - Site Plan	6/7/2021	Backup Material
7 - Ground Floor Plan	6/7/2021	Backup Material
8 - Exterior Features Plan	6/7/2021	Backup Material
9 - Second Floor Plan	6/7/2021	Backup Material
10 - WASTE MANAGEMENT LETTER	6/7/2021	Backup Material
11 - Trip Generation and Parking Statement	6/7/2021	Backup Material
12 - Traffic and Parking Statement Review	6/7/2021	Backup Material
13 - Site Landscape Plan	6/7/2021	Backup Material
14 - Exterior Elevations	6/7/2021	Backup Material
15 - Architectural Rendering	6/7/2021	Backup Material
16 - City Architectural Review	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-09-006M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn
Interim City Manager

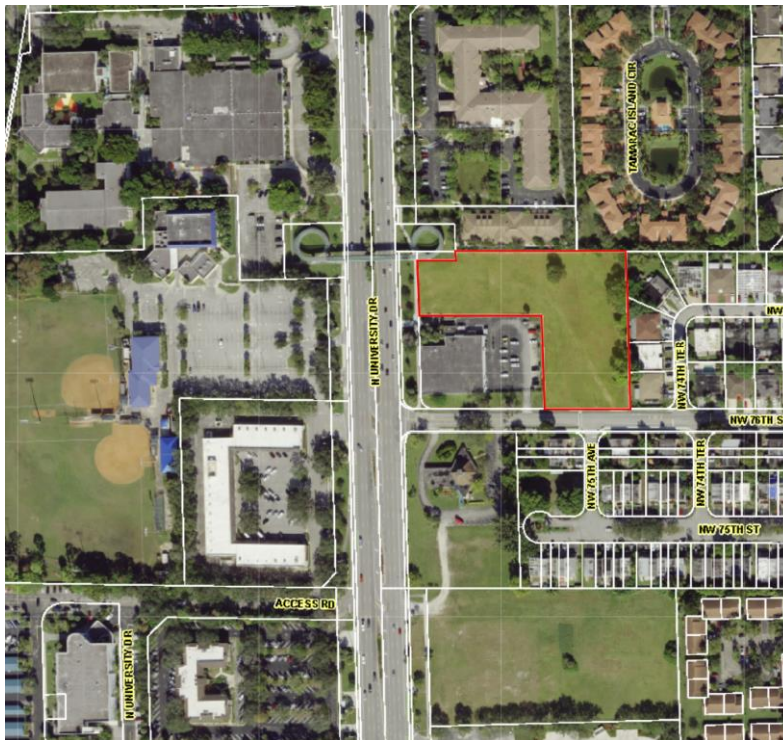
FROM: Maxine A. Calloway,
Director of Community Development

DATE: September 9, 2021

RE: Parkside Memory Care ALF – Site Plan Approval (Major)
TEMP RESOLUTION NO. 13618; CASE#:12-SP-20; MF#:02-18;

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms to the City Commission at its September 22, 2021 meeting with conditions of approval (see attached Temporary Resolution No. 13618).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms (see attached Project Narrative and Justification Letter).



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T

City Manager
Parkside Memory Care ALF – Site Plan Approval (Major)
12-SP-20 – Temp Resolution No. 13618
September 9, 2021 – Page 2

property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North: Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East: F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: On July 11, 2018, the subject property was rezoned from B-1 (Neighborhood Business District) to Public Facilities (PF) pursuant to the City-wide rezoning and revised Land Development Code adoption by the City Commission.

On August 22, 2018, a small scale local land use plan amendment was approved by the City Commission which changed the future land use designation of the subject property from “Utilities” to “Community Facilities”. The previous future land use designation of “Utilities” allowed for utilities, ancillary uses, recreation, non-residential agriculture, and communication facilities but did not allow for special residential facilities. The “Community Facilities” future land use designation allowed for community facilities and special residential facilities such as an assisted living facility.

The small scale local land use plan amendment provided a future land use designation consistent with the zoning of the subject property to allow for the development of an assisted living facility as a Special Residential Facility, Category (3). A Special Residential Facility, Category (3), is defined by the Broward County Land Use Plan as: (a) Any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or (b) Any housing facility licensed by the State of Florida for more than eight (8) unrelated elderly individuals; or (c) Governmentally subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly of harm to themselves or others; or (d) Any not-for-profit housing facility for unrelated elderly individuals; or (e) Any housing facility which provides a life-care environment.

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The small scale local land use plan amendment only required approval from the City Commission and did not require evaluation by reviewing agencies defined in Florida Statutes 163.3184(1)(c) as the proposed amendment involved fewer than ten (10) acres, did not involve a text change to the City's Comprehensive Plan, and was not located within an area of critical state concern. Also, the proposed small scale local land use plan amendment did not require an amendment to the Broward County Land Use Plan as the subject property was designated "Community" on the Broward County Land Use Plan Map.

The City of Tamarac future land use designation of "Community Facilities" is consistent with the "Community" Broward County Land Use Plan designation which permits Special Residential Facilities.

ANALYSIS: The applicant is requesting Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms. The proposed Assisted Living Facility is defined as a Special Residential Facility, Category (3), by the Broward County Land Use Plan. Special Residential Facilities as defined by the Broward County Land Use Plan are permitted in the "Community" Broward County Land Use designation.

Pursuant to the Broward County Land Use Plan, Special Residential Facilities are subject to the Special Residential Facilities provisions and allocation of redevelopment, flexibility, or bonus sleeping rooms. The Broward County Land Use Plan allows local governments to permit a maximum of one hundred (100) "bonus" sleeping rooms, that are permanently dedicated to Special Residential use without allocating density. The Administrative Rules Document: Broward County Land Use Plan then allows local governments to utilize the Special Residential Facilities provisions of the Broward County Land Use Plan regardless of whether such provisions are incorporated within the certified local land use plans. The Special Residential Facilities provisions of the Broward County Land Use Plan shall be utilized as the Special Residential Facilities provisions of the Broward County Land Use Plan have not been incorporated into the City of Tamarac Comprehensive Plan.

Accompanying this petition is a request for the allocation of seventy-two (72) Bonus Sleeping Rooms to allow for the proposed Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms. Pursuant to the Administrative Rules Document: Broward County Land Use Plan, written approval from the Broward County Planning Council Executive Director is required prior to approval by a local government for special residential facilities projects involving allocation of all or a portion of the one hundred (100) bonus sleeping rooms for which the local government does not have to assign density. Approval of the allocation of seventy-two (72) Bonus Sleeping Rooms was received from the Broward County Planning Council Executive Director, Barbara Blake Boy, on May 19, 2021 (see attached City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email).

The proposed assisted living facility will feature a new two (2) story building containing ninety-six (96) beds within seventy-two (72) rooms (see attached Site Plan). The assisted living facility building is proposed at 43,000 square feet in gross floor area and is organized around a centrally located administrative hub that distributes the memory care program into four (4) self-contained "neighborhoods". Each individual "neighborhood" consists of eighteen (18) rooms containing twenty-four (24) beds and a shared living, dining, and recreation area (see attached Ground Floor Plan).

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Three (3) types of rooms are available within the four (4) self-contained “neighborhoods”. A single occupant studio room is provided at two hundred and twenty-five (225) square feet in area, a single occupant large studio room is provided at two hundred and fifty (250) square feet in area, and a dual occupant roommate studio room is provided at two hundred and seventy (270) square feet in area. All room types contain private individual accessible bathrooms.

The common areas within each “neighborhood” contain seating for all residents, televisions, two (2) computer stations for virtual communications, a kitchen that is supplied from the central main kitchen, community tables, and access to terraces. Walkway areas in the rear of the building will connect to the outdoor terraces. The walkway areas will be protected by a decorative aluminum picket fence finished in anodized bronze to restrict residents to the outdoor terraces and rear walkway. Screened terraces will be provided on both floors and landscape gardens will be provided within the outdoor terraces on the ground floor (see attached Exterior Features Plan).

All clothing is washed in laundry rooms within each neighborhood and each neighborhood has a central nurse's desk for 24-hour supervision. Trash from the second floor will be disposed through a chute that is located in a separate trash room and routed down to the containers within the dumpster enclosure adjacent to the rear of the buildings (see attached Second Floor Plan). The dumpster enclosure will contain two (2) 3-yard trash containers and one (1) 96-gallon recycling container that will be serviced two (2) times a week and will be concealed by solid opaque gates. The location and design of the dumpster enclosure was approved by the City's Solid Waste Provider, Waste Management, however, the trash containers will need to be manually rolled out of the dumpster enclosure to be serviced (see attached Waste Management Letter). It has been verified that the locations of the rolled out dumpsters will not obstruct the rear access drive nor the access to the loading zone.

The facility will be staffed by administrators, marketing representatives, nurses, doctors, nursing assistants, a chef with assistants, housekeeping and maintenance persons. The daily shift time for administration, kitchen staff and doctors is generally 9:00 a.m. to 5:00 p.m. and consists of eight (8) persons. The staff for the neighborhoods will work in three (3) shifts. The first shift is from 7:00 a.m. to 3:00 p.m. and will consist of sixteen (16) staff persons. The second shift is from 3:00 p.m. to 11:00 p.m. and will consist of twelve (12) staff persons. The third shift is from 11:00 pm to 7:00 a.m. and will consist of five (5) staff persons. Based on a similar facility owned by the applicant, eighty (80) percent of the staff comes in their own vehicle requiring a parking space. This calculates to a maximum parking load of nineteen (19) to twenty (20) occupied parking spaces during peak staffed times.

Vehicle access to the assisted living facility is being provided by an ingress/egress from NW 76 Street that allows for full turning movements on NW 76 Street. An egress only access onto N University Drive is provided by a shared egress easement located on the adjacent AT&T Telecommunications property to the south. A porte-cochere is provided in front of the building to provide protection from the elements for the loading and unloading of residents to the assisted living facility and a loading zone is provided in the rear of the building to allow for deliveries into the facility. The porte-cochere will be highlighted by a water feature in front of the building. The design of the water feature will be finalized during the building permit process.

Pedestrian access to the assisted living facility is being provided by sidewalks from NW 76 Street and from N University Drive. Additionally, a bus stop containing a complete bus shelter on N University Drive is located within approximately three (300) feet of the sidewalk accessing N University Drive from the

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subject property. Finally, the subject property is located adjacent to the south of the pedestrian bridge that crosses N University Drive.

A two-way drive is provided in the front of the building to access the parking spaces and porte-cochere, and a one-way drive is provided around the rear of the building to access the remainder of the parking spaces and the loading zone. Thirty-seven (37) parking spaces are proposed to support the seventy-two (72) room assisted living facility where ninety-two (92) parking spaces are required based on the minimum parking requirement of one (1) parking space per four hundred (400) square feet of net floor area and utilizing a fifteen (15) percent reduction of required parking spaces due to the proximity of the bus stop on N University Drive. Accompanying this request, is an application for variance to allow for a minimum parking required of thirty-seven (37) parking spaces in lieu of a minimum of ninety (92) parking spaces.

A Trip Generation and Parking Statement, prepared by DC Engineers, Inc., was submitted by the applicant (see attached Trip Generation and Parking Statement). The statement estimated project trip generation rates and examined the peak parking demand using Institute of Transportation Engineers trip generation and parking demand formulas. The Trip Generation and Parking Statement concludes that the proposed assisted living facility is expected to produce two hundred and fifty (250) vehicle trips per day with eighteen (18) trips occurring during the AM peak hour (11 inbound and 7 outbound) and twenty-five (25) trips occurring during the PM peak hour (10 inbound and 15 outbound). The analysis conclusion continues by stating that thirty-seven (37) parking spaces proposed are expected to adequately accommodate the anticipated parking demand of the Parkside Memory Care ALF.

The Trip Generation and Parking Statement was reviewed by the City's Traffic Consultant, Traf Tech (see attached Traffic and Parking Statement Review). The City's Traffic Consultant reviewed the trip generation calculations and concurred with the results of the statement. Furthermore, the City's Traffic Consultant concurred that the proposed parking supply should be adequate to meet the anticipated parking demand.

Two hundred and six (206) trees consisting of one hundred and thirty-one (131) shade trees, six (6) palm trees, and sixty-nine (69) small trees will be planted throughout the development (see attached Site Landscape Plan). Proposed shade trees include Red Maple, Gumbo Limbo, Brazilian Beautyleaf, Pigeon Plum, Green Buttonwood, Wild Tamarind, Slash Pine, Live Oak, Pink Tabebuias, and Bald Cypress trees. Proposed palms trees include Royal Palms, and proposed small trees include Small Leaf Clusia, Silver Buttonwood, Orange Geiger, Dahoon Holly, Queen's Crepe Myrtle, "Blanchard" Magnolia, and Simpson's Stopper trees. Additionally, one thousand four hundred and forty-three (1,443) shrubs will be planted within the development.

The subject property abuts a residential district along a portion of the north property line and along the east property line. Properties that directly abut or are directly across from any public right-of-way, canal, other water body, or any other separator from any residential district are required to provide a buffer area on the nonresidential plot. The buffer area is required at a minimum continuous depth of twenty-five (25) feet of landscaped area. A buffer area with a minimum continuous depth of thirteen (13) feet of landscape area is proposed along a portion of the north property line and fourteen (14) feet of landscape area is proposed along the east property line prompting the request for additional variance.

The assisted living facility building is provided at two (2) floors at a maximum height thirty-two (32) feet

and nine (9) inches in height to the top of the highest parapet where a maximum height of sixty (60) feet is permitted in the PF (Public Facilities) Zoning District (see attached Exterior Elevations). The building features a sand finished stucco exterior painted stone, gold, and white in color with foothill painted accent colors. A stone veneer will highlight the front building entry and wood screens and wood veneers will accent the building ends (see attached Architectural Rendering). Aluminum pergolas finished in anodized bronze are proposed over all outside terraces located on the ground floor and windows will be provided on all sides of the building. Additionally, aluminum canopies finished in an anodized bronze are proposed over windows on both floors.

An architectural review of the elevations and color rendering of the proposed assisted living facility building, along with other needed architectural drawings, were reviewed by the City's Architectural Consultant, CPZ Architects, Inc., in an effort to enhance sustainability and visual appearance within the City (see attached City Architectural Review). The architectural consultant review confirmed that all site and building design requirements are satisfied including general building design standards that foster high-quality, attractive, and sustainable development. The general building design standards include four-sided architectural design, shaded sidewalks, sustainable design, horizontal and vertical articulation, façade transparency, and pedestrian designed primary building entrance and amenity requirements.

Section 10-5.4(H)(6), Code of Ordinances, identifies site plan approval standards to be determined by the City Commission to approve the request. These site plan approval standards and the responses to each standard, as it applies to the subject petition, are shown below.

Site Plan Approval Standards

(a) Will be consistent with the Comprehensive Plan;

The proposed site plan will be consistent with the Comprehensive Plan. Specifically, the site meets the following goal and policies of the Future Land Use Element of the Comprehensive Plan:

Goal: The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.

Objective 1: The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.

Policy 1.5: The City will continue to promote "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.

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 1.10: A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for

unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

Objective 4: The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.

Policy 9.3: The City's Land Development Code shall protect, whenever possible, existing and planned residential areas, including single family neighborhoods, from disruptive land uses and nuisances.

Policy 9.6: The City of Tamarac development review permits shall be consistent with the "Development Review Requirements" section of the Broward County Land Use Plan.

Objective 10: The City will continue to lead by example and implement land use controls which promote 'green practices' and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

(b) Will comply with applicable district, use, and development standards; and

The subject property is located in the PF (Public Facilities) zoning district and the proposed assisted living facility is permitted within the PF (Public Facilities) zoning district. The applicant has submitted a petition for Site Plan Approval (Major) to allow for the construction of a two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms. The proposed development will be constructed in accordance with all development standards of the City's Code of Ordinances pursuant to the analysis above.

(c) Will comply with all requirements and conditions of approval.

The proposed development will be constructed in accordance with all requirements of the City's Code of Ordinances pursuant to the analysis above. Additionally, the applicant will comply with all conditions of approval.

It is the opinion of the Director of Community Development that the standards for site plan approval, as outlined in Section 10-5.4(H)(6), Code of Ordinances, have been satisfied.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The approval of the Site Plan (Major) will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

This application also supports Policy 1.4 of the Future Land Use Element of the City of Tamarac Comprehensive Plan that 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."

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The Director of Community Development recommends that the Mayor and City Commission approve the proposed Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms to the City Commission at its September 22, 2021 meeting with conditions of approval:

1. Site Plan Approval (Major) is contingent upon approval of the allocation of seventy-two (72) bonus sleeping rooms for Parkside Memory Care ALF to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms (Case #1-FLX-21).
2. Site Plan Approval (Major) is contingent upon approval of the requested variance for Parkside Memory Care ALF (Case #1-B-21).
3. Construction is to be in complete compliance with the plans and specifications submitted by the developer to the City of Tamarac and approved engineering drawings.
4. Commencement of construction shall begin no later than one (1) year from the date of this approval. If the development does not commence construction within one (1) year, this approval is null and void unless an extension has been granted in accordance with applicable regulations.
5. The Development Order is assignable, but assignment does not discharge any assignee from strict compliance with the order unless the City Commission consents to modify any of the original requirements.
6. Satisfaction of the outstanding Development Review Committee comments from the review of the Site Plan Approval (Major) for the Parkside Memory Care ALF, Case #12-SP-20.

FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 5-0 to forward a favorable recommendation of approval for the proposed Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms to the City Commission at its June 23, 2021 meeting with conditions of approval recommended by staff.

At its June 23, 2021 meeting, the City Commission voted 4-1 to table the item until the next City Commission meeting.



Maxine A. Calloway
Director of Community Development

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Project Narrative and Justification Letter
Location Map
City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email
Site Plan
Ground Floor Plan
Exterior Features Plan
Second Floor Plan
Waste Management Letter
Trip Generation and Parking Statement
Traffic and Parking Statement Review
Site Landscape Plan
Exterior Elevations
Architectural Rendering
City Architectural Review

MAC:RWJ

TEMPORARY RESOLUTION NO. 13618

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, GRANTING SITE PLAN APPROVAL (MAJOR) WITH CONDITIONS TO ALLOW FOR THE DEVELOPMENT OF A NEW TWO (2) STORY ASSISTED LIVING FACILITY FOR MEMORY CARE RESIDENTS CONTAINING A TOTAL OF NINETY-SIX (96) BEDS IN SEVENTY-TWO (72) SLEEPING ROOMS; FOR THE SUBJECT PROPERTY LOCATED AT 7501 NW 76 STREET, TAMARAC, FLORIDA (TRACT A LESS THE NORTH 20 FEET OF THE WEST 85 FEET, AND ALL OF TRACT C, SOUTHERN BELL-TAMARAC, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY) (CASE NO. 12-SP-20); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; 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 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 regarding the review of the petition for Site Plan Approval (Major); and

WHEREAS, Director of Community Development recommends approval (with conditions); and

WHEREAS, the Planning Board recommended approval (with conditions) on June

2, 2021; and

WHEREAS, the City Commission has examined the application, the staff and Planning Board recommendations; and

WHEREAS, the City Commission has determined that the application is in compliance with all elements of the Comprehensive Plan, or will be in compliance with all elements of the Comprehensive Plan prior to the issuance of a Certificate of Occupancy for the development; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac, Florida to grant Site Plan Approval (Major) with conditions to allow for the Major Site Plan to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) (Case No. 12-SP-20).

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: That the application for Site Plan Approval (Major) with conditions to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) (Case No. 12-SP-20), is HEREBY APPROVED subject to the following conditions:

1. Site Plan Approval (Major) is contingent upon approval of the allocation of seventy-two (72) bonus sleeping rooms for Parkside Memory Care ALF to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms (Case No. 1-FLX-21).
2. Site Plan Approval (Major) is contingent upon approval of the requested variance for Parkside Memory Care ALF (Case No. 1-B-21).
3. Construction is to be in complete compliance with the plans and specifications submitted by the developer to the City of Tamarac and approved engineering drawings.
4. Commencement of construction shall begin no later than one (1) year from the date of this approval. If the development does not commence construction within one (1) year, this approval is null and void unless an extension has been granted in accordance with applicable regulations.
5. The Development Order is assignable, but assignment does not discharge any assignee from strict compliance with the order unless the City Commission consents

to modify any of the original requirements.

6. Satisfaction of the outstanding Development Review Committee comments from the review of the Site Plan Approval (Major) for the Parkside Memory Care ALF (Case No. 12-SP-20).

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 in 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 adoption.

[INTENTIONALLY LEFT BLANK]

PASSED, ADOPTED AND APPROVED this day of , 2021.

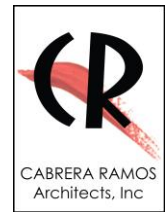
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN JR.
CITY ATTORNEY



April 22, 2021

City of Tamarac
7525 NW 88 Avenue
Tamarac, FL 33321

Re: **Parkside Assisted Living Memory Care Facility- Tamarac**
Folio_494103230030
Project Narrative & Justification Letter

We respectfully submit this letter along with the Site Plan Review documents in an effort to describe the use, function, operations and community benefits, on behalf of the Applicant and in conjunction with the application for the above-referenced project. The project will be the development of a vacant lot, 2.3 acres in size, located on the east side of N. University Drive just north of N.W. 76 Street. The building's use will be an Assisted Living Facility that will only house Memory Care Residents.

Parkside ALF's building design is a blend of natural and contemporary styles that establish an upscale aesthetic while providing residential scale, interest, and warmth. A subtle mix of complimentary building materials such as stucco, stone veneer, wood veneer, along with aluminum storefront framing and canopies, are used on the building's façade. The two-story, 43,000 square feet under air, "L" shaped floor plan is organized around a centrally located administrative hub that distributes the program into 4 self-contained "neighborhoods". Each neighborhood consists of 18 units and 24 beds as well as a shared living/dining/recreation area which provide residents with unique and familiar visual wayfinding aids. Outdoor gardens, with specifically landscaped vegetation for the neighborhoods provide residents with essential outdoor leisure and recreational areas. In total, Parkside ALF will contain 72 rooms and 96 beds.

The building will be designed to emphasize energy efficiency, pleasant interior and exterior environments, and have low operating expenses. Operationally, the building will also have backup generators, located inside the building to minimize any impact to the neighboring properties, which will provide for uninterrupted service to the 96 residents and staff members as required for emergency situations.

9851 N.W. 58th Street, Suite 107
Doral, FL 33178-2717
Tel.: 305.593.0750
Fax.: 305.593.8862
AA A001621
Miguel A. Cabrera Jr., R.A.
Principal
Rosa E. Ramos-Botta, R.A.
Principal

SITE PLAN APPROVAL STANDARDS

This proposed development meets the site plan approval standards as set forth in section 10-5.4(H)(6) of the Cities Land Development code. The project is consistent with the Cities Comprehensive Land Use Plan. Specifically, the proposed development is consistent with the following goals, objectives, and policies of the land use element of the City's Comprehensive Plan.

- GOAL – The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.
- Objective 1 – The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.
- Policy 1.10 – A special residential facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- Objective 10 – The City will continue to lead by example and implement land use controls which promote 'green practices' and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

The proposed development also complies with zoning district and use as assisted living facilities are a permitted use within the Public Facilities zoning district. The proposed development has been designed to meet the development standards established in the Land Development Code with the exception of two variance requests related to the landscape buffer as well as parking. A separate narrative letter is included with the variance application package detailing the reasoning and justification for the requested variances. The proposed development will comply with all requirements and conditions of approval

COMMUNITY BENEFITS

There is an increasing need for facilities that will care specifically for our elderly population at the time in their lives where their memory starts to fail and physical abilities decline. When families are unable to care for loved ones with dementia or Alzheimer's disease at home, this facility will provide a new home where they can live with dignity and be assisted in their daily needs by a caring and loving staff. If the resident needs end-of-life Hospice, that can be delivered in residence, as well. There are no facilities dedicated only to Memory Care in the proximity to Tamarac. Until now the only option for Memory Care is to be grouped together with Independent Care and Assisted Living in those facilities which are not focusing on the Dementia lifestyle. Constructing this project will provide a home staffed with experts in this specific type of care.

ACTIVITIES AND ENTERTAINMENT

The residents of Parkside Memory Care ALF will be provided with varied activities in which they can participate and enhance their quality of life. Within the neighborhoods the residents can pick from community television with movies and programs; Bingo; Arts and Crafts; Trivia; cooking classes and gardening of vegetables and flowers in raised planters. There will be outside vendors that will bring mini concerts, singing, dancing and painting special events. The beauty salon will provide hair styling and manicures. In the Therapy Room they will perform guided physical exercise; and of course, the outdoor

garden will allow for walks among densely planted areas where butterfly attracting plants will be utilized for additional enjoyment.

DESIGN CONCEPT AND PROGRAM

The basic premise of this facility is to create small communities of 24 residents maximum, who will live in self-contained neighborhoods where all their needs will be met and where the staff is steady, thus providing day to day familiarity. This will help generate a home-like atmosphere where the residents will live in comfort and peace.

The 4 Neighborhoods will have three types of living accommodations, each with private bathrooms: Studio, Large Studio and Room-mate Studio (for two occupants). The rooms are oriented on both sides of a central living / dining area and are accessed via wide corridors with handrails for ease of mobility. The rooms are intentionally un-furnished so that the resident can arrive with their own belongings and be surrounded by their familiar personal effects. The bathrooms are fully accessible for ambulatory and wheelchair bound residents to encourage independence. Low level night lighting is on for night-time visits to the bathroom without bright lights that disrupt sleep patterns. The common living / dining areas contain comfortable seating for television viewing; two computer stations for virtual communications; a home-style kitchen that is supplied from the central main kitchen with a variety of foods to select from; seating for all 24 residents; community tables that double as activity areas and access to outdoor seating or walking along the gardens (on the ground floor). The second floor which typically houses the less ambulatory residents have two screened terraces each for enjoyment of the outside air without elevator travel. Each neighborhood is self sufficient, except for the food and beverage supplied by the central kitchen. All Laundry is handled in a Laundry Room within each neighborhood and each neighborhood has a centrally located Nurse's desk for 24-hour supervision. The neighborhoods are bright and roomy for a pleasant living experience.

TRASH AND RECYCLING FACILITIES

The facilities trash and recycling design complies with the Cities land development code standards, also the design plan and service schedule has been approved by Waste Management Inc. The trash from the second floor will be disposed of via a chute that is located in a trash room separated from the common use area and routed down to the trash dumpster enclosure located at the exterior west side of the building. The dumpster enclosure will contain (2) 3-yard trash dumpsters and (1)96 gallon recycling container that will be serviced 2 times a week.

SECURITY MEASURES

An essential component of the Memory Care Assisted Living Facility is security. Residents with memory problems have tendencies to wander and forget their way back home. This facility is designed in a manner where the residents have all their needs attended to within the neighborhoods and all neighborhoods are secure. Rather than central monitoring which requires either bracelets or ankle monitors, the building design prevents wandering outside of the neighborhood. The ambulatory residents typically residing on the ground floor have access to all areas of the neighborhood and to the outside terraces or gardens. The terraces are sized so that the door they are accessed from is easily identifiable and within proximity to ensure their way back. The gardens provide a longer area for walking and experiencing the outdoors and are designed so that once accessed there is always a door at the end of the walking path that only leads back to the neighborhood interior. There is also a door in the center of the walking area in case they are unable to walk the full garden length. The gardens are landscaped and fenced with no gates that could accidentally be opened, creating a security breach. The elevators are intentionally placed outside of the neighborhoods to avoid the wandering of residents into unfamiliar areas. Any time the residents visit the Central Activity Center, Therapy Area or Beauty Salon, they are escorted by staff in very small groups. Additionally, the Therapy and Beauty Salon are located within one of the neighborhoods to avoid wandering into unsecured areas. All emergency exit

doors and stairs are alarmed to notify staff immediately of someone trying to exit. The internal doors to access the neighborhoods are controlled via card access or thumbprint access.

STAFFING AND SHIFTS

The facility will be staffed by administrators, marketing representatives, nurses, doctors, nursing assistants, a chef with assistants, housekeeping and maintenance persons.

- The main daily shift for administration, kitchen staff and doctors is generally 9-5 and that consists of 8 persons.
- The staff for the neighborhoods works in 3 shifts:
 - First shift: 7 am to 3 pm containing 16 persons
 - Second shift: 3 pm to 11 pm containing 12 persons
 - Third shift: 11 pm to 7 am containing 5 persons (1 per neighborhood plus 1 supervisor)

Based on the current facility in another location, 80% of the staff comes in their own vehicle and will require a parking space, making the maximum parking load from staff 19 to 20 spaces during peak staffed times.

Parkside Assisted Living Facility (ALF) is extremely honored and excited by the opportunity to present our development program and look forward to establishing a long-term relationship with the City of Tamarac. This project would integrate properly with adjacent properties and the use will not contribute noise or excessive traffic to the area.

We respectfully request that you approve this project, as designed. This new Assisted Living Facility is in character with the City's concept of land use activity and designed to achieve the City's long-range vision for this zoning district.

Sincerely,

CABRERA RAMOS ARCHITECTS, INC.



Rosa E. Ramos-Botta, R.A., NCARB
Principal

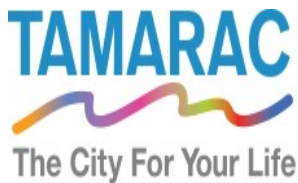
Case No. 1-FLX-21, 1-B-21, & 12-SP-20

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

Collette Tibby

From: Robert Johnson III
Sent: Wednesday, May 19, 2021 3:49 PM
To: Blake Boy, Barbara
Cc: Maxine Calloway; Von Stetina, Deanne; Teetsel, Dawn; Andrew S. Maurodis (amaurodis@wsh-law.com)
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

Thank you Barbara!



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

From: Blake Boy, Barbara [mailto:BBLAKEBOY@broward.org]
Sent: Wednesday, May 19, 2021 3:42 PM
To: Robert Johnson III <Robert.Johnson@tamarac.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>; Andrew S. Maurodis (amaurodis@wsh-law.com) <amaurodis@wsh-law.com>
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob-
Thank you for the updated request.

The request is consistent with the Administrative Rules Document and is approved per Article 3.10.

The contents of this email are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, local zoning, the City's land development regulations or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.



Please feel free to contact me if you have any questions.
Barbara

Barbara Blake Boy, Executive Director

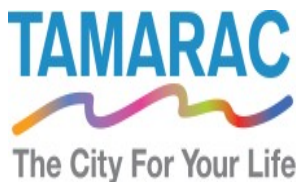
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>
Sent: Wednesday, May 19, 2021 3:21 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Barbara,
Thank you so much for your telephone call and email below. This greatly clarifies the required allocations for Special Residential Facilities.

Please accept this email as the City's revised request to provide approval of the allocation of seventy-two (72) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. If you need any additional information, please let me know.
Thanks, Rob



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

From: Blake Boy, Barbara [<mailto:BBLAKEBOY@broward.org>]
Sent: Wednesday, May 19, 2021 2:11 PM
To: Robert Johnson III <Robert.Johnson@tamarac.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>
Subject: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob—

Thank you for submitting the written request to approve an allocation of bonus sleeping rooms per the Administrative Rules Document Article 3.10, as the City has not adopted the provision into its effective Plan. Per the Broward County Land Use Plan, each local government has been granted 100 bonus sleeping rooms to utilize for special residential facilities within its boundaries, without the need for an additional allocation of density.

Bonus sleeping rooms have no equivalent and are required to be allocated on a one (1) to one (1) basis; conversely, the allocation of one (1) flexibility unit or one (1) dwelling unit would be

equal to two (2) sleeping rooms, regardless of the number of beds. Therefore, the requested approval is subject to the City allocating either 72 bonus sleeping rooms or 36 flexibility units to the 72 room facility. If the City proceeds with the 72 bonus sleeping rooms, please reply all to the email to clarify the City's request.



Please feel free to contact me if you have any questions.
Barbara

Barbara Blake Boy, Executive Director

115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>
Sent: Wednesday, May 19, 2021 12:58 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>
Subject: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Good Afternoon Barbara,

In accordance with Section 3.10(C), Broward County Administrative Rules Document, please provide approval of the allocation of thirty-six (36) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. The City of Tamarac has not incorporated the Special Residential Facilities provision of the Broward County Land Use Plan within the City's Local Land Use Plan and therefore your written approval is required prior to approval by the City of Tamarac. Approval of the allocation of Bonus Sleeping Rooms for the referenced use is scheduled for the June 23, 2021 City Commission meeting following a recommendation by the Planning Board on June 2, 2021. Attached as Exhibit A is prior correspondence with your office regarding the number of bonus sleeping rooms required to be allocated. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

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.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

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.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

K:\PROJECTS\20-xxx\20-4010\dwg\4010sp.dwg
PLOT DATE: 5/4/2021 5:18:54 PM BY: Andy Venneman
LAYOUT: [C1]

APPLICABLE CODE REFERENCES:			
JURISDICTION	CITY OF TAMARAC		
ADDRESS	7501 NW 76th STREET, TAMARAC, FL 33321		
ZONING	PF - PUBLIC FACILITY		
LAND USE	VACANT		

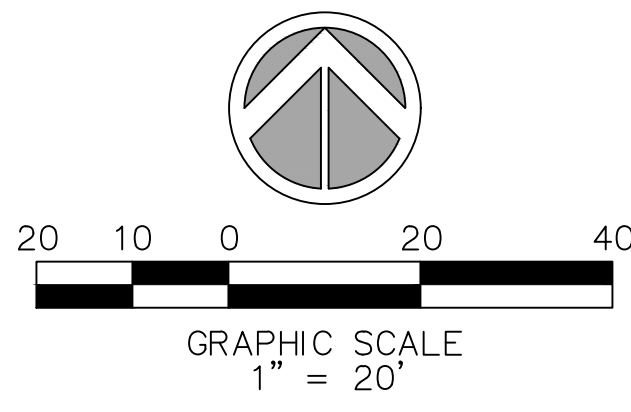
SITE DATA			
	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
PERVIOUS:			
GREEN	38180	0.88 AC.	37.7%
IMPERVIOUS:			
PAVEMENT & SIDEWALK	39472	0.91 AC.	38.9%
BUILDING AREA	23,725	0.54 AC.	23.4%
TOTAL SITE AREA	101,377	2.33 AC.	100.0%

SETBACKS	REQUIRED	PROVIDED
FRONT (UNIVERSITY DR)	30'	153.56'
FRONT (NW 76TH ST)	30'	53.59'
SIDE (NORTH)	30'	33.52'
SIDE (EAST)	30'	49.9'

PARKING CALCULATION: TABLE 10-4.1 GROUP LIVING: 1 SPACE/400 S.F.	
REQUIRED PARKING	108 SPACES
REDUCED PARKING DEMAND STRATEGY (SECTION 10-4.3):	
TRANSIT ACCESSIBILITY: 15% REDUCTION (WITHIN 1000' OF A BUS STOP)	16 SPACES REDUCTION
TOTAL PARKING REQUIRED	92 SPACES
PROVIDED PARKING	
TOTAL PARKING PROVIDED (35 REGULAR & 2 A.D.A.)	37 SPACES
BICYCLE PARKING:	
REQUIRED: 4 BIKE PARKING/10 SPACES OR 20 BIKE RACKS	
PROVIDED: 20 BICYCLE PARKING	
LOADING	
REQUIRED LOADING: LESS THAN 50,000 S.F.	1 SPACE
PROVIDED LOADING: 12' X 25'	1 SPACE

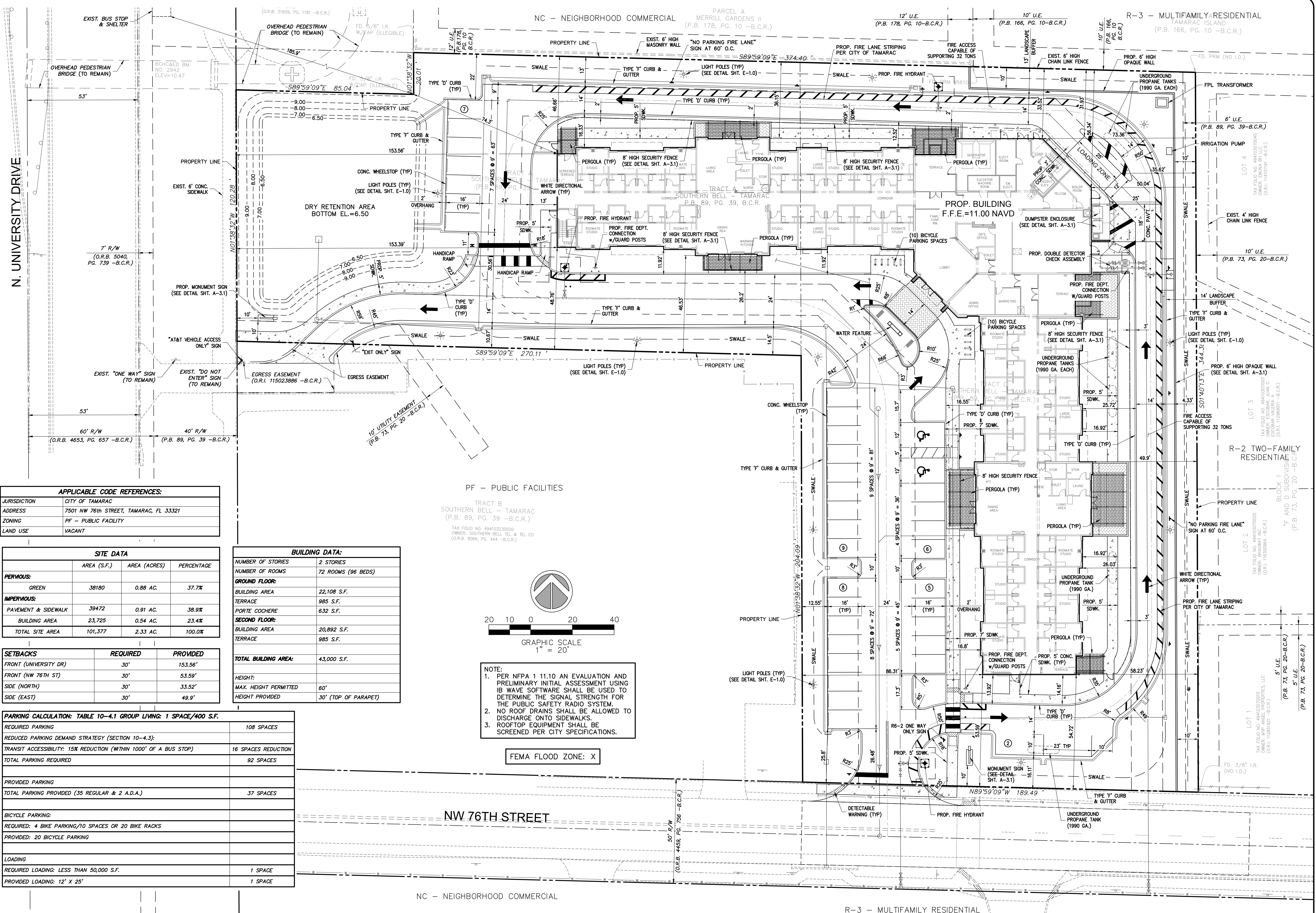
BUILDING DATA:	
NUMBER OF STORIES	2 STORIES
NUMBER OF ROOMS	72 ROOMS (96 BEDS)
GROUND FLOOR:	
BUILDING AREA	22,108 S.F.
TERRACE	985 S.F.
PORTE COCHERE	632 S.F.
SECOND FLOOR:	
BUILDING AREA	20,892 S.F.
TERRACE	985 S.F.
TOTAL BUILDING AREA:	43,000 S.F.
HEIGHT:	
MAX. HEIGHT PERMITTED	60'
HEIGHT PROVIDED	30' (TOP OF PARAPET)

PF - PUBLIC FACILITIES
TRACT B
SOUTHERN BELL - TAMARAC
(P.B. 89, PG. 39 -B.C.R.)
TAX FOLD NO. 494103230200
OWNER: SOUTHERN BELL TEL & TEL CO
(O.R.B. 8066, PG. 444 -B.C.R.)



- NOTE:
- PER NFPA 1 11.10 AN EVALUATION AND PRELIMINARY INITIAL ASSESSMENT USING IB WAVE SOFTWARE SHALL BE USED TO DETERMINE THE SIGNAL STRENGTH FOR THE PUBLIC SAFETY RADIO SYSTEM.
 - NO ROOF DRAINS SHALL BE ALLOWED TO DISCHARGE ONTO SIDEWALKS.
 - ROOFTOP EQUIPMENT SHALL BE SCREENED PER CITY SPECIFICATIONS.

FEMA FLOOD ZONE: X



REVISIONS	
NO.	DESCRIPTION

PARKSIDES ALF MEMORY CARE

FLORIDA

TAMARAC

SITE PLAN

DATE:	JULY 2020
SCALE:	1" = 20'
DESIGNED BY:	C.R.L.
DRAWN BY:	A.E.V.
JOB #:	20-4010

CLIFFORD R. LOUTAN
P.E.
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: May 4, 2021

This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com

Sun-Tech Engineering, Inc.
Engineers - Planners - Surveyors

STE

Certificate of Auth. #00707LB 7019
Phone (954) 777-3123
Fax (954) 777-3114



(A) SECURITY PICKET FENCE - DOOR ELEVATION DETAIL
SCALE: 1/4" = 1'-0"

GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"

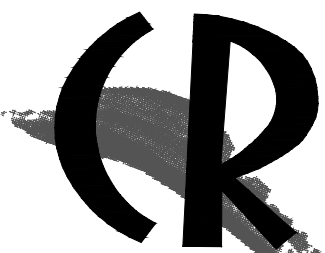
REVISIONS:
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac

Project Location: 7501 NW 76 Street, Tamarac FL, 33321

Owner: Serena Properties Pembroke Pines, LLC

18201 S.W. 52nd Court, Southwest Ranches, FL 33331



CABRERA RAMOS
Architects, Inc.

9851 NW 58 STREET, #107
DORAL, FLORIDA 33178
T:305.593.0750 F:305.593.8862
AA C001621

MIQUEL A. CABRERA JR., P.A.
State Reg. No. AR13116

ROSA E. RAMOS-BOTTA, P.A.
State Reg. No. AR15209

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DATE: 8/24/2020
DRAWN: RR
CHECKED BY: RRB
JOB NO.: 2457-19

SEAL

SHEET NO.

A-2.0

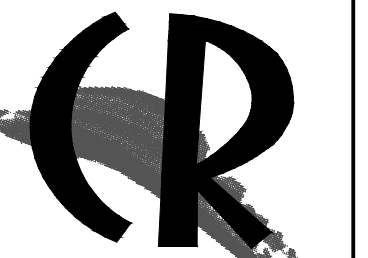
GROUND FLOOR PLAN

REVISIONS:

DRC V2 - 12/15/2020
DRC V3 - 01/20/2021
DRC V4 - 04/22/2021

Parkside Memory Care ALF - Tamarac
Project Location: 7501 NW 76 Street, Tamarac FL, 33321

General Properties & Embroideries, LLC
18201 S.W. 52nd Court, Southwest Ranches, FL 33331



CABRERA RAMOS
Architects, Inc.

9851 NW 58 STREET. #107
DORAL, FLORIDA 33178
305.593.0750 F:305.593.8862
AA C001621

IGUEL A. CABRERA JR., R.A.
State Reg. No. AR13118

OSA E. RAMOS-BOTTA, R.A.
State Reg. No. AR15209

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DATE: 8/24/2020DRAWN: RR

CHECKED BY: RRB

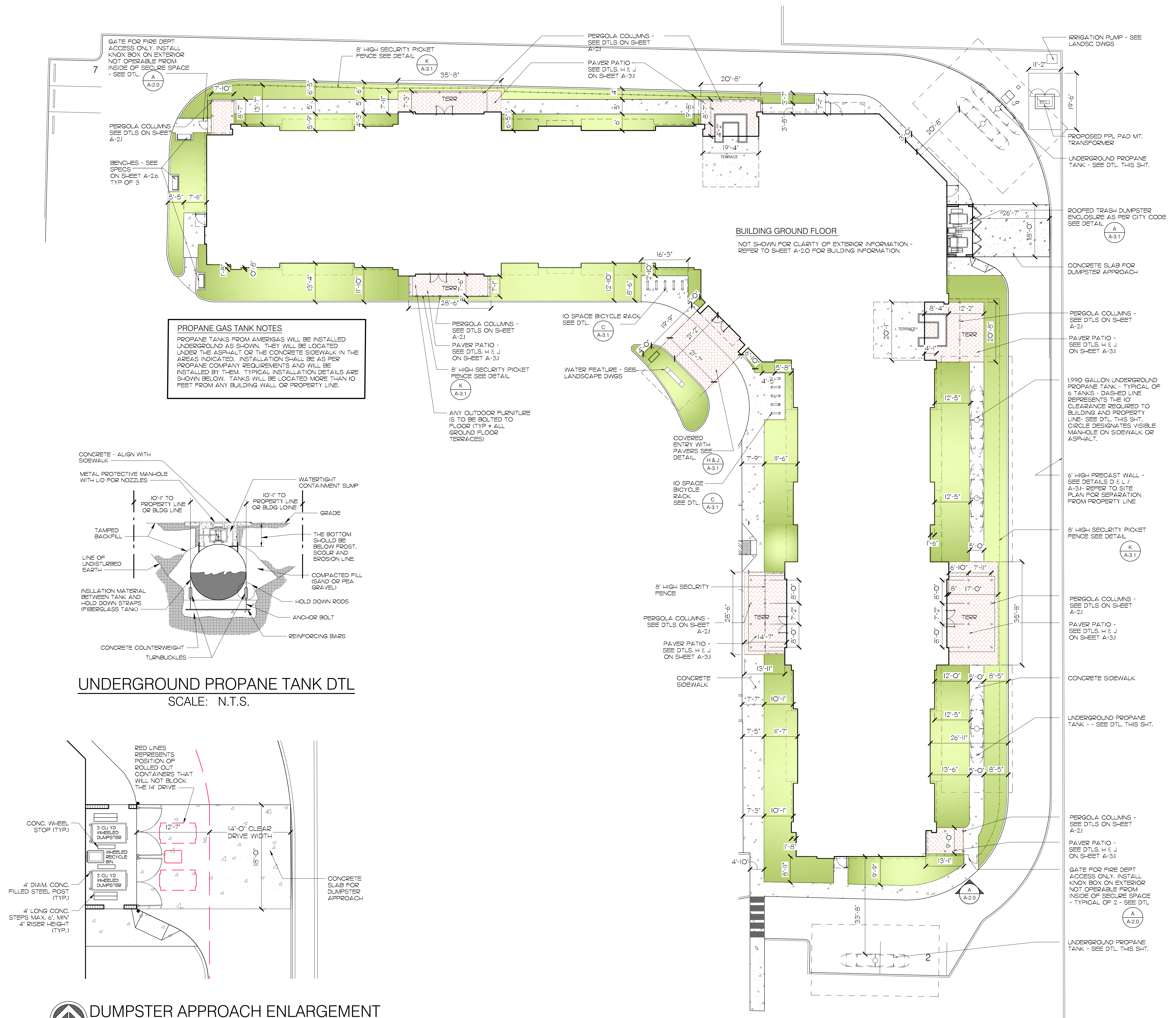
JOB NO.: 2457-19

SEAL

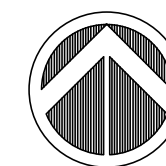
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A-1.1

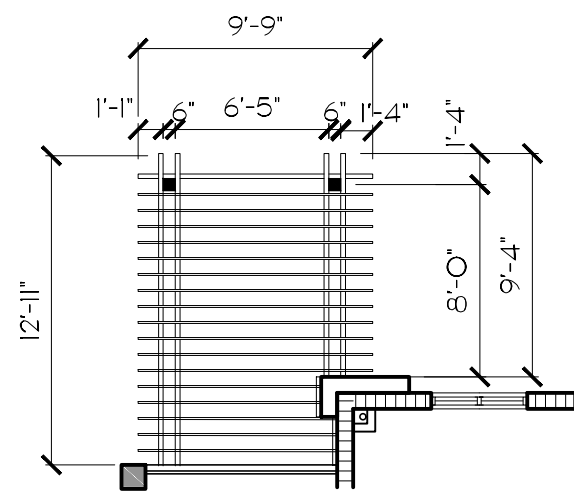
EXTERIOR FEATURES PLAN



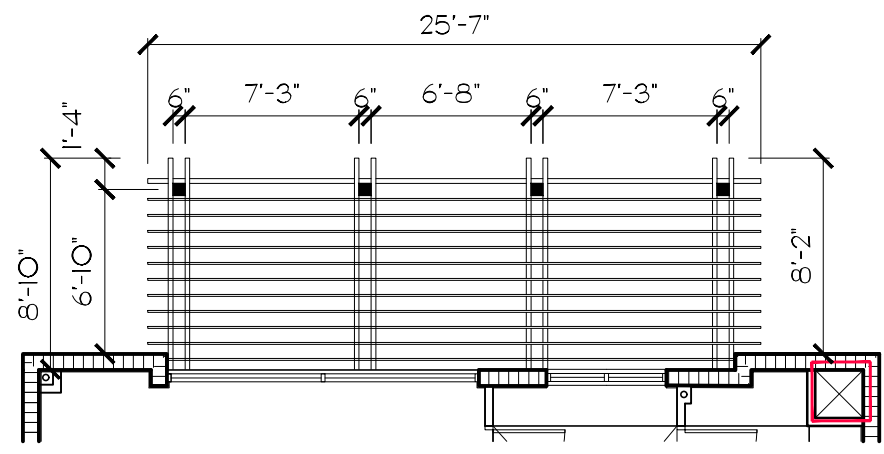
DUMPSTER APPROACH ENLARGEMENT
SCALE: 1/8" = 1'-0"



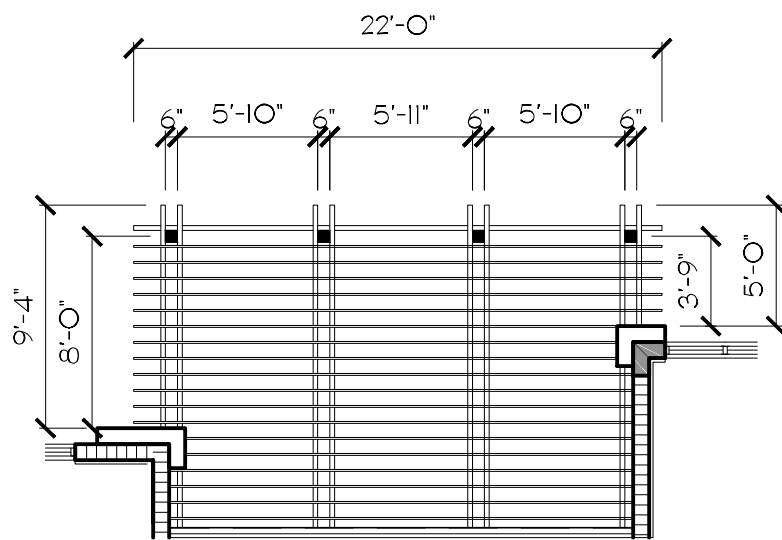
EXTERIOR FEATURES PLAN
SCALE: 1/16" = 1'-0"



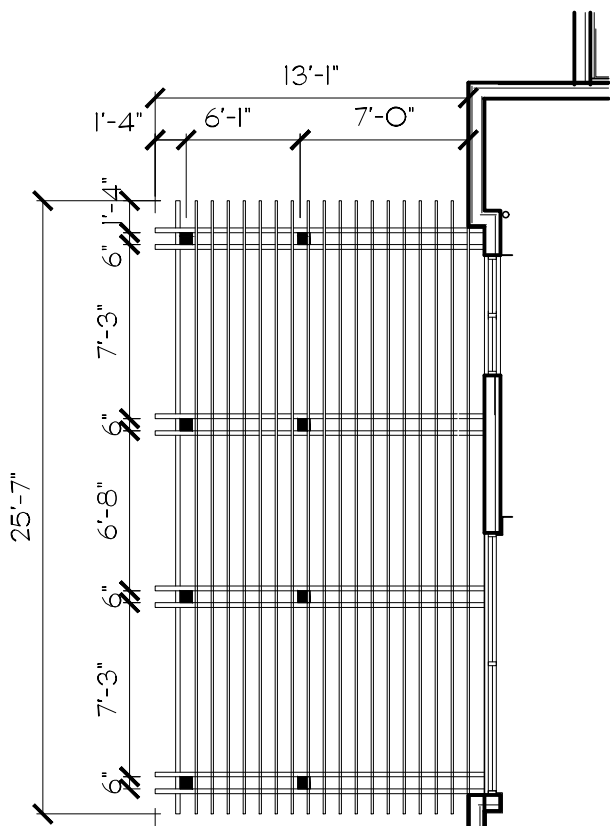
PERGOLA - A



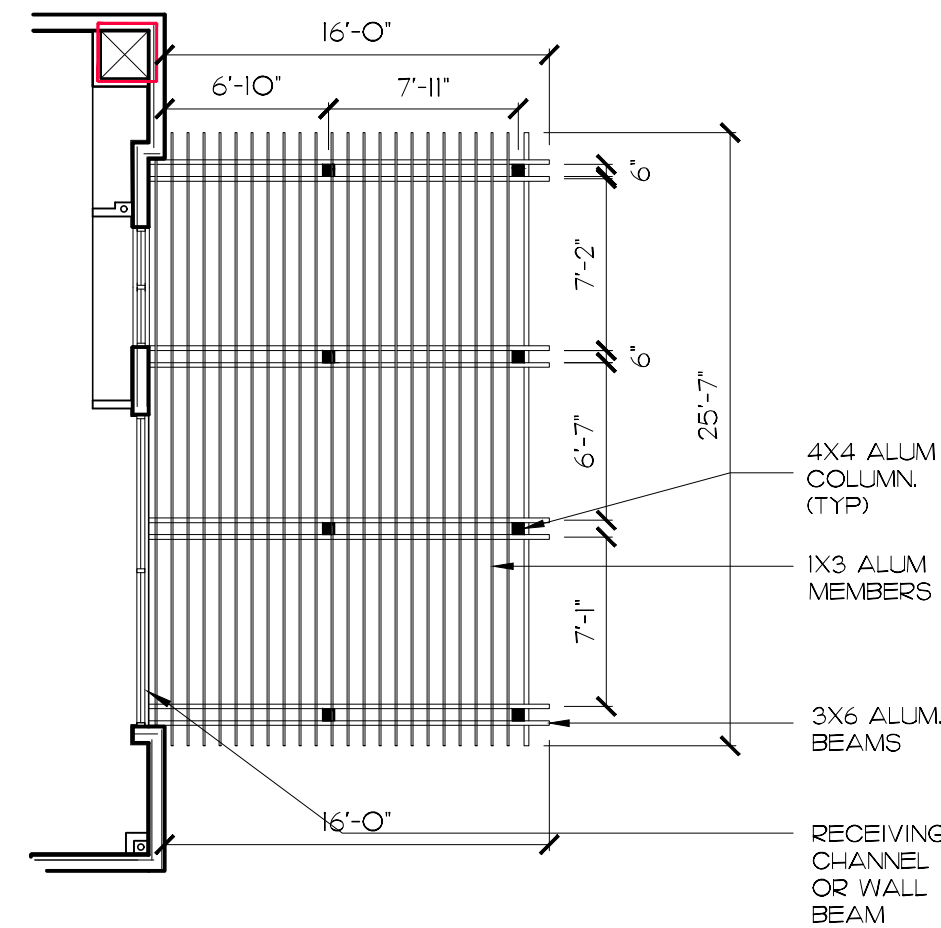
PERGOLA - B



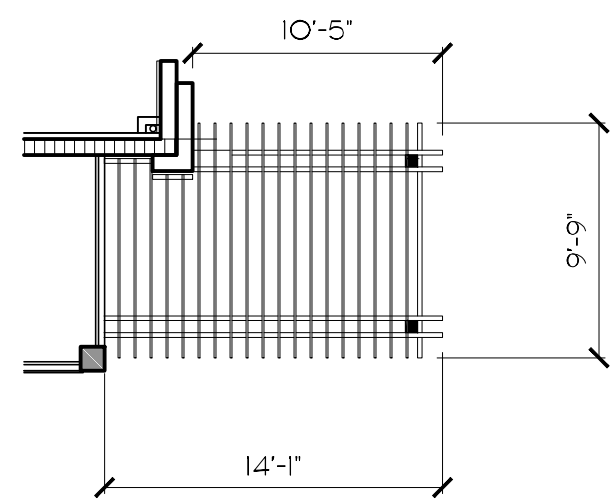
PERGOLA - C



PERGOLA - D



PERGOLA - E



PERGOLA - F

PERGOLA LAYOUT PLANS

SCALE: 1/8" = 1'-0"



LEGEND	
ADMINISTRATION & SERVICES	
NEIGHBORHOOD	
ROOMMATE STUDIO	
STUDIO	
LARGE STUDIO	

REVISIONS:
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac

Project Location: 7501 NW 76 Street, Tamarac FL, 33321

Owner: Serena Properties Pembroke Pines, LLC

18201 S.W. 52nd Court, Southwest Ranches, FL 33331



CABRERA RAMOS
Architects, Inc.

9851 NW 58 STREET, #107
DORAL, FLORIDA 33178
T:305.593.0750 F:305.593.8862
AA C001621

MIQUELA CABRERA JR., R.A.
State Reg. No. AR131116

ROSA E. RAMOS-BOTTA, R.A.
State Reg. No. AR15209

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DATE: 8/24/2020

DRAWN: RR

CHECKED BY: RRB

JOB NO.: 2457-19

SEAL

SHEET NO.

A-2.1

2ND FLR PLAN & PERGOLAS



Parkside Memory Care
2/2/2021

Thank you for contacting Waste Management Inc. This letter is to confirm that WM will be providing your waste services for Parkside Memory Care to be located at 7620 N University Dr Tamarac FL 33321. We will provide 2-3yard containers for Trash serviced 2 times per week and 1-96gal recycle serviced 2 times per week. The dumpsters will be rolled out manually for pickup. We approve the location and design of the dumpster enclosure.

Catalina Vaughn
Environmental Service Specialist
Cvaughn2@wm.com
(O) 623-526-0154

Waste Management
Cvaughn2@wm.com
www.wm.com

January 20, 2021

Ms. Seema Lakhani
Serena Properties Pembroke Pines, LLC
18201 SW 52 Court
Southwest Ranches, FL 33331

**Re: Parkside ALF Memory Care - Tamarac, Florida
Trip Generation and Parking Statement**

Dear Ms. Lakhani:

Pursuant to your request, Danielsens Consulting Engineers, Inc. (DC Engineers, Inc.) has prepared this trip generation and parking statement specific to development of a 43,000 square foot, 96-bed assisted living facility (ALF) and memory care center to be constructed at 7620 N. University Drive (SR 817) (along the east side of N. University Drive north of NW 76 Street) within municipal limits of the City of Tamarac, Florida. Figure 1 shows the location of the project site and a current site plan is included as Attachment A.

The following is a summary of our findings.

Trip Generation

Estimates of trip generation were determined using rates and formulae published in the Institute of Transportation Engineers (ITE) report *Trip Generation* (10th Edition). Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates for the proposed land use are as follows:

Assisted Living - ITE Land Use #254

- Weekday: $T = 2.60(X)$ (50% in/50% out)
where T = number of trips, X = beds
- AM Peak Hour: $T = 0.19(X)$ (63% in/37% out)
- PM Peak Hour: $T = 0.26(X)$ (38% in/62% out)

Table 1, attached, summarizes trip generation results for the proposed ALF and memory care center. As shown in Table 1, the proposed development is expected to generate 250 vehicle trips per day (vpd) with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

It is estimated that these vehicle trips will traverse the project driveways as shown in Figure 2, attached. A two (2)-way, two (2)-lane driveway is proposed along NW 76 Street and a one (1)-lane, one (1)-way (exit only) driveway is proposed within an existing access easement along N. University Drive. The one (1)-way exit only driveway is in use today by the existing Southern Bell facility located south and west of the project site.

Parking Requirement

According to requirements of the City of Tamarac Code of Ordinances (Table 10-4.1), the ALF and memory care center proposed should provide 81 parking spaces as shown below.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	43,000 sf/96 beds	1/400 sf ⁽¹⁾	108
Transit Accessibility ⁽²⁾			-16
Eligible Alternatives ⁽³⁾			-11
Total			81

(1) Code rate reflected – Group Living.

(2) 15% reduction - within 1000' of a bus stop.

(3) 10% reduction. Van service etc.

The site plan included as attachment A shows that 37 parking spaces are proposed to be located on site.

ITE Parking Rate

Historical data published by the Institute of Transportation Engineers (ITE) in the document *Parking Generation* (5th Edition) has been considered in place of rates provided by the City's Code. We have examined the peak period parking demand under two (2) different variables: number of beds and 1,000 square feet gross floor area (gfa). The table below shows that the average rate of 0.39 parking spaces per bed yields a demand of 37 parking spaces and the average rate of 0.72 parking spaces per 1,000 square feet gross floor area yields 31 spaces. Attachment B includes applicable pages from the ITE document.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	96 beds	0.39/bed	37
	43,000 sf	0.72/1,000 gfa	31

(1) ITE rate reflected – LUC 254 Assisted Living

Parking at Comparable Site

Wickshire Tamarac (formerly Atria Tamarac), located at 7650 N. University Drive in Tamarac, is a 79,529 square foot assisted living and memory care center located just north of the project site. As requested during our methodology meeting with City staff (held on Tuesday January 5, 2021), the number of parking spaces provided at this site were noted during a field review. The 55 parking spaces observed yield a parking supply rate of one (1) space per 1,446 square feet which is comparable to that proposed: one (1) space per 1,162 sf.

Conclusions

As shown in Table 1, the proposed Parkside ALF and memory care facility is expected to generate 250 vpd with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

DC ENGINEERS, INC.

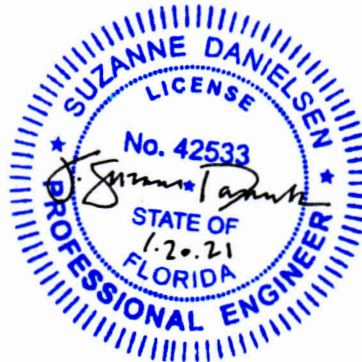
Although the City's Code requires 81 parking spaces as demonstrated above, review of parking generation rates published within ITE's document *Parking Generation* (5th Edition) shows that 37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center. The 37 parking spaces proposed are, therefore, expected to adequately accommodate the anticipated parking demand of the Parkside ALF and memory care center.

Of course, please call or email with any questions you may have.

DANIELSEN CONSULTING ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 3202

FIGURE 1
Parkside ALF\ Memory Care
Tamarac, Florida

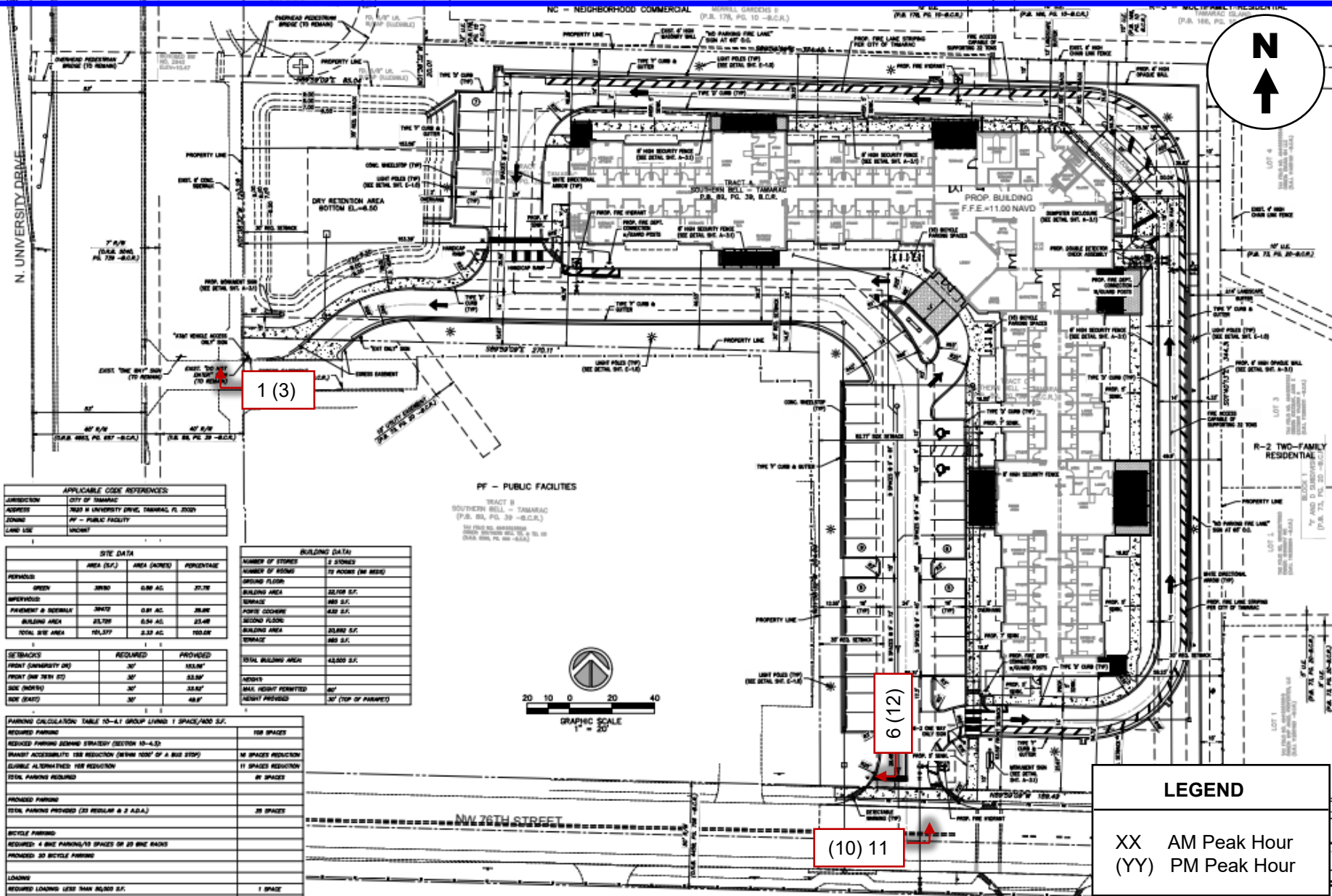


Table 1: Trip Generation Summary Proposed Use

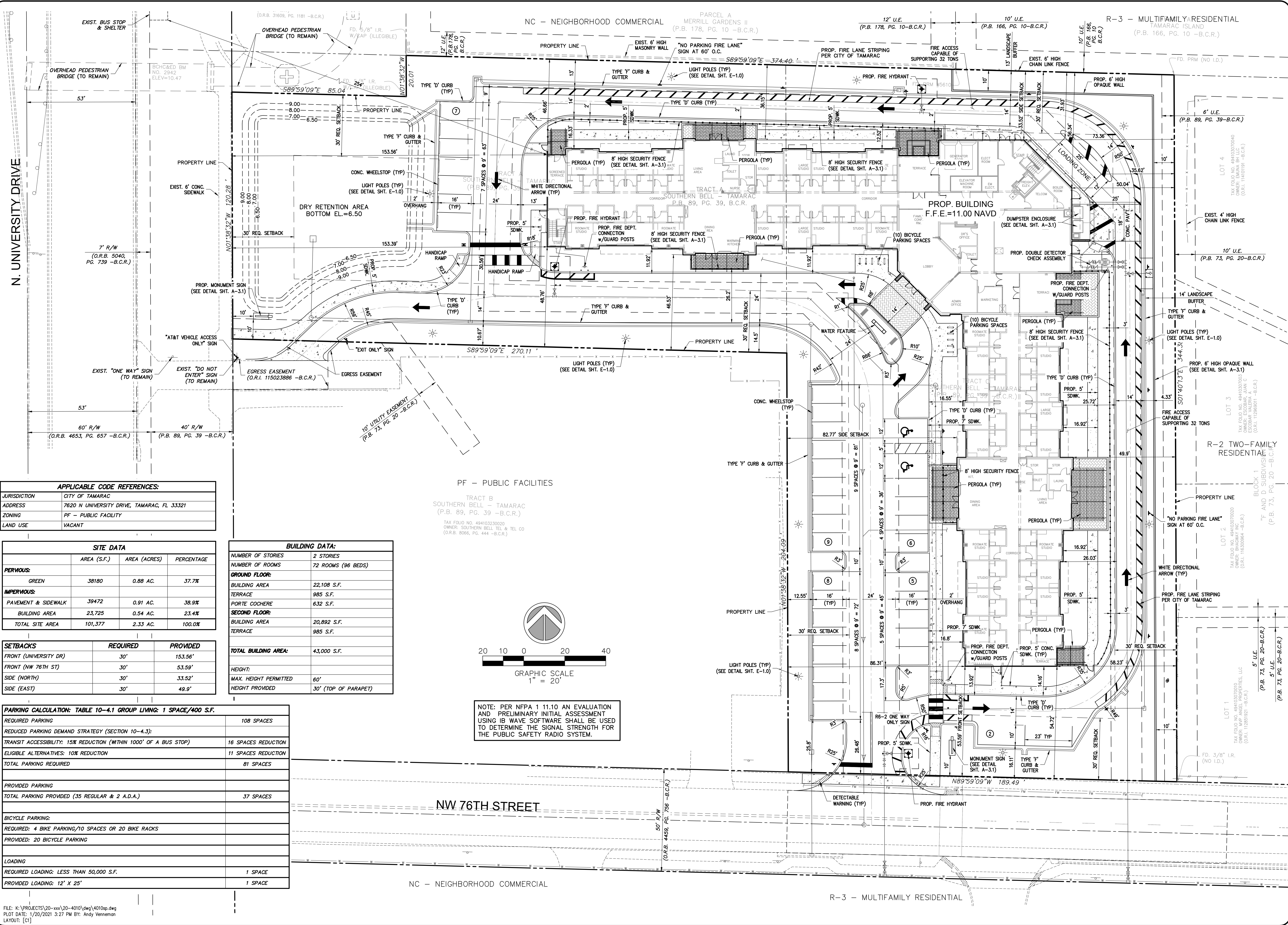
Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
Assisted Living (LUC 254)	96	beds	18	11	7	25	10	15	250
Subtotal			18	11	7	25	10	15	250
Net New Trips			18	11	7	25	10	15	250

Source: ITE Trip Generation Manual (10th Edition)

ATTACHMENT A

Site Plan

K:\PROJECTS\20-4010\dwg\4010sp.dwg, C:\2020\2021\12\11\PM, 11, Sun-Tech Engineering, Inc. (A/E/V), Sun-Tech Engineering, Inc. (A/E/V)



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com
Certificate of Auth. #7097LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

STE
Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

REVISIONS	
NO.	DESCRIPTION

PARKSIDE ALF MEMORY CARE
TAMARAC

FLORIDA

DATE: JULY 2020
SCALE: 1" = 20'
DESIGNED BY: C.R.L.
DRAWN BY: A.E.V.
JOB #: 20-4010

CLIFFORD R. LOUTAN
PROFESSIONAL ENGINEER
No. 56890
STATE OF FLORIDA

DATE: January 20, 2021
This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
Printed copies of this document are
not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

ATTACHMENT B

LUC 254

Assisted Living (254)

Peak Period Parking Demand vs: Beds

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

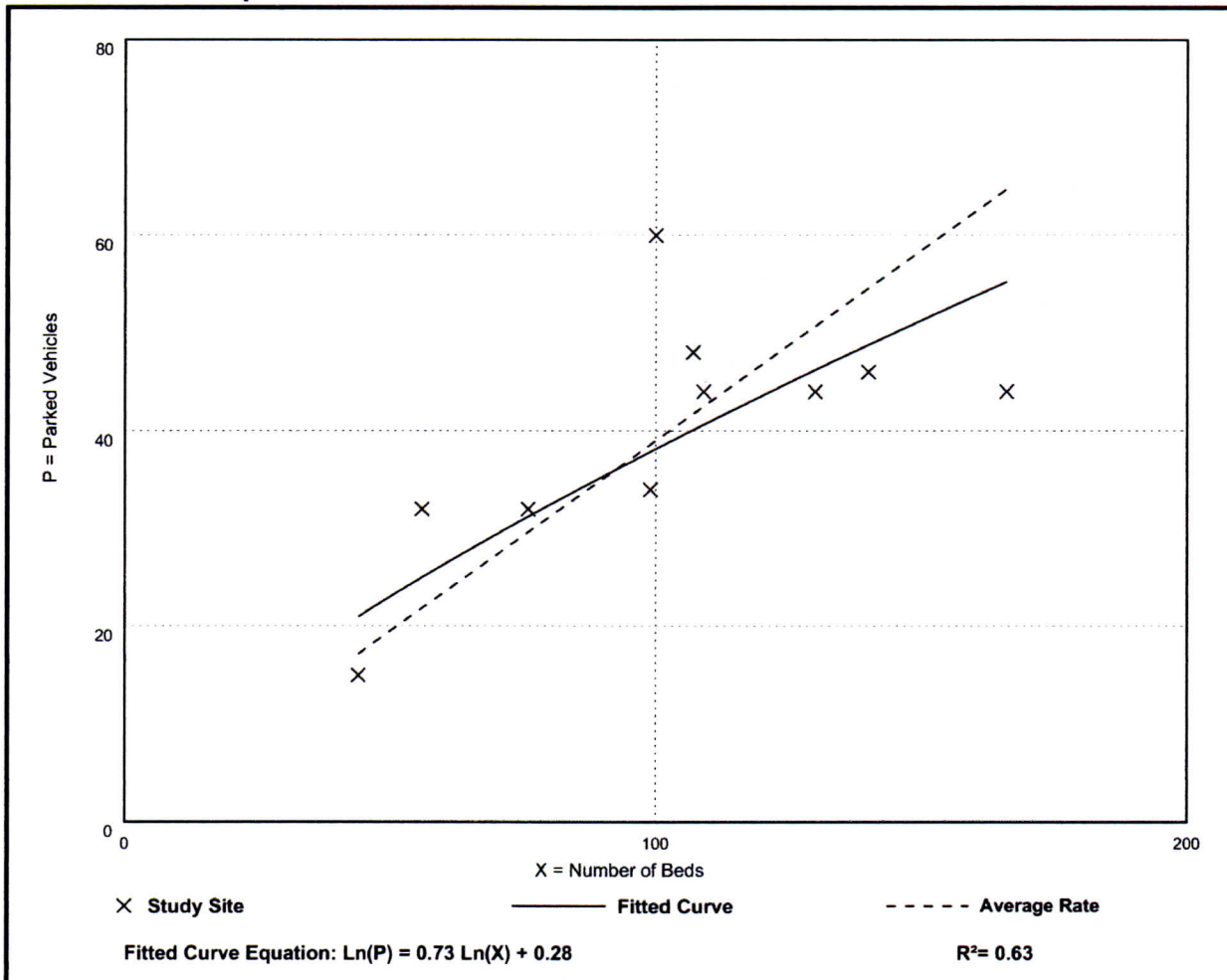
Number of Studies: 10

Avg. Num. of Beds: 103

Peak Period Parking Demand per Bed

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.39	0.27 - 0.60	0.34 / 0.58	***	0.11 (28%)

Data Plot and Equation



Assisted Living (254)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

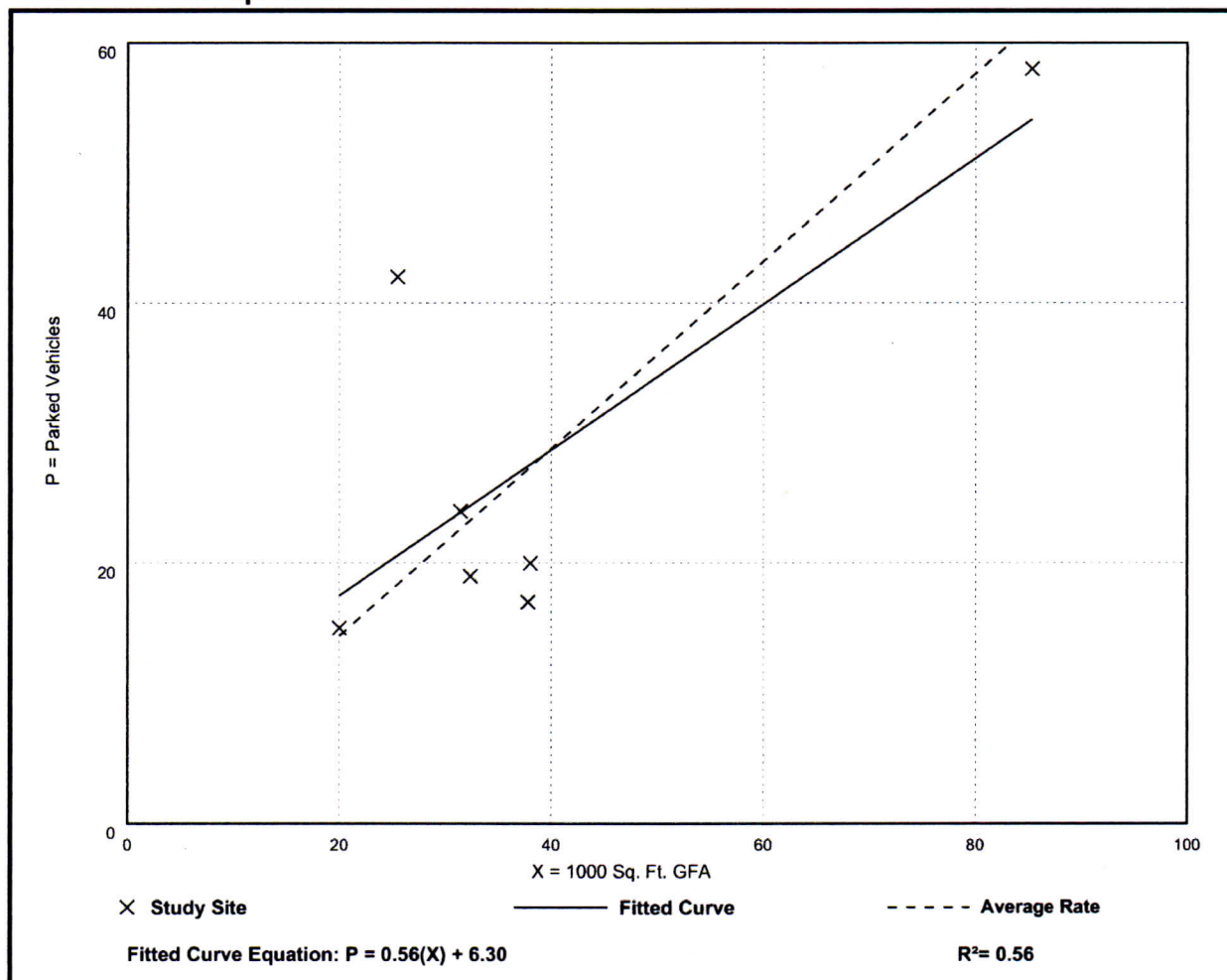
Number of Studies: 7

Avg. 1000 Sq. Ft. GFA: 39

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.72	0.45 - 1.65	0.56 / 1.47	***	0.34 (47%)

Data Plot and Equation



March 12, 2021

Mr. Robert W. Johnson, III
Senior Planner
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

**Re: Parkside ALF Memory Care
Traffic & Parking Statement Review**

Dear Rob:

Traf Tech Engineering, Inc. has reviewed the traffic and parking statement in connection with the proposed Parkside ALF Memory Care facility to be located in the City of Tamarac. The subject site is located generally in the northeast quadrant of the intersection at NW 76th Street and University Drive. The subject property is currently vacant. The referenced traffic and parking statement was prepared by DC Engineers, Inc. and is dated January 20, 2021. Our comments relative to this statement are as follows:

- We have reviewed the trip generation calculations and concur with the results.
- According to the calculations presented in the subject statement, this facility with 96 beds / 43,000 square feet requires 81 parking spaces per City Code. The proposed site plan includes 37 parking spaces. The Applicant has presented parking generation data published by the Institute of Transportation Engineers (ITE) that supports the adequacy of the proposed parking supply. Parking data collected at a similar assisted living facility located immediately north of the subject site also indicates that the proposed parking supply will be adequate. Based upon this information, we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility.

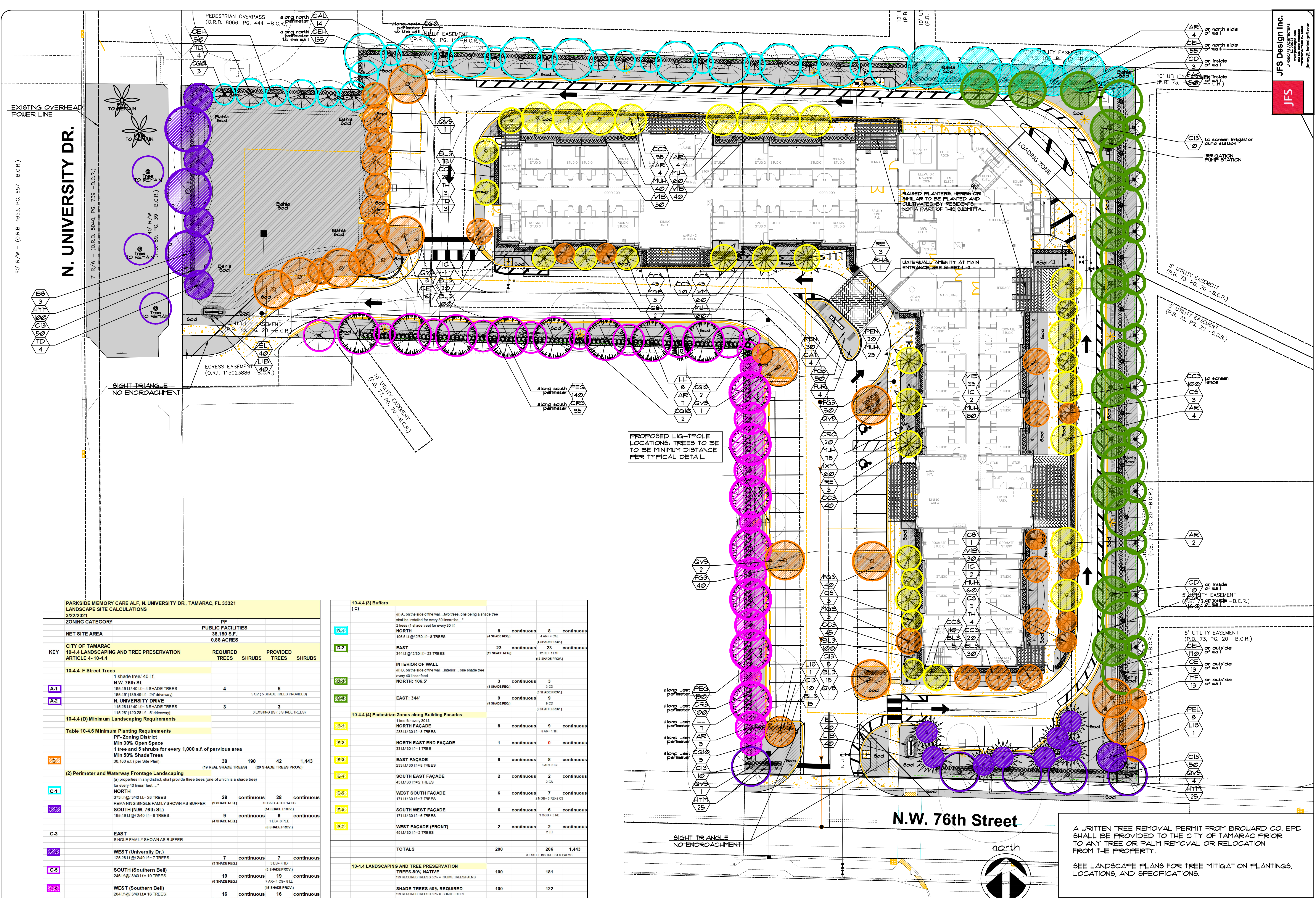
We have no additional comments on the traffic and parking statement at this time. If you have any questions, please do not hesitate to contact us.

Sincerely,

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer



PARKSIDE MEMORY CARE ALF, N. UNIVERSITY DR., TAMARAC, FL 33321				
LANDSCAPE SITE CALCULATIONS				
3/22/2021				
ZONING CATEGORY		PF	PUBLIC FACILITIES	
NET SITE AREA		38,180 S.F.	0.88 ACRES	
KEY	CITY OF TAMARAC	10-4.4 LANDSCAPING AND TREE PRESERVATION	REQUIRED TREES	PROVIDED TREES
	ARTICLE 4-10-4.4			SHRUBS
10-4.4 F Street Trees				
A-1	1 shade tree/ 40 l.f.			
A-2	N.W. 76th St.			
	165.49 l.f. @ 1.4 l.f. = 4 SHADE TREES	4	5	
	165.49 (189.49 l.f. - 24' driveway)		5 QV (5 SHADE TREES PROVIDED)	
	N. UNIVERSITY DRIVE			
	115.28 l.f. @ 1.4 l.f. = 3 SHADE TREES	3	3	
	115.28 (120.28 l.f. - 5' driveway)		3 EXISTING BS (3 SHADE TREES)	
10-4.4 (D) Minimum Landscaping Requirements				
Table 10-4.6 Minimum Planting Requirements				
PF: Zoning District				
Min 30% Open Space				
1 tree and 5 shrubs for every 1,000 s.f. of pervious area				
Min 50% Shade Trees				
38,180 s.f. (per Site Plan)				
		38	190	1,443
		(19 REQ. SHADE TREES)	(20 SHADE TREES PROV.)	
(2) Perimeter and Waterway Frontage Landscaping				
(a) properties in any district shall provide three trees (one of which is a shade tree) for every 40 linear feet...				
NORTH				
	373 l.f. @ 3/40 l.f. = 28 TREES	28	continuous	28
	REMAINING SINGLE FAMILY SHOWN AS BUFFER			
	10 CAL + 4 TD = 14 QV			continuous
	(14 SHADE PROV.)			
	SOUTH (N.W. 76th St.)			
	165.49 l.f. @ 2/40 l.f. = 9 TREES	9	continuous	9
		(4 SHADE REQ.)		continuous
				1 LIB + 8 PSL
				(8 SHADE PROV.)
EAST				
	SINGLE FAMILY SHOWN AS BUFFER			
	125.28 l.f. @ 2/40 l.f. = 7 TREES	7	continuous	7
		(3 SHADE REQ.)		continuous
				3 BS + 4 TD
				(3 SHADE PROV.)
SOUTH (Southern Bell)				
	240 l.f. @ 3/40 l.f. = 18 TREES	19	continuous	19
		(6 SHADE REQ.)		continuous
				7 AR + 4 CD + 8 LL
				(15 SHADE PROV.)
WEST (Southern Bell)				
	204 l.f. @ 3/40 l.f. = 16 TREES	16	continuous	16
		(6 SHADE REQ.)		continuous
				5 AR + 4 CD + 1 LL
				(12 SHADE PROV.)

10-4.4 (3) Buffers				
(C)				
D-1	(i) A. on the side of the wall... two trees, one being a shade tree shall be installed for every 30 linear feet...	8	continuous	8
	2 trees (1 shade tree) for every 30 l.f.	(4 SHADE REQ.)		continuous
D-2	NORTH			
	105.5 l.f. @ 2/30 l.f. = 8 TREES	23	continuous	23
		(11 SHADE REQ.)		continuous
	12 CE + 11 MF			(12 SHADE PROV.)
INTERIOR OF WALL				
	(ii) B. on the side of the wall... interior... one shade tree every 40 linear feet	3	continuous	3
	NORTH: 105.5'	(3 SHADE REQ.)		(3 SHADE PROV.)
		9	continuous	9
		(9 SHADE REQ.)		(9 SHADE PROV.)
D-3	EAST: 344'			
D-4				
10-4.4 (4) Pedestrian Zones along Building Facades				
E-1	NORTH FAÇADE	8	continuous	9
	233 l.f. @ 30 l.f. = 8 TREES			8 AR + 1 TH
E-2	NORTH EAST END FAÇADE	1	continuous	0
	33 l.f. @ 30 l.f. = 1 TREE			
E-3	EAST FAÇADE	8	continuous	8
	233 l.f. @ 30 l.f. = 8 TREES			6 AR + 2 IC
E-4	SOUTH EAST FAÇADE	2	continuous	2
	45 l.f. @ 30 l.f. = 2 TREES			2 CD
E-5	WEST SOUTH FAÇADE	6	continuous	7
	171 l.f. @ 30 l.f. = 7 TREES			2 MGB + 3 RE + 2 CD
E-6	SOUTH WEST FAÇADE	6	continuous	6
	171 l.f. @ 30 l.f. = 6 TREES			3 MGB + 3 RE
E-7	WEST FAÇADE (FRONT)	2	continuous	2
	45 l.f. @ 30 l.f. = 2 TREES			2 TH
TOTALS				
		200		206
				1,443
				3 EXIST + 190 TREES = 6 PALMS
10-4.4 LANDSCAPING AND TREE PRESERVATION				
TREES-50% NATIVE				
	199 REQUIRED TREES X 50% = NATIVE TREES/PALMS	100		181
SHADE TREES-50% REQUIRED				
	199 REQUIRED TREES X 50% = SHADE TREES	100		122
10-4.4 (D) Vehicular Use Area Landscaping				
	15% of 32,919 s.f. = 4,938 s.f.	4,939		5,766
	(39.825 - 8,345 sidewalk)			

FILE: X:\Projects\20-14-TAMARAC ALF\20-14-LANDSCAPE PLANS
- COLOR.dwg
PLOT DATE: 4/27/2021 2:20 PM BY: Wmorsadiv
LAYOUT: [0x-L-1]

A WRITTEN TREE REMOVAL PERMIT FROM BROWARD CO. EPD SHALL BE PROVIDED TO THE CITY OF TAMARAC PRIOR TO ANY TREE OR PALM REMOVAL OR RELOCATION FROM THE PROPERTY.

SEE LANDSCAPE PLANS FOR TREE MITIGATION PLANTINGS, LOCATIONS, AND SPECIFICATIONS.

COLOR KEY LANDSCAPE PLAN

JFS Design Inc.
LANDSCAPE ARCHITECTURE
JFS
jfsdesign@gmail.com
www.jfsdesign.com

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3124

STE
Sun-Tech
Engineering, Inc.
Engineers-Planners-Surveyors

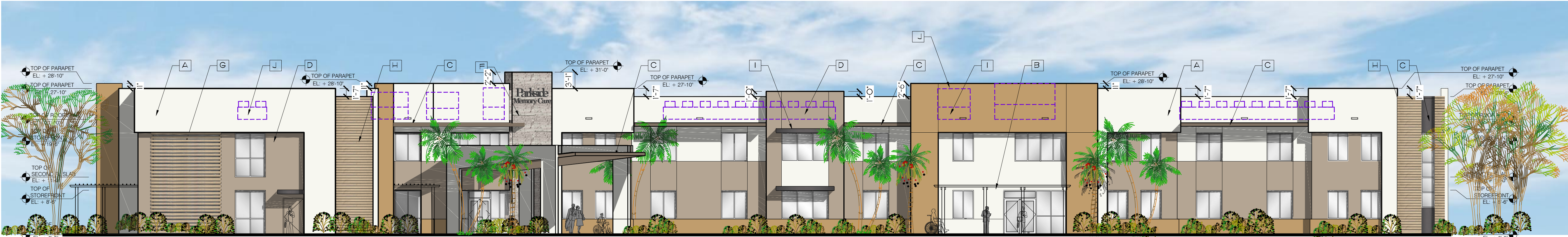
REVISIONS
DATE: 03/29/2021
BY: JFS
FOR: DRG comments.
DATE: 01/20/21
BY: JFS
FOR: DRG comments.
DATE: 05/03/21
BY: JFS
FOR: DRG comments.

PARKSIDE MEMORY CARE ALF
CITY OF TAMARAC
FLORIDA
SITE LANDSCAPE PLAN

DATE: AS SHOWN
DESIGNED BY: JFS
DRAWN BY: JFS
JOB #: 20-14

REGISTERED LANDSCAPE ARCHITECT
JAMES F. SOCAR
No. 1132
STATE OF FLORIDA

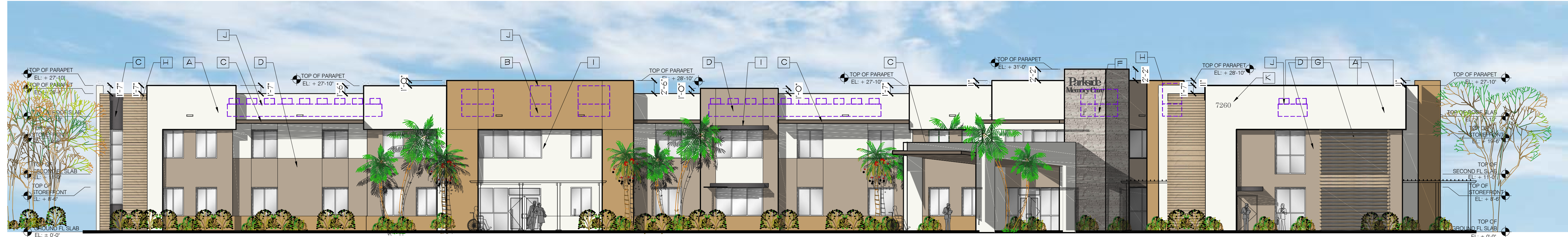
SHEET No.
CK-L-1



WEST ELEVATION

SCALE: 3/32 = 1'-0"

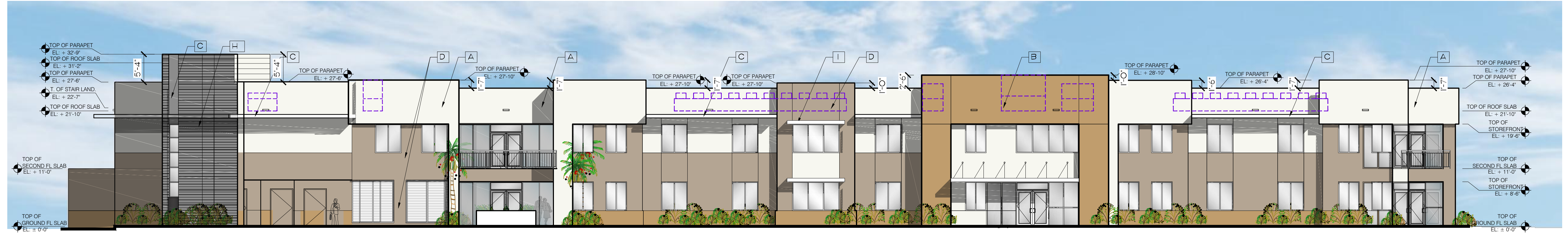
NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building



SOUTH ELEVATION

SCALE: 3/32 = 1'-0"

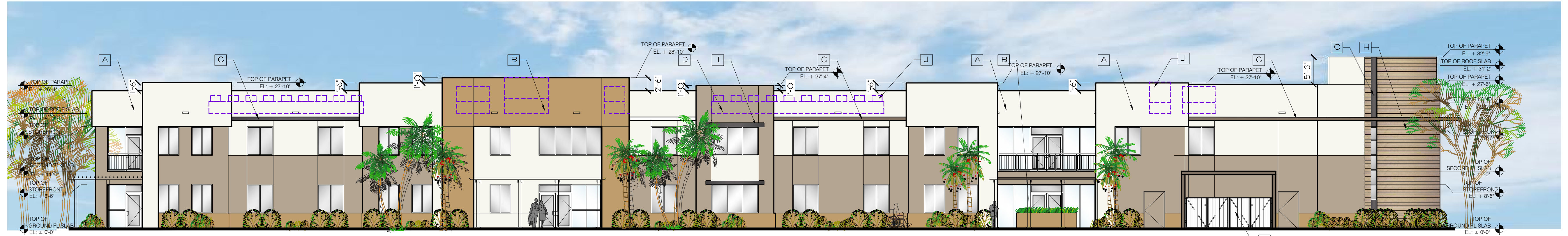
NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building



NORTH ELEVATION

SCALE: 3/32 = 1'-0"

NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building



EAST ELEVATION

SCALE: 3/32 = 1'-0"

NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building

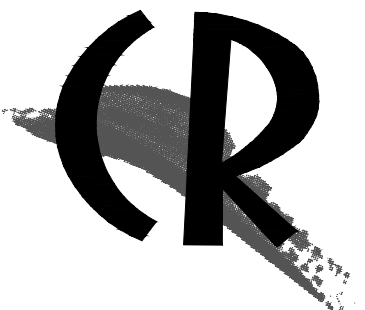
BUILDING PAINT COLORS		Sherwin Williams		BUILDING FINISHES	
[A] HIGH REFLECTIVE WHITE	SW 7757 (256-C1)	[E] PAINTED SAND FINISH STUCCO		[G] WOOD SCREEN	THERMORY WOOD - WHITE ASH CLEAR OILED
[B] EMPIRE GOLD	SW0012 (300)	[F] STONE VENEER	PRO-LEDGE WHITE	[H] WOOD VENEER	THERMORY WOOD - WHITE ASH CLEAR OILED
[C] FOOTHILLS	SW 7514 (248-C7)			[I] STOREFRONTS CANOPIES & SECURITY FENCE. TO BE BRONZE ANODIZED ALUMINUM	
[D] STONE LION	SW 7507 (248-C3)			[J] BUILDING PARAPETS INCREASED TO CONCEAL ROOFTOP EQUIPMENT. DASHED LINES DESIGNATE EQUIPMENT BEHIND PARAPETS.	

REVISIONS:
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac

Project Location: 7501 NW 76 Street, Tamarac FL, 33321

Owner: Serena Properties Pembroke Pines, LLC
18201 S.W. 52nd Court, Southwest Ranches, FL 33331



CABRERA RAMOS
Architects, Inc.

9851 NW 58 STREET, #107
DORAL, FLORIDA 33178
T:305.593.0750 F:305.593.8862
AA C001621

MIQUELA CABRERA, JR., R.A.
State Reg. No. AR131118
ROSA E. RAMOS-BOTTA, R.A.
State Reg. No. AR15209

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protected under the Copyright Protection Act.

DATE: 8/24/2020
DRAWN: RR
CHECKED BY: RRB
JOB NO.: 2457-19

SEAL

SHEET NO.

A-3.0

EXTERIOR ELEVATION



Parkside ALF
Memory Care

ARTISTIC RENDERING VIEW from N.W. 76th Street

REVISIONS:
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac
Project Location: 7501 NW 76 Street, Tamarac FL, 33321
Owner: Serena Properties Pembroke Pines, LLC
18201 S.W. 52nd Court, Southwest Ranches, FL 33331



CABRERA RAMOS
Architects, Inc.

9851 NW 58 STREET, #107
DORAL, FLORIDA 33178
T:305.593.0750 F:305.593.8862
AA C001621

MIQUEL A. CABRERA JR., P.A.
State Reg. No. AR13118
ROSA E. RAMOS-BOTTA, P.A.
State Reg. No. AR15209

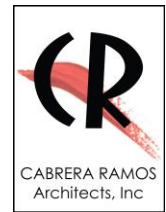
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DATE: 8/24/2020
DRAWN: RR
CHECKED BY: RRB
JOB NO.: 2457-19

SEAL

SHEET NO.
A-0

RENDERING



December 15, 2020

City of Tamarac
7525 NW 88 Avenue
Tamarac, FL 33321

Re: **CPZ Architects Review**
Parkside Assisted Living Memory Care Facility- Tamarac
Folio_494103230030
Response to Review Comments

1. Applicant shall demonstrate compliance with 10-4.7(D)(5)(b) Transparency.
a. At least 30 percent of the ground-floor wall area between two and ten feet above grade shall consist of transparent glazing;

RESPONSE: A new sheet (A-3.2) demonstrating compliance with section 10-4.7(D) (5) (b) has been added to the DRC Submittal. We have 34 % Transparency on the ground floor between 2 and 10 feet.

- b. At least 20 percent of each upper-floor wall area shall consist of transparent or nontransparent glazing.

RESPONSE: A new sheet (A-3.2) demonstrating compliance with section 10-4.7(D) (5) (b) has been added to the DRC Submittal. We have 24 % Transparency on the second Floor.

2. It is unclear where the proposed "Security Aluminum Picket Fence" shown on sheet A-3.1 is being proposed. Applicant to provide clarification.

RESPONSE: The Security Fence is being provided at all outdoor terraces and at the North and East portion of the building to allow for ALF Residents a secure outdoor usable space. The locations are shown on A-2.0 and an elevation on new Sheet A-3.2 was added for further clarification.

Sincerely,

CABRERA RAMOS ARCHITECTS, INC.

Rosa E. Ramos-Botta, R.A., NCARB
Principal

9851 N.W. 58th Street, Suite 107
Doral, FL 33178-2717
Tel.: 305.593.0750
Fax.: 305.593.8862
AA A001621
Miguel A. Cabrera Jr., R.A.
Principal
Rosa E. Ramos-Botta, R.A.
Principal